

**OFFICIAL MINUTES
MAYVILLE VILLAGE COUNCIL
JULY 12, 2022
(Official)**

The Village Council of Mayville, Michigan held a Meeting at Mayville Fire Department on July 12th, 2022. The meeting was called to order at 7:00 p.m. by Barbara Valentine, Village President, with the following officers and Trustees present: Steve Charette, Sue Marlow, Susan Shaver, Kelly Torrey

Absent - None

Employees Present – Police Chief Louis Cook, Treasurer Kirstie Troup and Clerk Kayla Reed

Guests – 12

Pledge of Allegiance - Invocation - led by Police Chief Louis Cook

Public Comments - None

Resolution for 6104 Fulton St. Purchase -

Motion by Torrey, 2nd by Shaver to Accept and Adopt the Resolution to purchase certain real property and to empower President Pro Tem, Steve Charette, to effectuate purchase on behalf of the Village of Mayville

Roll call vote - Shaver- Y Torrey - Y Marlow- N Charette - Y Valentine - Y

Motion carried

****** SEE ATTACHED RESOLUTION ******

VILLAGE OF MAYVILLE
TUSCOLA COUNTY, MICHIGAN

RESOLUTION TO PURCHASE CERTAIN REAL PROPERTY AND TO EMPOWER
PRESIDENT PRO TEM, STEVE CHARETTE, TO EFFECTUATE PURCHASE ON
BEHALF OF VILLAGE OF MAYVILLE

RESOLUTION NO. 22-0712

DATED: 7/12/2022

At a regular meeting of the Village of Mayville Village Council, Tuscola County, Michigan, held at the Village of Mayville Fire Hall, 6044 Trend St., Mayville, MI 48744 on the 12th day of July 2022, at 7:00 p.m. the following Resolution was introduced and adopted:

PRESENT: charette, marlow, shaver, torrey, valentine

ABSENT: none

RESOLUTION TO PURCHASE CERTAIN REAL PROPERTY AND TO EMPOWER
PRESIDENT PRO TEM, STEVE CHARETTE, TO EFFECTUATE PURCHASE ON BEHALF
OF VILLAGE OF MAYVILLE

WHEREAS, the Village of Mayville desires to purchase certain real property located in the Village of Mayville, to wit: Certain Real Property commonly known as 6104 Fulton Street, Mayville, MI 48744 as well as two adjacent parcels used as parking lots (collectively known as the "Subject Property").

WHEREAS, the Village of Mayville has executed a Purchase Agreement to purchase the Subject Property for \$260,000.

WHEREAS, the Village of Mayville desires for the Village of Mayville President Pro-Tem, Steve Charette, to be empowered to execute any and all documents necessary to close on and effectuate the purchase of the Subject Property.

WHEREAS, the Village of Mayville Village Council has determined that purchasing the Subject Property and empowering Steve Charette to effectuate the purchase on behalf of the Village of Mayville will benefit the health, safety, and welfare of the residents and property owners of Village of Mayville.

NOW, THEREFORE, BE IT RESOLVED:

1. The Village of Mayville Village Council hereby authorizes and approves the purchase of the Subject Property by the Village for the sum of \$260,000.00.

2. The Village of Mayville empowers Village of Mayville President Pro-Tem, Steve Charette, to execute any and all documents necessary to close on and effectuate the purchase of the Subject Property.

3. All resolutions or parts of resolutions insofar as they conflict with the provisions hereof are rescinded to the extent of such conflict.

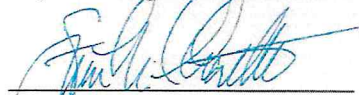
This RESOLUTION was offered by Council member Torrey, supported by Council member Shaver at a meeting on July 12, 2022. The members of the Village Council voted as follows:

YEAS: Members Shaver, Torrey, Charette,
Valentine


NAYS: Members Marlow

ABSTAIN: Members _____

The foregoing Resolution was duly adopted at a regular meeting of the Village of Mayville Village Council held on the 12th day of July 2022.



Steve Charette
President Pro-Tem of the Village of Mayville



Kayla Reed
Clerk of the Village of Mayville

RESOLUTION DECLARED ADOPTED: CERTIFICATION

I, Kayla Reed, Clerk of the Village of Mayville, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted at a regular meeting of the Village of Mayville Village Council held on July 12, 2020; that the meeting was conducted and public notice of the meeting was given pursuant to and in compliance with the Michigan's Open Meetings Act; that a quorum of the Council was present and voted in favor of the resolution; and that the minutes of the meeting will be or have been made available as required by the Open Meetings Act.

Kayla Reed
Clerk
Village of Mayville
Tuscola County, Michigan

Motion by Torrey, 2nd by Charette to Accept the proposed commercial unsecured loan offer of \$260,000 with Frankenmuth Credit Union but backed by full faith and credit of the Village of Mayville. 20 year at 5.25% fixed

Roll call vote - Torrey - Y Marlow- N Charette - Y Shaver- Y Valentine - Y

Motion carried

FRANKENMUTH CREDIT UNION

P.O. BOX 209
580 N. MAIN ST.
FRANKENMUTH, MI 48734

COMMITMENT LETTER

July 12, 2022

Re: Proposed Loan by Frankenmuth Credit Union ("Lender"), to the Village of Mayville (Borrower), 6104 Fulton St., Mayville, MI 48744-0219.

This is an offer by the Lender to make a loan to the Borrower, subject to the terms, provisions, limitations, and conditions contained herein:

1. **Loan Amount:** \$260,000 Commercial unsecured term loan
2. **Interest Rate:** 5.25% fixed
3. **Term:** 20 Year Amortization, 5 Year Balloon (No prepayment penalty).
4. **Payments:** Monthly payments of \$1,752.00, more or less, depending on final amortization. Other payment options also available, depending on length of amortization and frequency of payment each year.
5. **Security:** Unsecured, but backed by "full faith and credit" of the Village of Mayville.
6. **Purpose:** Purchase real estate in Mayville, MI., to become the administrative offices of the Village of Mayville.
7. **Other:**

A. Evidence of approval of and authorization of officers signing on behalf of the Township, represented in minutes and resolution to borrow, along with providing written support of the full faith and credit of the Linwood Metropolitan District.

B. Approval and use of all loan documents by Village of Mayville legal counsel

Estimated Closing Costs:

- \$ 1,000.00 Frankenmuth Credit Union Closing Fee
- \$ 300.00 Other costs associated with completion of documentation

8. **Acceptance of Offer:** This offer must be accepted in writing not later than July 31, 2022, and will be deemed accepted only when executed and returned to the Lender's office at 580 N. Main St., Frankenmuth, MI 48734. (Fax at 989-497-1660, or scan to dkrafft@frankenmuthcu.org, is also acceptable)
9. **Loan Closing:** This loan shall be closed not later than one month following receipt of all documents necessary to support loan. The Lender may extend this closing date at its option.
10. **Covenants:** So long as Borrower is indebted to Lender, the Borrower shall:
 - 10.1 Maintain, preserve, and keep its buildings and properties and every part thereof in good repair, working order, and condition and from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements thereof, so that at all times, the efficiency thereof shall be fully preserved and maintained.
 - 10.2 Maintain insurance against fire, theft, and other casualty on its insurable real and personal property at full replacement cost from companies acceptable to the Lender against liability on account of damage to persons or property as required under all workmen's compensation laws. Also, Borrower shall maintain any other insurance as may from time to time be reasonably requested by the Lender and shall deliver certified copies of all such insurance policies to the Lender, naming Frankenmuth Credit Union as loss payee.
 - 10.3 Duly pay and discharge or cause to be paid and discharged all taxes, assessments, and other governmental charges imposed upon it and its properties or any part thereof, or upon the income or profits therefrom, as well as all claims for labor, materials, or supplies, which if unpaid could become a lien or charge upon its property, except such items as are being in good faith appropriately contested and for which the Borrower has provided adequate reserves.
 - 10.4 Carry on and conduct its business in substantially the same manner and in substantially the same areas as such business is now and has previously been carried on, and maintain its legal existence, and comply with all valid and applicable statutes, rules and regulations.
 - 10.5 Maintain a standard, modern system of accounting; deliver to Lender financial reports in form satisfactory to Lender as Lender may request from time to time, including but not limited to: Annual audit of the Village of Mayville, and permit the duly authorized

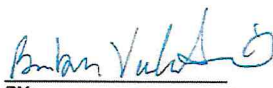
- representative(s) of Lender at all reasonable times to examine and inspect any of the Borrower's property wherever same may be located.
- 10.6 Borrower shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all environmental laws, ordinances, rules and regulations and shall keep all of its real and personal property or any interest therein (the "Property") free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations and deliver to Lender such reports and information in form satisfactory to Lender as Lender may request from time to time to establish compliance with this covenant.
- 10.7 Borrower shall comply with all applicable federal, state and local laws, ordinances, rules and regulations concerning wage payments, minimum wages, overtime laws, and payment of withholding taxes, and deliver to Lender such reports and information in form satisfactory to Lender as Lender may request from time to time to establish compliance with such laws.
- 10.8 If real or personal property, or both, or any interest therein is mortgaged, conveyed, or assigned or a security interest granted therein by the Borrower to the Lender as security for payment of the Loan:
 (a) Borrower shall comply with all warranties, covenants and representations of such mortgage, security agreement, conveyance or assignment which warranties, covenants and representations are incorporated by reference herein in their entirety;
- 10-9 The Lender shall not be required to make any advance or loan to the Borrower if the Borrower does not complete, execute and return the Questionnaire for each location of the Property with this letter or if in the opinion of the Lender, there exists an uncorrected violation of any Environmental Law (as defined in the General Conditions), or other applicable environmental law or regulation, or any environmental condition which may impair the value of the Property or which may impair the Borrower's financial viability, which requires, or may require, a cleanup, removal or other remedial action by the Borrower or in connection with the Property or its operation under any Environmental Law.
11. **Other Terms and Conditions:**
- 11.1 Nothing contained in this Agreement or any exhibit attached hereto or any agreement given pursuant hereto shall be deemed or construed as creating any relationship other than that of borrower and lender. There is no partnership or joint venture between the Lender and Borrower, or between the Lender and any other person and the Lender is not responsible in any way for the debts or obligations of the Borrower or any other person. Nothing in this letter or any attachments makes the Lender a fiduciary for the Borrower or any other person.
- 11.2 This letter is personal to the parties hereto and is for their sole benefit and is not made for the express or implied benefit of any other person or entity.
- 11.3 Any appraisals of the Borrower's property or evaluation of the potential profitability of the enterprise to be engaged in by the Borrower in connection with the extension of credit or proposed extension of credit from the Lender to the Borrower, are for the sole benefit of the Lender and do not constitute a representation of the likelihood of financial viability of such enterprise by the Lender to the Borrower.
- 11.4 This letter, if accepted by the Borrower, constitutes the entire agreement between the Lender and Borrower. Any and all prior, contemporaneous, oral or written agreements, understandings, statements, customs or practices between the Lender and the Borrower pertaining to the transaction herein described are merged herein. No parties have made any representations, warranties or inducements, express or implied, to any other party, except as expressly set forth herein.
- 11.5 The terms of this letter may not be modified, waived, discharged or terminated orally, except by an instrument in writing signed by Borrower and the Lender.

Accepted and approved this 12th day of July 2022.

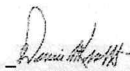
BORROWER:

Village of Mayville

Frankenmuth Credit Union



BY: Village President
 Its: Village President



BY: Dennis Krafft
 Its: Business Loan Officer

Resolution to extend Bond Anticipation Note for Lagoon Project -

Motion by Charette, 2nd Shaver to Approve & Adopt Resolution Authorizing Second Addendum to Series 2020 Note.

RESOLUTION AUTHORIZING SECOND ADDENDUM TO SERIES 2020 NOTE

At a meeting of the Village Council of the Village of Mayville, Tuscola County, Michigan, held on July 12, 2022.

PRESENT: Charette, Marlow, Shaver, Torrey, Valentine

ABSENT: none

The following resolution was moved by Charette and seconded by Shaver:

WHEREAS, pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), the Village Council of the Village of Mayville (the "Village") has previously determined to undertake public improvements to its sewage disposal system consisting of acquiring and constructing upgrades to the existing wastewater collection system and lagoon treatment system (the "Project"); and

WHEREAS, the Village has previously issued its Bond Anticipation Note, Series 2020 to Mayville State Bank (the "Purchaser") on August 12, 2020 in the principal amount of \$415,000 to pay for certain preliminary costs of acquiring and constructing the Project, which note has been subsequently amended by a first addendum thereto (as amended, the "Series 2020 Note"); and

WHEREAS, the Series 2020 Note presently bears interest at 1.24% per annum, maturing and payable on September 1, 2022; and

WHEREAS, the Series 2020 Note was issued in anticipation of and is payable out of the proceeds of bonds (the "Bonds") to be issued by the Village to provide the permanent financing for the Project; and

WHEREAS, the Bonds are not expected to be issued on or before September 1, 2022, and the Purchaser has agreed to extend the interest payment date and maturity of the Series 2020 Note from September 1, 2022 to November 15, 2022, bearing interest during such period at the existing rate of 2.50% per annum; and

WHEREAS, the Village desires to extend the maturity of the Series 2020 Note as hereinafter provided.

THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF MAYVILLE, TUSCOLA COUNTY, MICHIGAN, as follows:

1. The President and the Village Clerk hereby authorized to execute and deliver an addendum to the Series 2020 Note to the Purchaser (the "Second Addendum") on or before September 1, 2022 for the purpose of extending the maturity date of the Series 2020 Note from September 1, 2022 to November 15, 2022, and amending and changing the interest rate on the Series 2020 Note to 2.50% per annum. All other terms of the Series 2020 Note shall remain the same. The Second Addendum shall be in substantially the form attached hereto as Exhibit A.

2. The Village Treasurer is authorized to pay the interest due on the Series 2020 Note on September 1, 2022, at the rate of 1.24%, from available funds.

3. All orders and parts of orders insofar as they may be in conflict herewith are hereby rescinded.

AYES: charette, shaver, torrey, valentine

NAYS: marlow

ABSTAIN: none

RESOLUTION DECLARED ADOPTED.

EXHIBIT A
FORM OF ADDENDUM

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF TUSCOLA
VILLAGE OF MAYVILLE
BOND ANTICIPATION NOTE, SERIES 2020

SECOND ADDENDUM

The Interest Rate specified in the note to which this Second Addendum is attached is hereby amended and changed to 2.50%.

The Maturity Date specified in the note to which this Second Addendum is attached is hereby amended and changed to November 15, 2022, and the first paragraph of the note to which this Second Addendum is attached are hereby amended to read as follows:

The Village of Mayville, County of Tuscola, Michigan (the "Village"), acknowledges itself indebted to, and for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on November 15, 2022, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this note at the office of the Village Treasurer of the Village of Mayville, Michigan, the note registrar and paying agent, and to pay to the Registered Owner, by check or draft drawn upon and mailed by the note registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the Village's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on November 15, 2022. Principal and interest are payable in lawful money of the United States of America.

* * * * *

Except as modified by this Second Addendum, all other terms and conditions of the note to which this Second Addendum is attached shall remain unchanged.

IN WITNESS WHEREOF, the Village of Mayville, County of Tuscola, Michigan, has caused this Second Addendum to be executed in its name by the manual signatures of the President and the Village Clerk, as of this 1st day of September, 2022.

VILLAGE OF MAYVILLE

By: Hayden Reed
Village Clerk

By: Robert Vukobratovic
President

STATE OF MICHIGAN)
) ss:
COUNTY OF TUSCOLA)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Village Council of the Village of Mayville, Tuscola County, Michigan, held on July 12, 2022, the original of which resolution is on file in my office. I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

Kayla Reed
Village Clerk
Village of Mayville

4859-4692-8679 v1 [56753-2]

Roll call vote - Charette - Y Shaver- Y Marlow- N Torrey - Y Valentine - Y

Motion carried

Adjournment – Moved by Charette and 2nd by Shaver to adjourn the meeting at 7:16 pm.

Yays - 5 Nays – 0 Meeting Adjourned.

Kayla Reed
Kayla Reed
Village Clerk

Barbara Valentine
Barbara Valentine
Village President