



**PROPOSED AGENDA  
REGULAR MEETING OF THE LAKE ODESSA VILLAGE COUNCIL  
MONDAY, OCTOBER 17, 2022 - 7:00 P.M.**

Page Memorial Building  
Village Council Chambers  
839 Fourth Avenue, Lake Odessa, Michigan 48849

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Roll Call**

**IV. Approval of Agenda**

**V. Citizen Comment on Agenda Items:**

*Under the Open Meetings Act, any citizen may come forward at this time and make comment on items that appear on the agenda. Comments will be limited to five minutes per person. Anyone who would like to speak shall state his/her name and address for the record. Remarks should be confined to the question at hand and addressed to the chair in a courteous tone. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.*

**VI. Minutes: To approve the meeting minutes from the following Village Council meetings:**

- a) Minutes from the regular Village Council meeting of September 19, 2022

**VII. Bills:**

- a) Approve bills equal to or less than \$3,000.00 each from 9/1//2022 to 9/30/2022
- b) Approve bills in excess of \$3,000.00 each, including:
- Homeworks -- \$5,892.72 – Electricity at the Water Plant (Paid)
  - High Pointe Tree Service -- \$9,150.00 – Tree Maintenance and Removal (Paid)
  - RS Technical Services -- \$6,260.51 – Water System Maintenance and Repair (Paid)

**VIII. Consent Agenda**

The following consent agenda will normally be adopted without discussion; however, at the request of any council member, any item may be removed from the consent agenda for discussion.

**Reports and Minutes:** To accept and file the following:

- a) Lake Odessa Zoning Administrator Monthly Report
- b) Lakewood Recreational Authority – September 2022 Meeting Minutes
- c) Lake Odessa Area Arts Commission – September 2022 Meeting Minutes

**IX. Departmental Reports:**

- a) Village Manager's Report
- b) Police Department
- c) Department of Public Works
- d) Finance Report

**X. Committee Reports**

- a) Personnel / Finance Committee
- b) Recreation / Special Projects Committee
- c) UTV Committee

**XI. Presentations/ Proclamations**

- a) Proclamation of Gratitude for Years of Service to Outgoing Trustees

**XII. Discussion Items**

- a) None

**XIII. Public Hearing**

- a) None

**XIV. Unfinished Business**

- a) None

**XV. New Business:**

- a) Proposed Resolution 2022-53: Approving the Two-Year Extension of a Lease Agreement for the Use of Village-Owned Property with Tim Stuart
- b) Proposed Resolution 2022-54: Approving an Over/ Under Payment Collection Policy for the Village of Lake Odessa
- c) Proposed Resolution 2022-55: Approving the Quote from ADT for the Purchase of a Security Camera System for the Page Memorial Building
- d) Consideration of Proposed Ordinance Amendment 2022-06: An Ordinance to Amend the Code of Ordinances of the Village of Lake Odessa by Amending Chapter 36, Article's I, II, III, and IV

**XVI. Miscellaneous Correspondence:**

- a) Note of Thanks for Annual Support from the ICEA

**XVII. Trustee Comments**

**XVIII. Public Comment**

**XIX. Adjournment**

# Council Meeting Minutes

VILLAGE OF LAKE ODESSA

MINUTES

REGULAR COUNCIL MEETING

SEPTEMBER 19, 2022

PAGE MEMORIAL BUILDING

839 FOURTH AVENUE

LAKE ODESSA, MICHIGAN 48849

Meeting called to order at 7:00 pm by Village President Banks.

**ROLL CALL**

Council present: President Karen Banks, Trustee Melvin McCloud, Trustee Michael Brighton, Trustee Carrie Johnson, Trustee Terri Cappon, Trustee Jennifer Hickey, Trustee Robert Young

Absent: None

Staff present: Patrick Reagan

Visitors present: James Gemell, Lakewood News; Bob Green; Rex Bailey; Kylee Page; Donovan Page; Scott Beglin; Casey Beglin; Aaron Stenger; Jason Hollern; Dave Rhoden; Beth Rhoden; Natasha Jensen; Zach Barton. Some signatures were not legible.

**APPROVAL OF THE AGENDA**

Motion by Young, support by Johnson, to approve the agenda as submitted. Motion carried unanimously by voice vote of members present, 7-0.

**PUBLIC COMMENT ON AGENDA ITEMS**

- Teresa Docktor – spoke in support of allowing side-by-sides on Village streets and sees golf carts as a separate issue.
- Scott Beglin – spoke in support of allowing side-by-sides on Village streets. Stated that riders need to be responsible when operating UTV's.
- Natasha Jensen – spoke in support of allowing side-by-sides on Village streets. Spoke about the differences between side-by-sides and golf carts.

**MINUTES**

Motion by Hickey, support by Brighton, to approve the minutes from the August 15, 2022 regular Council meeting. Voice vote was called for by Banks. All ayes. Motion carried, 7-0.

Motion by Cappon, supported by Young, to approve the minutes from the special Village Council meeting on September 12, 2022. Voice vote was called for by Banks. All ayes. Motion carried, 7-0.

## **BILLS**

Motion by Johnson, supported by Cappon, to approve expenditures equal to or less than \$3,000.00 for the period 8/1/2022 thru 8/31/2022 Motion carried unanimously by voice vote of members present, 7-0.

## **CONSENT AGENDA**

- a) Lake Odessa Zoning Administrator Monthly Report
- b) Downtown Development Authority – July 2022 and August 2022 Meeting Minutes
- c) Lakewood Recreational Authority – August 2022 Meeting Minutes
- d) Lake Odessa Area Arts Commission – July 2022 and August 2022 Meeting Minutes
- e) Lakewood Wastewater Authority – July 2022 Meeting Minutes

Motion carried unanimously by voice vote of members present, 7-0.

## **DEPARTMENTAL REPORTS**

Manager's Report: Reagan gave overview of report and business on the agenda.

DPW: Report submitted.

Police: Report submitted.

Finance: Report submitted.

## **COMMITTEE REPORTS:**

Personnel/Finance Committee: No report

Recreation/ Special Projects Committee: No report

## **PRESENTATIONS**

Patricia Barlow-Bray – Relief After Violent Encounter (RAVE) of Ionia/ Montcalm counties

## **DISCUSSION ITEMS**

- a) UTV's on Village Streets: Discussion took place on the issue. Banks asked for a show of hands which Council members might be interested in serving on this committee. Brighton, Young, Cappon, Johnson, and McCloud all raised their hands. Banks stated that she would appoint Brighton, Cappon, and Johnson to represent the Village Council on this committee. Banks further stated that, of the four letters received from Village residents to serve on this committee, she will appoint Teresa Dockter and Mariah Terry to serve as well.

Motion by Young, supported by Hickey, to approve the appointment of Brighton, Cappon, Johnson, Dockter, and Terry to this ad hoc committee. Banks called for a voice vote. All ayes, motion carried 7-0.

- b) Food Trucks in the Village: Banks stated that the Council needs more information on this issue and put forth that this issue could be best reviewed and analyzed by the Downtown Development Authority, in order to solicit input and opinion of district business owners.

Motion by McCloud, supported by Cappon, to refer the matter of food trucks in the Village to the Downtown Development Authority Board for research and analysis. Banks called for a voice vote. All ayes. Motion carried 7-0.

### **PUBLIC HEARINGS**

- a) None

### **UNFINISHED BUSINESS**

There was no unfinished business.

### **NEW BUSINESS**

- a) Proposed Resolution 2022-49: Approving Setting the Date and Hours for Trick or Treating in the Village of Lake Odessa for 2022

Motion by Young, supported by Johnson, to approve proposed resolution 2022-49:. Banks called for a roll call vote. Yes: Johnson, Brighton, Young, Hickey, Cappon, McCloud, Banks; No: None; Absent: None; Abstain: None. Motion passed unanimously, 7-0.

- b) Proposed Resolution 2022-50: Approving the Village President's Appointment of Robert Green to the Downtown Development Authority Board of Directors

Motion by Brighton, supported by Young, to approve proposed resolution 2022-50. Banks called for a roll call vote. Yes: Cappon, Brighton, Johnson, Hickey, McCloud, Young, Banks; No: None; Absent: None; Abstain: None. Motion passed, 7-0.

- c) Proposed Resolution 2022-51: Approving the Purchase of an 8" Commercial Water Meter from SLC Meter for \$5,449.25

Motion by Young, supported by Brighton, to approve proposed resolution 2022-51. Banks called for a roll call vote. Yes: Young, Brighton, Cappon, Hickey, Johnson, McCloud, Banks; No: None; Absent: None; Abstain: None. Motion passed unanimously, 7-0.

- d) Proposed Resolution 2022-52: Approving, Authorizing, and Direction the Village Manager to Sign a Grant Agreement between the Village of Lake Odessa and the Michigan Council for Arts and Cultural Affairs

Motion by Young, supported by Hickey, to approve proposed resolution 2022-52. Banks called for a roll call vote. Yes: Young, Brighton, Cappon, Hickey, Johnson, McCloud, Banks; No: None; Absent: None; Abstain: None. Motion passed unanimously, 7-0.

- d) Consideration of Proposed Ordinance Amendment 2022-05: An Ordinance to Amend the Code of Ordinances of the Village of Lake Odessa by Amending Article II, Sections 24-36

Motion by Cappon, supported by Hickey, to approve proposed Ordinance Amendment 2022-05. Banks called for a roll call vote. Yes: Young, Johnson, Cappon, Brighton, Hickey, McCloud, Banks; No: None; Absent: None; Abstain: None. Motion passed unanimously, 7-0.

**MISCELLANEOUS CORRESPONDENCE**

- a) MCACA Grant Award for the 2023 Art in the Park
- b) Letter from Edwin Allen Homes

**TRUSTEE COMMENTS**

Johnson – No comment.

McCloud – No comment.

Young – No comment.

Cappon – No comment.

Hickey – No comment.

Brighton – No comment.

Banks – No comment.

**PUBLIC COMMENT**

Bob Green, Delectable Delights – thanked the Council for appointing him to the Downtown Development Authority Board of Directors.

Zach Barton – provided a legislative update from Representative Julie Calley’s office.

**ADJOURNMENT**

Motion by Young, supported by Hickey, to adjourn the meeting. Motion carried by voice vote of members present, 7-0.

Meeting adjourned at 7:36 pm.

Respectfully submitted,

Patrick T. Reagan  
Village Manager/ Village Clerk

**Purchases Over \$3,000.00**





**Tri-County Electric Cooperative**  
 7973 E. Grand River Ave.  
 Portland, MI 48875-9717

Emergency: 1-800-848-9333  
 Billing: 1-800-562-8232  
 Payments: 1-877-999-3395

**Blanchard Office**  
 3681 Costabella Ave.  
 Blanchard MI 49310  
 www.homeworks.org

**Portland Office**  
 7973 E. Grand River Ave.  
 Portland MI 48875

630 1 AV 0.455  
 VILLAGE OF LAKE ODESSA  
 839 4TH AVE  
 LAKE ODESSA MI 48849-1001

5 630  
 C-2



Account Number	2043600
Rate	CMLP5
Current Due Date	09/16/2022
Bill Date	08/23/2022
Days Billed	31
Meter Number	56587
kWh per Day Last Year	1249
kWh per Day This Year	1504

Account Status	
Previous Balance 07/22/22	\$3,204.92
Payment Received 08/08/22	-\$3,204.92
Balance Forward	\$0.00
Current Charges	\$5,892.72
<b>Total Amount Due 09/16/22</b>	<b>\$5,892.72</b>

SERVICE ADDRESS:		2367 BONANZA RD #5				POLE #:	OD392X7M		BOARD DIST: D02	
Billing Period	METER READINGS				MULTIPLIER	ENERGY USED	ENERGY UNIT	RATE PER UNIT	CHARGE	
07/14/2022 TO 08/14/2022	BEGIN	TYPE	END	TYPE						
PEAK	529095	REG	536033	REG	1	6938	KWH	0.07400	\$513.41	
INTERMEDIATE	139724	REG	152842	REG	1	13118	KWH	0.07400	\$970.73	
OFF PEAK	707620	REG	734193	REG	1	26573	KWH	0.07400	\$1,966.40	
POWER SUPPLY COST RECOVERY						46629		0.00525	\$244.80	
PEAK KW						152.390	KW	14.00000	\$2,133.46	
AVAILABILITY CHARGE									\$98.00	
MICHIGAN LOW INCOME ENERGY FUND									\$0.87	
MICHIGAN ENERGY OPTIMIZATION SURCHARGE									\$23.81	
MICHIGAN ENERGY OPTIMIZATION PRIOR YEAR OVERCOLLECTION									-\$58.76	
TOTAL CURRENT CHARGES WITHOUT OPERATION ROUND UP									\$5,892.72	
TOTAL AMOUNT									\$5,892.72	

591-536-920.000

High Pointe Tree Service LLC  
1800 Maple Grove Road Hastings mi 49058

# INVOICE

Village Of Lake Odessa  
839 4TH Ave Lake Odessa , MI 48849

Invoice # 0000026

Invoice Date 09/09/2022

Due Date 09/09/2022

Item	Description	Unit Price	Quantity	Amount
	1403 4th st tree removal/total clean up	1.00	700.00	700.00
	709 6th st tree removal/total clean up	1.00	1200.00	1,200.00
	1133 6th st tree removal/total clean up	1.00	600.00	600.00
	825 1st st	1.00	700.00	700.00
	1504 Harrison St	1.00	2000.00	2,000.00
	3 Trees in the park	1.00	1000.00	1,000.00
	1003 6th Ave	1.00	400.00	400.00
	738 6th ave	1.00	700.00	700.00
	773 6th ave	1.00	1200.00	1,200.00
	1331 pleasant	1.00	650.00	650.00
<b>Subtotal</b>				9,150.00
<b>Total</b>				9,150.00
<b>Amount Paid</b>				0.00
<b>Balance Due</b>				\$9,150.00

101-751-931.003 - \$1,000

202-449-801 - \$700

203-449-801 - \$7,450

ST



**RS TECHNICAL SERVICES, INC.**

695 Lincoln Lake Avenue  
 Lowell MI 49331  
 PH (616) 897-7041 FAX (616) 897-3015  
 E-mail: ap@rstechncalservices.com

**Invoice**

Date	Invoice #
9/23/2022	22497

ST

591-536-801

Bill To
VILLAGE OF LAKE ODESSA ATTN: ACCOUNTS PAYABLE 839 FOURTH AVE LAKE ODESSA, MI 48849

Ship To
LAKE ODESSA WTP ATTN: JESEE TROUT 2367 BONANZA RD. LAKE ODESSA, MI 48849 USA

S.O. NO.	Rep	P.O. NO.	Terms	Ship Date	Ship Via	F.O.B.
17884	PLL	JESEE TROUT	Net 30	9/22/2022	RSTS VAN	LOWELL MI
Line #	Quantity	Part #	SAP Part #	Description	Unit Pri...	Total Price
1	4	AAA1160	W3T99090	GRP P.M. KIT, 200/500 PPD VAC RE*	214.90	859.60
2	4	AAC5369	W3T108272	NIPPLE ASSEMBLY	193.85	775.40
3	4	AAA4487	W3T108083	DIAPHRAGM BACKING PLATE	95.06	380.24
4	2	AJA4393	W3T99880	P/M KIT, V10K*	129.75	259.50
5	2	APQ4389	W3T98108	KIT, PM 3/4' STD. INJECTOR	136.50	273.00
6	2	P97034	W3T159657	STEM-DIAP, CHECK, INJECTOR	25.32	50.64
7	2	P37657	W2T16445	ORIFICE,V NOTCH PLUG,TEF	8.53	17.06
8	2	P41212	W2T16924	ROTAMETER, TOP-STOP CHLOR, HYPAL	9.47	18.94
9	50	P138	N/A	3/8" TUBING	0.50	25.00
10	1	AAC6494	N/A	VACUUM GAUGE	288.71	288.71
11	2	AAB3104	N/A	STEM, ADAPTER, 210S	59.92	119.84
12	1	U29329	W2T11717	CHLORINE SENSOR	448.62	448.62
13	8	LABOR		INCLUDES: FIELD SERVICE HOURS, TRAVEL TIME, AND MILEAGE  THANK YOU FOR ALLOWING US TO BE OF SERVICE TO YOU. WE APPRECIATE YOUR BUSINESS.  We would love to e-mail your invoices to you. Do you have a dedicated AP e-mail address? Please e-mail accounts.payable@rstechncalservices.com.	142.00	1,136.00
Please note: A finance charge of 1.5% per month will be assessed to all overdue invoices.					Sales Tax (6.0%)	\$0.00
					Total	\$4,652.55



# RS TECHNICAL SERVICES, INC.

695 Lincoln Lake Avenue  
 Lowell MI 49331  
 PH (616) 897-7041 FAX (616) 897-3015  
 E-mail: ap@rstechservices.com

# Invoice

Date	Invoice #
9/19/2022	22487

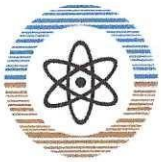
Bill To
VILLAGE OF LAKE ODESSA ATTN: ACCOUNTS PAYABLE 839 FOURTH AVE LAKE ODESSA, MI 48849

Ship To
LAKE ODESSA DPW ATTN: JESEE TROUT 1214 JORDAN LAKE STREET LAKE ODESSA, MI 48849 USA

S.O. NO.	Rep	P.O. NO.	Terms	Ship Date	Ship Via	F.O.B.
17905	PLL	VERBAL	Net 30	9/19/2022	RSTS VAN	LOWELL MI
Line #	Quantity	Part #	SAP Part #	Description	Unit Pri...	Total Price
1	1	931N-A221	Equipment	*** REVISED INVOICE *** Allen Bradley Signal Conditioner: 24VDC power, selectable input & output signal (0/4-20mA, 0-10VDC) by DIP switches, 3-way isolation, single channel, DIN rail mount	272.96	272.96
2	1.5	FSH		FIELD SERVICE HOURS: update Tank 1 SCADA Panel drawings for new tank level signal isolator, supply & install isolator in panel, replace UPSs at Elevated Tank, repair ET2 pwr failure alarm input, replace ET1 PSI sensor	142.00	213.00
3	1.5	SSH		SHOP SERVICE HOURS - GENERATE NEW PANEL DRAWING	142.00	213.00
4	1	0308.00302.0...	N/A	KELLER AMERICA PRECISELINE PRESSURE TRANSDUCER: 0 - 100 PSIG, 4-20 Ma and ModBus outputs, 0.5" NPT conduit fitting, 50' signal cable, 0.25% accuracy	767.00	767.00
5	1	TT		TRAVEL HOURS  THANK YOU FOR ALLOWING US TO BE OF SERVICE TO YOU. WE APPRECIATE YOUR BUSINESS!	142.00	142.00

*591-536-931.002*

Sales Tax (6.0%)
Total



**RS TECHNICAL SERVICES, INC.**

695 Lincoln Lake Avenue  
 Lowell MI 49331  
 PH (616) 897-7041 FAX (616) 897-3015  
 E-mail: ap@rstechncalservices.com

**Invoice**

Date	Invoice #
9/19/2022	22487

Bill To
VILLAGE OF LAKE ODESSA ATTN: ACCOUNTS PAYABLE 839 FOURTH AVE LAKE ODESSA, MI 48849

Ship To
LAKE ODESSA DPW ATTN: JESEE TROUT 1214 JORDAN LAKE STREET LAKE ODESSA, MI 48849 USA

S.O. NO.	Rep	P.O. NO.	Terms	Ship Date	Ship Via	F.O.B.
17905	PLL	VERBAL	Net 30	9/19/2022	RSTS VAN	LOWELL MI

Line #	Quantity	Part #	SAP Part #	Description	Unit Pri...	Total Price
				<p>ACH PAYMENTS IN USD TO:            RS Technical Services, Inc.            Huntington National Bank            Routing No. 072403473            Account No. 01152910636            Email Payment details to ar@rstechncalservices.com</p> <p>We would love to e-mail your invoices to you.            Do you have a dedicated AP e-mail address?            Please e-mail            accounts.payable@rstechncalservices.com.            LET'S SAVE A TREE!</p> <p style="text-align: center; font-size: 1.2em;">591-536-931-002</p>		

Please note: A finance charge of 1.5% per month will be assessed to all overdue invoices.

Sales Tax (6.0%) \$0.00

Total \$1,607.96

# Consent Agenda

**Lake Odessa Village**  
**Zoning Administrator Report**  
**September 2022**

***Permits:***

On 9-28-22 I approved a zoning permit to Lynette Foltz to add onto an existing deck with two sections of 5' by 27' and 10' by 12' to be located at 1614 Fourth Ave.

***Miscellaneous:***

Phone calls involved various appraisers checking on the zoning classification of assorted parcels. Other questions involved various questions regarding setbacks, fences, pools and permits.

**Mobile Home Amendments**

The Planning Commission reviewed the State approved mobile home amendments and held a public hearing on them. No comments were receiving and they are recommending adoption to the Village Council.

**Shell station**

The people from the Shell gas station want to replace the carwash building with a newer one and place it farther north on the property. Underground sewer and water lines are the main issue. They have sent a preliminary plan to several Village entities for feedback. They may need a variance for setbacks on the new location of the carwash. A conference call took place to discuss the project in February. *Nothing new at this time.*

**Third Ave old school**

The property road and alley easements have been vacated. The remaining land has been rezoned to Multi-Family. They said they are about ready for stie plan review but are looking for others to assist in the development, construction and site plans. *Now they are not doing the assisted living facility but want to do condo apartments in multiple buildings. I am reviewing the PUD ordinance to answer questions on this type of development and what they will need to do. We are setting up a meeting as well.*

**1600 Jordan Lake Ave**

This newer home owner put up a 6' tall fence in the front yard on Rochester (they are a corner lot) without a permit and the fence is in the street right of way. I sent a letter and zoning application to the owner and we talked on the phone about the issue. He thought all the lawn up to the street was his and he linked the fence up with an older fence along the alley line. He said he would move it to meet the ordinance and apply for a zoning permit. This was approved in October.

**1421 Rochester**

This owner put up metal fence panels in the front yard in the street right of way. I sent a letter and zoning application.to the owner. He called me and said that he will move them but a resident along Jordan Lake Ave is driving through the alley and through another person's property behind him and then to Rochester next to his land in the unimproved street right of way. He put them up to keep them off his property. He also submitted a zoning application and is fencing the rest of his property. That permit was approved in October.

## Minutes of the meeting of the Lakewood Recreational Authority held on Sept 11, 2022

Meeting called to order by Chairperson Carolyn Mayhew at 1:00 pm

### **Pledge of Allegiance**

### **Roll call by Recording Secretary Edith Farrell**

Present: Mayhew, Reagan, Farrell, Cappon, Nurenberg arrived at 1:15

Absent: Secor, Barrone

### **Approval of Agenda**

Motion - Reagan

Support- Cappon

Motion carried unanimously by voice vote of members present.

### **Citizen Comment on Agenda Items – none**

### **Minutes**

Motion – Cappon

Support by Reagan to approve the August 1, 2022 regular meeting minutes.

Motion carried unanimously by voice vote of members present.

### **Bills – no bills at this time.**

- Reagan stated that the bonding is now completed
- Farrell reported that everything is finalized for the Treasurer change with the bank account.

### **Treasurer's Report**

Not submitted

### **Presentations/Reports**

#### **A. Mark Stoor – GEI Consultants Inc**

- Stoor was not present
- Mayhew reported that Stoor informed her he has not been informed by MDOT that all documents have been approved
- Mayhew reached out to Julie Thomas with MDOT to see if they are waiting on anything and has not received a reply yet
- Stoor cannot get an update on the French Fry Lane construction dates because the online system will only allow one project at a time to report
- Mayhew stated we need to look at Cemetery Road once the construction project is completed to determine if there is room for the trail
- Reagan and Mayhew have not received minutes for the 08/25 Lakewood Wastewater Authority meeting

#### **B. Jordan Lake Trail Board**

- Financials have been reviewed and all matching funds are in place. The JLT Board expects to cover the cost of the Cemetery Road tree replacement

### **Discussion Items**



- Reagan questioned what is Plan B if an agreement cannot be worked out with Connie Warren and Wayne Baldock
- It was discussed that most likely connection to Woodland would be pursued with the trail going across the Reiser property to Jordan Road and it would connect with the Woodland trail

**Unfinished Business**

- Mayhew reported that the release of riparian rights was filed with Ionia County on August 4<sup>th</sup> and letters were sent to Roberts, Desgranges and Baldock on Aug 5<sup>th</sup> informing them of this.

**New Business** - none

**Miscellaneous Correspondence** - none

**Member Comments** - none

**Public Comments** - none

**Adjournment** 1:23 pm

**Lake Odessa Area Arts Commission  
Page Memorial Building  
839 Fourth Avenue  
Lake Odessa, Michigan 48849  
Regular Meeting Minutes  
September 12, 2022**

Meeting called to order 7:08 pm by Chairperson Hermes.

Roll Call: Margaret Hermes, Patrick Reagan, Carrie Johnson, Nancy Mattson, Aurora Rice

Absent: Karen Banks

Visitors: None

Approval of Agenda: Motion made by Johnson, supported by Reagan to approve the agenda as presented.– motion carried by voice vote of members present, 5-0.

Meeting Minutes: Motion by Mattson, supported by Hermes, to approve the meeting minutes from the July 11, 2022, July 25, 2022, and August 8, 2022 meetings. Motion carried by voice vote, 5-0.

Financial Report: Motion by Reagan, supported by Johnson, to place the financial report on file. Motion carried by voice vote, 5-0.

Public comment – no public comment was heard.

Discussion Items:

A) 2022 Art in the Park

- 1) Winners of Prepaid Gift Card and Free Booth Space: Dan Ward was randomly picked as the winner of the prepaid gift card. Larry Larkin was randomly drawn as the winner of the free booth for the 2023 event,
- 2) Approval of Referral Rebates – this was tabled until October 2022 meeting.
- 3) Event Recap – good job done by all. The suggestion was put forth to start the Kid's Zone activity earlier in 2023.
- 4) Correspondence – Patrick will right sponsor thank-you letters. Meg will write thank you letter to artists.

- 5) Action item – Linda Taylor application: motion by Reagan, supported by Mattson, to allow Linda Taylor to have access to early bird rate. Voice vote. Motion approved, 5-0.
  - a. New applications received – no new applications have been received.
- 6) Review of show rules – tabled until October 2022 meeting.
- 7) Shows to attend in person – discussion took place.
- 8) Chainsaw Artist – Johnson stated that she has contacted numerous chainsaw artists for the stump in Village Park. Two have responded. Alonzo Montoya from Newaygo, Michigan and Starving Carvist Chainsaw from Battle Creek. Johnson will follow up for future discussion and Board action.
- 9) Dance Floor Replacement – tabled until October 2022 meeting.
- 10) Replacement of Pavilion Shade Cloth -- these will be inspected after DPW removes them in the fall.
- 11) Ideas for Community Projects – Johnson brought up Murals and other public art. Discussion took place. Johnson stated that Tony Jackson’s ArtPrize entry “Birdcage” might be a possible public art piece. Further discussion took place. Reagan suggested getting costs together in preparation of getting 2023/ 2024 budget created.
- 12) Meeting Dates – motion by Reagan, supported by Hermes, to approve the 2023 calendar year:

January 9  
February 13  
March 13  
April 10  
May 8  
June 12  
July 10 & 24  
August 7  
September 11  
October 9  
November 13  
December – no meeting.

Voice vote. All ayes. Motion carried 5-0.

B) Board member comments -- None

Meeting adjourned: 8:19 pm

Respectfully submitted

Patrick Reagan

Village Manager/ Village Clerk

**MINUTES**

**Lake Odessa Area Arts Commission**

Special Meeting

Monday, September 26, 2022 - 6:00 p.m.

Page Memorial Building

Lake Odessa, Michigan

- 1. Call to Order / Roll Call:** Hermes called the meeting to order at 6:03 p.m.

Present: Hermes, Reagan, Mattson, Banks, Johnson

Absent: Rice

Visitors: None

- 2. Action Items**

- a. Chainsaw Carving Artist**

Johnson presented the quote from Lonnie Glines, of Timber Art, for the carving of the large tree stump in Village Park. Carving will be of a bear. Glines will do this work for \$900.00 provided that there is a plaque stating that he was the artist.

Motion by Reagan, supported by Hermes, to approve the quote from Timber Art for the carving of the stump in Village Park into a bear for a sum not to exceed \$900.00. Voice vote. All ayes, motion carried 5-0.

- 3. Adjournment:** Motion by Reagan, support by Hermes to adjourn. All ayes; motion carried. Meeting adjourned at 6:17 p.m.

Respectfully submitted,

Patrick Reagan, Clerk

# Departmental Reports

## **REPORT TO THE VILLAGE OF LAKE ODESSA COUNCIL**

**DATE:** Monday, October 17, 2022

**TO:** President Karen Banks; President Pro-Tempore Mel McCloud; Trustee Michael Brighton; Trustee Terri Cappon; Trustee Carrie Johnson; Trustee Robert Young; Trustee Jennifer Hickey

**FROM:** Patrick Reagan, Village Manager

**RE:** Manager's Report to Village Council

President Banks and Village Trustees,

Please find below my report on the Council agenda before you tonight.

### **NEW BUSINESS**

#### **Proposed Resolution 2022-53: Approving the Two-Year Extension of a Lease Agreement for the Use of Village-Owned Property with Tim Stuart**

This is a relatively straight forward resolution. For some time now, Tim Stuart has rented land out by the water plant for farming. This agreement is an extension of the current lease.

#### **Proposed Resolution 2022-54: Approving an Over/ Under Payment Collection Policy for the Village of Lake Odessa**

Village Treasurer Kathy Forman and I have discussed bringing to the Council a proposal for an “over/ short” policy for a while. Basically, this policy states that any payments that are \$5.00 or less over the required amount will not be mailed a check as the cost of preparing and mailing a check does not make fiscal sense. This is a relatively common practice among Michigan municipalities.

#### **Proposed Resolution 2022-55: Approving the Quote from ADT for the Purchase of a Security Camera System for the Page Memorial Building**

As I’m sure everyone knows, we had a high-profile issue that ended in the Page Building last month. After this event ended, we struggled to obtain footage of the incident, and it became readily apparent that our video system is no longer adequate for the Page Building’s needs. Not only are the cameras and software

woefully out-of-date, but the software that we use to control the cameras is no longer utilized in this country, due to international hacking concerns. While I don't believe that foreign governments have an interest in utilizing Village surveillance camera feed, I do believe that it actively demonstrates the need for a newer system. Our current system utilizes four cameras total. The requested system will utilize fourteen – many of the corners and various areas inside and outside the building have tremendous blind spots, which could allow for vandalism, property destruction, and break-ins to happen with no chance for prosecution. I strongly recommend that this expenditure be approved.

### **Consideration of Proposed Ordinance Amendment 2022-06: An Ordinance to Amend the Code of Ordinances of the Village of Lake Odessa by Amending Chapter 36, Article's I, II, III, and IV**

This proposed ordinance amendment cleans up some very out-of-date language with regard to mobile homes in the community. The Planning Commission held a public hearing in September on this issue, and no comment was heard at the meeting or received beforehand. The language contained in this amended ordinance brings us into line with other Michigan communities and with the laws of the State of Michigan.

### **ITEMS NOT ON THE AGENDA**

- Just as a reminder, the annual winter parking ban, from 2:00 am until 6:00 am every morning, begins November 1, 2022. All vehicles need to be removed from Village streets during this time.
- The paving of Fourth Avenue, McArthur Street, Emerald Circle, Morningside Court, Virginia Street, and the dead-end of Pineview Street was completed earlier this month. Village staff has received compliments and appreciation for this being completed. DPW Supervisor Jesse Trout and DPW employees Scott Hubbert, James Wortley, and Jake Hanson worked with the contractors to complete this project in fine fashion – each should be commended for their hard work.
- The DDA is once again accepting sponsorships for garland and lights on streetlights downtown. In your packet you will find a copy of the sponsor form. These are also available at the Page Building and on the Village's website, [www.lakeodessa.org](http://www.lakeodessa.org).
- Again, as I'm sure that everyone knows, we had an emergency situation take place outside of the community last month, one that ended with a shooting victim driving to the Page Building to seek emergency assistance. Chief of Police Kendra Backing did a fantastic job of providing the initial aid to the



victim and coordinating with Central Dispatch for emergency services. The Lake Odessa Fire Department also did a tremendous job of responding and providing further aid. All of these folks performed their jobs with sheer professionalism and should be highly commended for their efforts. However, I have to say that I am disappointed at the reaction of some individuals who emailed and called the Chief of Police, using derogatory language towards her and chastising her for not making an immediate arrest and also for allegedly being slow to prosecute. To clear this up, a few facts need to be stated:

1. This shooting did not take place in the Village – the responding and investigating department for this issue was the Michigan State Police, not the Lake Odessa Police Department.
2. In cases like these, a thorough investigation is the normal procedure. Everyone has rights and these need to be followed by all agencies involved – the Lake Odessa Police Department, the Ionia County Sheriff's Department, and the MSP have a job to do and they all performed it very well with regard to this situation. Contacting the Lake Odessa Police Department with derogatory language and implied threats does not help any situation and will not speed things up. Furthermore, law enforcement agencies do not make the decision as to whether to prosecute, nor do they determine when someone is prosecuted -- rather, this is up to the Prosecutor's office.
3. The scorn and ridicule that the Chief of Police received is incredibly disappointing – Kendra literally bends over backwards to not only assist in the community, but to also be actively involved in the community. For her to be treated as she was, in the course of an investigation that was not the responsibility of the Lake Odessa Police Department, is saddening. I am proud of Kendra for her response to this emergency situation – it was professional, it was compassionate, and it demonstrated incredible “calm under pressure.” In my opinion, she is to be thanked, congratulated, and respected for her efforts, not ridiculed or scorned by individuals that have no realistic understanding of the efforts it takes to perform the duties of a police officer in any town in this country.

Respectfully submitted,



Patrick Reagan, Village Manager/ Clerk  
Village of Lake Odessa



## September 2022 Calls for Service:

09/30/22 20:30:34 5300 - DISORDERLY  
09/30/22 19:01:23 5300 - DISORDERLY  
09/29/22 14:34:14 9908A - Assist Other  
09/27/22 15:19:34 99091 - MED 1  
09/26/22 16:28:00 9908 - GENERAL  
09/26/22 14:56:09 99092 - MED 2  
09/26/22 14:32:13 9807 - SUSPICIOUS  
09/26/22 11:42:13 TRF -  
09/26/22 11:04:45 TRF -  
09/25/22 00:13:54 99092 - MED 2  
09/24/22 11:21:38 9807 - SUSPICIOUS  
09/24/22 09:13:47 9908 - GENERAL  
09/24/22 01:35:33 9807 - SUSPICIOUS  
09/23/22 23:50:23 9807 - SUSPICIOUS  
09/23/22 21:28:56 9301C - HIT AND RUN  
09/23/22 19:54:18 99093 - MED 3  
09/23/22 18:02:19 9807 - SUSPICIOUS  
09/23/22 14:47:36 TRF -  
09/23/22 11:19:46 9908A - Assist  
09/23/22 10:46:11 99091 - MED 1  
09/23/22 10:29:35 9807 - SUSPICIOUS  
09/23/22 10:24:48 5500 - HEALTH  
09/23/22 08:21:21 9401 - ALARM  
09/22/22 19:55:26 3800 - FAMILY  
09/22/22 19:13:28 9807 - SUSPICIOUS  
09/22/22 18:01:47 5300 - DISORDERLY  
09/21/22 21:52:14 1302 - DOMESTIC  
09/21/22 20:59:02 7000 - JUVENILE  
09/21/22 19:49:18 9806 - CIVIL DISPUTE  
09/21/22 16:35:44 7000 - JUVENILE  
09/21/22 10:27:54 9908 - GENERAL  
09/21/22 08:57:28 5300 - DISORDERLY  
09/20/22 20:08:47 2300 - LARCENY  
09/20/22 19:30:35 9301B - PDA TRAFFIC  
09/20/22 13:46:27 99093 - MED 3  
09/19/22 16:28:53 99091 - MED 1  
09/19/22 14:25:23 TRF -  
09/18/22 12:04:11 5701 - TRESPASSING  
09/18/22 08:28:08 9908 - GENERAL  
09/18/22 00:57:59 99092 - MED 2  
09/17/22 18:15:07 9908 - GENERAL  
09/17/22 09:44:32 9908 - GENERAL  
09/16/22 19:34:22 5500 - HEALTH &  
09/16/22 18:15:13 5402 - OWI/OUID  
09/16/22 17:54:02 5300 - DISORDERLY  
09/16/22 16:33:39 99093 - MED 3  
09/16/22 16:11:02 9908 - GENERAL  
09/16/22 12:01:29 9908 - GENERAL  
09/15/22 12:03:20 9909M - MENTAL  
09/14/22 14:33:04 99092 - MED 2  
09/14/22 12:41:07 5500 - HEALTH  
09/13/22 17:22:20 5403 - TRAFFIC  
09/13/22 12:36:21 5403 - TRAFFIC



## September 2022 Calls for Service:

09/12/22 09:31:14 99091 - MED 1  
09/12/22 00:57:59 99093 - MED 3  
09/11/22 23:36:09 9807 - SUSPICIOUS  
09/11/22 12:58:24 BOMB - BOMB  
09/10/22 22:36:37 9807 - SUSPICIOUS  
09/10/22 18:17:34 9401 - ALARM FIRST AVE  
09/10/22 07:50:44 9807 - SUSPICIOUS WASHINGTON BLVD  
09/09/22 15:09:04 99092 - MED 2  
09/09/22 12:41:17 TRF -  
09/09/22 10:59:38 99091 - MED 1  
09/07/22 18:58:44 9807 - SUSPICIOUS  
09/07/22 16:05:19 2600 - FRAUD  
09/07/22 13:23:32 9909P - NON  
09/06/22 14:58:30 9807 - SUSPICIOUS  
09/05/22 14:19:33 5300 - DISORDERLY  
09/05/22 13:14:34 TRF -  
09/05/22 11:24:50 TRF -  
09/05/22 10:44:24 TRF -  
09/04/22 21:33:31 FIREWORKS -  
09/04/22 17:15:37 99091 - MED 1  
09/04/22 13:33:40 7000 - JUVENILE  
09/04/22 12:50:12 TRF -  
09/04/22 12:23:42 TRF -  
09/04/22 11:08:14 TRF -  
09/04/22 10:05:21 TRF -  
09/03/22 14:27:24 99091 - MED  
09/03/22 12:42:49 TRF -  
09/03/22 11:29:17 TRF -  
09/03/22 10:38:12 5500 - HEALTH  
09/03/22 09:43:53 TRF -  
09/02/22 18:11:42 9401 - ALARM  
09/02/22 16:51:25 9908 - GENERAL  
09/02/22 16:18:15 5403 - TRAFFIC  
09/02/22 15:17:11 99091 - MED 1  
09/02/22 08:43:45 9908 - GENERAL  
09/02/22 06:34:17 99092 - MED 2  
09/01/22 21:01:57 5402 - OWI/OUID  
09/01/22 12:33:13 2900 - MDOP

**Public Relations:**

LOPD teamed up with officials from the Ionia County Health Department to present the “Hidden In Plain Sight Trailer” to members of Central Church in Lake Odessa. Members were given a presentation about substance trends and how to have a conversation with their children/grandchildren about vaping, marijuana, underage drinking, and other substance use related items.

The intent of the trailer, which has been converted to look like a teenagers bedroom, is to provide awareness to adults about items that can be used for disguising substance abuse. Thank you Central Church for the invite!



## **Department of Public Works**

**September 16<sup>th</sup> 2022 to October 6<sup>th</sup> 2022**

### **Council Report**

#### **Parks & Beach**

We completed the Swiftys Place renovations with sidewalk installation, 7 picnic table pads and stones in the landscaping instead of mulch. We removed the shade sails at the park pavilion. The beach restrooms were closed for the year and the dock will be removed soon. The park restrooms will be closed before the end of October.

#### **Streets**

Lakeland Asphalt milled out the asphalt on 4<sup>th</sup> Ave, McArthur, Emerald and Morningside. After grading and preparation, they paved these streets along with Virginia, portions of 4<sup>th</sup> St, 3<sup>rd</sup> St and the dead end of Pineview. We worked alongside to grade the gravel and adjust metal manhole castings between layers of asphalt being installed. The project turned out really well and we were able to stay within our budget. We are continuing to trim trees along the plow routes.

#### **Water**

2G cellular service was slated to sunset on Jan 1<sup>st</sup> 2023 but has already been phased out in our area. This is being done nationwide and has caused some major issues with utilities using 2G equipment for meter reading. We now have approximately 360 water meters that we can no longer obtain reads from. The meters are still calculating usages, they are just not sending the data to us. When we have time, we have been replacing these endpoints. I hope to focus heavily on this in November and December. During removal of the old waterworks building, we found a watermain that was still connected to the system on Jordan Lake Ave. We cut, capped and retired approximately 100' of watermain that we didn't know existed.

#### **DPW**

Pitsch Demolition removed the waterworks building across the street from Dairy Queen. We found all sorts of mystery water services and mains encased in the concrete floor and footings. Some had already been abandoned and some were still connected to the system. I doubt there is a person alive that has any knowledge of the installation of all those utilities. If there is, I would like to ask a few questions because we have all been left scratching our heads trying to figure out what the grand scheme was! The demo contractor said it was the dustiest building he has ever taken down in his 38 years of demo work. The site is being restored and will be put back to green space. We have been collecting compost bags and brush as scheduled.

**Purchase Request**

None at this time.

**Additional Comments**

As a reminder for everyone; when leaves start falling and we begin collection, get them out there as soon as possible so we can remove them. The final collection prior to Thanksgiving comes quick and weather/cold temps play a big factor in our ability to vacuum leaves.

The final brush collection of the year is October 17<sup>th</sup>. We will make an extra pass through the Village on the 18<sup>th</sup> to insure all is collected. If brush is not curbside by 7:00 a.m on the 18<sup>th</sup>, it will not be collected until April 2023 and residents will be handed notices in order for it to be removed from the street.

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank ARTS					
09/08/2022	ARTS	3263	WALKER	WALKER, FLUKE & SHELDON, PLC	9.00
09/08/2022	ARTS	3264	LAKWOOD	LAKWOOD NEWS	495.60
09/22/2022	ARTS	3265	VERIZON	VERIZON WIRELESS	49.64
09/30/2022	ARTS	3266	MUZZALL	MUZZALL GRAPHICS	271.85

ARTS TOTALS:

Total of 4 Checks:	826.09
Less 0 Void Checks:	0.00
Total of 4 Disbursements:	826.09

Bank DDA 6015 DOWNTOWN DEVELOPMENT AUTHORITY

09/08/2022	DDA	1206	WALKER	WALKER, FLUKE & SHELDON, PLC	9.00
09/15/2022	DDA	1207	GEI	GEI CONSULTANTS	199.50
09/15/2022	DDA	1208	SID'S FLOW	SID'S FLOWER SHOP	864.00

DDA TOTALS:

Total of 3 Checks:	1,072.50
Less 0 Void Checks:	0.00
Total of 3 Disbursements:	1,072.50

Bank GEN 1447 GENERAL FUND

09/01/2022	GEN	42087	AMAZON	AMAZON CAPITAL SERVICES, INC.	42.23
09/01/2022	GEN	42088	ICEA	IONIA COUNTY ECONOMIC ALLIANCE	2,000.00
09/01/2022	GEN	42089	VERIZON	VERIZON WIRELESS	152.89
09/02/2022	GEN	42090	MISC	CORELOGIC	452.35
09/02/2022	GEN	42091	MISC	CORELOGIC	478.85
09/02/2022	GEN	42092	MISC	CORELOGIC	688.90
09/02/2022	GEN	42093	MISC	CORELOGIC	669.84
09/08/2022	GEN	42094	AMAZON	AMAZON CAPITAL SERVICES, INC.	209.00
09/08/2022	GEN	42095	CONSUMERS	CONSUMERS ENERGY	2,174.02
09/08/2022	GEN	42096	LAKWOOD	LAKWOOD NEWS	587.40
09/08/2022	GEN	42097	TACTILOGIX	TACTILOGIX	85.00
09/08/2022	GEN	42098	TRUE	VILLAGE TRUE VALUE LUMBER	58.42
09/08/2022	GEN	42099	WALKER	WALKER, FLUKE & SHELDON, PLC	405.00
09/08/2022	GEN	42100	WEX	WEX BANK	1,358.06
09/09/2022	GEN	42101	MISC	MERCANTILE BANK OF MICHIGAN	787.96
09/09/2022	GEN	42102	SENT	SENTINEL-STANDARD, INC.	78.00
09/15/2022	GEN	42103	AMAZON	AMAZON CAPITAL SERVICES, INC.	155.09
09/15/2022	GEN	42104	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	1,633.05
09/15/2022	GEN	42105	CARDMEMBER	CARDMEMBER SERVICE	44.97
09/15/2022	GEN	42106	CONSUMERS	CONSUMERS ENERGY	623.17
09/15/2022	GEN	42107	IT RIGHT	VC3, INC	150.00
09/15/2022	GEN	42108	JIM'S	JIM'S SERVICE	425.78
09/15/2022	GEN	42109	MSP	MICHIGAN STATE POLICE	66.00
09/15/2022	GEN	42110	SBAM PLAN	THE SBAM PLAN	334.31
09/15/2022	GEN	42111	MISC	DONALD RADEMACHER	432.00
09/22/2022	GEN	42112	AMAZON	AMAZON CAPITAL SERVICES, INC.	108.06
09/22/2022	GEN	42113	HIGH POINT	HIGH POINTE TREE SERVICE	1,000.00
09/22/2022	GEN	42114	NYE	NYE UNIFORM	237.50
09/22/2022	GEN	42115	VERIZON	VERIZON WIRELESS	270.64
09/22/2022	GEN	42116	WOW	WOW! BUSINESS	74.99
09/22/2022	GEN	42117	WOW	WOW! BUSINESS	91.25
09/30/2022	GEN	42118	AMAZON	AMAZON CAPITAL SERVICES, INC.	87.73
09/30/2022	GEN	42119	IONIA LOCK	IONIA LOCK & KEY	159.00
09/30/2022	GEN	42120	MUZZALL	MUZZALL GRAPHICS	549.31
09/30/2022	GEN	42121	TYCO	JOHNSON CONTROLS SECURITY SOLUTIONS	760.95
09/30/2022	GEN	42122	WOW	WOW! BUSINESS	135.04

GEN TOTALS:

Total of 36 Checks:	17,566.76
Less 0 Void Checks:	0.00
Total of 36 Disbursements:	17,566.76

Bank HWY 6659 GENERAL HWY

09/01/2022	HWY	2090	HSV	HSV REDI-MIX	1,040.50
09/08/2022	HWY	2091	WALKER	WALKER, FLUKE & SHELDON, PLC	90.00
09/15/2022	HWY	2092	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	106.16
09/15/2022	HWY	2093	SBAM PLAN	THE SBAM PLAN	76.11

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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HWY TOTALS:

Total of 4 Checks:					1,312.77
Less 0 Void Checks:					0.00
Total of 4 Disbursements:					<u>1,312.77</u>

Bank LOC 6646 LOCAL STREETS

09/08/2022	LOC	2347	WALKER	WALKER, FLUKE & SHELDON, PLC	63.00
09/15/2022	LOC	2348	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	30.13
09/15/2022	LOC	2349	SBAM PLAN	THE SBAM PLAN	11.14
09/22/2022	LOC	2350	HIGH POINT	HIGH POINTE TREE SERVICE	<u>7,450.00</u>

LOC TOTALS:

Total of 4 Checks:					7,554.27
Less 0 Void Checks:					0.00
Total of 4 Disbursements:					<u>7,554.27</u>

Bank MAJ 6633 MAJOR STREETS

09/01/2022	MAJ	2419	MISC	JANE SHOEMAKER	500.00
09/08/2022	MAJ	2420	WALKER	WALKER, FLUKE & SHELDON, PLC	90.00
09/15/2022	MAJ	2421	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	53.46
09/15/2022	MAJ	2422	HSV	HSV REDI-MIX	136.96
09/15/2022	MAJ	2423	SBAM PLAN	THE SBAM PLAN	11.45
09/22/2022	MAJ	2424	HIGH POINT	HIGH POINTE TREE SERVICE	<u>700.00</u>

MAJ TOTALS:

Total of 6 Checks:					1,491.87
Less 0 Void Checks:					0.00
Total of 6 Disbursements:					<u>1,491.87</u>

Bank PR VI 1498 PAYROLL

09/29/2022	PR VI	25(E)	AMERICAN F	AMERICAN FUNDS	<u>187.50</u>
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PR VI TOTALS:

Total of 1 Checks:					187.50
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					<u>187.50</u>

Bank WATER 6620 WATER

09/01/2022	WATER	5536	BADGER	BADGER METER	801.89
09/01/2022	WATER	5537	STATE OF M	STATE OF MICHIGAN	32.00
09/01/2022	WATER	5538	TRICOU	HOMEWORKS	5,892.72
09/01/2022	WATER	5539	USA	USA BLUEBOOK	2,944.51
09/01/2022	WATER	5540	VERIZON	VERIZON WIRELESS	36.61
09/08/2022	WATER	5541	WALKER	WALKER, FLUKE & SHELDON, PLC	234.00
09/08/2022	WATER	5542	WEX	WEX BANK	592.42
09/15/2022	WATER	5543	AT&T	AT&T	109.39
09/15/2022	WATER	5544	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	4,588.23
09/15/2022	WATER	5545	CARDMEMBER	CARDMEMBER SERVICE	981.96
09/15/2022	WATER	5546	CONSUMERS	CONSUMERS ENERGY	609.55
09/15/2022	WATER	5547	SBAM PLAN	THE SBAM PLAN	300.30
09/22/2022	WATER	5548	VERIZON	VERIZON WIRELESS	148.92
09/30/2022	WATER	5549	RS TECH	RS TECHNICAL SERVICES	6,260.51
09/30/2022	WATER	5550	USA	USA BLUEBOOK	295.38
09/30/2022	WATER	5551	WOW	WOW! BUSINESS	<u>67.52</u>

WATER TOTALS:

Total of 16 Checks:					23,895.91
Less 0 Void Checks:					0.00
Total of 16 Disbursements:					<u>23,895.91</u>

REPORT TOTALS:

Total of 74 Checks:					53,907.67
Less 0 Void Checks:					0.00
Total of 74 Disbursements:					<u>53,907.67</u>



User: KATHY

DB: Lake Odessa Vil

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 101 - GENERAL FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
101-000-402.000	CURRENT REAL PROPERTY TAXES	440,000.00		472,222.54		273,997.27		(32,222.54)	(7.32)
101-000-410.000	CURRENT PERSONAL PROPERTY TAX	30,000.00		27,726.00		25,217.90		2,274.00	7.58
101-000-412.000	DELINQUENT REAL PROPERTY TAX	40,000.00		0.00		0.00		40,000.00	100.00
101-000-428.000	MANUFACTURED HOUSING FEES	400.00		337.00		43.00		63.00	15.75
101-000-441.000	LOCAL COMMUNITY STABILIZATION SHARE TAX	80,000.00		34,877.56		0.00		45,122.44	56.40
101-000-445.000	PENALTIES & INTEREST ON TAXES	50.00		491.06		1.23		(441.06)	(882.12)
101-000-447.000	PROPERTY TAX ADMINISTRATION FEE	7,500.00		7,263.60		4,361.70		236.40	3.15
101-000-452.000	LIQUOR LICENSE FEES	1,500.00		1,383.28		0.00		116.72	7.78
101-000-454.000	CABLE TV FRANCHISE	4,000.00		1,769.42		0.00		2,230.58	55.76
101-000-476.000	SPECIAL USE/ZBA PERMIT	200.00		400.00		0.00		(200.00)	(100.00)
101-000-477.000	ZONING PERMIT FEES	550.00		426.50		25.00		123.50	22.45
101-000-539.000	STATE GRANTS	140,000.00		0.00		0.00		140,000.00	100.00
101-000-543.000	METRO ACT	9,000.00		9,017.63		0.00		(17.63)	(0.20)
101-000-574.000	STATE REVENUE SHARING	186,803.00		106,038.00		0.00		80,765.00	43.24
101-000-576.000	EVIP PMTS	47,689.00		23,845.00		0.00		23,844.00	50.00
101-000-579.000	TREE GRANT	1,200.00		0.00		0.00		1,200.00	100.00
101-000-580.000	CONTRIBUTION FROM LOCAL UNITS	60,000.00		0.00		0.00		60,000.00	100.00
101-000-600.000	VEHICLE RENTAL INCOME	15,000.00		0.00		0.00		15,000.00	100.00
101-000-632.000	MOWING	200.00		280.00		100.00		(80.00)	(40.00)
101-000-635.000	MAY CLEAN UP (NON-RESIDENTS)	200.00		50.00		0.00		150.00	75.00
101-000-657.000	PARKING TICKET FEES	500.00		15.00		0.00		485.00	97.00
101-000-660.000	ORDINANCE FINES	2,000.00		1,098.78		106.00		901.22	45.06
101-000-665.000	INTEREST	1,000.00		1,903.16		558.76		(903.16)	(90.32)
101-000-670.000	RENTS-BUILDINGS-LAND	2,000.00		1,275.00		(50.00)		725.00	36.25
101-000-675.000	DONATIONS-PRIVATE SOURCES	500.00		1,500.00		0.00		(1,000.00)	(200.00)
101-000-676.000	REIMBURSEMENTS	1,500.00		0.00		0.00		1,500.00	100.00
101-000-695.000	MISC REVENUE	500.00		3,270.00		0.00		(2,770.00)	(554.00)
101-000-695.001	MISC REVENUE-MISC REVENUE GENERAL	7,000.00		7,148.26		569.39		(148.26)	(2.12)
101-000-695.010	MISC REVENUE-POLICE	1,000.00		255.44		0.00		744.56	74.46
Total Dept 000 - BALANCE SHEET / GENERAL		1,080,292.00		702,593.23		304,930.25		377,698.77	34.96
TOTAL REVENUES		1,080,292.00		702,593.23		304,930.25		377,698.77	34.96
Expenditures									
Dept 101 - GOVERNING BODY									
101-101-702.708	TRUSTEE MEETING FEES	8,500.00		4,275.00		900.00		4,225.00	49.71
101-101-702.709	TREASURER - CLERK WAGES	7,380.00		0.00		0.00		7,380.00	100.00
101-101-710.000	EMPLOYER FICA	1,743.00		478.70		68.87		1,264.30	72.54
101-101-723.000	WORKMEN'S COMPENSATION	300.00		48.17		0.00		251.83	83.94
101-101-725.000	MEALS & MILEAGE	100.00		20.00		0.00		80.00	80.00
101-101-727.000	OFFICE SUPPLIES	1,500.00		621.81		371.80		878.19	58.55
101-101-740.000	POSTAGE	500.00		(7.70)		0.00		507.70	101.54
101-101-801.000	CONTRACTED SERVICES	32,000.00		8,518.25		993.75		23,481.75	73.38
101-101-805.000	ATTORNEY FEES	5,000.00		1,369.50		0.00		3,630.50	72.61
101-101-806.000	AUDIT SERVICES	6,750.00		5,802.75		405.00		947.25	14.03
101-101-815.000	DUES & MEMBERSHIPS	3,200.00		2,014.00		78.00		1,186.00	37.06
101-101-816.000	EDUCATION & TRAINING	1,500.00		1,076.55		0.00		423.45	28.23
101-101-825.000	NOTARY & FIDUCIARY BONDS	150.00		40.00		0.00		110.00	73.33
101-101-826.000	SAFE DEPOSIT BOX RENTAL	15.00		0.00		0.00		15.00	100.00
101-101-828.000	DOWNTOWN DEVELOPMENT	13,500.00		0.00		0.00		13,500.00	100.00
101-101-850.000	COMMUNICATION EXPENSE	850.00		556.96		79.62		293.04	34.48
101-101-880.000	COMMUNITY PROMOTION	8,000.00		0.00		0.00		8,000.00	100.00

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PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGDGT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE		
Fund 101 - GENERAL FUND									
Expenditures									
101-101-900.000	PRINTING & PUBLISHING	1,000.00		736.77		129.00		263.23	26.32
101-101-957.000	COUNTER DRAIN	12,000.00		36,000.00		0.00		(24,000.00)	(200.00)
101-101-963.000	MISC EXPENSE	200.00		35.00		0.00		165.00	82.50
Total Dept 101 - GOVERNING BODY		104,188.00		61,585.76		3,026.04		42,602.24	40.89
Dept 172 - MANAGERS									
101-172-702.001	DEPT HEAD WAGES	30,840.00		18,418.60		3,453.53		12,421.40	40.28
101-172-710.000	EMPLOYER FICA	2,665.00		1,508.82		256.96		1,156.18	43.38
101-172-711.000	EMPLOYERS SHARE OF PENSION	3,200.00		0.00		0.00		3,200.00	100.00
101-172-712.000	HEALTH INSURANCE EXPENSE	4,208.00		2,394.49		342.07		1,813.51	43.10
101-172-713.000	DENTAL INSURANCE EXPENSE	421.00		205.59		29.37		215.41	51.17
101-172-714.000	OPTICAL PLAN EXPENSE	50.00		17.15		2.45		32.85	65.70
101-172-720.000	DISABILITY INSURANCE	477.00		278.81		39.83		198.19	41.55
101-172-721.000	LIFE INSURANCE EXPENSE	138.00		60.48		8.64		77.52	56.17
101-172-723.000	WORKMEN'S COMPENSATION	150.00		0.00		0.00		150.00	100.00
101-172-725.000	MEALS & MILEAGE	200.00		0.00		0.00		200.00	100.00
101-172-727.000	OFFICE SUPPLIES	500.00		1,298.05		52.15		(798.05)	(159.61)
101-172-805.000	ATTORNEY FEES	2,000.00		1,127.00		0.00		873.00	43.65
101-172-815.000	DUES & MEMBERSHIPS	1,000.00		596.00		0.00		404.00	40.40
101-172-816.000	EDUCATION & TRAINING	3,000.00		996.25		0.00		2,003.75	66.79
101-172-850.000	COMMUNICATION EXPENSE	1,200.00		635.81		86.17		564.19	47.02
Total Dept 172 - MANAGERS		50,049.00		27,537.05		4,271.17		22,511.95	44.98
Dept 265 - PAGE MEMORIAL BUILDING									
101-265-702.706	PART TIME WAGES	11,000.00		0.00		0.00		11,000.00	100.00
101-265-710.000	EMPLOYER FICA	1,000.00		0.00		0.00		1,000.00	100.00
101-265-711.000	EMPLOYERS SHARE OF PENSION	1,100.00		0.00		0.00		1,100.00	100.00
101-265-723.000	WORKMEN'S COMPENSATION	200.00		0.00		0.00		200.00	100.00
101-265-728.000	SUPPLIES	2,000.00		252.51		252.51		1,747.49	87.37
101-265-740.000	POSTAGE	400.00		558.57		0.00		(158.57)	(39.64)
101-265-850.000	COMMUNICATION EXPENSE	1,200.00		646.84		89.57		553.16	46.10
101-265-920.000	GAS AND ELECTRIC	4,000.00		0.00		0.00		4,000.00	100.00
101-265-931.001	MAINTENANCE/REPAIR-BUILDING	4,000.00		2,660.23		372.51		1,339.77	33.49
101-265-931.002	MAINTENANCE/REPAIR-EQUIPMENT	1,000.00		319.80		0.00		680.20	68.02
101-265-931.003	MAINTENANCE-LANDSCAPING & GROUNDS	1,000.00		370.00		0.00		630.00	63.00
101-265-970.000	CAPITAL OUTLAY	1,000.00		0.00		0.00		1,000.00	100.00
101-265-980.001	HARDWARE	12,000.00		0.00		0.00		12,000.00	100.00
101-265-980.002	SOFTWARE	500.00		0.00		0.00		500.00	100.00
Total Dept 265 - PAGE MEMORIAL BUILDING		40,400.00		4,807.95		714.59		35,592.05	88.10
Dept 301 - POLICE									
101-301-702.001	DEPARTMENT HEAD WAGES	64,826.00		39,814.07		7,474.83		25,011.93	38.58
101-301-702.704	FULL TIME WAGES	142,475.00		56,788.68		5,575.20		85,686.32	60.14
101-301-702.705	OVER TIME WAGES	7,175.00		3,793.52		418.20		3,381.48	47.13
101-301-702.706	PART TIME WAGES	11,000.00		2,930.00		660.00		8,070.00	73.36
101-301-702.717	NO FRINGE BENEFIT INCENTIVE	3,300.00		3,300.00		0.00		0.00	0.00
101-301-710.000	EMPLOYER FICA	19,680.00		8,988.23		1,057.25		10,691.77	54.33
101-301-711.000	EMPLOYERS SHARE OF PENSION	23,575.00		9,687.68		1,412.82		13,887.32	58.91
101-301-712.000	HEALTH INSURANCE EXPENSE	18,274.00		5,580.71		570.73		12,693.29	69.46
101-301-713.000	DENTAL INSURANCE EXPENSE	2,104.00		714.08		91.88		1,389.92	66.06

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PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND									
Expenditures									
101-301-714.000	OPTICAL PLAN EXPENSE	388.00		89.66		10.77		298.34	76.89
101-301-716.000	WELLNESS PROGRAM	360.00		0.00		0.00		360.00	100.00
101-301-720.000	DISABILITY INSURANCE	3,050.00		1,133.39		137.03		1,916.61	62.84
101-301-721.000	LIFE INSURANCE EXPENSE	1,000.00		357.28		42.64		642.72	64.27
101-301-723.000	WORKMEN'S COMPENSATION	4,000.00		2,196.14		0.00		1,803.86	45.10
101-301-724.001	TUITION REIMBURSEMENT	4,000.00		0.00		0.00		4,000.00	100.00
101-301-725.000	MEALS & MILEAGE	500.00		109.01		0.00		390.99	78.20
101-301-726.000	VESTS	300.00		0.00		0.00		300.00	100.00
101-301-727.000	OFFICE SUPPLIES	1,500.00		270.13		180.35		1,229.87	81.99
101-301-728.000	SUPPLIES	3,500.00		1,523.92		193.06		1,976.08	56.46
101-301-729.000	RESERVE SUPPLIES	250.00		0.00		0.00		250.00	100.00
101-301-741.000	MEDICAL & PHYSICALS	1,000.00		842.00		0.00		158.00	15.80
101-301-744.000	CLOTHING EXPENSE	2,000.00		350.65		237.50		1,649.35	82.47
101-301-745.000	UNIFORM CLEANING	300.00		0.00		0.00		300.00	100.00
101-301-751.000	GASOLINE PURCHASES	9,500.00		3,943.74		462.61		5,556.26	58.49
101-301-801.000	CONTRACTED SERVICES	7,000.00		2,049.62		826.95		4,950.38	70.72
101-301-805.000	ATTORNEY FEES	1,000.00		218.62		0.00		781.38	78.14
101-301-815.000	DUES & MEMBERSHIPS	525.00		60.00		0.00		465.00	88.57
101-301-816.000	EDUCATION & TRAINING	4,000.00		1,458.78		0.00		2,541.22	63.53
101-301-817.000	RANGE QUALIFICATION	1,750.00		624.00		0.00		1,126.00	64.34
101-301-820.001	MEADOWBROOK INSURANCE	8,967.00		8,967.00		0.00		0.00	0.00
101-301-850.000	COMMUNICATION EXPENSE	5,150.00		3,122.65		593.99		2,027.35	39.37
101-301-880.000	COMMUNITY PROMOTION	350.00		39.96		0.00		310.04	88.58
101-301-931.002	MAINTENANCE/REPAIR-EQUIPMENT	1,500.00		83.97		0.00		1,416.03	94.40
101-301-931.004	MAINTENANCE/REPAIR-VEHICLE	5,000.00		2,343.86		212.89		2,656.14	53.12
101-301-942.000	RENTALS	960.00		0.00		0.00		960.00	100.00
101-301-958.000	ACT 302 TRAINING	500.00		200.00		0.00		300.00	60.00
101-301-970.001	CAPITAL OUTLAY-EQUIPMENT	7,000.00		0.00		0.00		7,000.00	100.00
101-301-970.003	CAPITAL OUTLAY-OFFICE FURNITURE	1,000.00		0.00		0.00		1,000.00	100.00
101-301-980.001	HARDWARE	1,000.00		0.00		0.00		1,000.00	100.00
101-301-980.002	SOFTWARE	1,500.00		0.00		0.00		1,500.00	100.00
Total Dept 301 - POLICE		371,259.00		161,581.35		20,158.70		209,677.65	56.48
Dept 441 - PUBLIC WORKS									
101-441-702.001	DEPT HEAD WAGES	19,437.00		11,885.15		2,231.61		7,551.85	38.85
101-441-702.704	FULL TIME WAGES	45,341.00		26,849.08		5,194.80		18,491.92	40.78
101-441-702.705	OVER TIME WAGES	1,845.00		189.18		63.06		1,655.82	89.75
101-441-702.706	PART TIME WAGES	8,300.00		5,821.95		1,641.31		2,478.05	29.86
101-441-702.717	NO FRINGE BENEFIT INCENTIVE	3,300.00		3,300.00		0.00		0.00	0.00
101-441-710.000	EMPLOYER FICA	7,893.00		3,984.34		698.49		3,908.66	49.52
101-441-711.000	EMPLOYERS SHARE OF PENSION	8,948.00		5,476.38		1,101.19		3,471.62	38.80
101-441-712.000	HEALTH INSURANCE EXPENSE	4,501.00		0.00		0.00		4,501.00	100.00
101-441-713.000	DENTAL INSURANCE EXPENSE	2,160.00		283.85		40.55		1,876.15	86.86
101-441-714.000	OPTICAL PLAN EXPENSE	288.00		22.54		3.22		265.46	92.17
101-441-720.000	DISABILITY INSURANCE	1,166.00		561.12		80.16		604.88	51.88
101-441-721.000	LIFE INSURANCE EXPENSE	350.00		182.07		26.01		167.93	47.98
101-441-723.000	WORKMEN'S COMPENSATION	5,989.00		3,334.94		0.00		2,654.06	44.32
101-441-727.000	OFFICE SUPPLIES	250.00		197.78		75.00		52.22	20.89
101-441-728.000	SUPPLIES	4,000.00		1,329.51		209.00		2,670.49	66.76
101-441-741.000	MEDICAL & PHYSICALS	300.00		284.00		0.00		16.00	5.33
101-441-744.000	CLOTHING EXPENSE	1,000.00		279.20		0.00		720.80	72.08
101-441-751.000	GASOLINE PURCHASES	6,000.00		4,446.49		895.45		1,553.51	25.89
101-441-801.000	CONTRACTED SERVICES	31,500.00		1,890.50		0.00		29,609.50	94.00
101-441-815.000	DUES & MEMBERSHIPS	1,200.00		20.00		0.00		1,180.00	98.33

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDDT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND									
Expenditures									
101-441-816.000	EDUCATION & TRAINING	500.00		0.00		0.00		500.00	100.00
101-441-820.001	MEADOWBROOK INSURANCE	7,965.00		7,168.00		0.00		797.00	10.01
101-441-823.000	LICENSE FEES	300.00		79.13		0.00		220.87	73.62
101-441-850.000	COMMUNICATION EXPENSE	1,400.00		813.64		111.52		586.36	41.88
101-441-890.000	MAY CLEAN UP	3,500.00		3,990.75		0.00		(490.75)	(14.02)
101-441-920.000	GAS AND ELECTRIC	3,000.00		1,465.68		111.14		1,534.32	51.14
101-441-931.001	MAINTENANCE/REPAIR-BUILDING	13,000.00		10,703.99		0.00		2,296.01	17.66
101-441-931.002	MAINTENANCE/REPAIR-EQUIPMENT	6,000.00		2,413.17		0.00		3,586.83	59.78
101-441-931.003	MAINTENANCE-LANDSCAPING & GROUNDS	500.00		0.00		0.00		500.00	100.00
101-441-931.004	MAINTENANCE/REPAIR-VEHICLE	3,000.00		855.73		212.89		2,144.27	71.48
101-441-931.005	MAINTENANCE/REPAIR-TREES	500.00		0.00		0.00		500.00	100.00
101-441-934.000	REFUSE REMOVAL	800.00		372.00		0.00		428.00	53.50
101-441-943.000	EQUIPMENT RENTAL EXPENSE	500.00		0.00		0.00		500.00	100.00
101-441-955.000	SAFETY	1,500.00		507.89		0.00		992.11	66.14
101-441-963.000	MISC EXPENSE	1,000.00		0.00		0.00		1,000.00	100.00
101-441-967.000	PROJECT COSTS	5,000.00		0.00		0.00		5,000.00	100.00
101-441-970.001	CAPITAL OUTLAY-EQUIPMENT	26,000.00		26,000.00		0.00		0.00	0.00
Total Dept 441 - PUBLIC WORKS		228,233.00		124,708.06		12,695.40		103,524.94	45.36
Dept 448 - PUBLIC UTILITIES-STREET LIGHTING									
101-448-924.000	STREET LIGHT EXPENSE	34,000.00		16,137.43		2,400.25		17,862.57	52.54
Total Dept 448 - PUBLIC UTILITIES-STREET LIGHTING		34,000.00		16,137.43		2,400.25		17,862.57	52.54
Dept 536 - WATER/SEWER									
101-536-938.000	SEWER EXPENSE	3,400.00		1,652.98		0.00		1,747.02	51.38
101-536-939.000	WATER EXPENSE	1,800.00		823.13		0.00		976.87	54.27
Total Dept 536 - WATER/SEWER		5,200.00		2,476.11		0.00		2,723.89	52.38
Dept 722 - ZONING									
101-722-702.706	PART TIME WAGES	7,034.00		4,218.84		792.12		2,815.16	40.02
101-722-710.000	EMPLOYER FICA	666.00		354.52		60.59		311.48	46.77
101-722-727.000	OFFICE SUPPLIES	100.00		0.00		0.00		100.00	100.00
101-722-850.000	COMMUNICATION EXPENSE	200.00		412.65		252.00		(212.65)	(106.33)
Total Dept 722 - ZONING		8,000.00		4,986.01		1,104.71		3,013.99	37.67
Dept 728 - ECONOMIC DEVELOPMENT									
101-728-801.000	CONTRACTED SERVICES	2,000.00		2,000.00		0.00		0.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		2,000.00		2,000.00		0.00		0.00	0.00
Dept 751 - PARKS AND RECREATION									
101-751-723.000	WORKMEN'S COMPENSATION	270.00		171.40		0.00		98.60	36.52
101-751-728.000	SUPPLIES	2,000.00		1,818.20		0.00		181.80	9.09
101-751-882.000	SWIFTY'S PLACE	250.00		335.94		0.00		(85.94)	(34.38)
101-751-920.000	GAS AND ELECTRIC	3,600.00		1,906.64		285.80		1,693.36	47.04
101-751-931.001	MAINTENANCE/REPAIR-BUILDING	2,000.00		3,958.10		0.00		(1,958.10)	(97.91)
101-751-931.002	MAINTENANCE/REPAIR-EQUIPMENT	26,000.00		24,474.83		0.00		1,525.17	5.87

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND									
Expenditures									
101-751-931.003	MAINTENANCE-LANDSCAPING & GROUNDS	5,000.00		21,561.10		1,000.00		(16,561.10)	(331.22)
101-751-970.000	CAPITAL OUTLAY	200,000.00		0.00		0.00		200,000.00	100.00
Total Dept 751 - PARKS AND RECREATION		239,120.00		54,226.21		1,285.80		184,893.79	77.32
TOTAL EXPENDITURES		1,082,449.00		460,045.93		45,656.66		622,403.07	57.50
Fund 101 - GENERAL FUND:									
TOTAL REVENUES		1,080,292.00		702,593.23		304,930.25		377,698.77	34.96
TOTAL EXPENDITURES		1,082,449.00		460,045.93		45,656.66		622,403.07	57.50
NET OF REVENUES & EXPENDITURES		(2,157.00)		242,547.30		259,273.59		(244,704.30)	(11,144.)

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 202 - MAJOR STREET FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
202-000-575.000	ACT 51 / STREETS	207,000.00		122,280.65		20,196.34		84,719.35	40.93
202-000-665.000	INTEREST	2,000.00		1,590.40		479.49		409.60	20.48
202-000-676.000	REIMBURSEMENTS	0.00		13.51		13.51		(13.51)	0.00
Total Dept 000 - BALANCE SHEET / GENERAL		209,000.00		123,884.56		20,689.34		85,115.44	40.73
TOTAL REVENUES		209,000.00		123,884.56		20,689.34		85,115.44	40.73
Expenditures									
Dept 449 - STREET DEPT (ACT 51)									
202-449-702.001	DEPT HEAD WAGES	3,700.00		2,273.98		426.34		1,426.02	38.54
202-449-710.000	EMPLOYER FICA	359.00		186.33		31.71		172.67	48.10
202-449-711.000	EMPLOYERS SHARE OF PENSION	359.00		0.00		0.00		359.00	100.00
202-449-712.002	ADMIN BENEFITS	1,107.00		364.98		52.14		742.02	67.03
202-449-731.000	COLD/HOT PATCH	750.00		0.00		0.00		750.00	100.00
202-449-734.000	SALT/SAND ROADS	4,500.00		(1,350.42)		0.00		5,850.42	130.01
202-449-801.000	CONTRACTED SERVICES	6,000.00		1,200.00		700.00		4,800.00	80.00
202-449-806.000	AUDIT SERVICES	1,500.00		1,289.50		90.00		210.50	14.03
202-449-863.000	STREET STRIPING	2,500.00		200.00		0.00		2,300.00	92.00
202-449-865.000	STREET SIGNS	1,000.00		0.00		0.00		1,000.00	100.00
202-449-867.000	STREET REPAIRS	72,000.00		7,053.51		136.96		64,946.49	90.20
202-449-944.867	VEHICLE RENTAL - STREET REPAIRS	5,000.00		0.00		0.00		5,000.00	100.00
202-449-944.869	VEHICLE RENTAL - SNOW REMOVAL	5,000.00		0.00		0.00		5,000.00	100.00
202-449-956.000	STORM SEWER	7,000.00		1,576.00		0.00		5,424.00	77.49
202-449-963.000	MISC EXPENSE	1,500.00		0.00		0.00		1,500.00	100.00
202-449-999.000	TRANSFERS OUT	30,000.00		0.00		0.00		30,000.00	100.00
Total Dept 449 - STREET DEPT (ACT 51)		142,275.00		12,793.88		1,437.15		129,481.12	91.01
Dept 450 - MAINTENANCE / CONSTRUCTION									
202-450-702.001	MAINTENANCE WAGES	3,608.00		2,201.06		413.28		1,406.94	39.00
202-450-710.000	MAINTENANCE EMPLOYER FICA	369.00		168.39		31.62		200.61	54.37
202-450-711.000	MAINTENANCE ER SHARE OF PENSION	369.00		405.67		76.17		(36.67)	(9.94)
202-450-712.002	MAINTENANCE BENEFITS	172.00		89.39		12.77		82.61	48.03
Total Dept 450 - MAINTENANCE / CONSTRUCTION		4,518.00		2,864.51		533.84		1,653.49	36.60
Dept 869 - SNOW REMOVAL									
202-869-702.001	SNOW REMOVAL WAGES	3,587.00		1,049.11		0.00		2,537.89	70.75
202-869-710.000	SNOW REMOVAL EMPLOYER FICA	359.00		77.61		0.00		281.39	78.38
202-869-711.000	SNOW REMOVAL SHARE OF PENSION	410.00		104.91		0.00		305.09	74.41
Total Dept 869 - SNOW REMOVAL		4,356.00		1,231.63		0.00		3,124.37	71.73
TOTAL EXPENDITURES		151,149.00		16,890.02		1,970.99		134,258.98	88.83
Fund 202 - MAJOR STREET FUND:									
TOTAL REVENUES		209,000.00		123,884.56		20,689.34		85,115.44	40.73

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 202 - MAJOR STREET FUND									
	TOTAL EXPENDITURES	151,149.00		16,890.02		1,970.99		134,258.98	88.83
	NET OF REVENUES & EXPENDITURES	57,851.00		106,994.54		18,718.35		(49,143.54)	(84.95)

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	BALANCE	
Fund 203 - LOCAL STREET FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
203-000-575.000	ACT 51 / STREETS	72,000.00		40,760.23		6,732.12		31,239.77	43.39
203-000-665.000	INTEREST	1,100.00		382.46		61.24		717.54	65.23
203-000-676.000	REIMBURSEMENTS	0.00		10.14		10.14		(10.14)	0.00
203-000-695.000	MISC REVENUE	30,000.00		40,159.68		0.00		(10,159.68)	(33.87)
203-000-699.000	TRANSFERS IN	30,000.00		0.00		0.00		30,000.00	100.00
Total Dept 000 - BALANCE SHEET / GENERAL		133,100.00		81,312.51		6,803.50		51,787.49	38.91
TOTAL REVENUES		133,100.00		81,312.51		6,803.50		51,787.49	38.91
Expenditures									
Dept 449 - STREET DEPT (ACT 51)									
203-449-702.001	DEPT HEAD WAGES	1,743.00		909.60		170.56		833.40	47.81
203-449-710.000	EMPLOYER FICA	205.00		74.53		12.71		130.47	63.64
203-449-711.000	EMPLOYERS SHARE OF PENSION	205.00		0.00		0.00		205.00	100.00
203-449-712.002	ADMIN BENEFITS	886.00		145.95		20.85		740.05	83.53
203-449-731.000	COLD/HOT PATCH	750.00		0.00		0.00		750.00	100.00
203-449-734.000	SALT/SAND ROADS	4,500.00		(1,350.43)		0.00		5,850.43	130.01
203-449-801.000	CONTRACTED SERVICES	6,500.00		7,450.00		7,450.00		(950.00)	(14.62)
203-449-806.000	AUDIT SERVICES	1,050.00		902.65		63.00		147.35	14.03
203-449-863.000	STREET STRIPING	1,000.00		1,000.00		0.00		0.00	0.00
203-449-865.000	STREET SIGNS	1,000.00		395.00		0.00		605.00	60.50
203-449-867.000	STREET REPAIRS	150,000.00		9,040.91		0.00		140,959.09	93.97
203-449-944.867	VEHICLE RENTAL - STREET REPAIRS	3,000.00		0.00		0.00		3,000.00	100.00
203-449-944.869	VEHICLE RENTAL - SNOW REMOVAL	5,000.00		0.00		0.00		5,000.00	100.00
203-449-963.000	MISC EXPENSE	1,000.00		0.00		0.00		1,000.00	100.00
Total Dept 449 - STREET DEPT (ACT 51)		176,839.00		18,568.21		7,717.12		158,270.79	89.50
Dept 450 - MAINTENANCE / CONSTRUCTION									
203-450-702.001	MAINTENANCE WAGES	5,812.00		3,521.61		661.23		2,290.39	39.41
203-450-710.000	MAINTENANCE EMPLOYER FICA	528.00		295.97		50.58		232.03	43.95
203-450-711.000	MAINTENANCE ER SHARE OF PENSION	630.00		649.01		121.86		(19.01)	(3.02)
203-450-712.002	MAINTENANCE BENEFITS	227.00		142.94		20.42		84.06	37.03
Total Dept 450 - MAINTENANCE / CONSTRUCTION		7,197.00		4,609.53		854.09		2,587.47	35.95
Dept 869 - SNOW REMOVAL									
203-869-702.001	SNOW REMOVAL WAGES	3,587.00		423.91		0.00		3,163.09	88.18
203-869-710.000	SNOW REMOVAL FICA	359.00		31.35		0.00		327.65	91.27
203-869-711.000	SNOW REMOVAL SHARE OF PENSION	410.00		42.39		0.00		367.61	89.66
Total Dept 869 - SNOW REMOVAL		4,356.00		497.65		0.00		3,858.35	88.58
TOTAL EXPENDITURES		188,392.00		23,675.39		8,571.21		164,716.61	87.43
Fund 203 - LOCAL STREET FUND:									
TOTAL REVENUES		133,100.00		81,312.51		6,803.50		51,787.49	38.91



GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 203 - LOCAL STREET FUND									
TOTAL EXPENDITURES		188,392.00		23,675.39		8,571.21		164,716.61	87.43
NET OF REVENUES & EXPENDITURES		(55,292.00)		57,637.12		(1,767.71)		(112,929.12)	(4.24)

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PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDDT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 204 - GENERAL HWY									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
204-000-402.000	CURRENT REAL PROPERTY TAXES	200,000.00		211,519.58		122,793.31		(11,519.58)	(5.76)
204-000-410.000	CURRENT PERSONAL PROPERTY TAX	14,000.00		12,425.67		11,301.64		1,574.33	11.25
204-000-412.000	DELINQUENT REAL PROPERTY TAX	12,000.00		0.00		0.00		12,000.00	100.00
204-000-441.000	LOCAL COMMUNITY STABILIZATION SHARE TAX	22,000.00		23,251.70		0.00		(1,251.70)	(5.69)
204-000-445.000	PENALTIES & INTEREST ON TAXES	0.00		0.08		0.08		(0.08)	0.00
204-000-665.000	INTEREST	2,200.00		1,933.49		632.80		266.51	12.11
204-000-676.000	REIMBURSEMENTS	0.00		10.14		10.14		(10.14)	0.00
Total Dept 000 - BALANCE SHEET / GENERAL		250,200.00		249,140.66		134,737.97		1,059.34	0.42
TOTAL REVENUES		250,200.00		249,140.66		134,737.97		1,059.34	0.42
Expenditures									
Dept 446 - HIGHWAYS, STREETS (NOT ACT 51)									
204-446-702.001	ADMINISTRATION WAGES	9,563.00		5,230.04		980.63		4,332.96	45.31
204-446-710.000	ADMINISTRATION FICA	892.00		428.49		72.96		463.51	51.96
204-446-711.000	ADMIN EMPLOYERS SHARE OF PENSION	1,051.00		0.00		0.00		1,051.00	100.00
204-446-712.002	ADMIN BENEFITS	1,473.00		839.44		119.92		633.56	43.01
204-446-801.000	CONTRACTED SERVICES	500.00		0.00		0.00		500.00	100.00
204-446-806.000	AUDIT SERVICES	1,500.00		1,289.50		90.00		210.50	14.03
204-446-891.000	SIDEWALK REPLACEMENT PROGRAM	45,000.00		17,236.35		0.00		27,763.65	61.70
204-446-990.986	MTF BOND PAYMENT - PRINCIPAL	65,000.00		65,000.00		0.00		0.00	0.00
204-446-990.987	CAPITAL IMPROVEMENT BOND - PRIN	8,400.00		8,400.00		0.00		0.00	0.00
204-446-990.988	CAPITAL IMPROV BOND II - PRIN	38,500.00		38,500.00		0.00		0.00	0.00
204-446-995.986	MTF BOND INTEREST	5,355.00		2,970.00		0.00		2,385.00	44.54
204-446-995.987	CAP IMPROVE BOND I INTEREST	810.00		442.80		0.00		367.20	45.33
204-446-995.988	CAP IMPROV BOND II INTEREST	7,792.00		4,113.20		0.00		3,678.80	47.21
Total Dept 446 - HIGHWAYS, STREETS (NOT ACT 51)		185,836.00		144,449.82		1,263.51		41,386.18	22.27
Dept 450 - MAINTENANCE / CONSTRUCTION									
204-450-702.001	STREET ADMIN SALARY	21,525.00		13,205.89		2,479.59		8,319.11	38.65
204-450-710.000	STREET ADMIN FICA	2,101.00		1,109.85		189.72		991.15	47.18
204-450-711.000	EMPLOYERS SHARE OF PENSION	2,311.00		2,433.84		456.99		(122.84)	(5.32)
204-450-712.002	STREET ADMIN BENEFITS	797.00		436.45		62.35		360.55	45.24
Total Dept 450 - MAINTENANCE / CONSTRUCTION		26,734.00		17,186.03		3,188.65		9,547.97	35.71
TOTAL EXPENDITURES		212,570.00		161,635.85		4,452.16		50,934.15	23.96
Fund 204 - GENERAL HWY:									
TOTAL REVENUES		250,200.00		249,140.66		134,737.97		1,059.34	0.42
TOTAL EXPENDITURES		212,570.00		161,635.85		4,452.16		50,934.15	23.96
NET OF REVENUES & EXPENDITURES		37,630.00		87,504.81		130,285.81		(49,874.81)	(132.54)

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
248-000-402.000	CURRENT REAL PROPERTY TAXES	30,000.00		0.00		0.00		30,000.00	100.00
248-000-665.000	INTEREST	60.00		31.63		5.05		28.37	47.28
248-000-675.000	DONATIONS-PRIVATE SOURCES	1,000.00		0.00		0.00		1,000.00	100.00
Total Dept 000 - BALANCE SHEET / GENERAL		31,060.00		31.63		5.05		31,028.37	99.90
TOTAL REVENUES		31,060.00		31.63		5.05		31,028.37	99.90
Expenditures									
Dept 275 - DDA									
248-275-727.000	OFFICE SUPPLIES	50.00		0.00		0.00		50.00	100.00
248-275-801.000	CONTRACTED SERVICES	8,000.00		571.00		0.00		7,429.00	92.86
248-275-806.000	AUDIT SERVICES	150.00		128.95		9.00		21.05	14.03
248-275-815.000	DUES & MEMBERSHIPS	25.00		25.00		0.00		0.00	0.00
248-275-816.000	EDUCATION & TRAINING	500.00		0.00		0.00		500.00	100.00
248-275-880.000	COMMUNITY PROMOTION	1,000.00		0.00		0.00		1,000.00	100.00
248-275-881.000	ADVERTISING	500.00		750.00		0.00		(250.00)	(50.00)
248-275-967.000	BEAUTIFICATION	44,000.00		3,823.60		199.50		40,176.40	91.31
248-275-967.002	CHRISTMAS DECORATIONS	2,600.00		864.00		864.00		1,736.00	66.77
Total Dept 275 - DDA		56,825.00		6,162.55		1,072.50		50,662.45	89.16
TOTAL EXPENDITURES		56,825.00		6,162.55		1,072.50		50,662.45	89.16
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:									
TOTAL REVENUES		31,060.00		31.63		5.05		31,028.37	99.90
TOTAL EXPENDITURES		56,825.00		6,162.55		1,072.50		50,662.45	89.16
NET OF REVENUES & EXPENDITURES		(25,765.00)		(6,130.92)		(1,067.45)		(19,634.08)	76.20

User: KATHY

DB: Lake Odessa Vil

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022 INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 290 - ARTS									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
290-000-401.001	ART IN THE PARK REVENUE-NEXT FY	2,000.00		2,040.00		185.00		(40.00)	(2.00)
290-000-401.290	ART IN THE PARK REVENUE	2,500.00		2,495.00		0.00		5.00	0.20
290-000-539.000	STATE GRANTS	6,000.00		5,730.00		0.00		270.00	4.50
290-000-610.000	FOOD BOOTH FEES	600.00		535.00		0.00		65.00	10.83
290-000-611.000	CONCESSIONS	1,500.00		793.50		0.00		706.50	47.10
290-000-665.000	INTEREST	0.00		2.11		2.05		(2.11)	0.00
290-000-675.000	DONATIONS-PRIVATE SOURCES	6,000.00		7,300.00		0.00		(1,300.00)	(21.67)
290-000-695.000	MISC REVENUE	200.00		788.75		588.75		(588.75)	(294.38)
Total Dept 000 - BALANCE SHEET / GENERAL		18,800.00		19,684.36		775.80		(884.36)	(4.70)
TOTAL REVENUES		18,800.00		19,684.36		775.80		(884.36)	(4.70)
Expenditures									
Dept 752 - ARTS									
290-752-701.000	OPER EXPENSE-GRANT DISBURSEMENT	50.00		50.00		0.00		0.00	0.00
290-752-724.000	REFUND/REIMBURSEMENTS	60.00		10.00		0.00		50.00	83.33
290-752-728.000	SUPPLIES	2,000.00		649.77		271.85		1,350.23	67.51
290-752-740.000	POSTAGE	200.00		43.70		0.00		156.30	78.15
290-752-793.000	OPERATING EXPENSE	200.00		140.00		0.00		60.00	30.00
290-752-794.000	T-SHIRTS	500.00		127.50		0.00		372.50	74.50
290-752-795.000	SOUND	1,500.00		1,513.35		0.00		(13.35)	(0.89)
290-752-796.000	ROLLS	175.00		186.75		0.00		(11.75)	(6.71)
290-752-798.000	CONCESSIONS SUPPLIES	500.00		183.35		0.00		316.65	63.33
290-752-806.000	AUDIT SERVICES	150.00		128.95		9.00		21.05	14.03
290-752-851.000	RADIOS	100.00		100.00		0.00		0.00	0.00
290-752-852.000	TELEPHONE	625.00		347.10		49.64		277.90	44.46
290-752-881.000	ADVERTISING	7,000.00		3,643.93		495.60		3,356.07	47.94
290-752-890.001	CLEAN UP	150.00		113.62		0.00		36.38	24.25
290-752-895.000	KIDS AREA	0.00		6.00		0.00		(6.00)	0.00
290-752-898.000	ENTERTAINMENT	1,300.00		1,250.00		0.00		50.00	3.85
290-752-953.000	PORT A POTTY	600.00		590.00		0.00		10.00	1.67
290-752-963.000	MISCELLANEOUS EXPENSE	250.00		326.26		0.00		(76.26)	(30.50)
290-752-964.000	PARK IMPROVEMENTS	5,000.00		202.09		0.00		4,797.91	95.96
290-752-967.000	PROJECT COSTS	2,500.00		3,756.16		0.00		(1,256.16)	(50.25)
Total Dept 752 - ARTS		22,860.00		13,368.53		826.09		9,491.47	41.52
TOTAL EXPENDITURES		22,860.00		13,368.53		826.09		9,491.47	41.52
Fund 290 - ARTS:									
TOTAL REVENUES		18,800.00		19,684.36		775.80		(884.36)	(4.70)
TOTAL EXPENDITURES		22,860.00		13,368.53		826.09		9,491.47	41.52
NET OF REVENUES & EXPENDITURES		(4,060.00)		6,315.83		(50.29)		(10,375.83)	(55.56)

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	INCREASE	MONTH 09/30/2022 (DECREASE)	NORMAL	(ABNORMAL)	BALANCE	
Fund 291 - CAR SHOW										
Revenues										
Dept 000 - BALANCE SHEET / GENERAL										
291-000-610.000	FOOD BOOTH FEES	25.00		0.00		0.00		25.00		100.00
291-000-625.000	REGISTRATIONS	900.00		0.00		0.00		900.00		100.00
291-000-665.000	INTEREST	5.00		1.88		0.28		3.12		62.40
291-000-675.000	DONATIONS-PRIVATE SOURCES	2,150.00		0.00		0.00		2,150.00		100.00
291-000-678.000	T-SHIRT REVENUE	200.00		0.00		0.00		200.00		100.00
Total Dept 000 - BALANCE SHEET / GENERAL		3,280.00		1.88		0.28		3,278.12		99.94
TOTAL REVENUES		3,280.00		1.88		0.28		3,278.12		99.94
Expenditures										
Dept 753 - CAR SHOW										
291-753-728.000	SUPPLIES	800.00		0.00		0.00		800.00		100.00
291-753-794.000	T-SHIRTS EXPENSE	200.00		0.00		0.00		200.00		100.00
291-753-881.000	ADVERTISING	650.00		0.00		0.00		650.00		100.00
291-753-887.000	TROPHIES	800.00		0.00		0.00		800.00		100.00
291-753-888.000	FLYERS	170.00		0.00		0.00		170.00		100.00
291-753-892.000	DOOR PRIZES	150.00		0.00		0.00		150.00		100.00
291-753-893.000	DJ	350.00		0.00		0.00		350.00		100.00
291-753-953.000	PORT A POTTY	150.00		0.00		0.00		150.00		100.00
Total Dept 753 - CAR SHOW		3,270.00		0.00		0.00		3,270.00		100.00
TOTAL EXPENDITURES		3,270.00		0.00		0.00		3,270.00		100.00
Fund 291 - CAR SHOW:										
TOTAL REVENUES		3,280.00		1.88		0.28		3,278.12		99.94
TOTAL EXPENDITURES		3,270.00		0.00		0.00		3,270.00		100.00
NET OF REVENUES & EXPENDITURES		10.00		1.88		0.28		8.12		81.20

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 590 - SEWER FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
590-000-614.000	SEWER REVENUE	0.00		1,079,274.54		856.43		(1,079,274.54)	0.00
590-000-615.000	SEWER PENALTIES	0.00		6,737.09		18.26		(6,737.09)	0.00
590-000-619.000	LAB TESTING REVENUE	0.00		45.15		0.00		(45.15)	0.00
Total Dept 000 - BALANCE SHEET / GENERAL		0.00		1,086,056.78		874.69		(1,086,056.78)	0.00
TOTAL REVENUES		0.00		1,086,056.78		874.69		(1,086,056.78)	0.00
Fund 590 - SEWER FUND:									
TOTAL REVENUES		0.00		1,086,056.78		874.69		(1,086,056.78)	0.00
TOTAL EXPENDITURES		0.00		0.00		0.00		0.00	100.00
NET OF REVENUES & EXPENDITURES		0.00		1,086,056.78		874.69		(1,086,056.78)	0.00

User: KATHY

DB: Lake Odessa Vil

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022	INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 591 - WATER FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
591-000-402.591	WATER REVENUE	950,000.00		525,976.44		410.10		424,023.56	44.63
591-000-445.000	PENALTIES & INTEREST	5,500.00		3,480.53		40.00		2,019.47	36.72
591-000-539.002	WELLHEAD PROTECTION	2,750.00		0.00		0.00		2,750.00	100.00
591-000-607.000	WATER HOOK UP FEES	4,500.00		0.00		0.00		4,500.00	100.00
591-000-608.000	WATER TURN ON/OFF FEES	1,200.00		262.13		30.00		937.87	78.16
591-000-609.000	FINAL READ INCOME	500.00		240.23		70.00		259.77	51.95
591-000-665.000	INTEREST	4,000.00		3,043.48		905.35		956.52	23.91
591-000-674.000	INCENTIVE PROGRAM	3,000.00		0.00		0.00		3,000.00	100.00
591-000-695.000	MISC REVENUE	8,000.00		1,478.58		390.01		6,521.42	81.52
Total Dept 000 - BALANCE SHEET / GENERAL		979,450.00		534,481.39		1,845.46		444,968.61	45.43
Dept 536 - WATER/SEWER									
591-536-676.000	REIMBURSMENTS	0.00		33.79		33.79		(33.79)	0.00
Total Dept 536 - WATER/SEWER		0.00		33.79		33.79		(33.79)	0.00
TOTAL REVENUES		979,450.00		534,515.18		1,879.25		444,934.82	45.43
Expenditures									
Dept 536 - WATER/SEWER									
591-536-702.001	DEPT HEAD WAGES	50,994.00		31,851.53		5,975.64		19,142.47	37.54
591-536-702.704	FULL TIME WAGES	157,000.00		94,761.42		18,061.15		62,238.58	39.64
591-536-702.705	OVER TIME WAGES	2,563.00		1,203.84		364.80		1,359.16	53.03
591-536-702.706	PART TIME WAGES	2,050.00		75.68		0.00		1,974.32	96.31
591-536-702.710	WATER LICENSE STIPEND	5,000.00		0.00		0.00		5,000.00	100.00
591-536-710.000	EMPLOYER FICA	20,500.00		9,992.49		1,774.42		10,507.51	51.26
591-536-711.000	EMPLOYERS SHARE OF PENSION	22,550.00		12,073.02		2,304.60		10,476.98	46.46
591-536-712.000	HEALTH INSURANCE EXPENSE	49,200.00		20,932.00		2,740.40		28,268.00	57.46
591-536-712.002	ADMIN BENEFITS	5,227.00		2,767.45		395.35		2,459.55	47.05
591-536-713.000	DENTAL INSURANCE EXPENSE	5,338.00		2,781.87		397.41		2,556.13	47.89
591-536-714.000	OPTICAL PLAN EXPENSE	681.00		382.27		54.61		298.73	43.87
591-536-720.000	DISABILITY INSURANCE	2,800.00		1,323.00		189.00		1,477.00	52.75
591-536-721.000	LIFE INSURANCE EXPENSE	855.00		435.68		62.24		419.32	49.04
591-536-723.000	WORKMEN'S COMPENSATION	2,350.00		1,578.35		0.00		771.65	32.84
591-536-725.000	MEALS & MILEAGE	200.00		0.00		0.00		200.00	100.00
591-536-727.000	OFFICE SUPPLIES	1,000.00		0.00		0.00		1,000.00	100.00
591-536-728.000	SUPPLIES	1,500.00		0.00		0.00		1,500.00	100.00
591-536-732.000	CHEMICAL SUPPLIES	3,000.00		801.40		0.00		2,198.60	73.29
591-536-740.000	POSTAGE	1,500.00		1,044.75		0.00		455.25	30.35
591-536-741.000	MEDICAL & PHYSICALS	200.00		0.00		0.00		200.00	100.00
591-536-744.000	CLOTHING EXPENSE	1,200.00		645.93		591.96		554.07	46.17
591-536-751.000	GASOLINE PURCHASES	4,000.00		2,944.03		592.42		1,055.97	26.40
591-536-780.000	METER REPLACEMENT	7,000.00		15,247.25		(80.70)		(8,247.25)	(117.82)
591-536-801.000	CONTRACTED SERVICES	29,500.00		12,126.66		4,746.30		17,373.34	58.89
591-536-805.000	ATTORNEY FEES	1,000.00		0.00		0.00		1,000.00	100.00
591-536-806.000	AUDIT SERVICES	3,900.00		3,352.70		234.00		547.30	14.03
591-536-815.000	DUES & MEMBERSHIPS	4,000.00		605.00		0.00		3,395.00	84.88
591-536-816.000	EDUCATION & TRAINING	3,000.00		565.00		390.00		2,435.00	81.17
591-536-821.000	BANK FEES	100.00		0.00		0.00		100.00	100.00
591-536-822.000	FLEET INSURANCE	15,500.00		15,500.00		0.00		0.00	0.00
591-536-827.000	WATER TESTING FEES	2,500.00		1,867.00		0.00		633.00	25.32

User: KATHY

DB: Lake Odessa Vil

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT REMAIN	
		AMENDED BUDGET	NORMAL	09/30/2022 (ABNORMAL)	MONTH 09/30/2022	INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE		
Fund 591 - WATER FUND										
Expenditures										
591-536-850.000	COMMUNICATION EXPENSE	3,800.00		2,787.77		412.36		1,012.23	26.64	
591-536-900.000	PRINTING & PUBLISHING	200.00		0.00		0.00		200.00	100.00	
591-536-920.000	GAS AND ELECTRIC	55,000.00		32,171.48		5,255.53		22,828.52	41.51	
591-536-931.001	MAINTENANCE/REPAIR-BUILDING	23,000.00		307.95		0.00		22,692.05	98.66	
591-536-931.002	MAINTENANCE/REPAIR-EQUIPMENT	66,000.00		45,945.58		1,521.99		20,054.42	30.39	
591-536-931.004	MAINTENANCE/REPAIR-VEHICLE	1,500.00		0.00		0.00		1,500.00	100.00	
591-536-931.009	MAINTENANCE/REPAIR-WATER LINES	6,000.00		983.58		462.05		5,016.42	83.61	
591-536-931.010	MAINTENANCE/REPAIRS-TANKS	75,000.00		74,235.00		0.00		765.00	1.02	
591-536-932.000	NEW WATER MAINS	30,000.00		9,683.00		0.00		20,317.00	67.72	
591-536-933.000	WELL REPAIRS	5,000.00		0.00		0.00		5,000.00	100.00	
591-536-937.000	IRON REMOVAL	85,000.00		59,548.00		0.00		25,452.00	29.94	
591-536-946.000	SCADA CONTROL SYSTEM	2,500.00		0.00		0.00		2,500.00	100.00	
591-536-963.000	MISC EXPENSE	4,000.00		0.00		0.00		4,000.00	100.00	
591-536-970.001	CAPITAL OUTLAY-EQUIPMENT	5,000.00		3,909.97		0.00		1,090.03	21.80	
591-536-980.001	HARDWARE	9,200.00		4,659.15		0.00		4,540.85	49.36	
591-536-980.002	SOFTWARE	500.00		0.00		0.00		500.00	100.00	
591-536-994.000	CAPITAL IMPROVEMENT BOND	26,600.00		0.00		0.00		26,600.00	100.00	
591-536-994.001	CAPITAL IMPROVEMENT BOND II	16,500.00		0.00		0.00		16,500.00	100.00	
591-536-994.002	USDA BOND 2016	69,000.00		0.00		0.00		69,000.00	100.00	
591-536-995.000	INTEREST EXPENSE	75,763.00		38,482.22		0.00		37,280.78	49.21	
Total Dept 536 - WATER/SEWER		965,771.00		507,572.02		46,445.53		458,198.98	47.44	
TOTAL EXPENDITURES		965,771.00		507,572.02		46,445.53		458,198.98	47.44	
Fund 591 - WATER FUND:										
TOTAL REVENUES				979,450.00		534,515.18		1,879.25	444,934.82	45.43
TOTAL EXPENDITURES				965,771.00		507,572.02		46,445.53	458,198.98	47.44
NET OF REVENUES & EXPENDITURES				13,679.00		26,943.16		(44,566.28)	(13,264.16)	(96.97)



PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	09/30/2022	MONTH 09/30/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	REMAIN
Fund 999 - PAYROLL CLEARING						
Revenues						
Dept 000 - BALANCE SHEET / GENERAL						
999-000-665.000	INTEREST	0.00	2.71	0.38	(2.71)	0.00
Total Dept 000 - BALANCE SHEET / GENERAL		0.00	2.71	0.38	(2.71)	0.00
TOTAL REVENUES		0.00	2.71	0.38	(2.71)	0.00
Fund 999 - PAYROLL CLEARING:						
TOTAL REVENUES		0.00	2.71	0.38	(2.71)	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		0.00	2.71	0.38	(2.71)	0.00
TOTAL REVENUES - ALL FUNDS						
		2,705,182.00	2,797,223.50	470,696.51	(92,041.50)	(3.40)
TOTAL EXPENDITURES - ALL FUNDS						
		2,683,286.00	1,189,350.29	108,995.14	1,493,935.71	55.68
NET OF REVENUES & EXPENDITURES		21,896.00	1,607,873.21	361,701.37	(1,585,977.21)	(7,243.2)

VILLAGE OF LAKE ODESSA  
RECONCILED  
CHECKING / SAVINGS / CD ACCOUNT BALANCES  
AS OF SEPTEMBER 30, 2022

GENERAL FUND	CHECKING	UNION BANK	\$ 1,101,015.76
GENERAL HIGHWAY FUND	CHECKING	UNION BANK	\$ 292,913.36
LOCAL STREET FUND	CHECKING	UNION BANK	\$ 343,652.51
MAJOR STREET FUND	CHECKING	UNION BANK	\$ 367,622.71
PAYROLL FUND	CHECKING	UNION BANK	\$ 5,553.14
WATER FUND	CHECKING	UNION BANK	\$ 549,144.70
ARTS COMMISSION	CHECKING	UNION BANK	\$ 23,420.53
DOWNTOWN DEVELOPMENT AUTHORITY	CHECKING	UNION BANK	\$ 56,998.81
LAKE ODESSA CAR SHOW	CHECKING	UNION BANK	\$ 6,352.46
LAKEWOOD COMMUNITY PROJECT	SAVINGS	UNION BANK	\$ 11,677.65
CAPITAL IMPROVEMENT PROJECT	CHECKING	UNION BANK	\$ 1,368.14
VEHICLE REPLACEMENT	SAVINGS	UNION BANK	\$ 56,185.77
GENERAL HIGHWAY BOND REDEMPTION	CHECKING	UNION BANK	\$ 3,688.80
WATER BOND REDEMPTION	CHECKING	UNION BANK	\$ 7,091.44
WATER BOND RESERVE	SAVINGS	MI 1 COMM CU	\$ 90,323.98
WATER RR&I	SAVINGS	UNION BANK	\$ 218,193.99
ARPA FUND	HYBRID CD	MI CLASS	\$ 215,769.95
GENERAL HIGHWAY FUND	HYBRID CD & CD	MI CLASS & PFCU	\$ 136,236.95
MAJOR STREET FUND	HYBRID CD & CD	MI CLASS & PFCU	\$ 110,000.71
WATER FUND	CD	PFCU	\$ 131,181.25

# Presentations/ Proclamations

# New Business

# Lake Odessa Village Council

Ionia County, Michigan

Trustee \_\_\_\_\_, supported by Trustee \_\_\_\_\_, made a motion to adopt the following resolution:

## RESOLUTION NO. 2022-53

### APPROVING THE TWO-YEAR EXTENSION OF A LEASE AGREEMENT FOR THE USE OF VILLAGE-OWNED PROPERTY WITH TIM STUART

**WHEREAS**, the Village of Lake Odessa owns and operates a municipal water system; and

**WHEREAS**, as part of this water system, the Village of Lake Odessa owns and operates a treatment plant located on Musgrove Highway, outside of the Village limits; and

**WHEREAS**, part of this land was leased to Tim Stuart, to allow for agricultural operations, since 2018, for the annual lease price of \$750.00 per year (a copy of this lease is attached to this resolution); and

**WHEREAS**, the current lease is set to expire on December 31, 2022 and Mr. Stuart has requested that this lease be extended for two more years, per a stipulation contained in the current agreement; and

**WHEREAS**, Village staff recommends that this lease be extended out for two more years (to 2024) and that the rate should remain the same.

### NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Lake Odessa Village Council approves a two-year extension of an existing lease for the use of Village-owned property with Tim Stuart, for an annual lease price of \$750.00.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** October 17, 2022

\_\_\_\_\_  
**Patrick Reagan, Village Manager/ Clerk**

## LEASE

IT IS HEREBY AGREED, Between the Village of Lake Odessa, a municipal corporation, of 839 Fourth Avenue, Lake Odessa, Michigan 48849, party of the first part, and Timothy Stuart of 6494 South State Road, Ionia, Michigan 48846, the second part, as follows: The said party of the first part, in consideration of the rents and covenants herein specified, do hereby let and lease to the said party of the second part the following described property, situated and being in the Township of Odessa, County of Ionia and State of Michigan, to wit:

Part of W ½ of SE ¼ N of Tupper Creek SEC 27-5-7 ODESSA  
TWP, IONIA COUNTY, MICHIGAN  
Parcel Information part of 34-100-027-000-195-00 (approximately 5  
acres)

For a term from and after January 1, 2023 and until December 31, 2024 on the terms and conditions hereinafter mentioned, to be occupied for the purpose of growing agricultural crops, and in no case can be used for any business deemed extra hazardous on account of fire;

PROVIDED, that in case any rent shall be due and unpaid, or if default shall be made in any covenants herein contained, then it shall be lawful for the said party of the first part, certain attorneys, heirs, representatives and assigns, to re-enter into and repossess the said property, and the said party of the second part, and each and every other occupant, to remove and pull out;

The said party of the second part does hereby hire the said property for the term from January 1, 2023 until December 31, 2024, and does covenant and promise to pay to the said property for a said sum of \$750.00 per year, due on today's date and on the first Monday after January 1<sup>st</sup> hereafter; the receipt of which is hereby acknowledged. The Lease shall have an option for annual extension of the contract after the second year by mutual agreement of the Village of Lake Odessa and the renter.

Said party of the second part further covenants that they will not assign nor transfer this Lease, or sub-lease, keep the property and every part thereof in as good repair, and at the expiration of the term, yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by elements as expected.

And the said party of the first part does covenant that the said party of the second part, on paying the aforesaid rental and performing all covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy said property for the term(s) aforesaid.

The covenants, conditions and agreements, made and entered into by the several parties hereto, are declared binding on their respective heirs, representatives and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures the \_\_\_\_ day of \_\_\_\_\_, 2022.

IN PRESENCE OF:

LESSOR:

Sign: \_\_\_\_\_

Village of Lake Odessa

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Patrick Reagan,  
Village Manager

STATE OF MICHIGAN    )  
  ) ss  
COUNTY OF IONIA     )

On this \_\_\_\_ of \_\_\_\_\_, 2022, before me, a Notary Public duly authorized in the state aforesaid and in the county aforesaid, \_\_\_\_\_ personally appeared before me and is known to me to be the persons described in and who executed the foregoing instrument, and acknowledged the same as their free act and deed.

\_\_\_\_\_  
Notary Public, County of Ionia  
State of Michigan  
My Commission Expires: \_\_\_\_\_

LESSEE:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF MICHIGAN    )  
  ) ss  
COUNTY OF IONIA     )

On this \_\_\_\_ of \_\_\_\_\_, 2022, before me, a Notary Public duly authorized in the state aforesaid and in the county aforesaid, \_\_\_\_\_ personally appeared before me and is known to me to be the persons described in and who executed the foregoing instrument, and acknowledged the same as their free act and deed.

\_\_\_\_\_  
Notary Public, County of Ionia  
State of Michigan  
My Commission Expires: \_\_\_\_\_

**Lake Odessa Village Council**  
Ionia County, Michigan

Trustee \_\_\_\_\_, supported by Trustee \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 2022-54**

**A RESOLUTION TO ADDRESS THE COLLECTION OF PAYMENTS OR  
REFUNDS ON TAXES UNDER/OVER \$5.00**

**WHEREAS**, the General Property Tax Act P.A. 206 of 1893 (as amended) requires the Treasurer of Lake Odessa to collect Real and Personal Property Taxes; and

**WHEREAS**, many taxpayers and mortgage companies, etc. pay their taxes by personal or bank check via the U.S. Postal Service; and

**WHEREAS**, on several occasions, the Treasurer has received checks for an incorrect amount, both deficient and in excess of the amount due; and

**WHEREAS**, this has resulted in refund checks totaling less than \$5.00 and/or a request to the taxpayer to submit the balance due, often amounting to less than \$5.00.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Village of Lake Odessa Treasurer will not request a secondary payment due of any tax amounts totaling \$5.00 or less, once the primary payment has been received.
2. The Village Council approves the underpayments to be taken from the interest being earned.
3. Overpayments of taxes totaling \$5.00 or less shall be handled by the Treasurer in accordance with generally accepted regional tax collection practices.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** October 17, 2022

\_\_\_\_\_  
**Patrick Reagan, Village Manager/ Clerk**



**Lake Odessa Village Council**  
Ionia County, Michigan

Trustee \_\_\_\_\_, supported by Trustee \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 2022-55**

**APPROVING THE QUOTE FROM ADT FOR THE PURCHASE OF A SECURITY CAMERA SYSTEM FOR THE PAGE MEMORIAL BUILDING**

**WHEREAS**, the Village of Lake Odessa has a main office building known as the “Page Memorial Building;” and

**WHEREAS**, currently, this building contains the Village offices, the Village’s Police Department, and the offices for the Lakewood Wastewater Authority; and

**WHEREAS**, this building currently is secured with a four-camera surveillance system, one that is antiquated and well past it’s expected, useful, life span; and

**WHEREAS**, the current camera system does not cover the entire area of the Page Building, both inside and out, and leaves many areas unsecure; and

**WHEREAS**, Village staff sought quotes for a new security system. Quotes were solicited from Johnson Controls, ADT, Stanley Security, and other providers; and

**WHEREAS**, Village staff received quotes from ADT and Jonson Controls; and

**WHEREAS**, the quote from ADT is, in the aggregate, the better quote – based on price and service – and will cost the Village a total of \$12,437.09, with a monthly service charge of \$63.74. A copy of this quote is attached to this resolution; and

**WHEREAS**, Village staff recommends that the quote from ADT be accepted. A budget amendment will need to be made in order to properly code this purchase.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Village of Lake Odessa Council approves the quote received from ADT for a new security camera system for the Page Memorial Building.
2. Overpayments of taxes totaling \$5.00 or less shall be handled by the Treasurer in accordance with generally accepted regional tax collection practices.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** October 17, 2022

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**Patrick Reagan, Village Manager/ Clerk**

Powered by Experience.  
Driven by Excellence.™

**ADT** Commercial

# Proposal



Proposal prepared for:

**VILLAGE OF LAKE ODESSA**

Presented by:

**John Meade**

616-438-4548 | 10/6/2022

Sales Agreement ID: 891492226

*Proposal pricing is valid for 30 days*

## Powered by Experience. Driven by Excellence.


















What helps make us an industry leader is plain and simple—we strive to deliver an outstanding customer experience at all points of interaction.

### Coverage across the US

We have a national footprint with 150 locations, 4,500+ employees, 300,000+ customer locations, and 4 monitoring and operations centers.



### Product and service offerings

- |   |  |
|---|--|
|  Access Control                            |  Intrusion Alarm Systems                        |
|  Alarm Monitoring                        |  Network Deployment & Management              |
|  Analytics & Reporting                   |  Risk Management Consulting Services          |
|  ATM & ITM                               |  Security-Only Networks                       |
|  eSuite <sup>SM</sup> Account Management |  Sprinkler Systems <i>(in select markets)</i> |
|  Fire Alarm Systems                      |  Structured Cabling                           |
|  Health & Nurse Call                     |  System Customization, Installation & Support |
|  Hosted & Managed Services               |  Video Solutions                              |
|  Integrated Solutions                    |  |

### Integrated system design and implementation offerings

- Managed broadband and MPLS
- Design-build engineering
- Wireless network security
- Tier 2 and Tier 3 support 24/7
- Network security
- Program and project management
- Data storage systems
- Security consulting and design assistance
- Cloud backup and disaster recovery
- Security network design assistance, implementation and management
- Structured cabling

Thursday, October 6, 2022

**VILLAGE OF LAKE ODESSA**

839 4th Ave  
LAKE ODESSA, MI 48849

Thank you for allowing us the opportunity to provide you with a proposal for your system. I am pleased to propose a cost effective solution for your organization that will allow you to help mitigate your risks and reduce losses.

At ADT Commercial, we pride ourselves in providing our commercial customers with attentive service, proven security solutions, and the highest level of professional installation and monitoring.

I look forward to discussing this proposal with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

**John Meade**

616-438-4548 / [JohnMeade@adt.com](mailto:JohnMeade@adt.com)

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# Equipment and Investment Statement for: Analog CCTV

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**Site Information:** VILLAGE OF LAKE ODESSA, 839 4th Ave, LAKE ODESSA, MI 48849

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## Scope of Work:

This quote is for the installation of a high-definition analog CCTV surveillance system at Lake Odessa Village Hall. The system would consist of the following:

- 16-channel DVR with 12TB hard drive
- 16-channel camera power supply
- 7 Fixed bullet-style cameras, 4MP resolution
- 7 Fixed dome cameras, 4MP resolution
- 43" Class LED Monitor
- Smart Viewer software
- Installation labor & materials
- Programming, testing & training

The owner is to provide two electrical outlets and one hard-wired network connection in the Utility Room for the system equipment. The existing camera wiring to the four existing camera locations will be reused. The existing microphone in the Interview Room will be connected to the new system. A new monitor will be installed at the DVR for local viewing. This quote assumes these existing items are in good working condition and can be reused. The ADT Protection Plan covers only new equipment and wiring installed by ADT. The owner is to be present at the time of system installation with a compatible computer and/or smart phone for setup of the system software and training on its use. Training is to take place at the time of system completion. If return trips are required for training, they will be provided at additional cost.

## Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment. CUSTOMER will be responsible for providing IT support for Firewall and Port opening on their network when using an IP device.

CUSTOMER will be responsible for providing updated drawings of the facilities. If the new drawings reflect changes not identified in the original proposal additional charges will be incurred by the CUSTOMER.

ADT will perform the installation, conduct tests and inspections during normal business hours and days: 8AM to 5 PM Mon-Fri. using standard labor rates excluding Union and prevailing wage rates.

ADT assumes no responsibility for alterations in the resolution, illumination or field of view of outdoor surveillance devices, resulting from environmental changes.

Equipment changes or location changes due to CUSTOMER request, or if necessary for the system to operate properly, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.

Connection To Existing Equipment: It is mutually understood and agreed that ADT assumes no responsibility whatsoever for the maintenance, operation, non-operation, actuation, non-actuation or needless or erroneous actuation of the existing equipment; that service may be terminated by ADT in the event the existing equipment is not in good working operating condition and ADT shall not be liable for any damage of subject to any penalty as a result of such termination. Any repairs to or replacement of existing equipment at the time of reconnection will be charged to the customer on a time and materials basis at the prevailing rates.

CUSTOMER will be responsible for providing and installing one network connection within 6 feet of the NVR/DVR recorder. CUSTOMER is responsible for any patching, painting, replacement of ceiling tiles, and wall coverings.

### TERMS OF PAYMENT:

It is understood and agreed by and between the parties hereto, that the payment terms for contracts less than five thousand dollars (\$5,000.00) will be 60% upon signing of the contract and 40% upon completion of the installation or delivery of equipment. Contracts for five thousand (\$5,000.00) dollars and over, payment terms are as follows; 30% upon signing of the contract, 40% will be invoiced 30 days from the contract date of the project, and the final 30% will be due upon completion of the installation and/or delivery of the equipment. All invoice are due NET30. Past due invoices are subject to finance charges.

### Proposal Excludes:

Bonding

All Penetrations and Sleeves

Area of Refuge/Rescue

Conduit, raceway, wire supports and boxes

HVAC devices or cabling

120V connections

Smoke Dampers  
 Fire Proofing, cutting, patching or painting  
 Demolition/Underground Work  
 Fire Printer · UPS  
 Vesda, Door Holders, & Smoke Control  
 After Hours, Weekend, or Holiday Labor  
 Cable Trays & Knox Boxes  
 Any additional work not listed above

**Proposal Includes:**

Engineering, including project drawings, equipment submittals, as-built drawings and Operation & Maintenance manuals.  
 Installation of wiring, devices, specialty back-boxes and panels during normal business hours.  
 One-year warranty on all components, material and installation.  
 (Includes on-site training only; No Travel is included; Training provided by ADT Staff)  
 Standard Freight and Delivery.

ADT is not responsible for any items or details not shown that may affect the system concept or design. Any changes in design concept, any additional devices required by State or Local Code, the Authority Having Jurisdiction or Fire Marshall will affect this price accordingly. AutoCAD Background Drawings shall be provided at no additional cost to ADT. There is an extra charge for after hours or weekend labor and any additional devices not shown. Additional devices and labor will be provided upon receipt of an approved change order.

CUSTOMER agrees that at this time, the availability and price of certain Materials and Commodities ("Material") worldwide, including but not limited to, chip components, oil, gasoline, steel, aluminum and plastic products can be extremely volatile. ADT Commercial guarantees the pricing in this proposal for no more than the next thirty (30) days from the date of this Proposal. Customer further agrees that should the cost to ADT Commercial of the Materials required for this Project rise after the thirty (30) day period, ADT Commercial reserves the right to reasonably reassess the cost differential and add any increase to the above pricing.

CUSTOMER agrees that at this time, the availability and price of certain Materials and Commodities ("Material") worldwide, including but not limited to, chip components, oil, gasoline, steel, aluminum and plastic products can be extremely volatile. ADT Commercial guarantees the pricing in this proposal for no more than the next thirty (30) days from the date of this Proposal. Customer further agrees that should the cost to ADT Commercial of the Materials required for this Project rise after the thirty (30) day period, ADT Commercial reserves the right to reasonably reassess the cost differential and add any increase to the above pricing.

Design & Bid is based off plans listed in this proposal. Any changes made by the owner, GC, EC and/or the AHJ may result in additional costs.

**Recurring Services:**

Description	Amount
Service Plan	\$63.74
Sub Total Monthly Charge:	\$63.74

Summary of Charges for: Analog CCTV	
<b>Installation Price</b>	<b>\$12,437.09</b>
<b>Total Installation Price*</b>	<b>\$12,437.09</b>
<b>Total Monthly Recurring Services Charges*</b>	<b>\$63.74</b>
	*Plus applicable tax
	<i>Proposal pricing is valid for 30 days</i>

## Investment Summary (Non-Leased)

### Total Non-Leased Proposal Option

Installation Price	\$12,437.09
<b>Total Installation Price*</b>	<b>\$12,437.09</b>
<b>Total Monthly Recurring Services Charges*</b>	<b>\$63.74</b>

\*Plus applicable tax

*Proposal pricing is valid for 30 days*



# A new leader in commercial security, fire and life safety.

ADT Commercial has assembled top system integration talent to provide a holistic approach to the problems that you are facing now and must prepare for in the future. With a wide portfolio of offerings, we will deliver installation and service expertise for a fully customized commercial solution to meet the needs of your organization.

A simple security audit can determine if there are gaps in your current protection and help you manage those risks with a system designed to accommodate your specific needs.

## OUR GUIDING PRINCIPLES

### Customers are Our True North

Our reputation is based on how we serve our customers.

### Our People are the Difference

We strive to be the best technically-trained team in the business.

### Dedicated to Commercial

We are 100% focused on our commercial customers.

### One Ideal Partner

We are the premier holistic solutions partner—a full-service national company with nimble local delivery teams.

**800.799.1204**

[adtdotcom/commercial](https://adtdotcom/commercial)

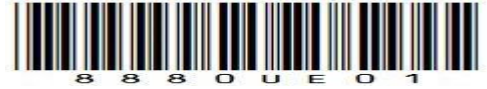


**4,500+**  
Employees



**150**  
Locations

**ADT** Commercial



COMMERCIAL SALES AGREEMENT

TOWN NO.  
0036-GRAND RAPIDS, MI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-739UR1J

DATE: 9/12/2022

Johnson Controls Security Solutions LLC ("Johnson Controls")  
 Gregory Asher  
 14200 E. Exposition Dr.,  
 Aurora, CO 80012  
 Tele. No.

Lake Odessa Police  
 d/b/a:  
 ("Customer")  
Customer Billing Information  
 839 4th Ave,  
 Lake Odessa, MI 48849  
 Attn:  
 Tele. No.

Customer Premises Served  
 839 4th Ave,  
 Lake Odessa, MI 48849  
 Attn:  
 Tele. No. (616) 374-0766

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

**I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:**

- |   |  |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications)            |
| (b) Scope of Work / Schedule(s) of Protection         | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions                              | (g) If multiple locations, see attached schedule                                     |
| (d) Additional Terms and Conditions                   |  |

**II. CHARGES AND FEES; TAXES: a. Equipment Installation.** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All invoices for the installation Deposit Amount and the Installation Charges are due upon receipt. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

**b. Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Annual** basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Invoices are due within thirty (30) days of the date of the invoice. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

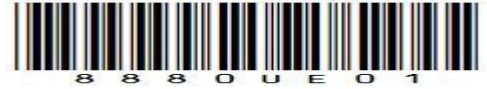
**c. Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

**d. Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices are due upon receipt unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

**III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

**ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.  
0036-GRAND RAPIDS, MI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-739UR1J

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL  
HERE \_\_\_\_\_

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE  
\_\_\_\_\_

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: \_\_\_\_\_

Presented by: Gregory Asher  
(Signature of Johnson Controls Sales Representative)

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)  
Patrick Reagan

Sales Agent: Gregory Asher  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CUSTOMER ACCEPTANCE**

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO:  this signed contract satisfies Agreement

YES:  Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES:  Email address to be used: \_\_\_\_\_

NO:  Please submit invoices via mail  NO: Please submit via \_\_\_\_\_

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## COMMERCIAL SALES AGREEMENT

TOWN NO.  
0036-GRAND RAPIDS,  
MI

CUSTOMER NO.

JOB NO.

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ESTIMATE NO.  
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### SCOPE OF WORK / SCHEDULE OF PROTECTION

**IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

**A. Ownership of System and/or Equipment:** Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

**B. Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

**No Service Selected**

Video Surveillance Services:

**No Service Selected**

Managed Access Control Services:

**No Service Selected**

Video Equipment:

**Closed Circuit Television PROVIDED**

Maintenance Service Plan; Preventive Maintenance/Inspection:

**Expert Maintenance PROVIDED / Inspections NOT PROVIDED**

Additional Services:

**No Service Selected**

**C. Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
20	Regular Labor	
1	NVR, 64 CHAN, 8 TB, RACK	
1	MICROSOFT WINDOWS 10 UPGRADE FOR Q-SERIES SERVERS. NOT FIELD UPGRADEABLE. AVAIL	
1	26" RACKMOUNT SLIDING RAIL KIT FOR EXACQVISION Z-SERCHASSIS & EL-1U	
1	A- SERIES UPGRADE TO INTEL CORE I5 CPU. NOT FIELD UPGRADEABLE	
6	PROMO - PROFESSIONAL IP CAMERA LICENSE, PER CAMERA	
10	Illustra Flex 8MP Gen3 Dome, 4.17-9.48mm, Outdoor, Clear, IP66 IK10, TDN w/IR, W	
8	ILLUSTRA PRO 3 SERIES WALL MOUNT KIT INDOOR/OUTDOOR WHITE	
2	ILLUSTRA PRO 3 SERIES UNIVERSAL ELECTRICAL BOX MOUNTING PLATE	
1	SMART MANAGED POE+ SWITCH(16) 10/100/1000BASE-T PORTS+(2) 100/1000 SFP SLOTS	
1	SFP 10/100/1000BASE-T (RJ-45) 100M/328	
1	This item identifies the estimate as part of the Tech Refresh and Upgrade Replacement of Older Tech	

**D. CHARGES AND ESTIMATED TAX:**

**1. Installation Charge:**

Installation Charge Amount:	<b>\$6,788.00</b>
* Estimated Tax(es):	<b>\$0.00</b>
<b>TOTAL INSTALLATION CHARGE:</b>	<b>\$6,788.00</b>
<b>Installation Deposit Amount:</b>	<b>\$3,394.00</b>

**2. Annual Service Charge:**

Annual Service Charge Amount:	<b>\$7,870.05</b>
* Estimated Tax(es):	<b>\$0.00</b>

<b>TOTAL ANNUAL SERVICE CHARGE:</b>	<b>\$7,870.05</b>
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\* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

**E. Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Patrick Reagan..616.374.8698  
System Operation: JCI to provide new CCTV video system for the facility.  
Programming Info: Techs to advise and train Patrick Reagan as needed.  
Site Conditions: No ongoing construction and no safety concerns today.  
Existing Equipment: As now installed.  
Customer Expectations: M-F 8a-5p  
Training Expectations: ongoing  
General Comments: No permits required.  
Customer Responsibilities / Johnson Controls Exclusions: Provide 110v electricity for techs.  
Documentation Needs: n/a

**Contract Notes -**

**TERMS AND CONDITIONS****TERMS AND CONDITIONS**

V.Customer and Johnson Controls agree as follows:

**A. Services.**

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan (“Expert Maintenance”). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) “Conditions” not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls’ then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls’ obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls’ specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service (“T/I”). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, (the “Covered Software”). Support Conditions. SSS for Covered Software are subject to the following conditions (“Support Conditions”): (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor (“Licensor”); (c) Customer’s use of Covered Software is in accordance with the end user license agreement (“EULA”) between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a “Problem”), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer’s network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls’ discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer’s system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer (“OEM”) and/or Licensor (collectively, also referred to as an “Johnson Controls Supplier”) has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis at Johnson Controls’ then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services (“ESS”) are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls’ then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges (“Reinstatement Fee”) at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer’s Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual’s privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including

lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR

PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wire mold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

8. New York City Fire System. Intentionally left blank – covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge



interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed,

impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. Software licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on [www.johnsoncontrols.com](http://www.johnsoncontrols.com). California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.  
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COMMERCIAL SALES AGREEMENT

TOWN NO. 0036-GRAND RAPIDS, MI
CUSTOMER NO.
JOB NO.
PO NO.
ESTIMATE NO. 1-739UR1J

ADDITIONAL TERMS AND CONDITIONS

DATE: 9/12/2022

Johnson Controls Security Solutions LLC ("Johnson Controls")

Gregory Asher
14200 E. Exposition Dr.,
Aurora, CO 80012
Tele. No.

Lake Odessa Police
d/b/a: ("Customer")
Customer Billing Information
839 4th Ave,
Lake Odessa, MI 48849
Attn:
Tele. No.

Customer Premises Served
839 4th Ave,
Lake Odessa, MI 48849
Attn:
Tele. No. (616) 374-0766

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Gregory Asher (Signature of Johnson Controls Sales Representative)

Sales Agent: Gregory Asher
Sales Representative Registration Number (if applicable):

CUSTOMER:

Accepted By: Patrick Reagan (Signature of Customer's Authorized Representative)

Patrick Reagan (Name Printed)

Title:

Date Signed:

**VILLAGE OF LAKE ODESSA  
IONIA COUNTY, MICHIGAN**

Trustee \_\_\_\_\_, supported by Trustee \_\_\_\_\_, moved the adoption of the following ordinance:

**ORDINANCE NO. 2022-06**

**AN ORDINANCE TO AMEND CHAPTER 36 OF THE  
CODE OF ORDINANCES OF THE VILLAGE OF LAKE  
ODESSA**

**THE VILLAGE OF LAKE ODESSA ORDAINS:**

**Section 1.** That Chapter 36, Article I, Article II, Article III and Article IV, of the Code of Ordinances, Village of Lake Odessa, Michigan, is hereby amended to replace all definitions, references and language sections related to Mobile Home and Mobile Home Park to Manufactured Home and Manufactured Home Development to read as follows:

Chapter 36 –ZONING

ARTICLE I – DEFINITIONS

**Sec. 36-5. - Definitions**

(b) (13) “*B*” Boardinghouse to replace “mobile homes” to “manufactured homes”.

(b) (13) “*M*” “mobile home” and “mobile home park” to be deleted.

Add/Replace section “*M*” to the following:

(b) (13) “*M*”

*Manufactured home* means a structure, transportable in 1 or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure.

*Manufactured home development* means a parcel or tract of land under the control of a person upon which 3 or more mobile homes are located on a continual, non-recreational basis and which is offered to the public for that purpose regardless of whether a charge is made therefore, together with any building, structure, enclosure, street, equipment, or facility used or intended for use incident to the occupancy of a mobile home.

*Seasonal Manufactured Home Development* means a parcel or tract of land under the control of a person upon which three or more manufactured homes are located on a continual or temporary basis but occupied on a temporary basis only, and which is offered to the public for that purpose regardless of whether a charge is made therefore, together with any building, enclosure, street, equipment, or facility used or intended for a use incident to the occupancy of a manufactured home. A seasonal manufactured home development does not include a campground licensed pursuant to sections 12501 to 12516 of the Public Health Code, Act No. 368 of the Public Acts of 1978, being sections 333.12501 to 333.12516 of the Michigan Compiled Laws, as amended.

**Section 36-6 Interpretation of Chapter (c)** replace “mobile home” to “manufactured home”.

## ARTICLE II – ESTABLISHMENT OF DISTRICTS

### Sec. 36-35. - Zoning district regulations.

Replace entire section (e) Mobile Home Park with the following new language/section:

- (e) *MH, manufactured home development (medium/high density residential district)*. Zoning district regulations for the MH, manufactured home development (*medium/high density residential district*) shall be as follows:
- (1) *Intent and purpose*. The manufactured home development zoning district is where existing manufactured home developments are located in the Village and are designed for those who prefer mobile home living. A new approved manufactured home development will be rezoned to this district designation. Although a single-family unit, the manufactured home development has essentially a higher density impact than the conventional single-family development. In order not to adversely affect other areas, of the village, certain land areas are hereby recognized as appropriate for continued or new manufactured home development use, provided that the proper site design standards and requirements are met.
  - (2) The application procedures, review process, uses, screening, utilities, public health and safety, site development and bulk regulations are listed in section 36-93.

## ARTICLE III –REGULATIONS

**Sec. 36-63 General Regulations (c) (7) Mobile Homes** to replace all references of “mobile home” or “mobile homes” to “manufactured home” and “manufactured homes”.

**Sec. 36-63 General Regulations (c) (8) Dwelling Standards (d) and (h)** to replace all references of “mobile home” or “mobile homes” to “manufactured home” and “manufactured homes”

### Sec. 36-93. - Manufactured Home Development

- (1.) *Purpose and Intent*. To provide for manufactured home development, of long-term duration of stay in areas which are developed in a manner which takes into account such special characteristics as locational needs, site layout and design, demand upon community services, and the relationship to and effect upon surrounding uses of land, and conformance to the Comprehensive Land Use Plan. All manufactured home developments shall comply with the applicable requirements of Public Act 96 of 1987, as amended. The controlling standards in this Section 36-93 are not designed to generally exclude mobile manufactured homes of persons who engage in any aspect pertaining to the business of manufactured mobile homes or manufactured mobile home developments.
- (2.) *Permitted Uses*. Within a manufactured home development, the following uses shall be permitted, subject to the terms of this Section:
  - a. Manufactured homes
  - b. Recreational facilities and open space land for the residents of a manufactured home development
  - c. Community Centers
  - d. Buildings such as administration office, stores, storage, laundry or other similar buildings
  - e. Family day care homes consisting of 6 children or less
  - f. Adult foster care family homes consisting of 6 residents or less
- (3.) *Application Procedures*. Pursuant to Section 11 of Act 96 of the Public Acts of 1987, as amended, and the rules promulgated thereunder, an application for the extension,

alteration, or construction of a manufactured home development shall be accompanied by a preliminary plan of the proposed development and all permanent buildings indicating the proposed methods of compliance with these requirements. Said application, fees and preliminary plan shall meet the following requirements:

- a. An application form shall be completed, and fees paid in accordance with the fee schedule (as amended from time to time by resolution of the Village Council) and ten copies of the preliminary plan shall be submitted to the Village Office for distribution to the Planning Commission, the Village's Engineer, the Lakewood Wastewater Authority, the Village's Street Administrator, County Drain Commission, County Health Dept and County Road Commission, if applicable.
  - b. The preliminary plan need not include detailed construction plans, but shall include the following materials:
    1. The applicant's name, address and telephone number and the property owner's name, address and telephone number, if different than that of the applicant.
    2. Notation of all federal, state and local permits required.
    3. The location of the project including the permanent parcel number(s) of the property upon which the project is proposed to be located.
    4. The layout of the project including an illustration of the internal roadway system proposed and typical homesite layout.
    5. The general design of the proposed project including the proposed location and design of signs, trash receptacles, light fixtures and any accessory structures, open lands and recreation areas and accessory uses.
    6. The location, spacing, type and size of proposed plant materials.
    7. A general description of the proposed project including the number of homesites proposed, the anticipated phasing of project development and an indication of the number of homesites to be rented and the number to be sold, if any.
- (4.) *Review Process.* The Planning Commission shall review the submitted preliminary plan and approve, approve with conditions or modifications, or denial of the preliminary plan. The Planning Commission shall approve a preliminary plan upon a finding that the proposed use will not, upon the facts known at the time of the submission of the site plan, cause undue hardship, or create unsafe or hazardous health or safety conditions to the general public. Not more than sixty (60) days following the receipt by the Village of a complete application for preliminary plan approval, the Planning Commission shall approve, approve with conditions or modifications, or deny an application and preliminary plan pursuant to the Mobile Home Commission Act, the rules promulgated thereunder and this ordinance.
- Upon approval of the preliminary plan, the Village Clerk shall sign three (3) copies thereof. One (1) signed copy shall be made a part of the Village's files, one (1) copy shall be forwarded to the Zoning Administrator for issuance of a Zoning Permit, and one (1) copy shall be returned to the applicant. Construction shall commence within five (5) years after the date of issuance of a construction permit by the Michigan Department of Licensing and Regulatory Affairs unless an extension has been granted by said Department. Amendments to the approved preliminary plan must be submitted to the Planning Commission for review and approval.
- (5.) *Noncompliance.* Any substantial noncompliance with the approved preliminary plan shall be reported to the Manufactured Housing Division of the Department of Licensing and Regulatory Affairs for remedy along with all pertaining evidence.
- (6.) *Site Development Requirements.* The following requirements for site development, together with any other applicable requirements of the State of Michigan, Act 96 of 1987,

as amended, shall be complied with. If any of the requirements of this subsection are less than those in the State Act, the State requirements shall prevail. No manufactured housing community shall be maintained, operated, or conducted without an annual license from the Michigan Department of Licensing and Regulatory Affairs. An inspection of construction may be performed at any appropriate time, pursuant to 1987 PA 96, as amended (the Mobile Home Commission Act).

- a. *Site Size:* A minimum site size shall be three (3) acres.
- b. *Site Location:* The proposed site location shall be governed by the requirements of Section 11 of the Mobile Home Commission Act and rule 920(1)(b) of the Manufactured Housing Commission Rules.
- c. *Side Yard Dimensions:* All buildings and manufactured houses within the manufactured housing community site shall be no closer than fifteen (15) feet from any public street right of way line, and not closer than ten (10) feet from any side or rear lot line of the manufactured housing community site.
- d. *Space Requirements:* The manufactured home development shall be developed with sites averaging 5,500 square feet per manufactured home unit. This 5,500 square feet average per site may be reduced by 20 percent provided that all individual sites shall be equal to at least 4,400 square feet. For each square foot of land gained through the reduction of a site below 5,500 square feet, an equal amount of land shall be dedicated as open space. This open space shall in addition to that required under R125.1946, rule 946 and Rule 125.1941 and R125.1944, Rules 941 and 944 of the Michigan Administrative Code.
- e. *Yard Requirements:* The required distances between manufactured home units and other structures and the required distances from property boundary lines shall meet the requirements of Rule 125.1941 and Rule 125.1944, and Rules 941 and 944 of the Michigan Administrative Code.
- f. *Development Roads:* Two-way streets within a manufactured home development shall have a minimum width of 21 feet where no parallel parking is permitted, 31 feet where parallel parking is permitted along one side of the street, and 41 feet where parallel parking is permitted along both sides of the street. The minimum width of a one-way street shall be 13 feet where no parallel parking is permitted, 23 feet where parallel parking is permitted along one side and 33 feet where parallel parking is permitted along both sides.
- g. *Paving:* All internal roads and parking facilities shall be provided with a paved surface in compliance with the standards of the AASHTO Specifications referenced in Rule 922 of the Michigan Manufactured Housing Commission Rules. Off-street parking areas shall be drained so as to dispose of all surface water accumulated in the parking area in such a way as to prevent the drainage of water onto adjacent property or toward buildings. No portion of any off-street parking area shall be considered part of the sidewalk system.
- h. *Sidewalks:* Sidewalks, which meet the standards established in Rule 928 of the Michigan Manufactured Housing Commission Rules, and AASHTO Standards shall be installed along one (1) side of all internal collector roads within the park and to the public right-of-way and to all service facilities including, but not limited to, central laundry, central parking, and central recreation/park areas. Sidewalks shall also be required along that portion of a site fronting along public thoroughfares. Walks connecting the entrance of each manufactured housing unit to the balance of the development walk system shall be designed per Manufactured Housing Commission Rules.
- i. *Utilities:* The installation of utilities within a manufactured housing community shall be in accordance with the following requirements:

1. All electrical, telephone, and utility service shall be underground and specifically designed in conformance with the standard established in rule 932(a), 934(a), 935(a), 937(2)(a), and 940 of the Manufactured Housing Commission.
  2. All gas distribution lines shall be located underground. Each manufactured housing lot so served shall have the service line located underground to a connection point and the manufactured housing unit shall be supported so it cannot be abraded by the pad surface. If fuel oil is used, it shall be supplied from a central storage tank, with underground distribution and service lines to the individual manufactured home sites and shall be subject to the same requirements given herein for gas lines. The use of independent bottled gas service for individual manufactured housing units is prohibited. All heating systems shall be designed and installed in accordance with Rules 934 and 940 of the Manufactured Housing Commission.
  3. Minimum housing standard for the home or installation of the home plumbing, heating, and electrical systems shall be those either set forth by the United States Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standards or by ANSI (American National Standards Institute) for manufactured housing units predating HUD.
  4. All manufactured housing sites and all other buildings within the development shall be connected to the water system of the governmental jurisdiction, if it is available to the development, or to another state approved system. The development water system shall conform to parts 2-4 of the Michigan Department of Environmental Quality (MDEQ) Manufactured Housing Community Standards.
  5. All manufactured housing sites and all other buildings within the development shall be connected to the sanitary sewerage system of the governmental jurisdiction if it is available to the development, or to other state approved systems. The development sanitary sewerage system shall conform to MDEQ Manufactured Housing Community Standards.
  6. All storm sewers shall be constructed in accordance with parts 2-4 of the MDEQ Manufactured Housing Community Standards by the developer.
- j. *Skirting:* Skirting shall be installed around all manufactured housing units. Such skirting shall be compatible aesthetically with the appearance and construction of the manufactured housing unit. All skirting shall be installed prior to the issuance of a Certificate of Occupancy. In the event that such installation is delayed due to weather, or for other similar reasons, a temporary certificate of occupancy may be issued for a period not to exceed ninety (90) days. All skirting shall meet the specifications established by the Michigan Manufactured Housing Commission Rules.
- Individual manufactured housing units shall be skirted around the perimeter of the manufactured housing unit to conceal the underbody from view. Skirting shall be vented in accordance with the requirements of Rule 604 of the Manufactured Housing Commission Rules. All skirting shall be manufactured of fire-resistant material and certified as such by the manufacturer. Skirting shall be installed in a manner so as to resist damage under normal weather conditions and shall be properly maintained.
- k. *Installation:* Each manufactured housing site shall conform with the Manufactured Housing Commission requirements of Rule 602 for installation of manufactured housing units.
- l. *Screening, Buffering and Landscaping:* Manufactured housing communities shall provide the following screening, buffering and landscaping:
1. If a manufactured home development abuts an existing residential or non-residential development, the development shall provide screening along the boundary line abutting the adjacent development, if not in conflict with existing



utilities.

2. The landscaping shall consist of evergreen trees or shrubs, which are spaced so they provide a continuous screen at maturity.
3. Landscape material shall consist of evergreen trees a minimum of four (4) feet in height at installation and evergreen shrubs a minimum of three (3) feet in height at maturity.
4. Alternative screening techniques (earth berms, fences, etc.) may be approved by the Planning Commission based upon a landscape plan for the site if they conceal the manufactured home development as effectively as the required landscaping described above.
5. Homesite: Landscaping within the Manufactured Housing Community shall consist of not less than one (1) deciduous or evergreen tree for every two (2) homesites.

m. *Public Health and Safety:*

1. Fire hydrants shall be installed in all manufactured housing developments and shall be in compliance with the requirements and provisions of the current local fire code, including the requirement that there be no more than five hundred (500) feet between hydrants as measured along adjacent roadways within the manufactured housing community. Such provision may be waived if required by the Michigan Department of Environment, Great Lakes and Energy pursuant to Rule 1105(2) of the EGLE Administrative Rules. If the central water system cannot support fire hydrants, "dry" fire hydrants shall be installed.
  2. For the protection of the public safety, an orderly street name system and numbering system that is not the same or similar to any other street name or numbers in Ionia County shall be proposed by the manufactured housing development owner and a plan of this system of street names and addresses shall be approved by the Ionia County Equalization Department. Manufactured housing space numbers shall be located uniformly on each space, manufactured housing unit or identification marker, throughout the manufactured housing park and street names shall be adequately marked.
  3. Cooking shelters, barbecue pits, fireplaces, and wood burning stoves shall be so located, constructed, maintained and used as to minimize fire hazards and smoke nuisance both on the site and on neighborhood property. Open fires shall not be allowed except in facilities proved and all such fires must be attended. No fuel shall be used, or items burned which emit dense smoke or objectionable odors.
  4. Every home shall be equipped at all times with fire extinguishing equipment in good working order, or a type, size, and number and so located within the home as to be in compliance with the applicable regulations of Rule 702a of the Manufactured Housing Commission.
  5. Emergency access points shall be in compliance with Paragraph 6, b of this Section.
  6. Each manufactured housing unit shall have a safe and unobstructed primary exit and an emergency exit located away from the primary exit.
  7. No open fire shall be permitted at any place which may endanger life or property.
  8. No fire shall be left unattended at any time.
- n. *Building Height:* No building or structure shall exceed thirty-five (35) feet in height.
- o. *Lighting:* Street lighting shall be provided and paid for by the owner of the community and shall be approved by the Manufactured Housing Commission as to the adequacy

of illumination. No spot or flood lights shall be used for lighting or advertising purposes. No other lighting for identification or advertising purposes shall have a visible source of illumination. No lighting shall shine on adjacent properties. Lighting shall, if possible, be designed to point downward. All other lighting shall be in accordance with the State of Michigan, Act 96 of 1987 as amended.

- p. *Storage Areas:* All storage structures within a manufactured home development shall meet the requirements of Rules 941 and 944 of the Manufactured Housing Commission.
- q. *Open Space:* A manufactured home community that contains 50 or more home sites shall have not less than two (2) percent of the gross acreage of the total site dedicated to designated open space, but not less than 25,000 square feet.
- r. *Telephone, Television, or Other Communication Technologies:* Central television antenna systems, cable television, telephone, or other similar communication services shall have their distribution systems installed underground in compliance with local and state regulations.
- s. *Solid Waste and Resource Recovery:* The garbage and rubbish storage and disposal procedures in manufactured housing communities shall comply with Michigan Department of Environment, Great Lakes and Energy Rules R325.3351-R325.3354.
- t. *Severe Weather Warning and Storm-fallout Shelter:* A manufactured housing developer shall comply with Manufactured Housing Commission Rule 706.
- u. *Signs.* Any and all signs provided within the manufactured home community shall not exceed a height of five (5) feet measured from the average grade and shall be set back at least six (6) feet from the front property line and at least ten (10) feet from the side lot line.
  - 1. *Primary entrance:* One (1) sign not to exceed an area of twenty (20) square feet, shall be permitted at the primary access of the manufactured housing community, in accord with the sign section 36-63 (i) of this Ordinance.
  - 2. *Identification:* One (1) identification sign not to exceed an area of six (6) square feet shall be permitted for management offices and community buildings.
- v. *School Bus Stops:* School bus stops, if provided, shall be located within the manufactured housing community in an area that is acceptable to the school district.
- w. *Mailbox Clusters:* The United States Postal Service may require that manufactured home communities be served by clusters of mailboxes serving several homesites rather than individual mailboxes. If mailbox clusters are required, they shall be located at least two hundred (200) feet from any intersection of a manufactured housing community internal road and a public road.
- x. *Miscellaneous Provisions:*
  - 1. *Occupancy:* A manufactured housing community development shall be ready for occupancy when it has complied with rule 214k and 214n of the Manufactured Housing Commission.
  - 2. *Removal of Towing Mechanisms:* Towing mechanisms shall be removed from the manufactured housing dwelling at the time of dwelling installations and stored so as not to be visible from the exterior of the manufactured housing community.
  - 3. The grounds of a manufactured housing community shall be graded to drain properly.
  - 4. New or used manufactured homes in manufactured home developments, which are to remain on-site, may be sold by resident, development owner, licensed retailer or broker, provided the manufactured housing development management

permits the sale.

- 5. All requirements of Act 96 of the Public Acts of 1987, as amended, shall apply.
- 6. The owner or operator of any manufactured housing community shall be responsible for all street construction and street maintenance within the confines of the manufactured housing community.
- 7. Fences on individual home sites, if provided, shall be so constructed as to provide firefighters and emergency response equipment reasonable access to manufactured housing units and site-built structures.

**Sec. 36-94 Planned Developments (c) (5)** to replace the reference of “mobile homes” to “manufactured homes”.

**Section 2.** Conflict and Repeal. All ordinances or parts of ordinances in conflict with this ordinance are repealed which include definitions of mobile home and mobile home park section 36-5 and mobile home park district section 36-35 (e) and mobile home park section 36-93 and all other references of mobile home and mobile home park to be replaced with manufactured home and manufactured home development.

**Section 3.** Effective Date. This ordinance shall take effect seven days following its publication in a newspaper circulated within the Village.

**Section 4.** Publication. After its adoption, this ordinance or a summary thereof, as permitted by law, shall be published by the Village Clerk in a newspaper of general circulation in the Village.

Ayes: \_\_\_\_  
 Nays: \_\_\_\_  
 Abstain: \_\_\_\_  
 Absent: \_\_\_\_

**ORDINANCE DECLARED ADOPTED.**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
 Karen L. Banks, Village President

\_\_\_\_\_  
 Patrick Reagan, Village Clerk

**CERTIFICATION**

I, the undersigned duly appointed Village Clerk of the Village of Lake Odessa, Ionia County, Michigan, do hereby certify that the above ordinance, or a summary thereof, was published in the Lakewood News, a newspaper of general circulation in the Village, on \_\_\_\_\_, 2022, and that such ordinance was entered into the Ordinance Book of the Village on \_\_\_\_\_, 2022

# Miscellaneous Correspondence

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**ICEA** Ionia County  
Economic  
Alliance

*Powered by The Right Place*

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# Thank You

Dear Karen,

Thank you to the Village of Lake Odessa for your ongoing investment in ICEA. Your support and partnership are critical to the advancement of the Ionia County economy.

Sincerely  
Jill +  
Ryan



## 2022 HOLIDAY GARLAND SPONSOR FORM

This holiday season, please join the Downtown Development Authority in decorating the historic lampposts lining the streets of Lake Odessa's downtown. Sponsoring a fresh garland is a wonderful way to recognize a person, organization or business, or to commemorate a special event.

### SPONSOR INFORMATION

Each sponsorship will be acknowledged with a laminated 4" x 5" "gift tag attached to a lamppost, displaying the words, "Sponsored By (your name/business/organization)" as shown below.

Sponsored By: \_\_\_\_\_

Name of person to contact if we have questions: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### GIFT CARD INFORMATION

*Optional:* For each lamppost you are sponsoring, please tell us if you also wish to honor a person, organization or event (below).

1.     In Memory Of     In Honor Of    \_\_\_\_\_
2.     In Memory Of     In Honor Of    \_\_\_\_\_
3.     In Memory Of     In Honor Of    \_\_\_\_\_
4.     In Memory Of     In Honor Of    \_\_\_\_\_

**Total Number of Lampposts:** \_\_\_\_\_ **x \$20 = Total Sponsorship: \$**\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Please reply on or before Monday, November 21, 2022. Make check payable to:**

**Lake Odessa DDA**

839 Fourth Avenue, Lake Odessa, Michigan 48849

*Requests to decorate specific lampposts cannot be accommodated. Sponsors will receive notification regarding the location of their sponsor tag(s) following installation.*

For additional information, contact:

Karen Banks: (269) 838-9863, [president@lakeodessa.org](mailto:president@lakeodessa.org)  
or Bill Rogers: (269) 838-2083, [hairport07@yahoo.com](mailto:hairport07@yahoo.com)

**Thank you for your support!**