

EXHIBIT 1

BROOKS TOWNSHIP NEWAYGO COUNTY

Ordinance No. 14-74

Adopted: September 16, 2014
Effective: November 7, 2014

AN ORDINANCE PURSUANT TO ACT 94 OF THE PUBLIC ACTS OF 2008,
AS AMENDED, TO ESTABLISH A JOINT WATER RESOURCE
IMPROVEMENT TAX INCREMENT FINANCE AUTHORITY BETWEEN
BROOKS TOWNSHIP, NEWAYGO COUNTY, AND CROTON TOWNSHIP,
NEWAYGO COUNTY; TO DEFINE ITS BOUNDARIES, TO PRESCRIBE ITS
POWERS, TO PROVIDE FOR A GOVERNING BOARD, AND TO PROVIDE
FOR OTHER MATTERS

THE TOWNSHIP OF BROOKS, NEWAYGO COUNTY, ORDAINS:

Section 1. Purpose and Intent; Creation of Joint Water Resource Improvement Tax Increment Finance Authority.

This ordinance is adopted pursuant to the authority granted to the Brooks and Croton Township Boards under PA 94 of 2008, as amended (the "Act"), to create and operate a Joint Water Resource Improvement Tax Increment Financing Authority, which is hereby established and regulated pursuant to said Act and this ordinance.

Section 2. Name of Authority.

The name of the Water Resource Improvement Tax Increment Finance Authority created by this ordinance shall be the Brooks/Croton Joint Water Resource Improvement Authority, hereinafter referred to as the "Authority".

Section 3. Powers of the Authority.

The Authority shall be a public body corporate and may sue and be sued in any court in this state. The Authority may, within the development area described in Section 5 hereof, and subject to the limitations in this ordinance and the interlocal agreement described in Section 11 hereof, as amended, exercise the powers, duties and responsibilities as set forth in Section 10 of the Act and take any other action permitted by law.

Section 4. Borrowing Money and Issuing Bonds.

The Authority shall not, without the approval of both Township Boards, borrow money or issue revenue bonds or notes.

Section 5. Boundaries of District.

The development area in which the Authority shall exercise its power shall consist of the following described property situated in and around Pettit Lake in Brooks Township or Croton Township, Michigan:

Parcel 1: PPN: 62-19-25-200-023

Parcel 1: Part of the Northeast 1/4 of Section 25, Town 12 North, Range 12 West, Brooks Township, Newaygo County, Michigan, described as commencing on the North Right of Way line of M-82 (82nd Street); thence South 00 degrees 09' 55" West along the North-South 1/4 line 1171.99 feet and North 87 degrees 18' 22" East 365.32 feet from the North 1/4 corner; thence North 00 degrees 00' 17" East 897.38 feet; thence North 89 degrees 10' 03" East parallel to North Section line 1265.73 feet; thence North 00 degrees 00' 17" East 338.78 feet; thence North 88 degrees 10' 03" East 325.60 feet; thence North 00 degrees 00' 17" East 132 feet to the North Section line; thence West along the Section line to the Southeastly Right of Way of Pettit Lake Drive; thence Southwesterly along the Right of Way to the West line of the East 30 acres of the Northwest 1/4 of the Northeast 1/4; thence South along said West line to the North Right of Way line of M-82; thence East along the Right of Way to the point of beginning.

Parcel 2: PPN 62-20-19-300-001

Parcel 2: All that part of Government Lots 1 and 2 of Section 19, Town 12 North, Range 11 West, Croton Township, Newaygo County, Michigan, lying South of the East-West 1/4 line of said Section 19, Town 12 North, Range 11 West, except a strip of land 200 feet wide across Government Lot 1 described as commencing 761.68 feet East of the West 1/4 Post; thence East 288.22 feet; thence South 45 degrees 44' 10" West 1460.65 feet to the West Section line; thence North along the Section line 279.16 feet; thence North 45 degrees 44' 10" East 1044.78 feet to the point of beginning.

Parcel 3: PPN: 62-19-24-400-005

Parcel 3: That part of Government Lot 7 of Section 24, Town 12 North, Range 12 West, Brooks Township, Newaygo County, Michigan, lying South of the East-West 1/4 line and also Government Lot 8 of said Section 24, Town 12 North, Range 12 West, except a strip of land commencing South 0 degrees 14' 00" East 698.81 feet from the East 1/4 corner; thence South 45 degrees 44' 10" West 530.04 feet; thence South 48 degrees 59' 18" West 2529.34 feet to the South Section line; thence North 87 degrees 59' 30" East along the Section line 18.47 feet; thence South 00 degrees 03' 03" East 251.12 feet; thence North 48 degrees 59' 18" East 2883.74 feet; thence North 45 degrees 44' 10" East 342.39 feet; thence North 0 degrees 14' 00" West 278.16 feet to the Beginning. Also except commencing South 00 degrees 14' 00" East 676.97 feet and South 45 degrees 44' 10" West 342.39 feet and South 48 degrees 59' 18" West 60 feet from the Northeast corner of the Southeast 1/4, thence South 48 degrees 59' 18" West 400 feet; thence South 41 degrees 00' 42" East 107 feet to the Lake, thence Northeastly along the Lake 400 feet, more or less to a point lying South 41 degrees 00' 42" East of the point of beginning; thence North 41 degrees 00' 42" West 125 feet, more or less to the point of beginning.

Parcel 4: PPN: 62-19-24-400-006

Parcel 4: Part of Government Lot 8 of Section 24, Town 12 North, Range 12 West, Brooks Township, Newaygo County, Michigan, described as commencing South 00 degrees 14' 00" East 576.97 feet and South 45 degrees 44' 10" West 342.39 feet and South 48 degrees 59' 18" West 60 feet from the Northeast corner of the Southeast 1/4, thence South 48 degrees 59' 18" West 400 feet; thence South 41 degrees 00' 42" East 107 feet to the Lake, thence Northeastly along the Lake 400 feet, more or less to a point lying South 41 degrees 00' 42" East 125 feet, more or less from the point of beginning; thence North 41 degrees 00' 42" West 125 feet, more or less to the point of beginning.

Section 6. Authority Board; Appointment; Membership; Terms; Vacancy; Removal; Compensation; Chairperson; Rules; Oath; Records.

The Authority shall be under the supervision and control of a board (the "Authority Board"), as provided in Section 7 of the Act.

(a) The Authority Board shall consist of the Brooks Township Supervisor (or his or her designee), the Croton Township Supervisor (or his or her designee); two (2) members appointed by the Brooks Township Supervisor, subject to approval by the Brooks Township Board; two (2) members appointed by the Croton Township Supervisor, subject to approval by the Croton Township Board; and one (1) member appointed by the Brooks and Croton Township Supervisors, subject to approval by both Township Boards.

(b) Except for the Township Supervisors, whose terms shall be commensurate with his or her terms as Township Supervisor, the term of each appointed member shall be four (4) years or until his or her successor is appointed, except that of the members first appointed, one (1) member shall be appointed, as near as is practical, to each of the following terms: a one (1) year term, a two (2) year term, a three (3) year term, and a four (4) year term.

(c) The Authority Board is subject to the provisions in the Act regarding vacancies, compensation, oaths of office, and removal for cause, as may be addressed or modified in the interlocal agreement described in Section 11 hereof.

(d) The Authority Board may adopt rules of procedure for the transaction of its business.

(e) Following appointment of the members of the Authority Board, the Authority Board shall hold a meeting, which shall open with a call for election of the following Authority Board officers: Chairperson, Vice-chairperson, Secretary, and Treasurer.

Section 8. Employees of the Authority Board; Legal Counsel; Other Personnel.

In addition to any power to elect officers as provided in Section 7(e) hereof, the Authority Board may employ and fix the compensation of other, outside personnel, including but not limited to a director, treasurer, secretary, legal counsel and other personnel as provided in the Act.

Section 9. Sources of Revenue; Permitted Expenditures.

The activities of the Authority shall be financed from one or more of the funding sources set forth in Section 12 of the Act, as amended.

Section 10. Publication Requirements.

This Ordinance shall be filed with the Michigan Secretary of State promptly after its adoption and shall be published at least once in a newspaper of general circulation in each Township.

Section 11. Joint Operation and Administration of the Authority.

The Authority shall be jointly operated and administered by Brooks Township and Croton Township under the terms of this ordinance and an interlocal agreement under the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, being MCL 124.501 et seq., which may be amended from time by the participating Townships.

Section 12. Open Meetings Act; Freedom of Information Act

The business of the Authority shall be conducted at public meetings of the Authority Board held in compliance with the Open Meetings Act, being Act No. 267 of the Public Acts of 1976, as amended. Public notice of the time, date, and place of the meetings shall be given in the manner required by the Open Meetings Act. A writing prepared, owned, used, in the possession of, or retained by the Authority Board in the performance of an official function is subject to the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.248.

Section 13. Duration.

The Authority shall continue in existence from the effective date of this Ordinance, or the date of the Act 7 interlocal agreement referenced in Section 11, whichever is later, until dissolved in the manner provided for by law upon completion of the purposes for which it was organized, or until otherwise terminated pursuant to the terms of the interlocal agreement.

Section 14. Conflicting Ordinances.

All ordinances, or part thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

Section 15. Severability.

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

Section 16. Effective Date.

This Ordinance shall become effective thirty (30) days after publication in a newspaper of general circulation within the Township of Brooks, Newaygo County, Michigan.

STATE OF MICHIGAN)

COUNTY OF NEWAYGO)

I, the undersigned, being the duly elected, qualified and acting Clerk of the Township of Brooks, County of Newaygo, do hereby certify that the foregoing ordinance was duly adopted by the Township Board of the Township of Brooks at a regular meeting of the Township Board held on September 16, 2014, which was noticed pursuant to the Open Meetings Act.

By: _____

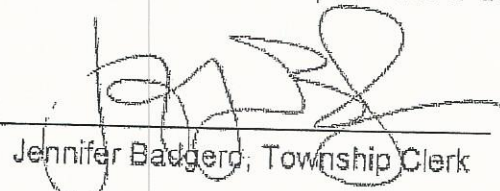

Jennifer Badger, Township Clerk

EXHIBIT 2: Croton Ordinance creating Authority

CROTON TOWNSHIP
Newaygo County Michigan

"Resolution of Intent" to create and operate a WRTIFA

Resolution:2014-013

WHEREAS, on March 13th, 2014, the Croton Township Planning Commission approved a Planned Unit Development (PUD) project for certain parcels on or near Pettit Lake, and

WHEREAS, the developer of the project, Chris Ortwein, has petitioned both Brooks Township and Croton Township to create and operate a Water Resources Tax Increment Financing Authority (WRTIFA), and

WHEREAS, the purpose of the WRTIFA would be to capture limited incremental increases in tax revenues associated with the development, which would be used to reimburse the developer for his investment in certain public improvements, and

WHEREAS, Public Act 94 of 2008 (as amended) requires that a "Resolution of Intent," be approved by the township to initiate the WRTIFA creation process, now

THEREFORE, BE IT RESOLVED - That the Croton Township Board has determined the following:

1. That it is in the best interests of the public to promote water resource improvement and/or access to inland lakes in the Pettit Lake Development.
2. That the Board intends to create and provide for the operation of a WRTIFA for the Pettit Lake Development district.
1. That a public hearing has been set for June 3, 2014, at 9:00 a.m. at Brooks Township Hall, related to the adoption of a proposed ordinance creating the WRTIFA and designating the boundaries of the development area.

Motion by Board Member Ralph Green, supported by Board Member Morgan Heinzman, that this Resolution be adopted.

The vote to approve the above Resolution by Croton Township as follows:

Croton Township
Special Meeting

April 25, 2014

Meeting called to order 7:00 pm

Pledge of Allegiance led by Supervisor Morgan Heinzman.

Members Present: Supervisor Morgan Heinzman, Clerk Debra Wright, Treasurer Kim Edwards, Trustees Ralph Green, and Lonny Hall

Motion by Lonny Hall 2nd by Ralph Green to add discussion about adding a car port at the campground to cover the new equipment. All in favor motion passed.

Motion by Green 2nd by Heinzman to approve consent agenda with changes. All in favor motion passed.

Motion by Green 2nd by Wright to approve up to \$40,000.00 to begin replacing the docks at Croton Township Campground. Roll call vote, Ayes: Hall, Green, Edwards, Heinzman, Wright. Nays: none. Motion passed.

Motion by Hall 2nd by Green to spend up to \$32,000.00 for new truck with plow for the Croton Township Maintenance Department. Roll call vote, Ayes: Edwards, Hall, Green, Wright, Heinzman. Nays: none. Motion passed.

Motion by Green 2nd Heinzman to set public hearing for the creation of Water Resource Tax Increment Financing Authority, WRTIFA and pass resolution 2014-013 "Resolution of Intent" to create and operate a WRTIFA. Roll call vote, Ayes: Wright, Hall, Edwards, Green, Heinzman. Nay: none. Motion passed.

Motion by Edwards 2nd by Heinzman to create a new position as "Fire Department Administrator for the Croton Township Fire Department with the salary of \$1200.00 to be paid quarterly. Roll call vote, Ayes: Hall, Green, Edwards, Heinzman. Nays: none. Absent/Abstain: Wright.

Motion by Green, 2nd by Heinzman to spend up to \$1600.00 for a 16' utility trailer to haul lawn mowers. Ayes: Hall, Green, Edwards, Heinzman. Ayes: none. Motion passed.

Motion by Green 2nd by Hall to purchase mower from Timberland Equipment for \$3679.90. Ayes: Heinzman, Wright, Green, Hall, Edwards. Nays: none. Motion passed.

Motion by Wright 2nd by Edwards to appoint Duane duChemin to the NCRA Board. All in favor motion passed.

Discussion on placing a carport at the Campground for equipment storage.

Motion to adjourn by Green 2nd by Heinzman. All in favor meeting adjourn at 10:45 am.

Recorded and submitted by

Debra Wright, Croton Township Clerk

**CROTON TOWNSHIP
NEWAYGO COUNTY**

Ordinance No. 14-013

Adopted: September 24, 2014
Effective: September 24, 2014

**AN ORDINANCE PURSUANT TO ACT 94 OF THE PUBLIC ACTS OF 2008,
AS AMENDED, TO ESTABLISH A JOINT WATER RESOURCE
IMPROVEMENT TAX INCREMENT FINANCE AUTHORITY BETWEEN
CROTON TOWNSHIP, NEWAYGO COUNTY, AND BROOKS TOWNSHIP,
NEWAYGO COUNTY; TO DEFINE ITS BOUNDARIES, TO PRESCRIBE ITS
POWERS, TO PROVIDE FOR A GOVERNING BOARD, AND TO PROVIDE
FOR OTHER MATTERS**

THE TOWNSHIP OF CROTON, NEWAYGO COUNTY, ORDAINS:

**Section 1. Purpose and Intent; Creation of Joint Water Resource Improvement
Tax Increment Finance Authority.**

This ordinance is adopted pursuant to the authority granted to the Brooks and Croton Township Boards under PA 94 of 2008, as amended (the "Act"), to create and operate a joint Water Resource Improvement Tax Increment Financing Authority, which is hereby established and regulated pursuant to said Act and this ordinance.

Section 2. Name of Authority.

The name of the Water Resource Improvement Tax Increment Finance Authority created by this ordinance shall be the Brooks/Croton Joint Water Resource Improvement Authority, hereinafter referred to as the "Authority".

Section 3. Powers of the Authority.

The Authority shall be a public body corporate and may sue and be sued in any court in this state. The Authority may, within the development area described in Section 5 hereof, and subject to the limitations in this ordinance and the interlocal agreement described in Section 11 hereof, as amended, exercise the powers, duties and responsibilities as set forth in Section 10 of the Act and take any other action permitted by law.

Section 4. Borrowing Money and Issuing Bonds.

The Authority shall not, without the approval of both Township Boards, borrow money or issue revenue bonds or notes.

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The Authority shall be under the supervision and control of a board (the "Authority Board"), as provided in Section 7 of the Act.

(a) The Authority Board shall consist of the Brooks Township Supervisor (or his or her designee), the Croton Township Supervisor (or his or her designee); two (2) members appointed by the Brooks Township Supervisor, subject to approval by the Brooks Township Board; two (2) members appointed by the Croton Township Supervisor, subject to approval by the Croton Township Board; and one (1) member appointed by the Brooks and Croton Township Supervisors, subject to approval by both Township Boards.

(b) Except for the Township Supervisors, whose terms shall be commensurate with his or her terms as Township Supervisor, the term of each appointed member shall be four (4) years or until his or her successor is appointed, except that of the members first appointed, one (1) member shall be appointed, as near as is practical, to each of the following terms: a one (1) year term, a two (2) year term, a three (3) year term, and a four (4) year term.

(c) The Authority Board is subject to the provisions in the Act regarding vacancies, compensation, oaths of office, and removal for cause, as may be addressed or modified in the interlocal agreement described in Section 11 hereof.

(d) The Authority Board may adopt rules of procedure for the transaction of its business.

(e) Following appointment of the members of the Authority Board, the Authority Board shall hold a meeting, which shall open with a call for election of the following Authority Board officers: Chairperson, Vice-chairperson, Secretary, and Treasurer.

Section 8: Employees of the Authority Board; Legal Counsel; Other Personnel.

In addition to any power to elect officers as provided in Section 7(e) hereof, the Authority Board may employ and fix the compensation of other, outside personnel, including but not limited to a director, treasurer, secretary, legal counsel and other personnel as provided in the Act.

Section 9. Sources of Revenue; Permitted Expenditures.

The activities of the Authority shall be financed from one or more of the funding sources set forth in Section 12 of the Act, as amended.

Section 10. Publication Requirements.

This Ordinance shall be filed with the Michigan Secretary of State promptly after its adoption and shall be published at least once in a newspaper of general circulation in each Township.

Section 11. Joint Operation and Administration of the Authority.

The Authority shall be jointly operated and administered by Brooks Township and Croton Township under the terms of this ordinance and an interlocal agreement under the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, being MCL 124.501 *et seq.*, which may be amended from time by the participating Townships.

Section 12. Open Meetings Act; Freedom of Information Act

The business of the Authority shall be conducted at public meetings of the Authority Board held in compliance with the Open Meetings Act, being Act No. 267 of the Public Acts of 1976, as amended. Public notice of the time, date, and place of the meetings shall be given in the manner required by the Open Meetings Act. A writing prepared, owned, used, in the possession of, or retained by the Authority Board in the performance of an official function is subject to the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

Section 13. Duration.

The Authority shall continue in existence from the effective date of this Ordinance, or the date of the Act 7 interlocal agreement referenced in Section 11, whichever is later, until dissolved in the manner provided for by law upon completion of the purposes for which it was organized, or until otherwise terminated pursuant to the terms of the interlocal agreement.

Section 14. Conflicting Ordinances.

All ordinances, or part thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

Section 15. Severability.

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

Section 16. Effective Date.

This Ordinance shall become effective thirty (30) days after publication in a newspaper of general circulation within the Township of Croton, Newaygo County, Michigan.

STATE OF MICHIGAN)

COUNTY OF NEWAYGO)

I, the undersigned, being the duly elected, qualified and acting Clerk of the Township of Croton, County of Newaygo, do hereby certify that the foregoing ordinance was duly adopted by the Township Board of the Township of Croton at a regular meeting of the Township Board held on Sept 24, 2014, which was noticed pursuant to the Open Meetings Act.

By: Debbra Wright
Debbra Wright, Township Clerk

EXHIBIT 3

INTERLOCAL AGREEMENT REGARDING THE BROOKS/CROTON JOINT WATER RESOURCE IMPROVEMENT AUTHORITY

This INTERLOCAL AGREEMENT REGARDING THE BROOKS/CROTON JOINT WATER RESOURCE IMPROVEMENT AUTHORITY (hereinafter "Agreement") is made this 25 day of September, 2014, by and between the TOWNSHIP OF CROTON, Newaygo County, a Michigan general law township (hereinafter "Croton"), and the TOWNSHIP OF BROOKS, Newaygo County, a Michigan general law township (hereinafter "Brooks").

RECITALS

WHEREAS, the Water Resource Improvement Tax Increment Finance Authority Act, Public Act 94 of 2008, as amended (hereinafter "Act 94") authorizes a municipality to establish a water improvement tax increment finance authority to, among other things, promote water resource improvement or access to inland lakes; and

WHEREAS, Act 94 authorizes a municipality that has created an authority under Act 94 to enter into an agreement with an adjoining township that has created an authority to jointly operate and administer those authorities under an interlocal agreement under the Urban Cooperation Act of 1967, being MCL 124.501 *et seq.*, as amended (hereinafter "Act 7"); and

WHEREAS, the Brooks/Croton Joint Water Resource Improvement Authority (hereinafter "Authority") was created by ordinances duly adopted by Croton Township and Brooks Township, adjoining townships, under Act 94; and

WHEREAS, the Authority is a public body corporate with all the powers, duties and responsibilities set forth in Section 10 of Act 94, as amended; and

WHEREAS, each of the parties to this Agreement is a "public agency" as defined in Act 7 with the power to administer and operate the Authority as described in this Agreement; and

WHEREAS, the development area in which the Authority shall exercise its power consists of property situated in and around Pettit Lake, Newaygo County, a portion of which lies in Brooks Township, and a portion of which lies in Croton Township; and

WHEREAS, Croton Township and Brooks Township desire to enter into an interlocal agreement pursuant to Act 7 to jointly create, operate and administer the Authority and exercise the powers shared by the parties through the authority granted by Act 7 and Act 94; and

WHEREAS, each party to this Agreement, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties do hereby agree as follows:

TERMS

1. Recitals. The above recitals are incorporated into the terms of this Agreement as if set out word for word.

2. Parties. The parties to this Agreement are Brooks Township and Croton Township (collectively "Parties", and individually "Party").

3. Creation of the Brooks/Croton Joint Water Resource Improvement Authority. There is hereby created a separate legal entity and public body corporate to be known as the "Brooks/Croton Joint Water Resource Improvement Authority" (the "Authority"), which shall have all of the powers granted by law and in this Agreement.

4. Powers of the Authority. The Authority may exercise, within the development area, and subject to the limitations in this Agreement and the ordinances establishing the Authority, the powers, duties and responsibilities set forth in Section 10 of Act 94, as may be amended from time to time, including but not limited to:

- a. Prepare an analysis of water resource improvement and access to inland lakes issues taking place in the development area.
- b. Study and analyze the need for water resource improvements and lake access in the development area.
- c. Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility that may be necessary or appropriate to the execution of a plan that aids in water resource improvement or access to inland lakes in the development area.
- d. Develop long-range plans for water resource improvement and access to inland lakes within the district.
- e. Implement any plan of development for water resource improvement and access to inland lakes in the development area necessary to achieve the purposes of Act 94 in accordance with the powers of the Authority granted by Act 94.
- f. Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.

- g. Acquire by purchase or otherwise, on terms and conditions and in a manner the Authority considers proper or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in the property, that the Authority determines is reasonably necessary to achieve the purposes of Act 94, and to grant or acquire licenses, easements, and options.
- h. Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, clear, improve, maintain, and repair any public facility, building, and any necessary or desirable appurtenances to those buildings and operate a water resource improvement, as determined by the Authority to be reasonably necessary to achieve the purposes of Act 94, within the development area for the use, in whole or in part, of any public or private person or corporation, or a combination thereof.
- i. Fix, charge, and collect fees, rents, and charges for the use of any facility, building, or property under its control.
- j. Lease, in whole or in part, any facility, building, or property under its control.
- k. Accept grants and donations of property, labor, or other things of value from a public or private source.
- l. Construct public facilities.
- m. Apply for the necessary state and federal permits required for a public facility or a water resource improvement under Act 94.
- n. Adopt a tax increment finance plan or establish a special assessment district.
- o. Take all other actions authorized by law.

5. Additional Powers of the Authority. In carrying out its purposes, the Authority may, to the extent permitted under Act 7, perform, or perform with any person, as applicable, any power, privilege, or authority related to water resource improvement that the Parties share in common and that each might exercise separately. Further, to the extent that state law is enacted or amended subsequent to the execution of this Agreement to provide for powers which may be exercised by the Authority, the parties to this Agreement desire and intend that the Authority be fully empowered and authorized to exercise such powers to the full extent authorized by law from and after such enactment or amendment, without further amendment to this Agreement, subject to the limitations set forth in this Agreement, as may be amended from time to time by the Parties.

6. Development Area. The development area in which the Authority shall exercise its power shall consist of certain property located within the political boundaries

of Brooks Township or Croton Township that is specifically described in **Exhibit A**. The Authority shall have no extraterritorial power or authority outside of the geographic boundaries of the development area.

7. Principal Office. The initial principal office of the Authority is 490 Quarterline Road, P.O. Box 625, Newaygo, Michigan 49337, or such other location as may be determined from time to time by the Authority Board. All expense items of the Authority shall be publicized monthly at the principal office.

8. Authority Assets. Except as otherwise provided under the terms of a transfer and/or funding from a Party to this Agreement or from a person to the Authority, the Authority shall have exclusive title to all its property.

9. Independent Contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to each other shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right or benefit arising out of any employer/employee relationship either express or implied shall arise or accrue to any Party as a result of this Agreement.

10. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Agreement, and/or any other right of any kind, in favor of any person.

11. Financing Sources. The activities of the Authority may be financed from one or more of the following sources, as provided in Section 12 of Act 94:

- a. Donations to the Authority for the performance of its functions.
- b. Money borrowed and to be repaid as authorized by Sections 13 and 14 of Act 94. However, the Parties to this Agreement agree that the Authority shall not, without the approval of both Township Boards, borrow money or issue revenue bonds or notes.
- c. Revenues from any property, building, or facility owned, leased, licensed, or operated by the Authority or under its control, subject to the limitations imposed upon the authority by trusts or other agreements.
- d. Proceeds of a tax increment financing plan established under Sections 15 to 17 of Act 94.
- e. Proceeds from a special assessment district created as provided by law.

- f. Money obtained from other sources approved by the governing bodies of each Party, or otherwise authorized by law for use by the Authority or the Parties to finance the activities of the Authority.

12. Bonds or Notes. The Authority may, with approval of both the Brooks Township and Croton Township Boards, borrow money and issue revenue bonds or notes in accordance with and subject to Sections 13 and 14 of Act 94 and the Revenue Bond Act of 1933, 1933 PA 94, MCL 141.101 to MCL 141.140, as amended. Bonds or notes issued by the Authority are the debt of the Authority and not of the Parties. Bonds or notes issued by the Authority are for an essential public and governmental purpose.

13. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law. In accordance with Act 7, the Authority shall not be operated for profit, and it shall perform governmental and not proprietary functions.

14. Development Plan; Tax Increment Financing Plan. If the Authority Board decides to finance a project in the development area by the use of revenue bonds or tax increment financing under Act 94, it shall prepare a development plan pursuant to Section 18 of Act 94. The development plan shall be submitted to the Parties for approval prior to implementation and shall include the following:

- a. The designation of boundaries of the development area in relation to highways, streets, streams, lakes, other bodies of water, or otherwise.
- b. The location and extent of existing streets and other public facilities within the development area, designating the location, character, and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses, and including a legal description of the development area.
- c. A description of existing improvements in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion.
- d. The location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion.
- e. A statement of the construction or stages of construction planned, and the estimated time of completion of each stage.
- f. A description of any parts of the development area to be left as open space and the use contemplated for the space.

- g. A description of any portions of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.
- h. A description of desired zoning changes and changes in streets, street levels, intersections, or utilities.
- i. An estimate of the cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange the financing.
- j. Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.
- k. The procedures for bidding for the leasing, purchasing, or conveying in any manner of all or a portion of the development upon its completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.
- l. The requirement that amendments to an approved development plan or tax increment plan must be submitted by the authority to the governing body for approval or rejection.
- m. The water resource improvements that will be made in the development area.
- n. Other material that the Authority, local public agency, or governing body considers pertinent.
- o. Based on consultation with the affected state and federal authorities, an identification of the permits the Authority Board believes necessary to complete the proposed public facility and an explanation of how the proposed public facility will meet the requirements necessary for issuance of each permit.

15. Tax Increment Financing. If the Authority intends to include tax increment financing as a financing mechanism under Act 94, the Parties shall adopt a tax increment financing and development plan pursuant to the procedures set forth in Act 94, to be administrated by the Authority.

16. Authority Board. The Authority shall be under the supervision and control of a board (the "Authority Board").

- a. The Authority Board shall consist of the following members:

- i. Brooks Township Supervisor (or his or her designee);
 - ii. Croton Township Supervisor (or his or her designee);
 - iii. Two (2) members appointed by the Brooks Township Supervisor, subject to approval by the Brooks Township Board; and
 - iv. Two (2) members appointed by the Croton Township Supervisor, subject to approval by the Croton Township Board.
 - v. one (1) member appointed by the Brooks and Croton Township Supervisors, subject to approval by both Township Boards.
- b. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the development area. At least one (1) of the members shall be a resident of the development area or of an area within 1/2 mile of any part of the development area.
 - c. Except for the Township Supervisors, whose terms shall be commensurate with his or her terms as Township Supervisor, the term of each appointed member shall be four (4) years or until his or her successor is appointed, except that of the members first appointed, one (1) member shall be appointed, as near as is practical, to each of the following terms: a one (1) year term, a two (2) year term, a three (3) year term, and a four (4) year term.
 - d. A vacancy on the Authority Board occurring otherwise than through the expiration of a member's term shall be filled for the unexpired term in the same manner as the original appointment.
 - e. Members of the Authority Board shall serve without compensation, but shall be reimbursed for actual and necessary expenses.
 - f. The Authority Board, at an annual meeting, shall elect a Chairperson, Vice-Chairperson, a Secretary and a Treasurer who
 - g. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office.
 - h. After having been given notice and an opportunity to be heard, a member of the Authority Board may be removed for cause by the appointing authority.
 - i. The Authority Board may adopt rules of procedure for the transaction of its business.

- j. All expense items of the Authority shall be publicized monthly and the financial records shall always be open to the public.
- k. A writing prepared, owned, used, in the possession of, or retained by the Authority Board in the performance of an official function is subject to the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

17. Employees; Other Personnel.

In addition to any power to elect officers, the Authority Board may employ and fix the compensation of other, outside personnel, including but not limited to a director, treasurer, secretary, legal counsel and other personnel as provided in Act 94:

- a. *Director.* The Authority Board may employ and fix the compensation of a director, subject to the approval of the township boards. The director shall be the chief executive officer of the Authority, and shall serve at the pleasure of the Authority Board. A member of the Authority Board is not eligible to hold the position of director. Before beginning his or her duties, the director shall take and subscribe to the constitutional oath, and furnish and file with the township clerks a bond in the sum of \$5,000, or some other amount as determined by the Townships, payable to the Authority for use and benefit of the Authority. The premium on the bond shall be considered an operating expense of the Authority, payable from funds available to the Authority for expenses of operation. The director shall furnish the Authority Board with information or reports governing the operation of the Authority as the Authority Board requires.
- b. *Treasurer.* The Authority Board may employ and fix the compensation of a treasurer, who shall keep the financial records of the Authority and who, together with the director, shall approve all vouchers for the expenditure of funds of the Authority. The treasurer shall perform all duties delegated to him or her by the Authority Board and shall furnish bond in an amount prescribed by the Authority Board.
- c. *Secretary.* The Authority Board may employ and fix the compensation of a secretary, who shall maintain custody of the official seal and of records, books, documents, or other papers not required to be maintained by the treasurer. The secretary shall attend meetings of the Authority Board and keep a record of its proceedings and shall perform other duties delegated by the Authority Board.
- d. *Legal Counsel.* The Authority Board may retain legal counsel to advise the Authority Board in the proper performance of its duties. The legal counsel shall represent the Authority in actions brought by or against the Authority.

- e. Other personnel. The Authority Board may employ other personnel considered necessary by the Authority Board.

18. Meetings; Officers; Records. The Authority Board shall meet at least annually at the place, date, and time as the Authority Board shall determine. Following appointment of the members of the Authority Board, the Authority Board shall hold a meeting, which shall open with a call for election of the following Authority Board officers: Chairperson, Vice-chairperson, Secretary, and Treasurer. Said officers shall hold their offices for one year or until their successors are duly elected, and shall exercise such powers and perform such duties as shall be determined from time to time by the Authority Board. The business of the Authority shall be conducted at public meetings of the Authority Board held in compliance with the Open Meetings Act, being Act No. 267 of the Public Acts of 1976, as amended. Public notice of the time, date, and place of the meetings shall be given in the manner required by the Open Meetings Act. A writing prepared, owned, used, in the possession of, or retained by the Authority Board in the performance of an official function is subject to the Freedom of Information Act, being Act No. 442 of the Public Acts of 1976, as amended.

19. Quorum and Voting. A majority of the Authority Board then in office and present in person shall be required to constitute a quorum for the transaction of business, and a majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business.

20. Conflicts of Interest. The Authority Board may adopt policies and procedures requiring periodic disclosure of relationships which may give rise to conflicts of interest. The policies and procedures shall require that a member of the Authority Board or the Officer who has a direct or indirect interest in any matter before the Authority disclose the member's interest and any reasons reasonably known to the officer or member of the Authority Board why the transaction may not be in the best interest of the public before the Authority Board takes any action with respect to the matter. The disclosure shall become part of the record of the Authority's proceedings.

21. Duration. The Authority shall continue in existence until dissolved in the manner provided for by law upon completion of the purposes for which it was organized, or until otherwise terminated pursuant to the terms of this Agreement.

22. Withdrawal; Termination. A Party may withdraw from this Agreement at any time upon 6 months' advance written notice to the Authority. If a Party withdraws from this Agreement, the Authority shall not exercise any power or authority within the boundary of the withdrawing Party; provided that if the Authority has incurred debts or obligations which also are debts or obligations of a Party on account of having been expressly authorized by the Party in accordance with Act 7, Act 94 or this Agreement, the Party shall remain obligated for any such payment following its withdrawal from the Agreement; and provided further that the withdrawal of a Party shall not invalidate nor terminate prior to its stated termination date any development plan or tax increment financing plan, or the collection of tax increment revenues, or any other incentive previously established or granted prior to the withdrawal of the Party, and the

withdrawing Party shall be deemed to remain a Party if necessary for the limited purpose of preserving any of the foregoing incentives. Withdrawal by a Party terminates the Agreement and, as soon as possible after termination, the Authority shall wind up its affairs as follows:

- a. All of the Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets shall be paid first; and
- b. The remaining assets, if any, shall be distributed among the Parties in accordance with Act 7 or other relevant law.

23. Annual Budget. The Authority shall prepare and submit a budget to the Parties for approval before the beginning of each fiscal year. The fiscal year of the Authority shall begin on July 1 of each year and end on June 30 of each year, or be such other fiscal year as may be determined from time to time by the Authority Board.

24. Disbursement of Funds. The Authority may require that disbursement of tax increment revenues or other Authority funds be done pursuant to a Development and Reimbursement Agreement or similar agreement between the Authority and the person to whom the tax increments or other funds are being paid. The costs incurred by the Parties in creating the Authority, and other costs including the types of costs described in Section 21 of Act 94, and administrative and legal fees incurred throughout the duration of the Authority, shall be paid out of the funds of the Authority. If funds are available, the costs incurred in creating the Authority shall be paid from Authority funds before any Authority funds are disbursed to any other persons. If, within 12 months of creating the Authority, the Authority has no funds out of which to reimburse the Parties for the administrative costs and legal fees incurred in creating the Authority, the Parties agree to share those costs equally, and each Party agrees to reimburse the other Party as may be necessary, within 60 days.

25. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected but will be enforced to the extent permitted by law.

27. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases

be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

28. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.

29. Amendment. This Agreement may be amended upon written agreement of all Parties.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered equally authentic and together shall be deemed to be one in the same document.

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

TOWNSHIP OF BROOKS

Dated: _____ By: _____
Its: _____

Dated: _____ By: _____
Its: _____

TOWNSHIP OF CROTON

Dated: 9-25-14 By: Debbie Wright
Its: Clerk

Dated: 9-25-14 By: [Signature]
Its: Super Visor

EXHIBIT A

Parcel 1:

PPN: 62-19-25-200-023

Parcel 1: Part of the Northeast 1/4 of Section 25, Town 12 North, Range 12 West, Brooks Township, Newaygo County, Michigan, described as commencing on the North Right of Way line of M-82 (82nd Street); thence South 00 degrees 09' 55" West along the North-South 1/4 line 1171.99 feet and North 87 degrees 18' 22" East 365.32 feet from the North 1/4 corner; thence North 00 degrees 00' 17" East 697.38 feet; thence North 88 degrees 10' 03" East parallel to North Section line 1265.73 feet; thence North 00 degrees 00' 17" East 338.78 feet; thence North 88 degrees 10' 03" East 325.60 feet; thence North 00 degrees 00' 17" East 132 feet to the North Section line; thence West along the Section line to the Southeasterly Right of Way of Pettit Lake Drive; thence Southwesterly along the Right of Way to the West line of the East 30 acres of the Northwest 1/4 of the Northeast 1/4; thence South along said West line to the North Right of Way line of M-82; thence East along the Right of Way to the point of beginning.

Parcel 2:

PPN: 62-20-19-300-001

Parcel 2: All that part of Government Lots 1 and 2 of Section 19, Town 12 North, Range 11 West, Croton Township, Newaygo County, Michigan, lying South of the East-West 1/4 line of said Section 19, Town 12 North, Range 11 West, except a strip of land 200 feet wide across Government Lot 1 described as commencing 751.66 feet East of the West 1/4 Post; thence East 299.22 feet; thence South 45 degrees 44' 10" West 1460.65 feet to the West Section line; thence North along the Section line 278.16 feet; thence North 45 degrees 44' 10" East 1044.78 feet to the point of beginning.

Parcel 3:

PPN: 62-19-24-400-005

Parcel 3: That part of Government Lot 7 of Section 24, Town 12 North, Range 12 West, Brooks Township, Newaygo County, Michigan, lying South of the East-West 1/4 line and also Government Lot 8 of said Section 24, Town 12 North, Range 12 West, except a strip of land commencing South 0 degrees 14' 00" East 698.81 feet from the East 1/4 corner; thence South 45 degrees 44' 10" West 530.04 feet; thence South 48 degrees 59' 18" West 2526.24 feet to the South Section line; thence North 87 degrees 59' 30" East along the Section line 16.47 feet; thence South 00 degrees 03' 03" East 251.12 feet; thence North 48 degrees 59' 18" East 2683.74 feet; thence North 45 degrees 44' 10" East 342.39 feet; thence North 0 degrees 14' 00" West 278.16 feet to the Beginning. Also except commencing South 00 degrees 14' 00" East 976.97 feet and South 45 degrees 44' 10" West 342.39 feet and South 48 degrees 59' 18" West 60 feet from the Northeast corner of the Southeast 1/4; thence South 48 degrees 59' 18" West 400 feet; thence South 41 degrees 00' 42" East 107 feet to the Lake; thence Northeasterly along the Lake 400 feet, more or less to a point lying South 41 degrees 00' 42" East of the point of beginning; thence North 41 degrees 00' 42" West 125 feet, more or less to the point of beginning.

Parcel 4:

PPN: 62-19-24-400-006

Parcel 4: Part of Government Lot 8 of Section 24, Town 12 North, Range 12 West, Brooks Township, Newaygo County, Michigan, described as commencing South 00 degrees 14' 00" East 976.97 feet and South 45 degrees 44' 10" West 342.39 feet and South 48 degrees 59' 18" West 60 feet from the Northeast corner of the Southeast 1/4; thence South 48 degrees 59' 18" West 400 feet; thence South 41 degrees 00' 42" East 107 feet to the Lake; thence Northeasterly along the Lake 400 feet, more or less to a point lying South 41 degrees 00' 42" East 125 feet, more or less from the point of beginning; thence North 41 degrees 00' 42" West 125 feet, more or less to the point of beginning.