

EMPIRE VILLAGE COUNCIL REGULAR MEETING
Empire Township Hall - 10088 W. Front Street
June 25, 2024 @ 7 PM

AGENDA

- A. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE**
- B. ROLL CALL**
- C. CHANGES OR ADDITIONS TO THE AGENDA**
- D. ADOPTION OF THE AGENDA**
- E. PUBLIC COMMENTS ON AGENDA ITEMS**
- F. CONSENT AGENDA**
 - 1) Approve minutes – 06/13/2024 Work Session
 - 2) Approve June Bills totaling \$_____
- G. REVIEW OF FINANCIAL STATEMENTS**
- H. COMMUNICATIONS**
- I. PRESENTATION** - Michigan Rural Water Association, Kyle Bond on Water Rates
- J. PUBLIC COMMENT ON PRESENTATION**
- K. DEPARTMENT HEAD REPORTS**
- L. COUNCIL MEMBER / COMMITTEE REPORTS**
- M. OLD BUSINESS**
 - 1) Appointment of Wastewater Study Update Committee (Palmer)
 - 2) Short-Term Rental Ordinance Next Steps (Dye/Walton)
 - 3) Wade Trim Proposal (Palmer)
 - 4) Beach Parking Fees (Dye)
 - 5) Mass Gathering Fee (Palmer)
 - 6) Fence at Recycling (Dye)
 - 7) Sign Ordinance (Bacon)
- N. NEW BUSINESS**
 - 1) New Village Office Tax Bill – Update and Clarification (Palmer/Bacon)
 - 2) Office Furniture Purchase (Chase)
 - 3) Purchase of Trees for corner of Wilce and Union (Bacon/Dye)
- O. PUBLIC COMMENT**
- P. COUNCIL MEMBER COMMENT**
- Q. ADJOURNMENT**

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/2024	AVAILABLE BALANCE	% BDDT USED
Fund 101 - GENERAL FUND						
Dept 000						
101-000-403	REAL PROPERTY TAX	450,000.00	0.00	0.00	450,000.00	0.00
101-000-404	PERS PROP TAX	7,000.00	0.00	0.00	7,000.00	0.00
101-000-476	LICENSES & PERMITS	6,000.00	5,349.00	1,674.00	651.00	89.15
101-000-574	STATE SHARED REV	34,000.00	6,263.40	147.40	27,736.60	18.42
101-000-655	FINES & FORFEITS	2,500.00	15.00	0.00	2,485.00	0.60
101-000-664	INVEST INTEREST	12,000.00	5,347.49	828.85	6,652.51	44.56
101-000-670	MISC INCOME	6,000.00	900.00	0.00	5,100.00	15.00
101-000-671	PARKING PASS	200.00	10.00	0.00	190.00	5.00
101-000-672	BEACH PARKING	37,000.00	966.05	966.05	36,033.95	2.61
101-000-691	FUND BALANCE CONTRIBUTION	83,000.00	0.00	0.00	83,000.00	0.00
101-000-693	REFUNDS & REBATES	600.00	0.00	0.00	600.00	0.00
101-000-699	INTERFUND TRANSFERS IN	0.00	119,755.37	0.00	(119,755.37)	100.00
Net - Dept 000		638,300.00	138,606.31	3,616.30	499,693.69	
Dept 100 - COUNCIL						
101-100-702	WAGES - COUNCIL	13,000.00	3,815.00	1,635.00	9,185.00	29.35
101-100-715	PR TAX EXP - COUNCIL	950.00	291.82	125.06	658.18	30.72
101-100-910	PROF DEVELOPMENT	2,000.00	0.00	0.00	2,000.00	0.00
Net - Dept 100 - COUNCIL		(15,950.00)	(4,106.82)	(1,760.06)	(11,843.18)	
Dept 215 - CLERK						
101-215-702	WAGES - CLERK	20,500.00	3,814.36	1,281.62	16,685.64	18.61
101-215-703	WAGES - DEPUTY CLERK	34,100.00	8,545.92	2,826.63	25,554.08	25.06
101-215-715	PR TAX EXP - CLERK	4,000.00	945.62	314.31	3,054.38	23.64
101-215-840	INSURANCE	4,000.00	649.74	573.02	3,350.26	16.24
101-215-874	RETIREMENT	2,000.00	427.28	141.32	1,572.72	21.36
Net - Dept 215 - CLERK		(64,600.00)	(14,382.92)	(5,136.90)	(50,217.08)	
Dept 253 - TREASURER						
101-253-702	WAGES - TREASURER	9,700.00	2,330.06	782.90	7,369.94	24.02
101-253-715	PR TAX EXP - TREASURER	750.00	178.24	59.88	571.76	23.77
101-253-726	SUPPLIES	500.00	0.00	0.00	500.00	0.00
101-253-730	POSTAGE	800.00	0.00	0.00	800.00	0.00
101-253-860	TRANSPORTATION	50.00	0.00	0.00	50.00	0.00
Net - Dept 253 - TREASURER		(11,800.00)	(2,508.30)	(842.78)	(9,291.70)	
Dept 262 - ELECTIONS						
101-262-705	ELECTION WORKERS	1,500.00	0.00	0.00	1,500.00	0.00
101-262-726	SUPPLIES	0.00	70.12	0.00	(70.12)	100.00
Net - Dept 262 - ELECTIONS		(1,500.00)	(70.12)	0.00	(1,429.88)	
Dept 265 - ADMINISTRATION						
101-265-702	WAGES - ADMINISTRATION MAINTENANCE	30,000.00	4,740.60	1,818.59	25,259.40	15.80
101-265-707	BRUSH PILE WAGES	5,000.00	1,180.38	994.88	3,819.62	23.61
101-265-715	PR TAX EXP - ADMINISTRATION	3,000.00	452.94	215.22	2,547.06	15.10
101-265-726	SUPPLIES	3,000.00	693.20	296.41	2,306.80	23.11

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PERIOD ENDING 05/31/2024

2024-25
AMENDED BUDGET

YTD BALANCE
05/31/2024

ACTIVITY FOR
MONTH
05/31/2024

AVAILABLE
BALANCE

% BDDT
USED

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/2024	AVAILABLE BALANCE	% BDDT USED
Fund 101 - GENERAL FUND						
101-265-730	POSTAGE	300.00	206.59	0.00	93.41	68.86
101-265-800	PROFESSIONAL SERVICES	50,000.00	20,865.00	10,000.00	29,135.00	41.73
101-265-801	AUDIT FEES	8,500.00	0.00	0.00	8,500.00	0.00
101-265-810	CONTRACTED SERVICES - SNOW REMOVAL	0.00	2,575.00	0.00	(2,575.00)	100.00
101-265-826	LEGAL FEES	10,000.00	2,553.00	0.00	7,447.00	25.53
101-265-840	INSURANCE	16,500.00	12,058.29	2,376.00	4,441.71	73.08
101-265-853	TELEPHONE	600.00	89.97	29.99	510.03	15.00
101-265-854	CABLE INTERNET	1,200.00	299.97	99.99	900.03	25.00
101-265-874	RETIREMENT	1,000.00	213.05	90.22	786.95	21.31
101-265-880	BEAUTIFICATION	3,300.00	126.00	126.00	3,174.00	3.82
101-265-900	PRINT & PUB	1,000.00	107.55	0.00	892.45	10.76
101-265-919	WASTE DISPOSAL	3,500.00	0.00	0.00	3,500.00	0.00
101-265-921	ELECTRICITY	1,500.00	420.36	141.70	1,079.64	28.02
101-265-930	REPAIRS & MAINTENANCE	16,000.00	790.00	(200.00)	15,210.00	4.94
101-265-931	STORM SEWER CLEANOUT	2,500.00	0.00	0.00	2,500.00	0.00
101-265-933	SOFTWARE MAINTENANCE/SUPPORT	4,200.00	470.00	0.00	3,730.00	11.19
101-265-956	DUES & MISC	1,000.00	0.00	0.00	1,000.00	0.00
101-265-957	BANK CHARGES	1,000.00	125.00	70.00	875.00	12.50
101-265-965	CONTR TO OTHER FUNDS	25,000.00	0.00	0.00	25,000.00	0.00
101-265-966	GF CONTR - AIRPORT	750.00	0.00	0.00	750.00	0.00
101-265-967	PARKING AT LION'S PARK	500.00	0.00	0.00	500.00	0.00
101-265-970	CAPITAL OUTLAY - OFFICE BLDG	35,000.00	442,419.34	3,450.00	(407,419.34)	1,264.06
101-265-971	SPECIAL PROJECTS - WILCO RD	20,000.00	11,600.00	0.00	8,400.00	58.00
101-265-978	EQUIPMENT RENTAL	15,000.00	994.51	426.61	14,005.49	6.63
101-265-979	BRUSH PILE - EQUIPMENT RENTAL	10,000.00	3,602.40	2,080.20	6,397.60	36.02
Net - Dept 265 - ADMINISTRATION		(269,350.00)	(506,583.15)	(22,015.81)	237,233.15	
Dept 444 - SIDEWALKS						
101-444-930	REPAIRS & MAINTENANCE	20,000.00	0.00	0.00	20,000.00	0.00
101-444-978	EQUIPMENT RENTAL	0.00	325.72	0.00	(325.72)	100.00
Net - Dept 444 - SIDEWALKS		(20,000.00)	(325.72)	0.00	(19,674.28)	
Dept 446 - ALLEYS						
101-446-970	CAPITAL OUTLAY - ALLEYS	75,000.00	0.00	0.00	75,000.00	0.00
Net - Dept 446 - ALLEYS		(75,000.00)	0.00	0.00	(75,000.00)	
Dept 448 - STREET LIGHTING						
101-448-921	STREET LIGHTING	11,000.00	2,697.63	991.53	8,302.37	24.52
Net - Dept 448 - STREET LIGHTING		(11,000.00)	(2,697.63)	(991.53)	(8,302.37)	
Dept 536 - WASTEWATER UPDATE TASK FORCE						
101-536-815	CONTRACTED SERVICES	15,000.00	0.00	0.00	15,000.00	0.00
Net - Dept 536 - WASTEWATER UPDATE TASK FORCE		(15,000.00)	0.00	0.00	(15,000.00)	
Dept 721 - PLANNING COMMISSION						
101-721-701	WAGES - PLANNING COMMISSION	4,300.00	990.00	385.00	3,310.00	23.02
101-721-702	WAGES - PLANNING SECY	1,100.00	300.00	100.00	800.00	27.27

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF EMPIRE

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/2024	AVAILABLE BALANCE	% BDDT USED
Fund 101 - GENERAL FUND						
101-721-715	PR TAX EXP - COMM PLANNING	400.00	98.67	37.08	301.33	24.67
101-721-726	SUPPLIES	200.00	0.00	0.00	200.00	0.00
101-721-730	POSTAGE	100.00	0.00	0.00	100.00	0.00
101-721-821	PROFESSIONAL	4,000.00	0.00	0.00	4,000.00	0.00
101-721-826	LEGAL FEES	1,500.00	1,541.00	0.00	(41.00)	102.73
101-721-900	PRINT & PUB	500.00	179.75	112.45	320.25	35.95
101-721-950	SEMINARS	500.00	0.00	0.00	500.00	0.00
Net - Dept 721 - PLANNING COMMISSION		(12,600.00)	(3,109.42)	(634.53)	(9,490.58)	
Dept 722 - ZONING COMMISSION						
101-722-701	WAGES - BOARD OF APPEALS	400.00	0.00	0.00	400.00	0.00
101-722-702	WAGES - ZONING ADMIN	9,700.00	2,103.39	706.74	7,596.61	21.68
101-722-715	PR TAX EXP - ZONING	800.00	160.91	54.07	639.09	20.11
101-722-726	SUPPLIES	100.00	0.00	0.00	100.00	0.00
101-722-826	LEGAL FEES	200.00	0.00	0.00	200.00	0.00
101-722-900	PRINT & PUB	100.00	0.00	0.00	100.00	0.00
Net - Dept 722 - ZONING COMMISSION		(11,300.00)	(2,264.30)	(760.81)	(9,035.70)	
Dept 751 - PARKS						
101-751-702	WAGES - PARK MAINT	28,500.00	6,635.10	2,603.53	21,864.90	23.28
101-751-703	WAGES - AMBASSADOR	15,000.00	0.00	0.00	15,000.00	0.00
101-751-704	WAGES - PARKS CLERK	4,000.00	693.52	233.02	3,306.48	17.34
101-751-715	PR TAX EXP - PARK	3,500.00	560.67	217.02	2,939.33	16.02
101-751-726	SUPPLIES	3,500.00	419.25	78.39	3,080.75	11.98
101-751-840	INSURANCE	4,000.00	594.69	75.00	3,405.31	14.87
101-751-874	RETIREMENT	1,400.00	208.40	66.25	1,191.60	14.89
101-751-919	WASTE DISPOSAL	3,000.00	0.00	0.00	3,000.00	0.00
101-751-930	REPAIRS & MAINTENANCE	27,000.00	2,977.52	583.75	24,022.48	11.03
101-751-958	CREDIT CARD FEES	3,000.00	0.00	0.00	3,000.00	0.00
101-751-970	CAPITAL OUTLAY	10,000.00	0.00	0.00	10,000.00	0.00
101-751-978	EQUIPMENT RENTAL	25,000.00	10,425.82	5,079.47	14,574.18	41.70
Net - Dept 751 - PARKS		(127,900.00)	(22,514.97)	(8,936.43)	(105,385.03)	
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		638,300.00	138,606.31	3,616.30	499,693.69	21.71
TOTAL EXPENDITURES		636,000.00	558,563.35	41,078.85	77,436.65	87.82
NET OF REVENUES & EXPENDITURES		2,300.00	(419,957.04)	(37,462.55)	422,257.04	18,259.0

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 PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/2024	AVAILABLE BALANCE	% BDDT USED
Fund 202 - MAJOR STREETS FUND						
Revenues						
202-000-574	STATE SHARED REV	48,000.00	12,015.08	3,902.57	35,984.92	25.03
202-000-575	STATE WINTER REV	0.00	6,268.29	0.00	(6,268.29)	100.00
202-000-583	CO ROAD MILLAGE	32,000.00	28,639.96	28,639.96	3,360.04	89.50
202-000-664	INVEST INTEREST	1,000.00	667.81	271.64	332.19	66.78
TOTAL REVENUES		81,000.00	47,591.14	32,814.17	33,408.86	58.75
Expenditures						
202-000-801	AUDIT FEES	325.00	0.00	0.00	325.00	0.00
202-000-930	REPAIRS & MAINTENANCE	9,000.00	0.00	0.00	9,000.00	0.00
202-215-702	WAGES - MAJOR STREETS CLERK	1,600.00	346.74	116.51	1,253.26	21.67
202-215-715	PR TAX EXP - CLERK	150.00	26.51	8.91	123.49	17.67
202-463-702	WAGES - ROUTINE MAINTENANCE	6,000.00	197.51	54.40	5,802.49	3.29
202-463-715	PR TAX EXP - ROUTINE MAINTENANCE	500.00	15.14	4.18	484.86	3.03
202-463-726	SUPPLIES	1,000.00	112.88	46.51	887.12	11.29
202-463-821	ENGINEERING FEES	200.00	0.00	0.00	200.00	0.00
202-463-840	INSURANCE	1,700.00	202.46	110.00	1,497.54	11.91
202-463-874	RETIREMENT	250.00	4.27	0.48	245.73	1.71
202-463-978	EQUIPMENT RENTAL	5,500.00	226.57	169.88	5,273.43	4.12
202-478-702	WAGES - WINTER MAINTENANCE	6,000.00	161.07	9.54	5,838.93	2.68
202-478-715	PR TAX EXP - WINTER MAINTENANCE	560.00	12.34	0.74	547.66	2.20
202-478-726	SUPPLIES	4,000.00	0.00	0.00	4,000.00	0.00
202-478-815	CONTRACTED SERVICES	0.00	155.55	155.55	(155.55)	100.00
202-478-840	INSURANCE	800.00	1,155.00	0.00	(355.00)	144.38
202-478-874	RETIREMENT	250.00	8.08	0.48	241.92	3.23
202-478-978	EQUIPMENT RENTAL	8,000.00	147.80	0.00	7,852.20	1.85
202-901-970	CAPITAL OUTLAY	0.00	23,951.08	0.00	(23,951.08)	100.00
202-965-999	50% TRF TO LOC ST	26,000.00	9,141.67	1,951.28	16,858.33	35.16
TOTAL EXPENDITURES		71,835.00	35,864.67	2,628.46	35,970.33	49.93
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		81,000.00	47,591.14	32,814.17	33,408.86	58.75
TOTAL EXPENDITURES		71,835.00	35,864.67	2,628.46	35,970.33	49.93
NET OF REVENUES & EXPENDITURES		9,165.00	11,726.47	30,185.71	(2,561.47)	127.95
Fund 203 - LOCAL STREETS FUND						
Revenues						
203-000-574	STATE SHARED REV	30,000.00	8,463.04	2,749.00	21,536.96	28.21
203-000-575	STATE WINTER REV	0.00	3,341.72	0.00	(3,341.72)	100.00
203-000-664	INVEST INTEREST	1,500.00	1,071.83	383.97	428.17	71.46
203-000-677	50% TRF FR MAJ ST	25,000.00	9,141.67	1,951.28	15,858.33	36.57
203-000-691	FUND BALANCE CONTRIBUTION	67,000.00	0.00	0.00	67,000.00	0.00
203-000-692	CONTRIBUTION FROM OTHER FUNDS	25,000.00	0.00	0.00	25,000.00	0.00
TOTAL REVENUES		148,500.00	22,018.26	5,084.25	126,481.74	14.83
Expenditures						
203-000-801	AUDIT FEES	450.00	0.00	0.00	450.00	0.00
203-000-930	REPAIRS & MAINTENANCE	13,000.00	0.00	0.00	13,000.00	0.00
203-215-702	WAGES - LOCAL STREETS CLERK	1,600.00	346.67	116.48	1,253.33	21.67

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GL NUMBER	DESCRIPTION	2024-25		ACTIVITY FOR MONTH	AVAILABLE BALANCE	% BUDGET USED
		AMENDED BUDGET	YTD BALANCE 05/31/2024			
Fund 203 - LOCAL STREETS FUND						
Expenditures						
203-215-715	PR TAX EXP - CLERK	120.00	26.49	8.90	93.51	22.08
203-463-702	WAGES - ROUTINE MAINTENANCE	3,500.00	395.09	161.07	3,104.91	11.29
203-463-715	PR TAX EXP - ROUTINE MAINTENANCE	300.00	30.20	12.31	269.80	10.07
203-463-726	SUPPLIES	1,000.00	226.86	93.02	773.14	22.69
203-463-787	TRAFFIC CON - ROUTINE	250.00	0.00	0.00	250.00	0.00
203-463-821	ENGINEERING FEES	5,000.00	0.00	0.00	5,000.00	0.00
203-463-840	INSURANCE	2,100.00	92.47	0.00	2,007.53	4.40
203-463-874	RETIREMENT	250.00	13.03	4.69	236.97	5.21
203-463-978	EQUIPMENT RENTAL	5,500.00	208.64	174.16	5,291.36	3.79
203-478-702	WAGES - WINTER MAINTENANCE	5,200.00	177.26	14.30	5,022.74	3.41
203-478-715	PR TAX EXP - WINTER MAINTENANCE	500.00	13.54	1.08	486.46	2.71
203-478-726	SUPPLIES	4,500.00	0.00	0.00	4,500.00	0.00
203-478-815	CONTRACTED SERVICES	0.00	311.12	311.12	(311.12)	100.00
203-478-840	INSURANCE	1,200.00	1,155.00	0.00	45.00	96.25
203-478-874	RETIREMENT	250.00	8.88	0.72	241.12	3.55
203-478-978	EQUIPMENT RENTAL	7,000.00	147.80	0.00	6,852.20	2.11
203-901-970	CAPITAL OUTLAY	95,000.00	23,951.08	0.00	71,048.92	25.21
TOTAL EXPENDITURES		146,720.00	27,104.13	897.85	119,615.87	18.47
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		148,500.00	22,018.26	5,084.25	126,481.74	14.83
TOTAL EXPENDITURES		146,720.00	27,104.13	897.85	119,615.87	18.47
NET OF REVENUES & EXPENDITURES		1,780.00	(5,085.87)	4,186.40	6,865.87	285.72
Fund 591 - WATER FUND						
Revenues						
591-000-626	SERVICE INSTALLATION	18,000.00	2,230.00	2,230.00	15,770.00	12.39
591-000-642	WATER SALES	165,000.00	29,161.43	23.80	135,838.57	17.67
591-000-655	LATE PAYMENT FEES	3,000.00	650.00	700.00	2,350.00	21.67
591-000-664	INVEST INTEREST	2,000.00	2,083.54	569.10	(83.54)	104.18
591-000-665	FIRE SUPPRESSION LEASE	800.00	0.00	0.00	800.00	0.00
591-000-670	MISC INCOME	200.00	5,560.00	4,000.00	(5,360.00)	2,780.00
591-000-691	FUND BALANCE CONTRIBUTION	82,000.00	0.00	0.00	82,000.00	0.00
TOTAL REVENUES		271,000.00	39,684.97	7,522.90	231,315.03	14.64
Expenditures						
591-000-996	TRANSFERS OUT	0.00	47,902.15	0.00	(47,902.15)	100.00
591-215-702	WAGES - WATER CLERK	2,200.00	0.00	0.00	2,200.00	0.00
591-215-703	WAGES - WATER ADMIN	11,500.00	2,398.66	841.39	9,101.34	20.86
591-215-715	PR TAX EXP - CLERK	1,000.00	183.52	64.37	816.48	18.35
591-215-874	RETIREMENT	450.00	92.22	32.76	357.78	20.49
591-556-702	WAGES - WATER MAINTENANCE	21,000.00	2,542.04	1,032.15	18,457.96	12.10
591-556-715	PR TAX EXP - WATER	1,500.00	194.44	78.94	1,305.56	12.96
591-556-726	SUPPLIES	2,500.00	309.13	236.35	2,190.87	12.37
591-556-730	POSTAGE	800.00	212.00	0.00	588.00	26.50
591-556-800	PROFESSIONAL SERVICES	800.00	0.00	0.00	800.00	0.00
591-556-801	AUDIT FEES	800.00	0.00	0.00	800.00	0.00
591-556-804	LABS & TESTING	4,000.00	120.00	40.00	3,880.00	3.00
591-556-840	INSURANCE	4,000.00	4,393.54	1,972.47	(393.54)	109.84
591-556-853	TELEPHONE	1,600.00	351.34	142.98	1,248.66	21.96

PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024-25		ACTIVITY FOR MONTH	AVAILABLE BALANCE	% BDC
		AMENDED BUDGET	YTD BALANCE			
		05/31/2024	05/31/2024	05/31/2024		USED
Fund 591 - WATER FUND						
Expenditures						
591-556-874	RETIREMENT	800.00	88.96	32.53	711.04	11.12
591-556-921	ELECTRICITY	11,000.00	1,345.98	476.41	9,654.02	12.24
591-556-923	HEAT	4,500.00	1,293.13	446.30	3,206.87	28.74
591-556-930	REPAIRS & MAINTENANCE	11,000.00	3,019.15	253.57	7,980.85	27.45
591-556-933	SOFTWARE MAINTENANCE/SUPPORT	1,800.00	0.00	0.00	1,800.00	0.00
591-556-938	METER HOSTING & SOFTWARE	1,500.00	1,414.50	1,414.50	85.50	94.30
591-556-956	DUES & MISC	2,600.00	0.00	0.00	2,600.00	0.00
591-556-957	BANK CHARGES	400.00	154.80	108.82	245.20	38.70
591-556-959	DEPRECIATION	42,000.00	0.00	0.00	42,000.00	0.00
591-556-970	CAPITAL OUTLAY	105,000.00	14,134.63	1,611.63	90,865.37	13.46
591-556-978	EQUIPMENT RENTAL	7,000.00	977.09	351.79	6,022.91	13.96
591-556-991	DEBT PRINCIPLE/BOND RESERVE	20,000.00	6,000.00	6,000.00	14,000.00	30.00
591-556-995	DEBT INTEREST	8,800.00	3,839.41	3,839.41	4,960.59	43.63
TOTAL EXPENDITURES		268,550.00	90,966.69	18,976.37	177,583.31	33.87
Fund 591 - WATER FUND:						
TOTAL REVENUES		271,000.00	39,684.97	7,522.90	231,315.03	14.64
TOTAL EXPENDITURES		268,550.00	90,966.69	18,976.37	177,583.31	33.87
NET OF REVENUES & EXPENDITURES		2,450.00	(51,281.72)	(11,453.47)	53,731.72	2,093.13
Fund 661 - EQUIPMENT FUND						
Revenues						
661-000-664	INVEST INTEREST	2,000.00	322.47	55.74	1,677.53	16.12
661-000-668	EQUIPMENT RENTAL	60,000.00	17,056.35	8,282.11	42,943.65	28.43
661-000-670	MISC INCOME	0.00	600.00	600.00	(600.00)	100.00
661-000-691	FUND BALANCE CONTRIBUTION	103,500.00	0.00	0.00	103,500.00	0.00
TOTAL REVENUES		165,500.00	17,978.82	8,937.85	147,521.18	10.86
Expenditures						
661-000-996	TRANSFERS OUT	0.00	71,853.22	0.00	(71,853.22)	100.00
661-215-702	WAGES - EQUIPMENT CLERK	5,500.00	1,179.01	396.15	4,320.99	21.44
661-215-715	PR TAX EXP - CLERK	450.00	90.19	30.30	359.81	20.04
661-557-702	WAGES - EQUIPMENT MAINTENANCE	13,600.00	2,931.03	1,140.34	10,668.97	21.55
661-557-715	PR TAX EXP - EQUIPMENT	1,000.00	224.21	87.23	775.79	22.42
661-557-726	SUPPLIES	2,000.00	1,962.97	748.44	37.03	98.15
661-557-751	FUEL & OIL	12,000.00	612.11	612.11	11,387.89	5.10
661-557-801	AUDIT FEES	600.00	0.00	0.00	600.00	0.00
661-557-840	INSURANCE	17,500.00	16,970.00	(414.51)	530.00	96.97
661-557-874	RETIREMENT	600.00	89.32	16.63	510.68	14.89
661-557-925	WATER	250.00	250.00	0.00	0.00	100.00
661-557-930	REPAIRS & MAINTENANCE	5,000.00	3,412.37	552.16	1,587.63	68.25
661-557-970	CAPITAL OUTLAY	106,000.00	105,150.22	0.00	849.78	99.20
TOTAL EXPENDITURES		164,500.00	204,724.65	3,168.85	(40,224.65)	124.45
Fund 661 - EQUIPMENT FUND:						
TOTAL REVENUES		165,500.00	17,978.82	8,937.85	147,521.18	10.86

PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024-25		YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/2024	AVAILABLE BALANCE	% BDGT USED
		AMENDED BUDGET					
Fund 661 - EQUIPMENT FUND		164,500.00		204,724.65	3,168.85	(40,224.65)	124.45
TOTAL EXPENDITURES		1,000.00		(186,745.83)	5,769.00	187,745.83	18,674.5
NET OF REVENUES & EXPENDITURES							
TOTAL REVENUES - ALL FUNDS		666,000.00		127,273.19	54,359.17	538,726.81	19.11
TOTAL EXPENDITURES - ALL FUNDS		651,605.00		358,660.14	25,671.53	292,944.86	55.04
NET OF REVENUES & EXPENDITURES		14,395.00		(231,386.95)	28,687.64	245,781.95	1,607.41

CASH SUMMARY BY ACCOUNT FOR VILLAGE OF EMPIRE
 FROM 05/01/2024 TO 05/31/2024
 FUND: 101 202 203 301 591 661 715
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 05/01/2024	Total Debits	Total Credits	Ending Balance 05/31/2024
Fund 101	GENERAL FUND				
004	STATE SAVINGS CASH	164,223.25	3,423.02	37,269.12	130,377.15
009	SSB MM SWEEP	168,886.22	428.28	0.00	169,314.50
015	IMPREST (PETTY) CASH	312.50	0.00	0.00	312.50
	GENERAL FUND	333,421.97	3,851.30	37,269.12	300,004.15
Fund 202	MAJOR STREETS FUND				
003	CERTIFICATE OF DEPOSITS	88,910.24	0.00	0.00	88,910.24
004	STATE SAVINGS CASH	14,362.82	30,626.28	683.23	44,305.87
009	SSB MM SWEEP	93,306.85	236.61	0.00	93,543.46
	MAJOR STREETS FUND	196,579.91	30,862.89	683.23	226,759.57
Fund 203	LOCAL STREETS FUND				
003	CERTIFICATE OF DEPOSITS	88,910.24	0.00	0.00	88,910.24
004	STATE SAVINGS CASH	42,455.94	4,803.84	903.91	46,355.87
009	SSB MM SWEEP	110,578.26	280.41	0.00	110,858.67
	LOCAL STREETS FUND	241,944.44	5,084.25	903.91	246,124.78
Fund 301	DEBT SERVICE FUND				
004	STATE SAVINGS CASH	17,425.11	42.50	9,839.42	7,628.19
Fund 591	WATER FUND				
001	HUNTINGTON BANK CASH	194,463.46	2,123.15	193.16	196,393.45
004	STATE SAVINGS CASH	2,924.72	6,321.47	18,880.55	(9,634.36)
008	RRI ACCOUNT	19,985.87	0.00	0.00	19,985.87
009	SSB MM SWEEP	23.13	50.74	0.00	73.87
	WATER FUND	217,397.18	8,495.36	19,073.71	206,818.83
Fund 661	EQUIPMENT FUND				
004	STATE SAVINGS CASH	3,096.22	9,304.17	3,861.14	8,539.25
009	SSB MM SWEEP	19,002.24	48.19	0.00	19,050.43
	EQUIPMENT FUND	22,098.46	9,352.36	3,861.14	27,589.68
Fund 715	MEMORIAL FUND				
004	STATE SAVINGS CASH	1,091.76	2.66	0.00	1,094.42
009	SSB MM SWEEP	4,121.37	10.45	0.00	4,131.82
	MEMORIAL FUND	5,213.13	13.11	0.00	5,226.24
	TOTAL - ALL FUNDS	1,034,080.20	57,701.77	71,630.53	1,020,151.44

CASH BALANCE BY FUND - MAY 2024

	GF - 101	MSF - 202	LSF - 203	DSF - 301	WF - 591	EQF - 661	MF - 715
HUNTINGTON							
BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 194,463.46	\$ -	\$ -
RECEIPTS	\$ -	\$ -	\$ -	\$ -	\$ 2,123.15	\$ -	\$ -
DISPERSALS	\$ -	\$ -	\$ -	\$ -	\$ (193.16)	\$ -	\$ -
ENDING BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 196,393.45	\$ -	\$ -
SWEEP							
BEGINNING BALANCE	\$ 168,886.22	\$ 93,306.85	\$ 110,578.26	\$ -	\$ 20,009.00	\$ 19,002.24	\$ 4,121.37
RECEIPTS	\$ 428.28	\$ 236.61	\$ 280.41	\$ -	\$ 50.74	\$ 48.19	\$ 10.45
DISPERSALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING BALANCE	\$ 169,314.50	\$ 93,543.46	\$ 110,858.67	\$ -	\$ 20,059.74	\$ 19,050.43	\$ 4,131.82
STATE SAVINGS							
BEGINNING BALANCE	\$ 164,223.25	\$ 14,362.82	\$ 42,455.94	\$ 17,425.11	\$ 2,924.72	\$ 3,096.22	\$ 1,091.76
RECEIPTS	\$ 3,388.02	\$ 30,626.28	\$ 4,803.84	\$ 42.50	\$ 6,321.47	\$ 8,889.66	\$ 2.66
DISPERSALS	\$ (37,234.12)	\$ (683.23)	\$ (903.91)	\$ (9,839.42)	\$ (18,880.55)	\$ (3,446.63)	\$ -
ENDING BALANCE	\$ 130,377.15	\$ 44,305.87	\$ 46,355.87	\$ 7,628.19	\$ (9,634.36)	\$ 8,539.25	\$ 1,094.42
FIRST NATIONAL - CD							
BEGINNING BALANCE	\$ -	\$ 88,910.24	\$ 88,910.24	\$ -	\$ -	\$ -	\$ -
RECEIPTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DISPERSALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING BALANCE	\$ -	\$ 88,910.24	\$ 88,910.24	\$ -	\$ -	\$ -	\$ -
PETTY CASH	\$ 312.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	GF - 101	MSF - 202	LSF - 203	DSF - 301	WF - 591	EQF - 661	MF - 715
CASH BALANCE - TREASURER	\$ 300,004.15	\$ 226,759.57	\$ 246,124.78	\$ 7,628.19	\$ 206,818.83	\$ 27,589.68	\$ 5,226.24
CASH BALANCE - CLERK	\$ 300,004.15	\$ 226,759.57	\$ 246,124.78	\$ 7,628.19	\$ 206,818.83	\$ 27,589.68	\$ 5,226.24
DIFFERENCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	SSB ENDING BALANCE	TOTAL CASH ALL FUNDS
TREASURER	\$ 416,958.62	\$ 1,020,151.44
CLERK	\$ 416,958.62	\$ 1,020,151.44
DIFFERENCE	\$ -	\$ -
REC. BANK STATEMENT BALANCE	\$ 416,958.62	\$ 1,020,151.44

A. A. A.

Monthly DPW Report: June 2024

Beach Park

- **Sweeping:** The beach park is being swept regularly as needed.
- **Boat Ramp:** Daily sand removal is necessary, which is normal for our situation.
- **Bathrooms:** Cleaned and maintained regularly. Phil is doing an excellent job.
- **Pay Machine:** Functioning well.
- **Garbage and Recycling:** Maintained regularly, ensuring the park remains tidy.

Shalda Park

- **Little League:** Games started in the first week of June and will continue through the end of July, with games on Mondays, Wednesdays, and Thursdays. The diamonds are in great condition.
- **Mowing:** Regular mowing of the diamonds and park as needed.
- **Porta Potty:** Summer porta potty placed, with the first one repaired due to a broken door.
- **Brush Pile:** Maintained every Monday to keep it as neat as possible. Burning the pile has been delayed due to dry conditions.

Water Department

- **Well House Cleaning:** Cleaned out well house one, recycling collected copper, brass, and aluminum for about \$700. Scrap steel still needs to be taken in.
- **Consumer Confidence Report:** The 2023 report has been completed and posted online.
- **Lead and Copper CDSMI Report:** Finalizing the report due on October 18th, with the line-by-line inventory completed using EGLE's format. A copy will be available for council review before submission.
- **Well House 2 and 3 Roof:** Needs a new roof. A price sheet for materials and labor is included, and we would like to start soon.
- **Water Usage:** Increased dramatically due to semi-dry weather, currently about 175,000 gallons per day, which is normal but has started a few weeks early.

Equipment

- **Fuel Tanks:** New fuel tanks are ready for delivery. Waiting to use up some fuel before switching them out, expected in July. Steel posts for safety bollards around the tanks have been picked up.
- **Office Bathroom Repairs:** Joey repaired the drywall in the new office bathroom after plumbing repairs. It should be painted and finished by the meeting. High heat and humidity have increased the drying time for the drywall mud. Smoke detectors have been installed in the furnace room and a combo smoke/CO detector in the main officeway.

Streets and Roadways

- **Lambkin Lane and Florence:** Completed and awaiting grass establishment. The area started off wet and then became very dry, waiting for the seed to take hold.
 - **Tree Data:** Uploaded to new Silversmith software. All trees are geo-located and referenced by size, type, location, and status. Silversmith will provide training on Wednesday the 26th at 9 am. This will be an ongoing project for at least a year as data is gradually put in place. Lead and copper data should be able to be uploaded as it is in a spreadsheet format. The software will allow for viewing and reporting, with adjustable permissions per user.
-

As always, I'm sure I missed some things. Feel free to ask Joey or me any questions.

Sincerely,

John Friend
Village Superintendent

Well House 2 and 3 Roof Repair Cost Estimate

Materials

- **Covering Roof:** Approximately \$1,491.78

Labor

- **Labor by Joe and I:** Approximately 8 hours at about \$500

Disposal

- **Scrap Old Roof:** Will be placed in the dumpster for normal pickup

Materials

- **New Drip Edge**
- **Roof Cement:** Needed around the water system antenna
- **Leak barrier base :** needed under rolled roofing
- **Easystick plus:** rolled roofing

Summary of Work

- **Type of Roof:** Basic flat roof
- **Steps Involved:** Remove old roof, prep, and lay down the new roof

Total Estimated Cost: \$1,991.78

If you have any questions or need further details, feel free to ask.

Sincerely,

John Friend
Village Superintendent

Product	How to Get It	Qty	Total Price
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2-5/8" x 1-11/16" x 12' Style-D Black Aluminum Drip Edge
 Black
 SKU: 1577535
 Model #: ADE12-BL

9

\$75.78

\$8.42/each



SealBest® Professional Grade All-Weather Roof Cement - 4.75 gal.
 SKU: 1531646
 Model #: 1531646

1

\$49.98

\$49.98/each



LeakBarrier® EasyBase™ 36" x 72' Self-Adhering Roofing Base Sheet (200 sq ft Coverage)
 SKU: 1511880
 Model #: 1510000

3

\$372.00

\$124.00/each



EasyStick Plus™ 36" x 36' Black Self-Adhering Rolled Roofing (100 sq ft Coverage)
 Black
 SKU: 1511893
 Model #: 1511893

9

\$1,044.00

\$116.00/each



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Order Summary

Merchandise Subtotal:	\$1,491.78
Pretax Subtotal	\$1,491.78

* Online price may differ from your local Menards®.

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Meeting: June 23, 2024 – Regular Meeting

Subject: Appoint a WW Task Force Member

Author: Sue Palmer

Overview:

An empty seat on the Wastewater Study Update Task Force needs to be filled. The office has posted for applications to fill this position. The applications will be received up June 23, 2024.

Action Requested

I will be appointing a new member to sit on this committee effective immediately and asking the Council to approve this appointment.

Conflict of interest rules apply to all communities, regardless of size

Brad Neumann<neuman36@msu.edu>, Michigan State University Extension - February 24, 2022

Updated from an original article written by Kurt H. Schindler.

Often a small community struggles to avoid a “conflict of interest” situation - particularly hard because of its small size. But there are not any exceptions or special dispensation due to the size of a community.

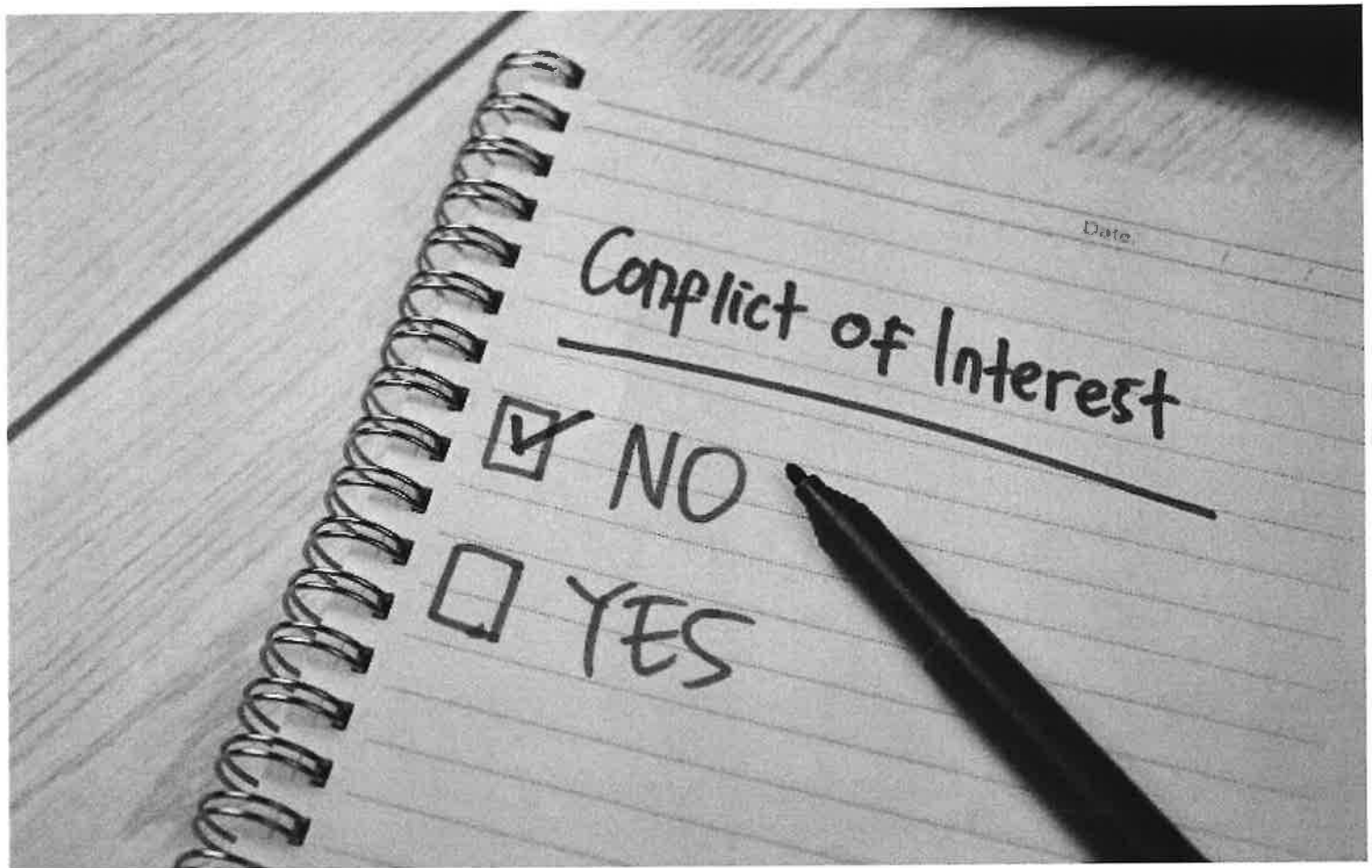
Most are familiar with the idea that a person in a government office should avoid conflict of interest. But sometimes in small communities that can be difficult.

A conflict of interest means a situation when one is making a decision in their government office capacity which is also impacting one's:

- Finances
- Relatives/family (employer/employees, business partner)
- Proximity (as it influences one's property value)

Courts and statutes have established the minimum standard which creates a conflict of interest. However, a local government or a government body (in its bylaws or rules of procedure) can raise the bar and set a higher standard for when a situation is considered a conflict of interest.

For example, “proximity” at a minimum means adjacent, as in next door. So if a member of a planning commission has his or her next door neighbor applying for a special use permit, that planning commission member would have a conflict of interest. But what about two doors or 300 feet away? Those would be the “higher standard” for when a situation is considered a conflict of interest. But it is not always good to raise the bar in



this way. In a very small village, if everything within 300 feet is a conflict of interest, the village may constantly lose a quorum. So a community has to balance practicality with the level of standard before something becomes a conflict of interest.

The same type of balancing should be thought about for “relatives.” Is it immediate family, extended family or third cousin twice removed? The same issue exists between what is pragmatic and the level of standard before something becomes a conflict of interest. There will be communities where the definition of “relatives” may result in constantly losing a quorum to be able to conduct business.

For a planning commission or zoning board of appeals, Michigan law does not provide for, or give any special dispensation due to the size of a community, or the likelihood there may be more or less opportunity for conflict of interest to exist. Michigan State University Extension land use educators receive questions from time-to-time from

because their community is small. Those types of exceptions or special considerations do not exist for planning commissions or zoning boards of appeals.

(The rules about conflict of interest can be different for elected bodies. For example, a county commissioner shall not be interested directly or indirectly in any contract or other business transaction with the county unless the contract or transaction has been approved by 3/4 of the members of the county board of commissioners [MCL 46.30].)

When one has a conflict of interest that does not preclude one from serving on a board or commission, it does mean for that particular case, the member with the conflict does not vote, discuss (in or outside the meeting), or participate at the meeting (e.g., leaves the meeting room) for that agenda item. If the member has interests that need to be represented on that agenda item, it is done through an agent (spouse, lawyer, friend or other person).

“Incompatible office” is different. It is when one person holds two public offices, and one office is subordinate to the other, or one office is responsible for a contract relationship, or negotiation, with the other. In those instances, the person cannot hold both offices, and must resign from one. (Some prosecuting attorneys will say the first office is automatically vacated upon appointment to the second office, whether the person intended to do so or not.) So, consideration of a possible incompatible office may be an important consideration by an elected body when appointing someone to a planning commission or zoning board of appeals. Also, there are some exceptions to incompatible office situations. Exceptions to the incompatible office rule are the ex officio member(s) of a planning commission (that also serves on the legislative body) (MCL 125.3815(5)), the ex officio member of the zoning board of appeals (that also serves on the planning commission) (MCL 125.3601(4)) and the ex officio member of the zoning board of appeals (that also serves on the legislative body) (MCL 125.3601(6)). (The rules about incompatible office can be different for elected bodies. For example, a “public servant” can be emergency medical service personnel if in a local government with a population fewer than 25,000 [MCL 15.323a]. Other exceptions exist for public servants that work less than 25 hours per week and other considerations [MCL 15.323], and a list of other miscellaneous exceptions [MCL 15.183], none of which generally apply to planning commissions and zoning boards of appeals.)

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Village of Empire Council Meeting Documentation

Date: June 16, 2024

Regular Meeting

Meeting Date: June 25, 2024

Subject: Short-Term Rental Ordinance

Author: March Dye

Overview:

At the work session on June 13th there was discussion on what to do next with the two ordinances produced by the STR Ordinance Committee.

Discussion:

Conflict of Interest: As a result of that discussion two village residents verbally questioned our rules of procedure in regards to potential votes taken on STR issues and a conflict of interest.

Our rules of procedure state:

8.2 Conflict of Interest and Abstention from Voting

No Council Member shall vote or participate in the discussion of a question, issue or decision where the Council Member has knowledge that the outcome of the question, issue or decision will provide a direct or indirect financial benefit to the Council Member, a member of his or her immediate family or a business with which he or she is associated, if different from any financial benefit shared by the general public. In such an event, the Council Member shall abstain and shall state on the record, or in writing for inclusion in the record, the facts which create the conflict.

Where no conflict exists as a matter of law, but a Council Member is concerned that facts exist which may create the appearance of a conflict, the Council Member may participate in discussion and shall vote on the matter; but before doing so the Council Member shall make a disclosure on the record, or in writing for inclusion in the record, the facts which create the appearance of a conflict.

Unless otherwise prohibited by law, if all sitting members of the Council are present at a meeting and one or more members must abstain because of a conflict of interest and such abstention(s) result in the inability of the Council to act, then the member(s) with the conflict may be permitted to vote. In such an event, in addition to stating on the record, or in writing for inclusion in the record, the facts which create the conflict, the Council Member shall vote his or her conscience disregarding his or her personal interest and shall state the facts in support of his or her vote on the record.

If a question arises as to whether or not a conflict exists, the Council may postpone the matter to seek legal opinion regarding the existence of a conflict or may by a simple majority vote of the remaining members determine whether a conflict exists using the guidelines set forth above.

Also see the attached article from MSU Extension regarding conflict of interest.

Do any of the council members have a conflict of interest?
If so - what do we want to do about it?

Do we send both Ordinance versions to the attorney :

If we do send both should we ask them to be reviewed by a member of the law firm versed in the nuances of STRs.

Possible questions to ask:

Are all of the sections legal.

What effects will the ordinance have on our zoning ordinance if any.

What changes would need to be made to our zoning ordinance if any to implement the ordinance.

Suggested Action to be Taken:

Send both Ordinance versions with supporting documents to Mika Meyers for review.

Village of Empire - Village Council Documentation

Date : June 19, 2024	Type of Meeting : Regular
Meeting : June 25, 2024	
Topic : Short Term Rental	Author : Maggie Bacon

Overview:

A short term rental report update committee was formed in July or August of last year. Their charge was never completed. A new committee was formed in October of 2023 to create an ordinance. The committee created two options: A regulation ordinance and a registration ordinance. Only the members of council from the committee were present at the last meeting to discuss the pros and cons, consequences, and pitfalls of both ordinances.

A key question was this: If the Village began to enforce ordinances (2 nuisance ordinances, fireworks, garbage, and travel trailers), couldn't the registration ordinance along with the Good Neighbor guide provide a sufficient path upon which the Village could build as needed?

The answer was:

1. The Good Neighbor guide would need revision (so that people just didn't sign up for owning a STR without owning one).
2. A second concern was about the Purpose Statement of the registration ordinance. There was concern about the use rights and regulation.

An issue, not raised at the work session but that may be another area of concern is the perceived commercial nature of an STR. Finally, an active group of residents provided the Village Council with 80 names on a petition supporting the regulation. The petition was added to the 30 or letters written to the committee and/or the Council. The petition was not presented to the committee.

It did seem odd that with so few objections, the committee could not come to a more unified recommendation.

Facts:

1. The Committee cannot assume that reduced attendance, fewer comments from the public or a "slow down" in letters is a sign that (paraphrase) the division this issue has created has dissipated. Or that over time residents, overall, were warming to the regulation policy.
2. No law or statute has been adopted that has declared short-term rentals are a commercial venture. Court cases are decided upon on a specific set of facts - that may or may not apply to the facts in Empire.
3. If Zoning allows a particular use, the Village can still "regulate" that use under the Village's police powers. (This is in relation to a statement made about the purpose statement: something along the lines of right of use can't be regulated).
4. Reaching a majority of the committee agreeing to a cap was achieved because the discussion was focused on the consideration of a registration ordinance.

5. Both ordinances are the result of many hours of deliberation, thoughtfulness and in the spirit of doing right by and for the residents of the Village of Empire.

Recommendation and Rationale:

The only suggestion for next steps (moving forward) was to obtain an opinion from attorney.

My understanding of obtaining a **legal opinion** is that our attorney would provide an analysis of each Ordinance - indicating where issues might arise with wording or "squishy" phrasing. It might be possible to request legal advice from the attorney which is the attorney providing counsel and guidance as to what future actions the Village Council should take. This refers to offering clients advice that keeps them operating within the letter of the law.

The time to employ our attorney will be once we have landed upon "the ordinance" we are going to implement. While the committee members have spent the better part of 5 months of their lives thinking about these ordinances, the entire council has not. While some great discussion did occur in those 15 to 20 minutes during our last meeting, it was not enough. It was not enough because the Council and our residents need a professional assessment that will include addressing nitty gritty questions. An experienced planner will be able to provide to the council:

1. The pros and cons of each ordinance.
2. Information about alternatives or additional options that our committee may not have considered based on resident feedback.
3. An assessment of possible unintended consequences of each ordinance.
4. Suggestions for smooth implementation.

Obtaining that level of service will offer Council members and our residents a substantial basis upon which to make a final decision. It may also be cheaper than an attorney opinion at this point. This is NOT to have a planner start all over again. We have two solid ordinances. It is possible that either could be tweaked to be "just right". Simply put we are seeking the guidance from someone who is more expert in this field of study than any of us.

This does not have to be onerous. We can choose to issue an RFP. We can choose to work with a planner we have worked with before (Dr. Grobbel). We can seek out planners who have done work with other municipalities like Beckett and Raeder.



**VILLAGE OF EMPIRE
SHORT-TERM RENTAL REGISTRATION ORDINANCE
Ordinance No.**

AN ORDINANCE TO PROVIDE FOR THE REGISTRATION AND TO OBTAIN INFORMATION RELATING TO SHORT-TERM RENTALS WITHIN THE VILLAGE OF EMPIRE.

THE VILLAGE OF EMPIRE ORDAINS:

SECTION 1: PURPOSE

The Village of Empire Council finds and declares as follows:

- A. Short-Term Rentals are allowed in whatever districts may allow Single-Family, Two-Family, or Multiple-Family dwellings (by reason of such being dwelling units accommodating one, two, and multiple families, respectively, either permanently or transiently).
- B. The Village has enacted this Ordinance to Register Short-term Rentals and to gather accurate data that may be used to determine if further regulation is needed and appropriate.

SECTION 2: DEFINITIONS

As used in this Ordinance:

Agent: A person, firm or agency authorized to represent the Owner of Prop # on which a Short-term Rental (STR) is located in the Village of Empire (Village).

Bed and Breakfast Establishments: Any Owner occupied dwelling used or designed in such a manner that certain rooms in excess of those used by the family are rented to the transient public for compensation.

Cap: A limit that may be imposed on how many STR Dwelling Units may be located in all or portions of the Village.

Dwelling Unit: A building or portion of a building, either site-built or manufactured off site and placed on site which contains sleeping, living, cooking, indoor sanitary facilities meeting health department rules and located under one roof, and can accommodate one family, either permanently or transiently. In the case of buildings which are occupied in part, the portion occupied shall be considered a dwelling unit, provided it is in conformance with the criteria for dwellings. In no case shall a travel trailer, truck, bus, motor home, tent or other such portable structures be considered a dwelling unit.

Dwelling, Accessory: A dwelling unit accessory to a single-family residence or commercial use, located either in the principal structure or an accessory building, such as a garage. An accessory dwelling commonly has its own kitchen, bath, living area, sleeping area, and usually a separate entrance.

Fee: The cost to register a STR as established in this ordinance or amended by the Village Council, by Resolution.

Good Neighbor Guide: A document containing guidelines developed by the Village to provide information to STR occupants as to neighborly conduct expected of those transiently staying in the Village, consistent with what is generally expected of all residents.

Local Contact Person - A local Owner or Agent of the Owner who is available and authorized to respond to occupant, Village, or neighborhood questions or concerns and take remedial action, if necessary.

Hotel, Motel or Inn: A building occupied or used as a predominantly temporary abiding place by individuals or groups of individuals, with or without meals, and in which there are more than five (5) sleeping rooms.

Occupant - An individual transiently residing as a tenant in a STR.

Owner - The legal or equitable title holder of the Prop # (or portion thereof) on which a STR is located.

Property Number (Prop #): As found in the Property Information section of the Village Tax bill.

Short-Term Rental (STR)- A Dwelling Unit or Accessory Dwelling rented for a period of time less than thirty (30) consecutive days, other than a Bed & Breakfasts, Hotel, Motel, or Inn.

Short-Term Rental Registration - A Short-Term Rental Registration Form submitted to/filed with the Village.

Village - Shall refer specifically to the Village of Empire.

SECTION 3: APPLICABILITY

- A. STR Registration does not authorize rental lodging in a recreational vehicle, camper, or tent.
- B. This Ordinance does not affect restrictions imposed by deeds or contracts.
- C. Notwithstanding any other provision in this Ordinance, registration (or renewal of registration) does not assure continued authorization for locating a STR in the Village, if the Village adopts an Ordinance which imposes a Cap (by whatever means determined). Any such Ordinance may determine if and which existing STRs may continue to be located in the Village.
- D. This Ordinance does not apply to an Owner of a STR that will be rented for a total of fourteen (14) days or less per calendar year.

SECTION 4: SHORT-TERM RENTAL REGISTRATION REQUIREMENTS

A. An Owner shall not locate a STR in the Village without registering the STR with the Village Office, if the STR is rented more than fourteen (14) days per calendar year.

B. Forms for Registration of a STR will be made available through the Village Office and the Village website.

C. Registration will be valid for a period of one (1) year and expire each December 31st.

D. A STR Registration Form must be completed by or on behalf of the owner and received by the Village Office. An existing STR may continue in the Village if such a registration is received by the Village within ninety (90) days after the later of (a) the effective date of this Ordinance and (b) notice of adoption of this Ordinance is sent by mail, email, or other adequate means to all listed Owners of Property in the Village.

The Registration Form shall include the following:

1. Property Name, Property Address and Property #.
2. Property Owner name, address, phone number, and email.
3. Local contact person's name and phone number.
4. Maximum Occupancy as established by the Owner and if previously used as a STR.
5. Such additional information as may be contained on the Registration Form approved by the Village Council, by Resolution.
6. Signature of Property Owner and date.

E. Year one (1) of this Ordinance will require a Registration Fee of \$25.00 to accompany the Registration Form. Registration is not complete until both the Registration Form and required Fee are received by the Village Office. The Village Council may, by Resolution, change the Fee for STR Registration and post that change on the Village Website, Fee Schedule.

F. The Village will not deny a renewal of an existing STR Registration if the completed renewal Registration Form and Fee are received by the Village on or before the expiration date of the current registration and there are no unresolved violations.

G. The STR Registration shall only apply to the Prop # listed on the completed Registration Form. In the case of a sale or transfer of a Prop #, a new Owner desiring to continue the STR must complete a new Registration Form and pay the Fee within thirty (30) days of the property sale or Closing to continue the STR.

SECTION 5: RULES FOR OWNER OF REGISTERED STR

A. Within thirty (30) days of any change in contact information for the Owner or Local Contact Person, the Owner shall inform the Village of the new contact information.

B. The Owner shall provide renter access to the Good Neighbor Guide before the end of the first day an Occupant rents the STR.

SECTION 6: VIOLATIONS

The following will be considered a violation of this ordinance:

- A. Owner intentionally providing false or misleading material information on the STR Registration Form.

- B. An Owner locating a STR in the Village that is required to be registered, without registering the STR with the Village Office.
- C. Owner failing to comply with updating contact information or providing renter access to the Good Neighbor Guide.

SECTION 7: PENALTIES -The penalties for violations of this Ordinance are as follows:

- A. For a first violation within any calendar year, the penalty is a written notice of violation.
- B. After notice and opportunity to correct the first violation, further violations within the same calendar year shall be subject to Municipal Civil Infraction Notices, Citation, Actions, and fines as provided in the Village Ordinances 107 and 149, treating the first such further violation as the first one under such ordinance.
- C. Revocation of Registration
 - 1. After notice and opportunity to correct the second violation, for any further violation within the same calendar year with respect to a single STR unit, in addition to penalties provided above, the official designated to enforce the Ordinance may revoke the registration for that STR unit, in writing, in the absence of the Owner showing good cause for not revoking the registration. A written notice of revocation will be sent to the addresses (mail and email) of the Owner on the current Registration Form (or update). Receipt of the notice of revocation is deemed to occur by the earlier of: (a) the Owner's actual receipt of the notice or (b) five (5) days after the notice is mailed/emailed to the addresses on the most current Registration Form (or update).
 - 2. An Owner may submit a written appeal to the Village Council of a decision to revoke a registration, such appeal to be received by the Village Office with thirty (30) days of the date the written notice of revocation was mailed to the Owner. In such an appeal, the Village Council will decide the matter *de novo*, upon a vote of a majority of members of Council attending a meeting with a quorum of the Council. The appeal shall be heard at a public session of Council, at which time the Owner may be represented by an attorney under procedures adopted by Resolution of the Council.
 - 3. As of the date written notice of revocation is deemed received by the Owner, a revoked registration is of no effect as a registration, unless and until the revocation is reversed or modified on appeal.
 - 4. If registration has been revoked, the Owner may submit a new Registration Form in the following calendar year if, and only if, all violations have been resolved by cure, satisfaction, withdrawal, dismissal, or settlement.

SECTION 8: ENFORCEMENT OFFICIAL

Any person officially authorized by the Village of Empire Council is hereby designated as authorized officials empowered to issue written notice of violation and municipal civil infraction citations to alleged violators of this ordinance.

SECTION 9: ABATEMENT

In addition to enforcing this Ordinance through Section 7, the Village may initiate proceedings to abate or eliminate a violation of this Ordinance.

SECTION 10: VALIDITY

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any remaining portions or application of this Ordinance which can be given effect without the invalid portion or application.

SECTION 11: EFFECTIVE DATE

PROP #
041- _____



Registration for Rental Year:

VILLAGE OF EMPIRE SHORT TERM RENTAL REGISTRATION FORM

Property Name: _____

Property Address: _____

Owner Name: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Local contact person

- 1. Authorized by the Owner to take all remedial action
- 2. Available to respond to issues at the property

Name: _____ Phone: _____

Maximum Occupancy (set by Owner): _____

Previously Used as a STR: YES NO

Number of STRs at property address: _____

Available Off-street parking: YES NO

Available Sealed trash disposal container: YES NO

By signing this Registration, I acknowledge that:

1. I have the Village of Empire Short-Term Rental Ordinance; and
2. I am responsible for all local, county, and state codes for health and safety; and
3. I will provide the Good Neighbor Policy to occupants; and
4. The information contained on this Registration is true to the best of my knowledge. I understand that submittal of false information on this Registration is a violation of the Ordinance; and
5. I will notify the Village of Empire within thirty (30) days if there are any changes to information on this Registration; and
6. Registration of a STR in no way indicates any responsibility by or liability of the Village for the Owner's operation of a STR in the Village.

Print Name of Property Owner

Signature of Property Owner

Date: _____

FOR OFFICE USE ONLY

DATE REC'D _____ FEE PAID: YES NO

RECEIVED BY: _____

VILLAGE OF EMPIRE
LEELANAU COUNTY, MICHIGAN
ORDINANCE NO. XX OF 2024
SHORT TERM RENTAL ORDINANCE

AN ORDINANCE PURSUANT TO PUBLIC ACT NO. 3 OF 1895, MCL 67.1 AS AMENDED, TO REGISTER, LICENSE AND REGULATE SHORT-TERM RENTALS WITHIN THE VILLAGE OF EMPIRE TO INSURE THE PUBLIC HEALTH, SAFETY AND WELFARE AND TO PROVIDE PENALTIES FOR VIOLATIONS THEREOF.

THE VILLAGE OF EMPIRE ORDAINS:

Section 1. Definitions.

As used in this Ordinance:

“**Agent**” means person, firm or agency authorized to represent the Owner of the tax parcel on which a STR is located in the Village.

“**Bed and Breakfast Establishments**” means any owner occupied dwelling unit used or designed in such a manner that certain rooms in excess of those used by the family are rented to the transient public for compensation.

“**Bedroom**” means a separate room or space used or intended to be used for sleeping purposes.

“**Cap**” means the maximum number of Short-Term Dwelling Units allowed within the Village limits.

“**Dwelling Unit**” means a building or portion of a building, either site-built or manufactured off site and placed on site which contains sleeping, living, cooking, indoor sanitary facilities meeting health department rules and located under one roof, and can accommodate one family, either permanently or transiently. In the case of buildings which are occupied in parts the portion occupied shall be considered a dwelling unit, provided it is in conformance with the criteria for dwellings. In no case shall a travel trailer, truck, bus, motor home, tent or other such portable structures be considered a dwelling unit.

“**Dwelling, Accessory**” means a dwelling unit accessory to a single-family residence or commercial use, located either in the principal structure or an accessory building, such as a garage. An accessory dwelling commonly has its own kitchen, bath, living area, sleeping area, and usually a separate entrance.

“**Good Neighbor Guide**” means a document containing guidelines developed by the Village to provide information to STR occupants as to neighborly conduct expected of those transiently staying in the Village, consistent with what is generally expected of all residents.

“**Hotel, Motel or Inn**” means a building occupied or used as a predominantly temporary abiding place by individuals or groups of individuals, with or without meals, and in which there are more than five (5) sleeping rooms.

"Local 24-Hour Contact Person" means a local Owner or Agent of the owner who is available and authorized to respond to tenant, Village and neighborhood questions or concerns and to take remedial action if necessary.

"Owner" means the legal or equitable title holder of the tax parcel on which a STR is located.

"Occupant" means an individual over the age of 4 (four)-temporarily residing in a Dwelling Unit or Accessory Dwelling Unit operating as a STR.

"Short-Term Rental (STR)" means to permit, provide for, or offer possession or occupancy of a Dwelling Unit or an Accessory Dwelling Unit for commercial use for a period of time less than thirty (30) consecutive days in exchange for consideration.

"Special Event" means a gathering that occurs and causes significant disruption to neighbors and the surrounding community.

"Parcel" means a parcel of property to which the Property Assessor has assigned a distinct ad valorem property tax identification number.

"Village" shall refer specifically to the Village of Empire.

Section 2. Applicability

No STR may occur in the Village unless in conformity with the provisions of this ordinance. This Ordinance applies to all residential Dwelling Units and Accessory Dwelling Units in the Village and to the owners of those dwellings wherein the dwelling is rented for a period of less than 30 consecutive days with the following exceptions:

A. This ordinance does not apply to legally permitted or non-conforming Bed & Breakfasts, motels, hotels or inns as defined in the Village Zoning Ordinance.

B. This ordinance does not apply to rental units wholly contained within a dwelling occupied by an on-site owner.

C. This Ordinance does not apply to a Dwelling Unit or Accessory Dwelling Unit or the owners of said units which will be rented for a total of fourteen (14) days or less per calendar year.

E. This Ordinance does not affect additional or more-restrictive requirements placed on the use of property (or a portion thereof) imposed by deeds, restrictive covenants, association rules, regulations, by-laws, rental agreements, etc.

Section 3. License Required

No owner shall permit or allow a dwelling unit or accessory dwelling unit to be used as a STR nor enter into a STR agreement within the Village without first obtaining a license from the Village pursuant to the requirements of this ordinance.

A. Duration. A short-term rental license shall be valid for the calendar year such license was obtained (January 1 until December 31).

B. Transferability. A STR license may not be transferred from one dwelling unit to another dwelling unit nor from one owner to another.

C. A Cap on the number of STRs permitted in the Village shall be set by the Village Council.

Section 4. Registration and Fee Requirements

An Owner seeking a license under this Ordinance shall submit a complete registration to the Village Zoning Administrator or his/her designee and pay such fee determined from time to time by resolution of the Village Council. The Registration shall be on a form prepared by the Village and shall, without limitation, include all information reasonably necessary for the Zoning Administrator or their designee, to determine whether the applicable standards for approval have been met.

Section 5. Standards of Approval.

The Zoning Administrator or their designee shall approve, or approve with conditions, a registration for a STR License only upon a finding that the dwelling unit complies with all of the following applicable standards:

A. **Maximum Overnight Occupancy** - Maximum overnight occupancy for STR shall be up to a maximum of two (2) persons per sleeping room or bedroom , plus two (2) additional persons per property, up to a maximum of twelve (12) persons, excluding children under four (4) years of age.

B. **Per Parcel Limit on Number of Dwelling Units.** Only one dwelling unit/ accessory dwelling unit shall be used as a short-term rental per parcel, except that when a parcel lawfully contains more than one dwelling unit/accessory dwelling unit, each separate dwelling unit/accessory dwelling unit may be used as short-term rental provided that each such dwelling unit/accessory dwelling unit is separately licensed under this ordinance.

C. Parking.

The owner shall minimally comply with applicable parking requirements under the Village Zoning Ordinance Section 3.16.1. Boats, recreational vehicles, trailers and similar personal property may not be parked, stored, or used in an unimproved front yard area of the licensed premises.

D. Health, Fire and Safety Codes

The licensed premises shall meet all applicable health, fire and safety codes at all times. This includes codes related to smoke alarms, carbon monoxide detectors, fire extinguishers, and egress windows. The Sanitary Waste System shall have been permitted by the Benzie-Leelanau Health Department.

E. Designated Local 24-Hour Contact Person

1. The Owner of a STR must designate a Local-24 Hour Contact Person who has access and authority to assume management of the unit and take remedial measures if necessary.

2. The Owner will provide the phone number of the Local 24-Hour Contact Person to all immediately adjacent neighbors along the subject property's boundaries. An Owner meeting the requirement may designate themselves as the Local 24-Hour Contact Person.

F. Trash. Provisions for trash disposal must be provided. Trash must be contained in properly sealed receptacles. There must be no overflow that will be attractive to vermin.

G. No Special Events are allowed on STR property.

H. The owner shall provide a renter access to the **Good Neighbor Guide**.

I. **Certification by Owner.** As part of the registration, the owner shall certify that the foregoing standards have been met. The Village may deny or revoke a license if the statements or representations made on the application are determined by the Zoning Administrator/ designee to be false or materially misleading. The applicant may appeal the Village Zoning Administrator's decision to the Village Council.

Section 6. Violations

A. Violations as Municipal Civil Infractions. Any person who violates any provision of this Ordinance shall be responsible for a Class C municipal civil infraction. Each day that a violation occurs constitutes a separate offense.

B. For a first violation within any calendar year, the penalty is a written notice of violation.

C. After notice and opportunity to correct the first violation further violations within the same calendar year shall be subject to Municipal Civil Infraction Notices, Citation, Actions, and fines as provided in the Village Ordinances 107(Section 5, Subsection A) and Ordinance 149, treating the first such further violation as the first one under such ordinance.

D. Revocation of License. The Village may revoke the STR License for any dwelling or accessory dwelling unit which is the site or subject of at least three (3) separate incidents or violations of this Ordinance (occurring on three (3) separate days) within a calendar year. An owner may appeal a decision to revoke a license to the Village Council within 30 days of the date the written note of revocation was issued.

Section 7. Enforcement Officials. The Village Zoning Administrator or his/her designee and law enforcement officials of the Leelanau County Sheriff's Department are hereby designated as authorized officials who are empowered to issue municipal civil infraction notices or citation pursuant to this Ordinance.

Section 8. Civil Action. In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding, the Village may initiate proceedings in the circuit court to abate or eliminate a violation of this Ordinance,

Section 9. Severability. If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any remaining portions or application of this Ordinance which can be given effect without the invalid portion or application.

Section 10. Effective Date.

This Ordinance shall become effective thirty (30) days after publication.

Sue Palmer, President, Village of Empire

Derith Smith, Clerk, Village of Empire

Adoption Date:

Publication Date:

Effective Date:

PARCEL #
041-_____-_____-_____



Registration #: _____

License #: _____

VILLAGE OF EMPIRE SHORT TERM RENTAL REGISTRATION FORM

Property Name / DBA: _____

Property Address: _____

Owner Name: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Local 24-hour contact person (owner or agent)

1. Authorized by the Owner to take all remedial action
2. Available to respond to issues at the property

Name: _____ Phone: _____

Maximum Occupancy: _____ (Does not include children under the age of 4)

Previously Used as a Short Term Rental at Sometime between 2022 and August 2024 :
Yes _____ No _____ (If Yes Notarization Required)

Registration Fee Non-Refundable: \$25

Owner Certification:

By signing this Registration, I certify that:

1. I have read the Village of Empire Short-Term Rental Ordinance and understand the requirements, standards of approval, violations and penalties contained in the Ordinance; and,
2. This STR has bedrooms/sleeping areas to justify the stated maximum occupancy; and,
3. This STR satisfies the Health, Fire and Safety section of the Ordinance; and,

4. I will provide the Good Neighbor Guide to occupants; and,
5. The information contained on this Registration Form and any Submittals is true to the best of my knowledge. I understand that submittal of false information on this Registration Form is a violation of the Ordinance.
6. I will notify the Village of Empire within thirty (30) days if there are any changes to information on this Registration Form; and,
7. Registration and Licensing of a STR in no way indicates any responsibility by or liability of the Village for the Owner's operation of a STR in the Village.

Print Name of Property Owner

Signature of Property Owner

Date: _____

NOTARY PUBLIC: [NOTARY SEAL:]

 Signature of Notary

 Printed Name of Notary

My commission expires: _____
 Month/Day/Year

-----**FOR OFFICE USE ONLY**-----

DATE REC'D _____ APPLICATION FEE PAID _____

DATE APPLICANT NOTIFIED OF APPROVAL FOR LICENSE: _____

DATE LICENSE FEE PAID: _____

LICENSE NUMBER _____ DATE ISSUED: _____

APPROVED BY: _____



INSTRUCTIONS FOR APPLYING FOR A SHORT-TERM RENTAL LICENSE

PURSUANT TO VILLAGE OF EMPIRE ORDINANCE — OF 2024

On August —, 2024 the Village of Empire Council approved Ordinance — —, the Village of Empire Short-Term Rental Ordinance. Starting on **January 1, 2025**, anyone operating a Short-Term Rental in the Village of Empire must have a Short-Term Rental License.

◆ Initial Registration Process (for 2025)

1. Registrations for Short-Term Rental Licenses for the calendar year 2025 will be accepted by the Village of Empire starting on **Wednesday, month/day/2024 at 10:00am at the Empire Village Office, 15537 S. Leelanau Hwy., PO Box 253, Empire, Mi 49630.**

2. Registrations will be date stamped and numbered upon receipt.

3. Any registrations received in the mail prior to 10:00am of (above date) will be stamped and numbered at 4:00pm. on (above date).

4. Submitted registrations will be reviewed for completeness, including the registration fee of \$25 and required information. Incomplete registrations will be set-aside and will lose their place in the queue. Registrants will be notified by email within 3 business days from (above date) of an incomplete registration.

5. Completed registrations will be reviewed for issuance of the license. Once the Registrant is notified of approval for the License they will have 15 days to submit the License fee (\$200). After receipt of the fee, an issued license will be sent to the Owner (registrant) via email and first-class mail.

6. Registrants showing proof of having operated a STR (a notarized statement) between 2022 and August of 2024 will be guaranteed a license upon receipt of a completed Registration, payment of the Registration and payment of the License Fee.

7. If the number of submitted applications exceeds the number of allowable licenses specified by the Village Council a waiting list will be established. If a Registrant on the waiting list is notified of an opening, they will have 15 days to submit the License Fee.

8. Registrations will be accepted at any time during the year after the initial registration process.

◆ Renewal Registration Process for Subsequent Calendar Years:

1. All Short-Term Rental Licenses shall expire on December 31 or upon the sale or transfer of a licensed property.

a. In the case of the sale/transfer of a property in a year when there are bookings already made, the license may be extended to take in those bookings if requested by buyer. The new owner will have to register for a new license for any future use as a STR.

2. Existing License holders may re-apply for the next calendar year at any point between October 1 and November 30. All licenses, if eligible, will be issued by December 31 when re-applied for by November 30.

3. Any License holder who does not submit a renewal registration by November 30 will be required to file a new registration and will be placed on the Waiting List should licenses not be available.

4. If, on December 1, there are fewer licenses issued than the Cap, and there is a waiting list, the Zoning Administrator or designee shall issue licenses to the next qualifying registrants.

- ◆ New registration will be accepted at any time.
- ◆ Licenses run from January 1 to December 31
- ◆ The License Registration form can be found on the Village Web Site.

ITEMS REQUIRED FOR SUBMITTAL OF A STR REGISTRATION

- ◆ A fully filled out and signed Registration form.
- ◆ A notarized statement of having had an operating STR at sometime between 2022 and August 2024 if applicable (or a notarized registration form).
- ◆ Registration Fee of \$25 payable to the Village of Empire.

The Maximum number of Short-Term Rentals (Cap) allowed in the Village of Empire is 14% of the housing stock determined by the Township Tax Assessor not to include the STRs in the Front Street District and the M22 Corridor. If the total of licenses issued in the first year is more than 14% no new licenses will be issued until the number falls below 14%.

Meeting: June 23, 2024 – Regular Meeting

Subject: Approve the Wade Trim Proposal

Author: Sue Palmer

Overview:

Council talked about the Wade Trim Proposal presented to the WW Study Update Task Force at the Work Session and agreed to move the decision to the Regular Meeting for a vote. The Task Force made their recommendation to accept the proposal.

Action Requested

I would like a motion to approve the Wade Trim Proposal as received at a cost not to exceed \$12,000, per the Task Force recommendation.

I am also requesting a motion to request that Renovare reach out to Wade Trim regarding how each may or may not enhance their deliverables.

Empire Village Council Documentation

Date: June 19, 2024	Meeting: Regular Meeting
Meeting Date: June 25, 2024	
Topic: Economic Impact Study - Wastewater Committee Request	Author: Maggie Bacon

Overview:

The formation of the Wastewater Committee had a focus of a) the committee was to research what newer, more innovative systems were available for small municipalities and b) recognition (based on the 2018 study and continued environmental testing) the need is an economic one, not environmental. A key element, therefore, of the charge was: "provide an economic impact to the Village of Empire".

Unfortunately, the assumption was made that the definition of economic impact was universal. It has become clear that it is not. Below are some definitions.

Questions

The committee, before finding a combo engineering/planning firm, had a discussion about economic impact and "that it might not be worth the money because it is highly speculative."

In using the actual definition, would a market research firm (given \$4,000 to \$5,000) be able to provide answers to the following questions:

1. What type of businesses cannot locate in Empire because there is no municipal wastewater system?
 - a. Are those businesses something that Empire is likely to be able to support for more than 6 months per year - given the seasonal population shifts - including a percentage of full-time residents who leave the area for several months in the winter?
2. What type of businesses can Empire (and the surrounding area) support for 6 months or more each year?
 - a. How would that change if the population rose to 500?
 - b. Do those businesses need a municipal wastewater system?
3. What is the projected loss of revenue experienced by current businesses in Empire because there is no municipal wastewater system?

The focus is on overall growth throughout the Village and on what is possible and feasible. The answers can then be used to calculate growth figures/net tax gains (it is possible the Village will opt to employ options where no gains are realized for years), employment numbers, changes in housing needs, etc.

The Wade Trim proposal is more speculative. It focuses on providing an engineering solution that supports ONE theory: the presumption that two commercial properties have not developed because of a lack of a municipal system. Maybe. Maybe now. That is not a fact. They will glean from these redevelopment properties potential jobs, tax revenue increases (despite what the Village may need to offer in TIFF funding) and overall undefined "economic impact". They will not answer the question - can Empire and the surrounding area support those businesses? Are there businesses that will want to invest in those larger structures and/or a housing development?

Action:

The Village Council does not need to spend \$4,000 that only looks at one option for encouraging Redevelopment - a municipal wastewater system. It would be more meaningful (still NOT a true economic impact study!) if the study also looked at the viability of a stand-alone Sledgehammer system on either property along with an explanation of limitations; or a private cluster system (as in the New Neighborhood or the Village at M-22) for a housing scenario; or the costs and load needs in relation to the private EGLE system that has been approved. It is \$4000 that does not need to be spent.

Definitions

Economic impacts are the "effects on the level of economic activity in an area. They are usually viewed as the expansion or contraction of an area's economy, resulting from changes in (such as opening, closing, expansion, or contraction of) a facility, project, or program."

Redevelopment/Development Sites. The action or process of developing something again or differently. "The redevelopment of the university website" or "Construction of new buildings in an urban area, typically the demolishing of existing building. "The town is undergoing significant redevelopment"



Wade Trim, Inc.
10850 E. Traverse Highway, Suite 2260 • Traverse City, MI 49684
231.947.7400 • www.wadetrim.com

May 2, 2024

Village of Empire
10088 West Front Street
P.O. Box 253
Empire, MI 49630

Attention: Paul Skinner
Chair – Wastewater Feasibility Taskforce

Re: Proposal for Professional Planning and Engineering Services
Economic Impact Analysis of a Proposed Sanitary Sewer System
Village of Empire, Leelanau County, Michigan

Dear Paul:

We are pleased to submit this professional services **proposal** to the Village of Empire to support its efforts to analyze the potential economic impacts related to the installation of a proposed sanitary sewer system within the Village. This proposal is based upon our understanding of the scope of work, which was developed through discussions and email and voicemail correspondence between yourself, representing the Village of Empire Wastewater Feasibility Taskforce, and Arthur F. Mullen, AICP.

PROJECT SCOPE

Wade Trim (WT) proposes the following Project Scope items:

- **Task 1: Analysis of Potential Funding Alternatives:** WT will outline various options available for local units of government to fund the development of new sanitary sewer systems. Special attention will be given to the development of smaller systems that would be comparable in size and number of users with the Village.
- **Task 2: Evaluation of Proposed Sanitary Sewer Systems:** WT will evaluate three sewer system development scenarios as described in the 2017 Gosling Czubak Preliminary Engineering Report titled *Wastewater Feasibility Study, Village of Empire*, dated October 10, 2017 and the Chamber of Commerce's *Village of Empire Feasibility Study for the Community Sanitary Sewer Collection and Treatment System* by H. Luzius Engineering, LLC, dated November 16, 2023. WT will assess three of the proposed solutions: 1) Scenario 2 of the Gosling Czubak proposal, and Scenarios C and D of the Luzius proposal. We would analyze each of the three scenarios and confirm their cost estimates including providing the costs related to operation of the system and average annual costs per commercial/industrial and residential user. The affordability index for residential sewer service customers (cost of annual sewer service at or below two percent of the Village's median household income is deemed affordable) will be calculated for each of the three systems.
- **Task 3: Potential Impacts of Redevelopment/Development Sites:** WT will analyze three potential redevelopment/development sites selected by the Village and evaluate the impact of the installation of sanitary sewer at those locations. These three locations are:
 - 1) 10017 W. Front Street (former Empire School)

- 2) 11712-11738 S. Lake Street (former lumber mill/hardware store)
- 3) Parcel 041-824-015-30 (workforce housing site).

We will analyze these sites with the following scenarios: 1) a single development scenario based upon adaptive reuse of the former school; 2) two development scenarios for the former lumber mill/hardware site of differing uses and densities; and 3) a single moderate density workforce housing scenario for the third site. Potential number of permanent jobs, tax revenue, and overall economic impact of each of the four scenarios upon the Village will be estimated.

- **Task 4: Final Report:** WT will prepare a final written report summarizing the analysis and conclusions from Task 1 through 3 and will deliver the report to the Village of Empire Wastewater Feasibility Taskforce. Final deliverables will include an electronic copy (Adobe PDF format) of the final Economic Impact Analysis report and all applicable support materials developed during Tasks 1-3.

For this project, we will require the Village of Empire to provide to Wade Trim a property ownership layer in Geographic Information Systems (GIS) format and the Village's most recent assessing roll in spreadsheet format (Microsoft Excel compatible).

FEES

We propose to complete the above-described scope of work for a **Lump Sum Fee of \$12,000**. This fee is broken down by task in the table below. Please note, we have included the cost for two additional tasks for the Village's consideration. In-person meetings with the Village will be billed at a flat rate of \$500 per meeting.

Task	Description	Lump Sum Amount *
EMPIRE SANITARY SYSTEM ECONOMIC ANALYSIS		
1.0	Analysis of Potential Funding Alternatives	\$2,000
2.0	Evaluation of Proposed Sanitary Sewer Systems	\$5,500
3.0	Potential Impacts of Redevelopment/Development Sites	\$4,000
4.0	Final Report	\$500
Total Fee		\$12,000

Task	Description	Lump Sum Amount *
ADDITIONAL SERVICES		
1.0 - B	Bond Projections and Revenue Alternatives	\$2,500
2.0 - B	Public Engagement and Alternative Refinement	\$2,500
Total Fee		\$5,000

Our cost for additional effort not included in Project Scope items will be billed on a Time and Material Basis or a mutually agreed upon fee.

INVOICING PROCEDURE

All effort and cost will be invoiced monthly for our effort to-date. Payment of invoices is expected within 30 days. Any disputes in the invoice amount will immediately be brought to the attention of

Village Council Meeting Documentation

Date Prepared: June 16, 2024

Regular Meeting

Meeting Date: June 25, 2024

Subject: Beach Parking Fees

Author: Dye/Parks Committee

Overview:

The Parks committee recommended raising the parking fees at the beach from \$1 per hour to \$2 per hour.

The only cost for doing this would be to purchase stickers to put over the \$1 amount on the signs and minimal time for the Deputy Clerk to adjust the software settings.

At the work session the idea that all of the fees collected needed to go to parking expenses was brought up. This idea is not substantiated by any data.

When the idea of paid parking was first brought up in 2014 it is noted in the February 13 minutes that "The original intention of the village was to try to offset some of the expense that is incurred each year in the maintenance and upkeep of the beach." In the minutes from the May 8, 2014 it was noted "that the general fund had adequate funds to maintain the beach but that a reserve for future maintenance would be helpful."

As you will note in the attached list of municipalities with beach parks, the uses for the parking fees range from funding the maintenance of the beach parks to funding the entire park systems.

Some of the municipalities have Park funds and some just general funds but none seem to have a problem with using parking fees to maintain their parks.

We have received permission from the Michigan DNR Grants Management Office to raise the fee to \$2 per hour.

Action Requested:

Raise the beach parking fee to \$2 per hour.

What Some Michigan Cities Use their Beach Parking Fees For

City of New Buffalo:

Park Fund - the major revenue stream for this fund comes from fees charged for beach parking. The revenue in this account is earmarked for the operations and maintenance of the city's park system. (From their 2024-25 proposed budget document)

Ottawa County Parks:

Paid seasonal parking raises nearly half a million dollars for the county each year. That money goes toward the general maintenance of the beachfront and parks buildings and utilities.

"Fees are an important component in the diverse funding strategy that was developed to reduce reliance on taxes for park support. Due to the high popularity of lakeshore beach parks and certain boat launches during summer months, additional labor is required to manage these areas. The funds generated from permits are used to improve your visit and maintain lakeshore parks effectively. The fee system also enables non-residents to assist in the upkeep of lakeshore beach parks, considering the significant number of visitors who do not contribute through Ottawa County taxes. Discounted permits are available for Ottawa County residents and seniors."

South Haven:

\$10 per trip. Parking fees are used to operate the beach cleaner.

Lake Township Park:

There is a small fee of \$5 asked for when you park in the Township Park lot and use the facilities. This fee is used for the maintenance of the tables, benches, grills and lawn care. (This is the park at the end of Lake Michigan Road and the mouth of the Platte River).

City of Saugatuck:

Day pass, sold at beach only. \$15. Budgeted fees for 2024 for Oval Beach \$525,000. Budgeted expenses for Oval Beach \$257,700. Obviously the money is going to support other parks.

City of St. Joseph:

4 parks in the city have parking kiosks where visitors can pay by the hour, or day, or purchase a season pass. Fees are used to help maintain parks.

City of Harbor Springs:

When considering whether to install paid parking machines throughout the city and beach area one of their reasonings was to diversify their revenue and shift some of the financial burden for maintaining City infrastructure and amenities to the users and visitors.

Village of Empire - Village Council Documentation

Date : June 19	Type of Meeting : Regular
Meeting : June 25, 2024	
Topic : Parking Fee Increase	Author : Maggie Bacon

Overview:

A request to discuss increasing parking fees was occurred last year. Extensive research was done on the cost of maintaining the Lake Michigan Beach Park as a mean of encouraging a “yes” from the Department of Natural Resources to allow for an increase. All the original documentation for this increase to the Village Council was based on a desire for playground equipment, as well as maintenance and repairs at two Village parks (Shalda Park and Lake Michigan Beach Park). At our most recent work session, a case was made suggesting that the criteria for setting fees was not applicable. However, the documentation created did cite the criteria along with statements indicating the criteria was met.

Facts:

Our Ordinance is specific related to the purpose of paying for parking. It is to regulate:

1. And control traffic, overnight camping, parking, domestic animals,
2. Noise and,
3. Dumping of garbage and rubbish.

User Fee defined: “Exchange for a service rendered or a benefit conferred. Some reasonable **relationship must exist between the amount of the fee and the value of the service or benefit.**”

1. A user fee must serve a regulatory purpose rather than a revenue-raising purpose.
2. The user fee **must be proportionate** to the necessary **costs of the service.**
3. Voluntariness - in this case, the price to park close to the beach, versus parking “uptown” or at Johnson Park and walking down.
 - A. It is a voluntary fee.
 - B. However, increasing the fee is not proportional to the actual costs associated with paid parking (see attached chart).
 - C. In addition, an increase would likely raise revenue creating a \$36,000 surplus per year - because the actual costs for paid parking are approximately \$37,000 per year.

Recommendation and Rationale:

Increasing the fee to park does not correspond to the benefit conferred (a parking space). Further, the Village Council can take any smaller profit from the paid parking and set it aside (in other words, save!) for new playground set or repairs.

Attached are: 1) A table of costs associated with paid parking, 2) excerpts from minutes that are the precedent for paid parking (it was always JUST about paid parking)

Bacon Calculations for Beach Parking Costs (June 2024)

Item	Cost/year
Parking Machine	\$ 1000
Paper and Supplies	\$ 350
Credit Card Fees	\$ 2258
Digital Fees	\$ 450
Beach Ambassadors (ss and medicare included)	\$14,892
Parking Lot Striping	\$ 1900
Supervision and Office Support	\$ 6000
DPW cleaning	\$ 1400
DPW General Parking Lot Support	\$ 3500
Parking Lot Repairs	\$ 5,714 (estimated thirty year life span)
Expenditures	\$37,474

Revenue	
Item	Per year
Parking Fees + Tickets	\$40,600 (2023)

Village Council minutes

2/13/2014 Work session minutes: Beach Parking. President Carpenter reports on discussion with DNR Trust Fund. re charge. Pres. Carpenter reminded the council that the beach belongs to the public and not to the village itself."

4/10/2014 Work Session minutes

Public Comment: "Mary Sharry said that this is long overdue and reminded people that it is not a fee for access to the beach but only for parking."

6/12/2024 Work Session minutes

Discussion of policy for beach parking Carpenter and Friend letter to residents with parking passes: "Please be aware the costs are **related only to parking**, access to the beach and beach park is still free to all."

Meeting: June 23, 2024 – Regular Meeting

Subject: Mass Gathering - Application Fee

Author: Sue Palmer

Overview:

Council agreed to talk about the Mass Gathering Fee at our Work Session on June 13, 2024.

Our Ordinance already contains a section that will allow the village to recoup any costs incurred by the Mass Gathering event.

3.5 Requirement for Applicant's Reimbursement to the Village.

1. Additional Cost Determination

After the event, the Village Enforcement Officer will, in consultation with the Village DPW and Clerk, review and determine if additional costs - in services or personnel - were incurred by the Village due to the event. The permittee shall be responsible for reimbursing the Village for those additional costs. Since most events are held on weekends, overtime rates will apply.

Those additional costs shall not include any Village regularly scheduled activities or personnel schedules that would normally be scheduled on the specific dates(s).

2. Reimbursement Requirement for Village Employees

Determination for Village staff hours shall be based on the Village's actual cost to have the lowest paid departmental employee(s) in ascending order for the specific task on duty during the event. Reimbursement shall be based on all costs associated to the specific employee including, but not limited to, regular or overtime pay, fringe benefit reimbursement and insurances.

3. Reimbursement Requirement for Village Equipment or Supplies

Reimbursement to the Village for equipment, vehicles or supplies and services such as refuse disposal cost and vehicles shall be based on actual cost of equipment or services, or vehicle cost based on the State of Michigan's Schedule of Equipment Cost, as amended, and as updated by the State of Michigan Treasury at the time of the event.

4. Reimbursement Payment to the Village

All cost reimbursements due to the Village must be paid in full within thirty (30) days after the final date of the event. The Village shall use any legal means necessary to collect any unpaid cost reimbursements. Non-payment of reimbursement cost may jeopardize any future events scheduled for the permittee and can be grounds for denial of future applications.

The Village Enforcement Officer may require the applicant to post a two thousand-dollar (\$2,000.00) performance bond or cash security deposit as a condition of granting the permit if, in said officer's sole discretion, such performance bond or cash security deposit is

necessary to ensure the Village will be reimbursed for its costs as provided for in this Ordinance.

Action Requested

I am requesting a change to the fee that we currently assess for a Mass Gathering Permit. The current fee for the permit \$1,500 for all requests. My recommendation is:

- NonProfit Fee of \$100
- Profit Fee of \$300.

Village of Empire Council Meeting Documentation

Date: June 17, 2024

Regular Meeting

Meeting Date: June 25, 2024

Subject: Fence at Recycling

Author: March Dye

Overview:

At the June 13th work session the fence situation at the recycling area at the end of Fisher Street was discussed. It was noted that President Palmer asked Trustee Dye to give the quote for a new fence (provided by the DPW) to Becky Hill, the Natural Areas & Preserves Director for the Leelanau Conservancy.

Trustee Dye also asked Becky if it would be alright to detach the tarp from the bottom of the fence, fold it up and give it to the DPW for Becky to pick up. This was done.

Becky then asked Tom Nelson the Executive Director of the Conservancy if they could pay for all or part of a new fence. You can see Tom's reply in the attached letter. They would like the Village, or as he stated, the township to make the request to Leelanau County which oversees these facilities to fund the replacement or repair of the fence.

Action to be taken:

Allow trustee Dye to contact Gail Myer - the Planning & Community Development Planning Director - who oversees the Solid Waste council - and ask if the County would be interested in paying for a fence to protect the Conservancy from run away trash. Included in the email would be the letter from Tom Nelson and the estimates that we have as to the costs.

○ **Tom Nelson** <tnelson@leelanauconservancy.org>

To m.dye@villageofempire.com **Copy** Becky Hill, Stacie Longwell Sadowski

Reply Reply all Forward Delete ☰

📎 1 attachment ▸ View Download

Hello March,

Thank you so much for reaching out to Becky Hill, our Natural Areas & Preserves Director, about underwriting the costs of replacing the dilapidated fencing for the recycling area in Empire. We sincerely appreciate your perspective and the costs involved, and we understand why Empire Township might inquire whether the Leelanau Conservancy could help in funding a portion of the replacement this aspect of the County's facility that we have permitted on Conservancy property. I, too, would have asked the same question!

We receive funding primarily from the community in terms of voluntary donations, rather from property taxes or sales taxes. In general, our supporters anticipate their contributions will be devoted to costs of preserving Leelanau County's land and water, and for managing these resources for their ecological values and public access trails and amenities. Exceptions are very rare. In general, the Conservancy works hard to ensure that, when the time comes to replace a bridge, boardwalk or similar infrastructure, we have on hand the funds to do so. We wholeheartedly agree that the recycling area fence requires replacement or repair, but we would encourage Empire Township to consider making its request to Leelanau County, which oversees these facilities. Our hope is that the County has already calculated the periodic replacement costs for their infrastructure as we do for lands we offer for public access.

Please know that we love Empire Township and its citizens. You all are near and dear to our hearts! We wish you success in accessing the necessary funding from Leelanau County. Should you have questions, please feel free to contact me. Again, thank you for reaching out to us.

Sincerely,

---Tom

Thomas Nelson

Executive Director

Leelanau Conservancy

(231) 256-9665

www.leelanauconservancy.org

There's no place like Leelanau!



Conserving the land,
water, and scenic character
of Leelanau County

Empire Village Council Documentation

Date: June 19, 2024	Meeting: Regular Meeting
Meeting Date: June 25, 2024	
Topic: Empire Recycling Center Roles and Responsibilities - clarification	Author: Maggie Bacon

Overview:

On August 14, 2023, the Village Council received a letter from Rodney and Louann Barnes regarding the clean-up and fence repair needed at the Village of Empire recycling center. As part of the packet, for the Village Council Meeting on August 22, 2023, Trustee Bacon offered 3 recommendations. The first recommendation was to contact the County. The Village President removed the agenda item (according to the recording) because "it had all been handled". The only reference to the issue in the meeting minutes is under the DPW report, "Friend provided information on the recycling center and said he would look for Menard rebates". The recording indicates Friend offered the fence was installed by the Village, but it is located on Conservancy property. A copy of the agreement with the County regarding the recycling center had been included as a handout. It was not reviewed. Subsequently, a report was made that the fence had been fixed by the DPW.

Follow-up

On April 11, 2024, Mr. Barnes sent the Village Council a second letter regarding the fence at the recycling center.

1. Why is the fence continuing to break? One Village Council member had suggested to Mr. Barnes that it was snow and wind that caused the damage to the fence. Mr. Barnes felt that was questionable based on the lack of snow and wind this season.
2. Attempted past repairs of the fence have been clearly ineffective. He provided a picture of fence post tie off to a spade post rather than resetting the fallen posts.
3. Where is the camera footage that might shed some light on the issue?

Issues:

This could have been discussed and resolved last year. The Council ought to have discussed the problem and had the chance to work through the issues at that time. History would not be repeating itself.

1. In April, the Village President needed to bring this issue to the Village Council at a meeting with a request for help or with a recommendation to move forward. We could have avoided getting the Conservancy involved if this had been discussed in a meeting.
2. Trustee Walton incorrectly reported at the June 13, 2024, meeting that (paraphrase) Empire residents don't understand that the recycling area is not the property of the Village.

Facts and Moving Forward

According to the attached agreement with the County, the Village of Empire is the site host. It is Village property. The County is responsible for the use, maintenance, and servicing of the containers. They are responsible for "materials left at the recycling center". The Village:

1. Must maintain adequate liability insurance,
2. Has a hold harmless clause related to third parties,
3. **Agrees to work with the County** - on an on-going basis to provide Leelanau County residents adequate public access to the Recycling site at all times for the benefit of the County.
4. Must provide 30 foot by 50 foot location for placement of the containers with at least 6 feet allowance between containers.
5. **Provide adequate maintenance of the Recycling Site** to allow for safe use of containers. Relocation, removal or moving of the recycling containers will only occur by County authorized contractors.
6. Receives an annual rental payment for services. This is paid out quarterly.

The fence and property do belong to the Village. Likely, the Village was acting with generosity to have a barrier between the recycling and the Conservancy (we were probably trying to do a good thing). Equally likely and perfectly reasonable that the Village President had consulted the DPW in 2023 to discuss options for moving forward. No one looked at the agreement before or after the 2023 meeting.

Action Needed:

1. Possibly look at different configuration of the containers in consultation with someone from the County. (Council decision - **assign to staff, Village President or Street Administrator**. Nothing would prevent staff members, Village President or Street Administrator from getting feedback or participation from interested members of the public)
2. Consider using that annual payment to offset the cost of additional fencing, if needed. (Council decision by motion when needed)
3. Commit to using the camera. (**Assign to staff**- who will report to Council as needed)
4. Commit to using professionals for repairs and maintenance related to the recycling. (Council decision by motion when needed)
5. Accept that our DPW will, occasionally (and very generously) take the initiative to pull large items out from recycling and put in our dumpster. (Consensus).

Let's get this fixed.

AGREEMENT
BETWEEN LEELANAU COUNTY AND
Village of Empire
FOR A COUNTY RECYCLING PROGRAM RECYCLING SITE

This Agreement is entered this 19th day of September, 2023, between Leelanau County, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 East Government Center Drive, Suttons Bay, Michigan 49682 (hereinafter referred to as the "**County**"), and Village of Empire (hereinafter referred to as "**Site Host**"), for the use and operation of a Leelanau County Recycling Program recycling site on the Site Host's property located at end of Fisher Street, Empire MI 49630 (hereinafter referred to as "**Recycling Site**"), to be operated by the County or the Leelanau County Solid Waste Council, a committee of the Leelanau County Board of Commissioners.

1. COUNTY REQUIREMENTS:

- a) **COUNTY MONITORING** - The County, through an independent agreement with a contractor, will provide equipment and staff oversight of the Recycling Site and will be responsible for the use, maintenance, and servicing of the recycling containers. All materials left at the Recycling Site will be removed by County authorized contractors.
- b) **CONTACT** - The Planning and Community Development Office will serve as the contact for this Agreement and can be reached at (231) 256-9812.
- c) **FUNDING** - Any costs associated with the recycling and handling of the material will come from the collection of funds through P.A. 69 of 2005.
- d) **RECYCLING SITE** - Relocation, removal, or moving of the recycling containers will only occur by County authorized contractors.
- e) **INSURANCE** - The County authorized contractors at all times during the life of this Agreement shall maintain insurance that meets the requirements of the Leelanau County Board of Commissioners' Policy, including, but not limited to, Worker's Compensation and Comprehensive General Liability Insurance.
- f) **HOLD HARMLESS** - All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the Site Host. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Site Host in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Site Host in relation to each party's responsibilities under these joint activities.
- g) **LICENSING** - The County authorized contractors shall comply with all municipal, county, state and federal laws, regulations, ordinances and specifications. The County authorized contractors shall obtain all required licenses necessary to collect, handle, store, process, transfer, remove, transport or dispose of recyclables within Leelanau County.
- h) **SIGNAGE** - The County will be responsible for providing adequate signage directing Leelanau County residents to the Recycling Site as well as for placing appropriate signage on each recycling container.

2. SITE HOST REQUIREMENTS:

- a) **INSURANCE** - The Site Host will maintain adequate liability insurance coverage for itself.
- b) **HOLD HARMLESS** - All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Site Host in the performance of this Agreement shall be the responsibility of the Site Host, and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Site Host in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Site Host in relation to each party's responsibilities under these joint activities.
- c) **ACCESS** - The Site Host agrees to work with the County on an on-going basis to provide Leelanau County residents adequate public access to the Recycling Site at all times for the benefit of the County, within the scope of the Site Host's abilities and contractual obligations.
- d) **RECYCLING SITE** - The Site Host will provide for a thirty (30) foot by fifty (50) foot location for placement of the containers, with at least six (6) feet allowance between recycling containers. The Recycling Site will include adequate space for up to nine (9) recycling containers and an open area for the County authorized contractors' vehicles to unload containers. An area directly in front of the containers will be free of obstacles in order to maneuver a transport truck for pickup of recycling materials.
- e) **MAINTENANCE** - The Site Host will provide adequate maintenance of the Recycling Site to allow for safe use of the containers. Relocation, removal or moving of the recycling containers will only occur by County authorized contractors.

3. COMPENSATION:

The County shall pay the Site Host an annual rental payment for services rendered in the total amount of Three Thousand Six Hundred and No/100 Dollars (\$3,600.00), payable in equal installments on a quarterly basis. The County shall not be responsible for any additional costs incurred by the Site Host for repairs or improvements to the Recycling Site. In no event shall the total compensation paid under this Agreement exceed the sum of Eighteen Thousand and No/100 Dollars (\$18,000.00).

4. EFFECTIVE DATE:

This Agreement is effective on January 1, 2024, and shall continue for a term of five (5) years thereafter, through December 31, 2028, unless terminated earlier.

5. TERMINATION:

Each party to this Agreement has the right to terminate this Agreement at any time, with or without cause, during the original term or any extended term by providing ninety (90) days' written notice to the other party. In the event this Agreement is terminated before expiration of the term, the Site Host shall only be entitled to receive rental payments prorated through the effective date of the termination.

Meeting: June 23, 2024 – Regular Meeting

Subject: Approve Sign Ordinance

Author: Maggie Bacon

Overview:

A public hearing on the Sign Ordinance was held. The Ordinance is being changed from a Police Power Ordinance to a Zoning Ordinance. The Planning Commission approved the Ordinance.

Action Requested

The Planning Commission has requested that the Village Council approve the Sign Ordinance.

VILLAGE OF EMPIRE
LEELANAU COUNTY, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Empire, Leelanau County, Michigan, held at the Empire Township Hall located at 10088 W. Front St., Empire, Michigan, on the ___ day of _____, 2024, at _____ p.m. Local Time.

PRESENT: _____

ABSENT: _____

The following ordinance was offered by _____ and supported by _____.

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE VILLAGE OF
EMPIRE BY ADDING SECTION 3.12: SIGNS AND TO REPEAL ALL ORDINANCES IN
CONFLICT HEREWITH

Part I. The Village of Empire ordains: Article 3 of the Zoning Ordinance of the Village of Empire is hereby amended by the amendment of Section 3.12, which shall be read in its entirety as follows:

Section 3.12 – Signs

1. Purpose.

- a) This section is intended to regulate the size, number, location, and manner of display of signs in the Village to carry out the following purposes:
 - (i) To protect and further the health, safety and welfare of Village residents, property owners, and travelers caused by signs which obstruct vision, distract, disorient, or confuse drivers or pedestrians, or are improperly secured or constructed.
 - (ii) To conserve and enhance community character by reducing visual clutter which can arise due to excessive or unregulated signage, temporary signage, or other signage which is improperly located or unreasonably distracting.
 - (iii) To promote uniformity in the size, number and placement of signs within each zoning district.
 - (iv) To promote the economic viability of commercial areas by minimizing visual clutter and allowing for proper placement of signs to safely direct motorists to their destination; to allow businesses the opportunity to use

the signage permitted to them to advertise their businesses and to direct customers to their businesses.

- (v) To promote the use of signs that are safe, aesthetically pleasing, compatible with their surroundings, and legible in the circumstances in which they are seen.
- (vi) To carry out these purposes in a manner that is content neutral by regulating the size, number, location and other physical aspects of signs without respect to their content, except as the content may relate to the location of the sign for regulatory purposes or conveys information essential for safety purposes.
- (vii) To respect the rights recognized by the courts for residents to use signage on their premises to express their viewpoints or personal messages, with additional opportunities during limited seasons, by regulating the number, size and location of signs, without reference to the message the occupant of the premises may choose to convey.
- (viii) To recognize that signs with messages which change automatically by electronic or mechanical means by their nature pose a greater risk of motorist distraction due to the changing nature of the sign, message, or graphics, as opposed to a static sign, the distinction being similar to the distinction between a painting and a television set. It is recognized, however, that in limited sizes and locations, such signs serve a valuable purpose of providing up to date information, requiring a balancing of the impact of such signs with their benefits.
- (ix) To recognize that directional signage and traffic control signs such as street signs, stop signs, signs within commercial or institutional sites which direct traffic or identify facilities for the disabled, address signs or which identify historic or public service sites, serve an important function of promoting traffic safety by avoiding driver confusion and promoting the safe flow of traffic, and allowing ready location in emergency situations. In addition, it is recognized that such signs are often placed by governmental entities that are not subject to local zoning.
- (x) To require that signs of significant size and substantial construction obtain a permit to assure compliance with the ordinance and codes, while recognizing the administrative burden of requiring permits for certain small and non-permanent signs outweighs the benefit of prior permitting.

The regulations contained in this chapter involve a determination by the Village that the rights of sign owners to convey a message must be balanced against the public right to be free of

signs which unreasonably compete for attention, distract drivers and pedestrians, or produce confusion. It is recognized that sign regulations must afford businesses a reasonable opportunity to communicate. It is also determined, however, that oversized, projecting, distracting, clutter, or crowded signs can lead to pedestrian and driver confusion, disorientation, and distraction and endanger the public health, safety and welfare. To lessen such adverse consequences, reasonable limitations and restrictions are appropriate with respect to the placement, construction, size, type, and design of signs in location of buildings and uses and the availability of other means of communication.

2. **Definitions.** As used in this Ordinance, the following words shall have the meanings:

- a) **Accessory Sign:** A sign that is not for a principal use of the property on which it is located, including warning signs.
- b) **Animated Sign:** A sign that uses movement, spins, or changes of lighting to depict action or create a special effect or scene.
- c) **Awning/Canopy Sign:** A sign that is part of or attached to the surface of an awning/canopy.
- d) **Banner:** A sign printed or displayed upon cloth or other flexible material, excepting national, state, or municipal flags.
- e) **Changeable Copy Sign:** A sign or a portion of a sign with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable copy sign for purposes of this Ordinance.
- f) **Corner Lot Sign:** Signs placed facing both public streets on corner lots.
- g) **Display Area:** The entire space used for lettering and symbols on one vertical plane.
- h) **Flag Sign:** Any cloth or bunting attached to a staff.
- i) **Flashing Lighted Sign:** An illuminated sign that intermittently and repeatedly flashes on and off, and/or creates an illusion of a flow of lights.
- j) **Freestanding or Ground Sign:** A sign supported by permanent uprights or braces in the ground.

- k) **Identification Sign:** A sign that identifies a building or street address.
- l) **Illuminated Sign:** A sign rendered visible during the period from sunset to sunrise by means of an internal light source or by means of an exterior light source directed on to, or in the vicinity of the sign.
- m) **Marquee Sign:** A permanent overhang or roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the buildings and are generally designed and constructed to provide protection from the weather.
- n) **Marquee Surface Sign:** A sign attached to or made part of a marquee.
- o) **Multi-Business Plaza:** Those structures that contain more than one enterprise, leased or owned, ~~under separate ownership~~, and may have a common entrance or multiple entrances.
- p) **Nonconforming Sign:** Any existing sign on the effective date of this Ordinance, as amended, which does not at that time comply with all the provisions of this Ordinance and any amendments.
- q) **Portable Sign/Trailer Sign/Sandwich Board:** A sign that is designed to be transported, including but not limited to signs:
- With a chassis or support constructed without wheels.
 - Designed to be transported by trailer or wheels.
 - Converted A- or T-frame signs.
 - Attached temporarily to ground, a structure, or other signs.
 - Mounted on the exterior of a vehicle and visible from the public right-of-way.
 - Menu and sandwich boards.
 - Searchlight stand; and
 - Hot-air or gas-filled balloons or umbrellas.
- r) **Projecting Sign:** A sign attached to or erected on the exterior wall or surface of a building which projects twelve (12) inches or more from the wall or surface.
- s) **Roof Sign:** A sign mounted on or over the roof of a building and is wholly or partially supported by the building. Mansard roof signage shall be considered wall signage for the purpose of calculating allowable footage.

- t) **Sign Enforcement Officer (SEO):** The Zoning Administrator or such other person as shall be designated by the Village Council.
- u) **Sign:** A structure, including its base, foundation and erection supports upon which is displayed any words, letters, figures, emblems, symbols, designs, or trademarks by which any message or image is afforded public visibility from out of doors. **The following are not signs: (1) flags; (2) architectural features; (3) tombstones and other memorial markers.**
- v) **Surface Sign:** The portion of a sign excluding its base, foundation and erection supports on which message is displayed.
- w) **Temporary Sign:** A display sign, banner, flag, or device intended for a limited period of display.
- x) **Wall Sign:** A sign that is affixed to or placed flat against the exterior wall or surface of a building or structure, with no portion projecting more than twelve (12) inches from the building or structure wall.

3. Permit Application. The following application requirements shall apply to all signs requiring a permit pursuant to the provisions of this Ordinance.

- a) Application for a permit, on a form supplied by the Village of Empire, shall be required to erect, alter, or reconstruct a sign, unless otherwise noted. The completed application, together with all plans and specifications, shall be submitted to the SEO. Approval shall not be given until the application complies with all provisions of this Ordinance. If the application is approved, a permit to erect, alter relocate, or post the sign shall be issued.
- b) A non-refundable permit fee shall be submitted with the application. Fees for sign permits shall be established, from time to time, by resolution of the Village Council and shall be remitted to the Village.
- c) The application shall contain or have attached the following:
 - i) Name, address, and telephone number of owner, where the sign is to be erected and the owner of the sign.
 - ii) Location of building, structure, or lot where the sign is to be attached or erected.
 - iii) Position of the sign in relation to nearby buildings or structures.
 - iv) A sketch or scale drawing with the dimensions, specifications of the display area, method of construction, lighting and if applicable, method of attachment to the building or ground.

- v) Name of person, firm, or corporation erecting the sign.
 - vi) Any Leelanau County construction permit required and issued for the sign.
 - vii) Other details the SEO shall require establishing conformance with this Ordinance.
- d) Issuance of a sign permit in no way indicates any responsibility by the Village of Empire for structural adequacy of a sign or the right to construct the sign.
 - e) A sign permit shall be null and void if the sign has not been installed within ninety (90) business days from the date of approval. An extension of ninety (90) business days may be approved by the SEO.
 - f) Public service and non-profit agencies must apply for a permit, but the fee may be waived by the SEO.
 - g) In addition to the limitations stated in Sections 5, 9 and 10, the following conditions shall apply to all signs in any use zoning district:
 - i) Except for the signs authorized without a sign permit pursuant to Section 6, no sign except nonilluminated identification sign shall be erected or altered until approved by the SEO or authorized by the Village of Empire Planning Commission as part of an approved site plan. After approval, the required sign permit shall be issued by the SEO.

4. General Provisions. The following regulations shall apply to all signs:

- a) Signs must be constructed of durable materials, maintained in good condition, and shall not be allowed to become dilapidated.
- b) When a business is abandoned, the sign must be removed within thirty (30) business days. A business shall be considered abandoned if determined by the Zoning Administrator to have been suspended or halted for a continuous period of one (1) year.

5. Signs Not Requiring a Sign Permit. The following signs may be placed in any zoning district without a sign permit, provided such signs comply with all applicable federal or state law or regulation and are located to not cause a nuisance or safety hazard:

- a) Four (4) non-illuminated signs per property not to exceed six (6) square feet each of sign surface.

- b) Signs erected or approved by the state, county, or village agencies when necessary to give proper directions or to safeguard the public.
- c) Accessory signs erected by any organization, person, firm, or corporation that is needed to warn the public of dangerous conditions and unusual hazards including but not limited to road hazards, high voltage, fire danger explosives, and severe visibility.
- d) Signs posted near property boundaries, provided the sign surface does not exceed the maximum size of one (1) square foot.
- e) Signs marking a historically significant place, building or area when sanctioned by a notional, state, township, village, or local historical organization provided the sign surface does not exceed the maximum allowed size of sixteen (16) square feet or the maximum size allowed in the zoning district whichever is less.
- f) Signs required by federal or state agencies in connection with federal or state grant programs that have been approved in conjunction with a valid site plan or land use permit.
- g) Temporary signs may be removed by the Village after fifteen (15) business days following abandonment or obsolescence as determined by the SEO.

6. Prohibited Signs. The following signs are prohibited:

- a) A sign not expressly permitted is prohibited.
- b) Signs imitating warning signals are prohibited. No sign shall display intermittent lights resembling the flashing lights customarily used in traffic signals or in police, fire, ambulance, or rescue vehicles.
- c) Revolving, moving, animated, mechanical, electronic simulated motion, and flashing signs are prohibited, except for rotating/revolving barbershop poles.
- d) Signs within a village street or highway right-of-way are prohibited. No signs (except those established and maintained by the village, township, county, state or federal governments) are to be located, projected onto, or located overhead within a public right-of-way or dedicated public easement, unless the sign has been issued a permit by the agency having jurisdiction over that right-of-way.
- e) Signs higher than eight (8) feet, measured from ground level are prohibited, except for projecting signs and signs fully attached to the face of a building.

- f) A sign which is part of a canopy or an awning.
- g) Stake or wire signs, other than those allowed in Section 6: Signs Not Requiring a Sign Permit.
- h) Bench Signs.
- i) Mansard roof signs shall be considered as wall signage.

7. Alteration or re-establishment of nonconforming signs. Any existing sign which, on the effective date of this Ordinance, does not at that time comply with all provisions of this Ordinance and any amendments shall not be changed to another type of sign which is not in compliance with this Ordinance.

9. Signs Allowed in Zoning Districts.

a) Residential (R), Mixed Residential (MR), and Village Residential (VR) Districts
Only signs not requiring a permit shall be allowed.

b) Commercial-Residential (CR) and Light Industrial (LI) Districts
Any sign not requiring a permit, and approved signs in accordance with Section 10.

c) Recreation/Conservation (RC) District
Any sign not requiring a permit. Also, for nature areas consisting of over thirty (30) acres in the R/C District, may have on the property not more than two (2) identifying signs, each not to exceed twelve (12) square feet and not more than eight (8) feet in height. One (1) thirty-two (32) foot kiosk is also allowed with a height limitation of eight (8) feet.

d) Planned Unit Developments (PUD)
Any sign not requiring a permit. Commercial uses within a PUD, shall be allowed approved signs in accordance with Section 10.

10. Permitted Sign Types, Allowable Dimensions and Specific Requirements.

a) Sign size limits based on sign type. If a sign is a double-faced sign, only one side shall be used in calculating compliance with the total allowable square footage.

b) Corner Lots. Signs may be placed facing both public streets on corner lots within the Gateway Corridor (GC) and Front Street Corridor (FSC), Light Industrial (LI) District,

and Planned Unit Development (PUD) Districts. All other requirements of this Ordinance must be met.

Sign Type	Max Sign Surface Area	Other Regulations
Either freestanding or marquee sign (or other)	24 square feet	Number of freestanding signs shall not exceed 1 sign / 100-foot lot in the Gateway Corridor or Front Street district. Maximum height allowed is 8 feet.
Identification sign	4 square feet	
Illuminated sign	24 square feet	Signs may be illuminated only during the hours of operation by a direct light source. Light source shall be shielded and downward directed. No direct rays or glare from the light sources shall be visible from a public right-of-way or from an abutting property.
Projecting sign	20 square feet	Maximum projection allowed is 5 feet from a building; not to extend over a public sidewalk, street, or alley; shall not exceed to height of a building's roof line; and with a maximum height of 15 feet.
Portable sign	2 feet wide by 4 feet high. Signs on wheels 4 feet high by 8 feet high	If intended to direct attention to a specific event, may be displayed for up to 14 days prior, and must be removed within 3 days after the event.
Banner sign	24 square feet	May be displayed 2 weeks prior to an event and removed within 3 days following an event.
Wall sign	32 square feet	1 sign / building. If multiple businesses are within a building, they shall share the total 32 square feet.
Alley sign	4 square feet	1 sign / street façade. If multiple businesses are within a building, they shall share the total 4 square feet.
Multiple business / plaza entrance sign	48 square feet	All businesses with a common structure will share a common entrance sign.
Individual businesses within a multiple business building	1 square foot / lineal feet building length	The total lineal street frontage divided by the number of business units within a building, not to exceed 12 square feet / business. Signs shall comply with all other provisions of this Ordinance.

11. Administration; Annual Inspection; Enforcement; Sanctions. The SEO, or designee shall administer and enforce the provisions of this Ordinance. The SEO shall inspect signs on a yearly basis. In the case of a sign that poses an immediate danger to the public health or safety, the Village or its employee may remove the sign immediately and without notice. Neither the Village nor any of its employees shall be held liable for any damage of the sign or building of the sing or building when a sign is removed under this Ordinance.

Part II: Repealer

Signs – Ordinance #142 of the Village of Empire Code of Ordinances is hereby repealed.

Part III: Severability

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. Should any part, clause, sentence, paragraph, or section of this Ordinance be found invalid or unconstitutional for any reason by any court of competent jurisdiction, any such decision shall not affect the validity of the remainder of this Ordinance.

Part IV: Savings Clause

All proceedings pending and rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Part V: Effective Date

The provisions of this Ordinance are ordered to take effect thirty (30) days after publication (as the full text or as a summary thereof) in a newspaper of general circulation in the Village of Empire.

Part VI: Adoption

This Ordinance was duly adopted by the Village of Empire Council at its regular meeting called and held on the ___ day of _____, 2024.

Part VII: Publication

The Village Clerk shall cause this Ordinance or summary of this Ordinance to be published in a newspaper of general circulation within Village of Empire within fifteen (15) days after adoption.

AYES: Members: _____

NAYS: Members: _____

ORDINANCE DECLARED ADOPTED.

Sue Palmer, President
Village of Empire

Derith Smith, Clerk
Village of Empire

STATE OF MICHIGAN)

) ss.

COUNTY OF LEELANAU)

I, the undersigned, the duly qualified and acting Clerk of the Village of Empire, Leelanau County, Michigan (the "Village"), do hereby certify that the foregoing is a true and copy of an ordinance adopted by the Village Council at a regular meeting on the ____ day of _____, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this ____ day of _____, 2024.

Derith Smith, Clerk
Village of Empire

Meeting: June 23, 2024 – Regular Meeting

Subject: New Office Taxes

Author: Sue Palmer

Overview:

We were notified that the Village will be receiving a tax bill for the new office building for the 2024 tax season. I have reached out to Mr. Figura regarding this for some guidance. His response is attached. Our Purchase Agreement states, under Section 1.07 (attached) that the Village will pay all real property taxes due and owing as well as all future property taxes due after the closing date.

Taxes were not defined in the Title Closing documents, also attached.

Action Requested

Council to discuss what our next steps should be. Some questions to consider, received from Trustee Walton, can begin our discussion.

1. Was the property in arrears at the time of purchase? Had Field Trip paid their winter 2023 taxes due Feb 14th2024?
2. If we are getting a tax bill for the summer taxes on July 1 why isn't the property eligible for a tax exemption?
3. Are we able to go to the July Board of Review and ask for a "qualified error" correction under MCL 211.53b? Aren't we exempt under MCL 211.7m, as we have notified the county of the property purchase before Dec. 31st of the year of purchase.
4. It appears under the county property records that we are listed as owners of the former Field Trip property and owe "0" taxes. Why is the township taking a different position?

#041-500-003-00 11537 S. Leelanau Hwy.

2024 Village Tax \$ 1,152.59

2024 Summer Tax \$ 4,735.41

2024 Winter Tax \$ 1,164.07 (approx.)

Total **\$ 7,052.07**

Village of Empire Deputy Clerk

From: Timothy J. Figura <TFigura@mikameyers.com>
Sent: Monday, June 17, 2024 3:31 PM
To: 'Sue Palmer'
Cc: Derith Smith; Alacia Acton
Subject: RE: FW: Property Tax Clarification for Local Unit of Government

Sue,

As you have pointed out, the Village agreed to pay taxes owing on the parcel up to the time of closing. While the property is not subject to real property taxes after title passes to the Village, this does not take effect until 2025. This ownership status for tax purposes is determined by who owns the property on December 31 of 2024. This means that the Village is responsible for the entire 2024 tax bill for the property. Even if the Village had not agreed to pay the seller's taxes, the Village responsibility to pay the rest of the year would be unchanged. Had the title company included a prorated amount in the closing statement, some of these taxes could have been a part of the purchase price, but the total amounts would not be any different in the end.

The converse is true- if the Village were to sell the property to a taxable entity, the buyer would not be subject to real property taxes for the remainder of that year.

I hope this helps,

Timothy J. Figura



Mika Meyers PLC

414 Water Street
PO Box 537
Manistee, MI 49660
Tel: 231-723-8333
Fax: 231-723-3888
mikameyers.com

E-mail: tfigura@mikameyers.com

From: Sue Palmer <s.palmer@villageofempire.com>
Sent: Thursday, June 13, 2024 4:24 PM
To: Timothy J. Figura <TFigura@mikameyers.com>
Subject: Fwd: FW: Property Tax Clarification for Local Unit of Government

Tim, I think we have an issue here with the taxes. Is this something we can talk about? Taxes on the website show we don't owe anything. Call when you are available. Thanks, Sue

----- Original Message -----

From: Village of Empire Treasurer <treasurer@villageofempire.com>

To: Clerk <clerk@villageofempire.com>, Chris Webb <c.webb@villageofempire.com>, Linda Chase <l.chase@villageofempire.com>, Maggie Bacon <m.bacon@villageofempire.com>, March Dye <m.dye@villageofempire.com>, Meg Walton <m.walton@villageofempire.com>, Sue Palmer <s.palmer@villageofempire.com>, Tom Rademacher <t.rademacher@villageofempire.com>
Date: 06/13/2024 12:26 PM EDT
Subject: FW: Property Tax Clarification for Local Unit of Government

Council,

Passing along an update on the property tax status of the new building. Derith and I have been attempting to get clarification from the Title Company, County and State regarding the property tax status of the new building. Both the county and state have said it is a legal question. The State Tax Commission did provide MCL's that may apply to the purchase (below). Unfortunately, our purchase agreement (attached) does state "the buyer shall pay all real property taxes currently due and owing as well as future property taxes due after the closing date". Which is why taxes were not prorated or dealt with by the title company at the time of closing. Question to consider---Does this language satisfy the determination that the Village is responsible for the 2024 summer and winter tax bills? Or do you wish to seek additional legal counsel? With taxes going out July 1st, this is time sensitive.

Alacia Acton

Village of Empire

11518 S. Lacore Rd.

PO Box 253

Empire, MI 49630

(231) 326-5466

www.leelanau.gov/empirevillage.asp

From: [State-Tax-Commission](#)
To: [Village of Empire Treasurer](#)
Subject: RE: Property Tax Clarification for Local Unit of Government
Date: Thursday, June 13, 2024 10:41:03 AM
Attachments: [image001.png](#)

Hi Alacia

The State Tax Commission has not provided any publicized guidance on this issue that I'm aware of, so I direct you to Michigan Compiled Law.

MCL 211.7m Property owned or being acquired by county, township, city, village, school district, or political subdivision; parks.

Sec. 7m.

Property owned by, or being acquired pursuant to, an installment purchase agreement by a county, township, city, village, or school district used for public purposes and property owned or being acquired by an agency, authority, instrumentality, nonprofit corporation, commission, or other separate legal entity comprised solely of, or which is wholly owned by, or whose members consist solely of a political subdivision, a combination of political subdivisions, or a combination of political subdivisions and the state and is used to carry out a public purpose itself or on behalf of a political subdivision or a combination is exempt from taxation under this act. Parks shall be open to the public generally. **This exemption shall not apply to property acquired after July 19, 1966, unless a deed or other memorandum of conveyance is recorded in the county where the property is located before December 31 of the year of acquisition,** or the local assessing officer is notified by registered mail of the acquisition before December 31 of the year of acquisition.

MCL 211.2

(2) **The taxable status of persons and real and personal property for a tax year shall be determined as of each December 31 of the immediately preceding year,** which is considered the tax day, any provisions in the charter of any city or village to the contrary notwithstanding. An assessing officer is not restricted to any particular period in the preparation of the assessment roll but may survey, examine, or review property at any time before or after the tax day.

(3) Notwithstanding a provision to the contrary in any law, **if real property is acquired for public purposes** by purchase or condemnation, all general property taxes, but not penalties, levied during the 12 months immediately preceding, but not including, the day title passes to the public agency shall be prorated in accordance with this subsection. The seller or condemnee is responsible for the portion of taxes from the levy date or dates to, but not including, the day title passes and **the public agency is responsible for the remainder of the taxes.** If the date that title will pass cannot be ascertained definitely and an agreement in advance to prorate taxes is desirable, an estimated date for the passage of title may be agreed to. In the absence of an agreement, the public agency shall compute the proration of taxes as of the date title passes. The question of proration of taxes shall not be considered in any condemnation proceeding. As used in this subsection, "levy date" means the day on which general property taxes become due and payable. **In addition to the portion of taxes for which the public agency is responsible under the provisions of this subsection, the public agency is also responsible for all general property taxes levied on or after the date title passes and before the property is removed from the tax rolls.**

Please check with the village's legal counsel.

Thank You

Darcy Marusich

State Tax Commission Support Staff

Michigan Department of Treasury

Phone: 517-335-4410

Email: state-tax-commission@michigan.gov

www.michigan.gov/statetaxcommission

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into on the Effective Date by and between the VILLAGE OF EMPIRE, a Michigan general law village, whose address is 11518 S Lacore St, Empire, MI 49630 (the "Buyer") and EMPIRE SB, LLC, a Michigan limited liability company, of 7660 S. Dunns Farm Road, Maple City, Michigan 49664 (the "Seller").

WHEREAS, the Seller owns the real property that is located within the Village of Empire, Empire Township and generally located at and legally described on Exhibit A, attached hereto (the "Property");

WHEREAS, the Seller has agreed to sell the Property to the Buyer subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES AGREE:

ARTICLE I GENERAL MATTERS – SALE OF PROPERTY

Section 1.01 **Purchase and Sale of Property.** Subject to the terms of this Agreement, the Seller shall sell and convey to the Buyer via warranty deed, and the Buyer shall purchase from the Seller, the Property, as described on Exhibit A, together with all improvements, hereditaments and appurtenances thereto. The form of the Warranty Deed to be provided by the Seller to the Buyer for the Property is attached hereto as Exhibit B.

Section 1.02 **Payment of Purchase Price for Property.** The purchase price of the Property shall be Four Hundred Eighty Thousand and No Dollars (\$ 480,000.00) (the "Purchase Price"). The Purchase Price shall be paid by the Buyer in accordance with this Section.

a. At Closing, the Buyer shall pay the Four Hundred Eighty Thousand and No Dollars (\$480,000) in certified funds.

b. From the amount to be paid to the Seller at Closing, the Seller shall pay first all then-existing liens, mortgages and other debt and encumbrances required by this Agreement to be paid upon the Property simultaneously with the Closing so that the title to the Property is free and clear of liens and debt, except those expressly permitted by this Agreement. After payment of all then existing liens, mortgages and other debt and encumbrances upon the Property, the remainder of the Purchase Price to be paid at Closing shall be paid to the Seller.

Section 1.03 **Title to Property.** Promptly following the effective date of this Agreement, the Buyer shall obtain with respect to the Property, and at Buyer's expense, a title commitment (the "Title Commitment") covering the Property underwritten by the Title Company. The Title Commitment shall (a) name the Seller as the fee simple owner of the Property and name the Buyer as the party to be insured; (b) show all matters affecting record title to the Property; and (c) bind Title Company to issue, on the Closing Date, an ALTA Form B owner's policy of title insurance, with standard exceptions, or an equivalent endorsement to an existing policy acceptable to the Buyer

(the "Title Policy"). The amount of insurance identified in the Title Commitment with respect to the Property shall be the Purchase Price.

Section 1.04 **Title Investigation.**

a. The Buyer shall order a commitment for title insurance from Transnation Title Insurance Company or another title company acceptable to the Buyer (the "Title Company"), agreeing to issue to the Buyer, upon the recording of the warranty deed from the Seller to the Buyer, an owner's policy of title insurance in the amount of the Purchase Price and insuring the title of the Buyer to the Property (the "Preliminary Commitment"). The Buyer shall provide the Seller with a copy of the Preliminary Commitment upon receipt.

b. If the Preliminary Commitment shows that the Seller does not have fee simple title to the Property, or that the Property is subject to liens, easements, exceptions or restrictions which are not acceptable to the Buyer ("title exceptions"), then within fourteen (14) days after the receipt of the Preliminary Commitment, the Buyer shall advise the Seller in writing of any title exceptions existing as shown on the Preliminary Commitment.

c. All liens which (when totaled) may be removed by the payment of money in an amount less than the Purchase Price, shall be removed at Closing by the payment of money otherwise due the Seller, if not discharged by the Seller at or prior to Closing.

d. Seller shall have the option to cure or with the Buyer's consent, to obtain insurance over each title exception other than liens above described in Section 1.04.c.

e. If the Seller is unable to cure or, with the Buyer's consent, to obtain necessary insurance overall title exceptions within a reasonable time prior to Closing, or elect not to do so, the Seller shall then notify the Buyer. The Buyer shall have the option to accept title subject to the title exception in question or to terminate this Agreement. If this Agreement is terminated, neither party shall have any further obligations hereunder.

f. If the Preliminary Commitment is acceptable to the Buyer, or, if the Preliminary Commitment shows title exceptions which have been cured within the time and in the manner as aforesaid, and has been revised to reflect the legal description set forth on the survey obtained in accordance with Section 1.08, the Buyer shall advise the Seller in writing of its approval of such commitment (the "Final Commitment") within 14 days. Notwithstanding the foregoing, the Buyer may, at its election, waive any title exception or, at its election, extend the time of Closing for forty-five (45) days for the Seller to cure title exceptions and obtain an acceptable Final Commitment. Any title exception which is acceptable to the Buyer is referred to herein as a "permitted exception."

Section 1.05 **Closing.**

a. The Closing of the purchase of the Property (the "Closing") shall take place as soon as is reasonably practicable on a date and at a time mutually agreeable to the parties and at a mutually agreeable location or, if no location is otherwise agreed to, at the Title Company's office, but in no event later than April 12, 2024 except as may otherwise be agreed by the parties to this Agreement.

b. At the Closing with respect to the sale and purchase of the Property, the Buyer shall pay (1) the premium for the Title Policy, (2) any closing fees charged by Title Company, (3) all real property taxes that are due and payable as of the Closing without proration (as specified in Section 1.07), (4) all recording and filing fees for transfer of the Property, and (5) the fees for all third party consulting or due diligence work contracted for by the Buyer. All other costs and expenses incident to the Closing shall be paid by the party incurring them. The obligations of the Buyer to pay the amounts stated above shall survive the Closing such that if any amounts to be paid become known following the Closing, the Buyer shall pay the required amounts promptly upon being informed of the amount owing.

c. At Closing, the Seller shall provide the Warranty Deed conveying the Property to the Buyer.

Section 1.06 **Possession**. Possession of the Property will pass to the Buyer on Closing.

Section 1.07 **Real Property Taxes and Assessments**. The Buyer shall pay all real property taxes currently due and owing as well as future property taxes due after the closing date.

Section 1.08 **Survey Work**. The Buyer has not obtained a survey of the Property as of the date of this Agreement.

Section 1.09 **Earnest money and termination**. Within five days after the date of this Agreement, Buyer shall deposit **\$5,000.00** with the Title Company as an earnest money deposit. At closing, the earnest money deposit shall be credited against the purchase price. If Seller defaults or fails to close the transaction, Buyer may demand the return of the earnest money deposit, which shall be promptly returned.. If Buyer defaults or fails to close the transaction, Seller may retain the earnest money deposit as Seller's sole and exclusive remedy.

Section 1.10 **License to Access Property**. From the date of execution of this Agreement and until Closing, the Buyer and its agents shall have the right to go upon the Property for the purpose of making any tests, inspections, examinations or studies which the Buyer deems necessary in connection with the purchase of the Property, including the environmental condition of the Property. This shall include the right to conduct Phase I and Phase II site assessments, if determined necessary in the sole discretion of the Buyer. The Buyer agrees not to provide the results of Phase I and Phase II site assessments to the State of Michigan without the consent of the Seller. The Buyer shall pay all costs and expenses incurred in making such tests, inspections, examinations or studies. The Buyer and its agents shall also have the right to consult with any members or employees of the Seller connected with the operation or management of the Property and the Seller shall cooperate in allowing the Buyer or the Buyer's agents, in conducting such investigation, to have full access to the Property and all portions thereof, including but not limited to, access for taking underground soil or water samples, and samples from building materials. The results of any investigation performed by the Buyer shall be shared with both the Buyer and the Seller. The Buyer shall hold the Seller harmless from any damage or injury to persons or property which occurs during the course of the inspections conducted by the Buyer or the Buyer's agents.

Section 1.11 **Inspections**. Buyer's obligation to purchase the Property is subject to fulfillment of the conditions and inspections described in this section to Buyer's satisfaction within **14 days** of the effective date of this agreement (the Inspection Period).

a. Well and septic. Buyer shall arrange and pay for an inspection and written report by a

- qualified inspector of the well and septic system in use in connection with the Property.
- b. Pest inspection. At Buyer's expense, Buyer may order an inspection report for termites, carpenter ants, powder-post beetles, and all other pests prepared by a licensed pest control company.
 - c. General inspections. Buyer has the right to inspect all or any portion of the Property at Buyer's expense. These inspections may include, without limitation, the soil and groundwater; all structures; and the plumbing, heating, ventilating, air-conditioning, and electrical systems. All such inspections shall be on prior notice to Seller and be done at reasonable times that do not intrude on Seller's use of the Property.
 - d. Appraisal. At Buyer's expense, Buyer may order an appraisal of the Property.
 - e. Survey. At Seller's expense and no later than 21 days after the effective date of this agreement, Seller shall provide Buyer with a new staked boundary survey of the Property prepared by a licensed surveyor. The survey shall show the residence and all other improvements and easements that are used in connection with or that otherwise affect the Property. The survey shall state whether the Property are in a flood zone and be certified to Seller, Buyer, Buyer's lender (if any), the title insurance company furnishing the policy described in the "title insurance" section, and any other person or entity requested by Buyer. Buyer will reimburse Seller for the cost of the survey at closing.
 - f. Inspection. If, on or before the expiration of the Inspection Period, Buyer determines that the Property is unacceptable, Buyer may terminate this Agreement by delivery of written notice to Seller, at which time the earnest money deposit shall be promptly returned to Buyer, this Agreement shall terminate, and Buyer and Seller shall be released of all obligation or liability under this Agreement, except for liability that expressly survives the termination. If Buyer fails to deliver written notice to Seller terminating this Agreement on or before expiration of the Inspection Period, Buyer shall have no further right to terminate this Agreement pursuant to this section, and the earnest money deposit shall become nonrefundable, except in instances of Seller's default or failure to fulfill its obligations under this Agreement.

Section 1.12 **Historical Documents**. The Seller shall make available to the Buyer from the date hereof to the date of Closing, to the extent they are available, all abstracts, title insurance policies, deeds, contracts, blueprints, plans, surveys and permits affecting the Property, and all environmental reports or correspondence regarding the Property.

Section 1.13 **Closing Expenses and Adjustments**. All Closing costs imposed by the Title Company, if any, including costs for recording fees, transfer taxes, tax certifications and document preparation, unless stated elsewhere in this Agreement, shall be paid by Buyer.

Section 1.14 **Financing Contingency**. Buyer may finance a portion of the cost of the Property through the use of an installment purchase agreement under the provisions of Act 99 of the Public Acts of Michigan of 1933, as amended ("Act 99"), which may include financing through the U.S. Department of Agriculture's Rural Development agency ("Rural Development") or a local bank. The installment purchase agreement will be between the Village, the Seller (as the "Vendor" under the installment purchase agreement), and either Rural Development or the local bank. The Vendor will be required to execute an installment purchase agreement, in substantially the form on file with the Village, and other related certificates with respect to the Property with the Village and Rural Development or the local bank.

If the Village proceeds with the financing described in the prior paragraph, the Village's obligation to proceed with the purchase of the Property and to proceed to closing on the purchase of the Property is expressly conditioned on the Village closing on the installment purchase agreement for the Property. The Village's ability to obtain financing does not extend or affect the closing deadline in this Agreement.

ARTICLE II REPRESENTATIONS, WARRANTIES AND CONDITION OF PROPERTY

Section 2.01 **Condition of Property**. Buyer agrees that if this transaction closes as contemplated herein, it will accept the Property in its "as is" condition at the time of Closing, without any warranties about the condition of the Property other than those described below in Section 2.02.

Section 2.02 **Seller's Representations and Warranties with Respect to Property**. Seller represents and warrants that as of the date of Closing:

- a. The performance of the obligations of the Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial order, administrative order or judgment applicable to the Seller or the Property. There are not now outstanding with respect to the Property any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations and any such notices hereafter issued prior to Closing will be satisfied by the Seller.
- b. There is no litigation or proceeding pending, or to the best of the Seller's knowledge threatened, against or involving the Seller or the Property, including but not limited to condemnation or eminent domain proceedings, and the Seller does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on the Buyer or the Buyer title to and use of the Property, either before or after the Closing.
- c. There is no default as of the date hereof in any mortgage of any portion of the Property.
- d. The Seller will operate the Property up to the date of Closing in the normal and regular manner and will not enter into any contract in respect thereto except as may be required in the regular course of the business and is approved by the Buyer.
- e. The Seller is unaware of any special assessment(s) which have been levied against any portion of the Property.

The warranties made in this Section 2.02 shall survive the Closing as if fully set forth in a document executed at Closing.

ARTICLE III MISCELLANEOUS

Section 3.01 **Entire Agreement**. This Agreement constitutes the entire agreement

between the parties and supersedes any prior understandings or agreements between them respecting the subject matter. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE CAN BE MADE OR HAVE BEEN MADE BY ANY OF THE PARTIES TO THIS AGREEMENT TO ANOTHER PARTY TO THIS AGREEMENT UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES.

Section 3.02 **Miscellaneous**. This Agreement shall be governed by Michigan law. Time is of the essence of the performance of the obligations described herein. No third party shall be a beneficiary of any provision of this Agreement. Nothing contained herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent, or of partnership or joint venture between the parties hereto. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents of this Agreement. This Agreement may be executed in duplicate counterparts and each executed counterpart shall be considered as an original of this Agreement.

Section 3.03 **Survival of Representations and Warranties**. All warranties and representations made by the parties shall survive payment and performance of the obligations imposed by this Agreement as if set forth fully in a document executed at Closing.

Section 3.04 **Authorization**. All parties hereto warrant and represent that they are properly authorized to enter into this Agreement.

Section 3.05 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Seller and Buyer have signed this Agreement to be effective on the last date on which a party signs below (the "**Effective Date**").

****Signatures on following page****

Seller:
Empire SB, LLC,
a Michigan limited liability company

By: Greg Christensen do:loop verified
03/01/24 5:21 PM EST
QJBC-RED2-5Z5X-LA4W

Gregory Christensen

Its: Member

Date:

By: Michelle Christensen do:loop verified
03/01/24 5:19 PM EST
VXFV-BRHH-ZZE1-UZ74

Michelle Christensen

Its: Member

Date:

Buyer:
VILLAGE OF EMPIRE,
a Michigan general law village:

By: Sue Palmer

Sue Palmer

Its: President

Date: 3/1/2024

By: Derith Smith

Derith Smith

Its: Clerk

Date: 3-1-24

**A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
SETTLEMENT STATEMENT**

B. TYPE OF LOAN
 1. FHA 2. FmHA 3. Conv. Unins. 4. VA 5. Conv. Ins.
 6. FILE NUMBER: S-2408760 7. LOAN NUMBER:
 8. MORTGAGE INS CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/98 (S-2408760 / 32)

D. NAME AND ADDRESS OF BUYER: Village of Empire, a Michigan general law village 11518 S Lacore St. Empire, MI 49630	E. NAME AND ADDRESS OF SELLER: Empire SB, LLC, a Michigan limited liability company 7660 S. Dunns Farm Rd. Maple City, MI 49664	F. NAME AND ADDRESS OF LENDER: N/A
G. PROPERTY LOCATION: 11537 S Leelanau Hwy Empire, MI 49630 Leelanau County, Michigan	H. SETTLEMENT AGENT: Access Title Agency of Michigan, LLC PLACE OF SETTLEMENT: 718 N St Joseph St Ste K-2 Suttons Bay, MI 49682	I. SETTLEMENT DATE: April 19, 2024 DISBURSEMENT DATE: April 19, 2024

J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	477,200.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	6,821.50
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	484,021.50
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	5,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	5,000.00
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	484,021.50
302. Less amount paid by/for Buyer (Line 220)	(5,000.00)
303. CASH FROM BUYER	479,021.50

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	477,200.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	477,200.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	19,198.08
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507. Dep. disbursed as proceeds	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	19,198.08
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	477,200.00
602. Less reductions due Seller (Line 520)	(19,198.08)
603. CASH TO SELLER	458,001.92


 Access Title Agency of Michigan, LLC, Settlement Agent

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price	\$ 477,200.00 @ 4.0000 %	19,088.00		
<i>Division of Commission (line 700) as Follows:</i>				
701. \$ 8,736.00	to Serbin Real Estate			
Note: Line 701 Includes Adjustment of -10,352.00 For eCommission				
702.	to			
703. Commission Paid at Settlement				8,736.00
704. eCommission	to eCommission			10,352.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee	% to			
802. Loan Discount	% to			
803. Appraisal fee	to			
804. Credit report	to			
805. Lender's inspection fee	to			
806. Mortgage insurance application fee	to			
807. Assumption fee	to			
808.	to			
809.	to			
810.	to			
811.	to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From	04/19/24 to 05/01/24 @ \$ /day (12 days %)			
902. Mortgage insurance premium	for month to			
903. Hazard insurance premium	for year to			
904.	for year to			
905.	to			
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard insurance	Months @ \$ per Month			
1002. Mortgage insurance	Months @ \$ per Month			
1003. City property taxes	Months @ \$ per Month			
1004. County property taxes	Months @ \$ per Month			
1005. Annual assessments	Months @ \$ per Month			
1006.	Months @ \$ per Month			
1007.	Months @ \$ per Month			
1008.	Months @ \$ per Month			
1100. TITLE CHARGES				
1101. Closing Fee	to Access Title Agency of Michigan, LLC		500.00	
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above item numbers:)				
1108. Owner's policy premium	to Access Title Agency of Michigan, LLC		2,090.00	
(includes above item numbers:)				
1109. Lender's coverage				
1110. Owner's coverage	\$ 477,200.00 2,090.00			
1111. Deed Prep Fee	to Law Office of Alicia Schaub, PLLC		90.00	
1112.	to			
1113.	to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed \$ 35.00; Mortgage ; Releases			35.00	
1202. City/County tax/stamps: Deed \$ 525.25; Mortgage			525.25	
1203. State tax/stamps: Deed \$ 3,581.25; Mortgage			3,581.25	
1204.	to			
1205.	to			
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303. Good Standing Certificate	to Access Title Agency of Michigan, LLC			10.00
1304. Water	to Empire Village Treasurer			100.08
1305.	to			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			6,821.50	19,198.08

HUD-1, Attachment

Buyer: Village of Empire, a Michigan general law village
11518 S Lacore St.
Empire, MI 49630

Seller: Empire SB, LLC, a Michigan limited liability company
7660 S. Dunns Farm Rd.
Maple City, MI 49664

Lender: N/A

Settlement Agent: Access Title Agency of Michigan, LLC
(231)539-1203

Place of Settlement: 718 N St Joseph St
Ste K-2
Suttons Bay, MI 49682

Settlement Date: April 19, 2024


Disbursement Date: April 19, 2024

Property Location: 11537 S Leelanau Hwy
Empire, MI 49630
Leelanau County, Michigan

Village of Empire, a Michigan general law village

BY: 
Sue Palmer
President

Empire SB, LLC, a Michigan limited liability company

BY: 
Gregory Christensen
Member

BY: 
Michelle Christensen
Member



File No.: S-2408760
Property Address: 11537 S Leelanau Hwy, Empire, MI 49630

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
Information about your transactions we secure from our files, or from our affiliates, or others.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Village of Empire, a Michigan general law village

BY: Sue Palmer
Sue Palmer
President

Empire SB, LLC, a Michigan limited liability company

BY: Gregory Christensen
Gregory Christensen
Member

BY: Michelle Christensen
Michelle Christensen
Member

718 N St Joseph St • Ste K-2 • Suttons Bay, MI 49682
Telephone: (231)539-1203



ERROR AND OMISSIONS CORRECTION AGREEMENT

Property Address: 11537 S Leelanau Hwy, Empire, MI 49630

For good and valuable consideration, and as a condition of Access Title Agency of Michigan, LLC acting as Settlement Agent in the above-referenced transaction, the owner(s) agree, if requested by Access Title Agency of Michigan, LLC, to cooperate as set forth below.

In the event of any of the documents effectuating and or evidencing the conveyance of the above –referenced property misstate, omit or inaccurately reflect the true and correct terms and provisions of the contract, or if any documentation or correction to documentation is needed to comply with the terms and provision of the contract, owner(s) shall, upon request by Access Title Agency of Michigan, LLC in order to correct such misstatement, omission, or inaccuracy, execute such new documentation or initial such corrected original documents as Access Title Agency of Michigan, LLC may deem necessary to remedy said mistake, omission, or inaccuracy. Owner(s) further agree to make up any monetary deficiency as a result of any misstatement, omission, or inaccuracy involving any expense due from owner(s) pursuant to the terms and provision of the contract, if so called upon to do so by Access Title Agency of Michigan, LLC. Like wise, Access Title Agency of Michigan, LLC agrees to refund any overpayment collected at closing as a result of any misstatement, omission, or inaccuracy involving any amount collected from owner(s).

The agreements contained herein shall apply whether said misstatement, omission or inaccuracy is due to unilateral mistake on the part of Access Title Agency of Michigan, LLC, owner(s), mutual mistake on the part of Access Title Agency of Michigan, LLC, owner(s) or clerical error on the part of any party to the transaction.

FAILURE BY ANY PARTY TO INITIAL OR EXECUTE SUCH DOCUMENTS OR MAKE UP ANY MONETARY DEFICIENCY AS AND WHEN REQUESTED HEREUNDER SHALL CONSTITUTE A BREACH OF THE CONTRACTUAL AGREEMENT EVIDENCED HEREBY AND SHALL ALSO CONSTITUTE A DEFAULT UNDER THE CONTRACT FOR PURCHASE, SALE OR REFINANCE.

This agreement shall be binding on the signatories hereto, their heirs and assigns, and shall inure to the benefit of Access Title Agency of Michigan, LLC.

Time is of the essence concerning all agreements contained herein.

Village of Empire, a Michigan general law village

BY: Sue Palmer
Sue Palmer
President

Empire SB, LLC, a Michigan limited liability company

BY: Gregory Christensen
Gregory Christensen
Member

BY: Michelle Christensen
Michelle Christensen
Member



CLOSING AGREEMENT

Property Address: 11537 S Leelanau Hwy, Empire, MI 49630

The property taxes have been estimated and prorated to the due date of the closing on the accompanying closing statements. The parties agree to the debit/credit of the tax amount set forth on the Settlement Statement/HUD and hold Access Title Agency of Michigan, LLC harmless from any liability arising therefrom.

If applicable, Purchaser and seller are reminded to make necessary changeovers regarding heat, electricity, and other utilities. Seller is responsible for utility payments until vacating subject property. (If Applicable)

Purchaser is responsible for hazard insurance beginning the day of closing. (If Applicable)

Purchaser is to be given possession at closing.

The seller certifies that within the last 120 days, there have been no repairs, or improvements to the subject premises, which remain unpaid and therefore could give rise to a lien.

In accordance with the purchase and sales agreement, the items indicated in the purchase agreement are included in the sale and shall remain with the subject property.

Buyer and seller agree that all contingencies and provisions of the purchase and sales agreement have been met to their satisfactions and will survive the closing.

Purchaser certifies that neither the owners nor the agents of Serbin Real Estate / Serbin Real Estate and/or Access Title Agency of Michigan, LLC have made any verbal guarantees or warranties to them concerning this property.

Buyer and Seller acknowledge and understand if a well and septic inspection is required for the sale of the subject property and hold Access Title Harmless for any loss or damage sustained from not obtaining required approval. (If Applicable)

Buyer and Seller have reviewed the legal description and confirm it is the correct property to be conveyed.

SP Initials/Purchaser(s)

GC MC Initials/Seller(s)

Additional Conditions: Purchaser to assume South Bar Lake Drain Assessment which shall be incorporated in the future winter tax bills.

Purchaser(s):

Village of Empire, a Michigan general law village

BY: Sue Palmer
Sue Palmer
President

Sellers(s):

Empire SB, LLC, a Michigan limited liability company

BY: Gregory Christensen
Gregory Christensen
Member

BY: Michelle Christensen
Michelle Christensen
Member



DISCLOSURE

Order No.: S-2408760
Reference: Village of Empire, a Michigan general law village / Empire SB, LLC, a Michigan limited liability company
Property Address: 11537 S Leelanau Hwy, Empire, MI 49630

By signing this statement the undersigned acknowledge the following:

1. That all closing documents prepared by Access Title Agency of Michigan, LLC are prepared at the discretion and request of the parties to the transaction, their real estate agent(s)/broker(s) or attorney(s);
2. That Access Title Agency of Michigan, LLC is not acting as our agent, attorney, representative or fiduciary, at this real estate closing;
3. That Access Title Agency of Michigan, LLC's employee who has attended this closing represents only Access Title Agency of Michigan, LLC;
4. That Access Title Agency of Michigan, LLC's employee has identified certain documents to us and offered NO legal advice as to the meaning or effect of the documents. We understand that any of Access Title Agency of Michigan, LLC's employee's statements about the documents are not legal advice to us. If we have an attorney, that attorney is our only attorney in this transaction;
5. That we have either read all of the closing documents or are responsible for our own failure to have read them. We understand that Access Title Agency of Michigan, LLC is not responsible for explaining to us the effect of the documents we have signed;
6. That the title policy, when issued, will contain all of the exceptions noted on the commitment, unless such exceptions are removed to the satisfaction of Access Title Agency of Michigan, LLC.
7. Purchaser further certifies that neither Access Title Agency of Michigan, LLC nor the person preparing the Deed used in this transaction determined or assisted in determining the number of splits being conveyed, if any. Purchaser and Seller understand that the above named parties are not responsible for these items and hold them harmless.
8. That we have read this statement and understand it.

Buyer(s):

Village of Empire, a Michigan general law village

BY: Sue Palmer
Sue Palmer
President

Seller(s):

Empire SB, LLC, a Michigan limited liability company

BY: Gregory Christensen
Gregory Christensen
Member

BY: Michelle Christensen
Michelle Christensen
Member

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **Empire SB, LLC, a Michigan limited liability company**, Whose address is 7660 S. Dunns Farm Rd., Maple City, MI 49664,

convey(s) and warrant(s) to **Village of Empire, a Michigan general law village**, Grantee(s), Whose address is 11518 S Lacore St., Empire, MI 49630, the following described premises:

For the Full Consideration of ***Real Estate Tax Valuation Affidavit Filed***

Land situated in the Township of Empire, County of Leelanau, State of Michigan, described as follows:

All that certain lot or parcel of land situated in the Township of Empire, County of Leelanau, State of Michigan, and being more particularly described as follows:

Lots 3, Sunset Subdivision, according to the plat thereof as recorded in Liber 3 of Plats, Page 15, Leelanau County Records.

Commonly known as: 11537 S Leelanau Hwy, Empire, MI 49630

Parcel ID No(s). 45-041-500-003-00

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right of Farm Act.

SUBJECT to easements, reservations and restrictions of record.

Dated this 19th day of April, 2024.

SIGNED AND SEALED

Empire SB, LLC, a Michigan limited liability company

BY: Gregory Christensen

Gregory Christensen
Member

BY: Michelle Christensen

Michelle Christensen
Member

STATE OF Michigan

COUNTY OF Leelanau

The foregoing instrument was acknowledged before me on April 19, 2024 by Gregory Christensen and Michelle Christensen, Members of Empire SB, LLC, a Michigan limited liability company

MSSB

Notary Public

Acting in

My Commission Expires:

(SEAL)

MELISSA SCHAUB
Notary Public, State of Michigan
County of Leelanau
My Commission Expires 08-27-2025
Acting in the County of _____

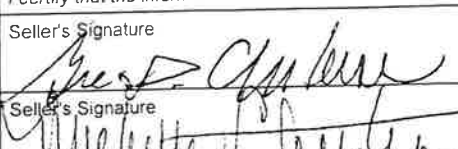
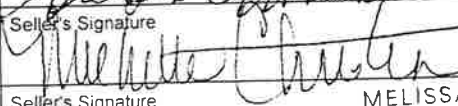
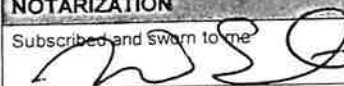
Prepared by and Return To:

Alicia Schaub, Attorney at Law (P81670)
718 N St. Joseph St., K-2
Suttons Bay, MI 49682
File No.: S-2408760

Real Estate Transfer Tax Valuation Affidavit

Issued under authority of Public Act 134 of 1966 and 330 of 1993 as amended.

This form must be filed with the Register of Deeds for the county where the property is located either when you choose not to enter the amount paid for real estate on the deed or when you contract for the transfer or acquisition of a controlling interest in an entity if the real property owned by that entity comprises 90% or more of the fair market value of the assets of the entity determined in accordance with generally accepted accounting principles. "Controlling interest" means more than 80% of the total value of all classes of stock of a corporation; more than 80% of the total interest in capital and profits of a partnership, association, limited liability company, or other unincorporated form of doing business; or more than 80% of the beneficial interest in a trust. The tax is based on the value of the real property transferred and is collected at the time the contract or instrument of conveyance is submitted for recording. "Value" means the current or fair market worth in terms of legal monetary exchange at the time of the transfer.

1. County of Property Leelanau		2. City or Township of Property Empire	
3. Names of ALL Sellers Empire SB, LLC, a Michigan limited liability company			
Seller's Mailing Address(es) 7660 S. Dunns Farm Rd.		City Maple City	State MI
			ZIP Code 49664
4. Name of ALL Purchasers Village of Empire, a Michigan general law village			
Purchaser's Mailing Address(es) 11518 S Lacore St.		City Empire	State MI
			ZIP Code 49630
5. Type and Date of Document <input type="checkbox"/> Land Contract Date of Contract: _____ <input checked="" type="checkbox"/> Deed Date: April 19, 2024 <input type="checkbox"/> Contracts for the transfer or acquisition of a controlling interest in entity where 90% or more of the FMV of the assets are real property. The contract may be attached to this form when it is filed with the Register of Deeds.			
Entity Name		State of Organization	Date of Contract
Entity Address			
6. Cash Payment and/or Debt Relieved \$477,200.00	7. Amount of Mortgage/Land Contract \$0.00	8. Total Consideration (Add lines 6 & 7) \$477,200.00	
9. Amount of County Tax \$525.25	10. Amount of State Tax \$3,581.25	11. Total Revenue Stamps (Add lines 9 & 10) \$4,106.50	
12. If consideration is less than market value, state market value.			
13. Legal Description of Real Estate Transferred All that certain lot or parcel of land situated in the Township of Empire, County of Leelanau, State of Michigan, and being more particularly described as follows: Lots 3, Sunset Subdivision, according to the plat thereof as recorded in Liber 3 of Plats, Page 15, Leelanau County Records.			
CERTIFICATION			
I certify that the information above is true and complete to the best of my knowledge.			
Seller's Signature 		If signor is other than the seller, print name and title	
Seller's Signature 		If signor is other than the seller, print name and title	
Seller's Signature MELISSA SCHAUB Notary Public, State of Michigan County of Leelanau		If signor is other than the seller, print name and title	
Seller's Signature My Commission Expires 08-27-2025 Acting in the County of _____		If signor is other than the seller, print name and title	
NOTARIZATION			
Subscribed and sworn to me 		Notary Public State of MI County of Leelanau	on this date April 19, 2024
			My commission expires on

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 11537 S Leelanau Hwy		2. County Leelanau	3. Date of Transfer (or land contract signed) April 19, 2024
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village Empire		5. Purchase Price of Real Estate \$477,200.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 45-041-500-003-00		6. Seller's (Transferor) Name Empire SB, LLC, a Michigan limited liability company	
		8. Buyer's (Transferee) Name and Mailing Address Village of Empire, a Michigan general law village 11518 S Lacore St. Empire, MI 49630	
		9. Buyer's (Transferee) Telephone Number	

Items 10-15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See Page 2 for list.

Land Contract Lease Deed Other (specify) _____

11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed) \$0.00	

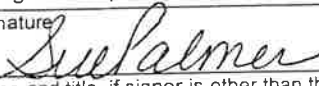
EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse.
- Change in ownership solely to exclude or include a spouse.
- Transfer between certain family members *(see page 2).
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires).
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property.
- Transfer by redemption from a tax sale.
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust.
- Transfer resulting from a court order unless the order specifies a monetary payment.
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse).
- Transfer to establish or release a security interest (collateral).
- Transfer of real estate through normal public trading of stock.
- Transfer between entities under common control or among members of an affiliated group.
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements).
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name Village of Empire, a Michigan general law village		Date April 19, 2024
Signature 		E-mail Address
Name and title, if signer is other than the owner Sue Palmer, President	Daytime Phone Number	

Empire Village Council Documentation

Date: June 19, 2024	Meeting type: Regular Meeting
Meeting Date: June 25, 2024	
Topic: 1. Office Furniture Purchase	Submitted by: Linda Chase

Request: Motion for a not to exceed amount of \$5,000 to purchase office furniture for the new building. This will allow the Village to purchase used or new furniture in a timely manner as it is pinned down.

Village of Empire Council Meeting Documentation

Date: June 19, 2024

Regular Meeting

Meeting Date: June 25, 2024

Subject: Purchase of Trees for corner of Wilce and Union Author: March Dye, Maggie Bacon

Overview:

Two very large old Silver Maples were taken down on Union St. for the paving project. They were in good health but were undermining the road as they had grown so big in circumference.

After they were taken down the owners asked about replacing the trees with some smaller trees which would not interfere with the road. There was \$1000 put in the budget earmarked for this replacement. There is a total of \$3000 in the budget for new trees.

The owners have specified that they would like a Kousa Dogwood (\$205) and a Paper or River Birch (\$280). We have a quote from Four Season Nursery for purchase, delivery and installation of two trees for a total of \$919.49. However, the Birch costs more than the Maple and it will probably cost more to plant since it is a much bigger root ball.

It may also make sense to have the nursery plant two or three new trees where Consumers took out the three or four trees in order to put in overhead wires for the charging station. These could be like the flowering trees further down the street by the barber shop. Short trees.

The reason we are proposing to have them planted professionally is because of the time required if the DPW has to go pick them up, use the loader to unload them, and the time required to plant them. It may cost more than the \$452 quoted by the nursery.

Discussion:

Recommendation:

The purchase and professional planting of two trees at Union and Wilce for an amount not to exceed \$1100 as well as the purchase and professional planting of three additional smaller trees to replace the trees removed for the electric charging station.

FOUR SEASON NURSERY

7557 EAST HARRY'S ROAD, TRAVERSE CITY MI. 49684

PHONE: 231-9327400 FAX: 231-9222988

www.fourseasonnurserytc.com

ESTIMATE

009605

02

Page: 1

Thursday, May 16, 2024

Saturday, June 15, 2024

VILLAGE OF EMPIRE
PO BOX 253
EMPIRE MI 49630

Item#	Description	Quantity	Price	Total Amount
C1158	Plants only, paid to Four Season Nursery as deposit CORNUS KOUSA CHINENSIS B&B 6'	1	205.000	205.00
A0021	TREE FORM KOUSA DOGWOOD ACER PLAT CRIMSON KING #10 CAN	1	230.000	230.00
	CRIMSON KING NORWAY MAPLE			
			Sales Tax Subtotal	26.10
			SUB TOTAL (Materials & Labor)	<u>435.00</u>

Installation billed to you from MLK Landscaping. Wayne, owner, will contact you with planting date and will contact MISSDIG once you send me the address of planting site.

07795	INSTALLED PLANT #10 CON	1	100.690	100.69
07835	INSTALLED PLANT 24" W.B.	1	181.000	181.00
04760	DEBRIS REMOVAL	1	30.000	30.00
04802	TRAVEL TIME	1	140.000	140.00
			Sales Tax Subtotal	6.70
			SUB TOTAL (Materials & Labor)	<u>451.69</u>

Sales Tax Total 32.80
Total 919.49

River Birch \$280 in burlap. 10'