

Village of Spring Lake

Council Work Session

September 10, 2018

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)
Spring Lake, MI 49456

www.springlakevillage.org

1	7:00 p.m. – Seventh Amendment to Restated Contract & Wastewater Treatment & Collection System 2018 Improvements Contract Council needs to approve the Seventh Amendment to the Restated Contract and the Wastewater Treatment & Collection System 2018 Improvements Contract (bonding) for the Sewer Authority for the Village to move forward on the sewer project.
2	7:05 p.m. – Water Ordinance Amendment Staff is recommending two minor changes to the Water Ordinance to clarify who pays for repairs between the main and the structure.
3	7:10 p.m. – Infrastructure Funding Options (Marv Hinga) This is an ongoing discussion that Council will have until such time they have determined how to pay for extensive infrastructure needs within the Village.
4	7:56 p.m. – Budget Amendments (Marv Hinga) Prior to the work session, the Finance Committee will review proposed budget amendments and make recommendations regarding such.
5	7:58 p.m. – You Make the Difference Award – Brian Grabinski Back in February 2017 I reached out to Brian Grabinski regarding the sign that hung on the front of Village Hall that was crafted by his father. It was in desperate need of some attention and it was important to be respectful of the original craftsmanship. Needless to say, Brian offered to restore the sign. It took 2 summers and lots of emails, but it finally happened. Brian and his mom delivered the sign to the Village a couple of weeks ago. When asked for an invoice, Brian replied, "I can't accept payment for this.

	I was happy to do it." It would be appropriate to recognize Brian for his work and contribution to the Village.
6	<p>8:00 p.m. – Short-term Rental Ordinance</p> <p>Attorney Ron Bultje has been working on a preliminary draft of a short-term rental (STR) ordinance for Council to review. Ron will be attending the SLT Board Meeting from 7:00 p.m. until 8:00 p.m. He will arrive at our work session at 8:00 p.m. (or perhaps a few minutes prior.)</p>
7	<p>8:30 p.m. – Communications</p> <ul style="list-style-type: none"> • Complaint - Pickleball • Letter – 110 W. Exchange • Letter – 120 N. Lake • Letter – 406 E. Savidge • Letter – 510 River • Library Calendar
8	<p>8:32 p.m. - Minutes</p> <p>Minutes of the August 13, 2018 Work Session and August 20, 2018 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to September 14, 2018.</p>
9	<p>8:33 p.m. - Public Comment</p> <p>Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes.</p>
10	<p>8:36 p.m. – Adjourn</p>

Ottawa County Road Commission

14110 Lakeshore Drive
P.O. Box 739
GRAND HAVEN, MI 49417
Phone (616) 842-5400 Fax (616) 850-7237

MEMORANDUM

To: Grand Haven – Spring Lake Sewer Authority
Grand Haven City
Grand Haven Charter Township
Spring Lake Township
✓ Spring Lake Village
Ferrysburg City

From: Patrick J. Staskiewicz, P.E.
Public Utilities Director PSS

Date: August 16, 2018

Re: Grand Haven – Spring Lake Sewer Authority
Seventh Amendment to Restated Contract

On August 15, the Grand Haven – Spring Lake Sewer Authority Board approved the Seventh Amendment to Restated Contract, a copy of which is attached. Please present this contract to your municipality for approval at the next available meeting.

Upon approval, I have enclosed 8 copies of the signature page for execution of the contract. Please sign and return all copies to me and we will compile an original signature copy of the contract for each party. Please call me at 616-850-7208 and we will arrange to pick up the documents when they are complete. If you have any questions or concerns, please feel free to contact me.

SEVENTH AMENDMENT TO RESTATED CONTRACT

THIS SEVENTH AMENDMENT TO RESTATED CONTRACT, dated for reference purposes as of _____ 2018, is by and among the GRAND HAVEN-SPRING LAKE SEWER AUTHORITY, a Michigan public body corporate, of 1525 Washington Street, Grand Haven, Michigan (the "Authority"), the CITY OF GRAND HAVEN, a Michigan municipal corporation, of 519 Washington Street, Grand Haven, Michigan (the "City"), the VILLAGE OF SPRING LAKE, a Michigan municipal corporation, of 102 West Savidge Street, Spring Lake, Michigan (the "Village"), the TOWNSHIP OF SPRING LAKE, a Michigan public body corporate, of 106 South Buchanan Street, Spring Lake, Michigan ("S.L. Township"), the CITY OF FERRYSBURG, a Michigan municipal corporation, of 17290 Roosevelt Road, Ferrysburg, Michigan ("Ferrysburg"), the CHARTER TOWNSHIP OF GRAND HAVEN, a Michigan public body corporate, of 13300- 168th Avenue, Grand Haven, Michigan ("G.H. Township"; Collectively the City, Village, Spring Lake Township, Ferrysburg and Grand Haven Township or sometimes referenced as the "Constituent Municipalities"), and the COUNTY OF OTTAWA, a public body corporate created under the provisions of the Michigan Constitution, acting by and through its Board of County Road Commissioners, of P.O. Box 739, Grand Haven, Michigan (the "County"), and is made with reference to the following facts and circumstances:

- A. The parties have previously entered into a Restated Contract dated May 27, 1986 (the "Restated Contract");
- B. The parties have also previously entered into six amendments to the Restated Contract; and
- C. The parties desire to further amend the Restated Contract as is provided below.

In consideration of the mutual covenants and agreements contained in this Seventh Amendment and in the Restated Contract, IT IS AGREED:

1. That a new paragraph, paragraph 6B, shall be added to the Restated Contract after paragraph 6A and before paragraph 7. This new paragraph 6B shall provide in its entirety as follows:

6B. 2018 Bond Project.

A. Subject to the negotiation of the necessary contractual documentation among the parties, the parties state their intent to use the sale of County Act 342 bonds (for purposes of this paragraph 6B, the "2018 Bonds" or the "2018 Bond issue") to obtain the cash necessary to fund five projects referenced as:

1. Spring Lake Lift Station/ Force Main (SL SL/FM)
2. Headworks
3. Local Lift Station (Local LS)
4. Ferrysburg Lift Stations (FB LSs)
5. Grand Haven Lift Station (GH LS)

The five projects listed above are further described in **Exhibit 7F** and referred to herein as the “2018 Bond Projects.” The total estimated cost of the five projects is set forth in **Exhibit 7G**.

B. The parties intend that repayment of principal, interest and related costs (including agency and transfer fees, and other out-of-pocket expenses) and charges payable because of the 2018 Bond issues (the “2018 Bond Debt Service”) shall be fully funded by the 2018 Bond Debt Service charge and the 2018 Bond Direct Billings (as defined in subparagraph 6B.C) except that during the period from July 1, 2018 through June 30, 2019 the parties may agree to utilize other sources of lawfully available funds to supplement the 2018 Bond Debt Service charge.

C. The 2018 Bond Debt Service charge shall be calculated in three components (one for each of the 2018 Bond Projects shared by multiple Constituent Municipalities) by the County based on the wastewater flow from each Constituent Municipality which uses the respective 2018 Bond Projects. In addition, sixty (60) days before each 2018 Bond Payment due date, the County shall determine the Debt Service attributable to the two 2018 Bond Projects used by a single Constituent Municipality and invoice Ferrysburg for 100% of the 2018 Bond Debt Service attributed to the FB LSs, and invoice the City for 100% of the Debt Service attributed to the GH LS. (the “2018 Bond Direct Billings”).

D. The Constituent Municipalities which use the respective 2018 Bond Projects (the “Benefitted Constituent Municipalities” or “BCMs”) are as follows:

<u>Project</u>	<u>BCM</u>
SL SL/FM	S.L Township Village
Headworks	Ferrysburg S.L. Township Village Ferrysburg G.H. Township City
Local LS	G.H. Township City
FB LSs	Ferrysburg
GH LS	City

E. For the period from July 1, 2018 through June 30, 2019, the 2018 Bond Debt Service charge shall be as follows (each per 1000 gallons):

	<u>Project</u>	<u>Rate</u>	<u>BCMs</u>
1.	SL SL/FM	\$0.92 \$0.92 \$0.92	S.L. Township Village Ferrysburg
2.	Headworks	\$0.27 \$0.27 \$0.27 \$0.27	S.L. Township Village Ferrysburg G.H. Township City
3.	Local LS	\$0.32 \$0.32	G.H. Township City
4.	Total	\$1.19 \$1.19 \$1.19 \$0.59 \$0.59	S.L. Township Village Ferrysburg G.H. Township City

Notwithstanding the foregoing, such initial rates are subject to adjustment by the County at any time as reasonably necessary to fully fund the 2018 Bond Debt Service payable in that Sewer Plant Year if actual wastewater flows are less than projected, or otherwise insufficient to timely generate adequate cash flow.

F. For the period from July 1, 2019 through June 30, 2037, on or before May 1 of each year the County shall determine the total 2018 Bond Debt Service payable during the immediately following Sewer Plant year.

1. The initial cost allocation for each BCM and for each project is set forth in **Exhibit 7H**. After the 2018 Bond projects are complete and actual costs are available, the County shall recalculate the cost allocation of the five projects among the BCMs for each of the five 2018 Bond Projects.
2. The estimated wastewater flows for each future Sewer Plant year (July 1 through June 30) shall be determined on or before the immediately preceding May 1 based on the Authority Plant

Superintendent's estimate of the total wastewater flow to be discharged from each of the Constituent Municipalities for the immediately following Sewer Plant year.

3. Based on the determination of 2018 Bond Debt Service payable in the immediately following Sewer Plant year and apportioning it among the five 2018 Bond Projects as provided above, and after taking into account the then – current balance of the 2018 Bond Debt Service account attributable to each of the three 2018 Bond projects shared by multiple BCMs, the County shall calculate the 2018 Bond Debt Service charge for that Sewer Plant year by calculating each project rate component for each BCM based on relative wastewater flow. The County shall then add together the project rate components to determine the 2018 Bond Debt Service charge rate (per 1000 gallons) for each of the Constituent Municipalities. This rate is expected to vary among the Constituent Municipalities based on the variance of BCMs among the 2018 Bond Projects.

G. After the 2018 Bond Debt Service charge has been determined pursuant to subparagraph 6B.F above for a given year, the BCMs for each 2018 Bond project shared by multiple BCMs may unanimously agree in writing to adjust (up or down) the applicable 2018 Bond Debt Service charge rate component (thereby correspondingly adjusting the overall 2018 Bond Debt Service charge for that year for those BCMs). If a downward adjustment shall be agreed upon, then it is understood that funds already in the 2018 Bond Debt Service charge account referenced below will be used to supplement revenues received from the 2018 Bond Debt Service charge in the subject year in order to make the necessary payments to the County for the Bonds. If an upward adjustment shall be agreed upon, then it is understood that any revenues not needed to make the necessary payments to the County for the 2018 Bonds for that year will be added to the 2018 Debt Service charge account referenced below to be used to make future 2018 Debt Service payments. It is the intention of the parties that the 2018 Bond Debt Service charge may be used to build a fund balance in the 2018 Bond Debt Service charge accounts of not more than an amount sufficient to pay the 2018 Bond debt service anticipated in the next Sewer Plant year for the three 2018 Bond Projects shared by multiple BCMs. On a cumulative basis over the entire life of the 2018 Bond issue, the revenues from the 2018 Bond Debt Service charge and the 2018 Bond Direct Billings, plus interest thereon, plus surplus bond proceeds from the 2018 Bond issue devoted to the payment of debt service and interest earned thereon, shall equal the total 2018 Bond Debt Service except as may be supplemented during the period from July 1, 2018 through June 30, 2019 as provided in subparagraph 6B.B.

H. The 2018 Bond Debt Service charge for the City, Village, S.L. Township, Ferrysburg, and G.H. Township (excluding the 2018 Bond Direct Billings, which shall be billed separately by the County) shall be added to the charges and costs for operation and maintenance of the Plant which are billed on a

calendar-month basis as provided in paragraph 6 above. The Authority, or its agent, shall place all 2018 Bond Debt Service charges received by it in separate 2018 Bond Debt Service charge accounts.

I. In the event of a surplus in the 2018 Bond Debt Service charge account for one or more of the 2018 Bond projects after the 2018 Bond projects are completed and the 2018 Bonds are paid back in full, the BCM(s) for such project(s) shall share the surplus on the basis of the last month's flow percentage.

J. Commencing with the first 2018 Bond Debt Service payment that will be due and payable on or about December 30, 2018, the Authority itself, or such third party who, pursuant to contract, is receiving and disbursing Authority revenues, shall pay to the County on behalf of the City, Village, S.L. Township, Ferrysburg, and G.H. Township, to the extent of the funds available in the 2018 Bond Debt Service charge account, such amount as shall be necessary to pay the 2018 Bond Debt Service billing from the County, after taking into account any surplus 2018 Bond issue proceeds and interest earned thereon that are to be utilized for the payment of debt service. If the County reasonably anticipates there will be insufficient funds to pay one or more 2018 Bond Debt Service payments in full when due, ninety (90) days prior to such debt service payment due date(s), the County shall determine the extent to which the deficiency is attributable to each of the five 2018 Bond projects, and the actual wastewater flow for the previous Sewer Plant year. Based on that actual wastewater flow the County shall determine the portion of the deficiency attributable to each BCM for each project, and notify each affected BCM of the amount of the deficiency it shall pay. The parties recognize that time is of the essence for payment of deficiencies, and shall make such payments as soon as reasonably possible, but in any case within thirty (30) days of such notice.

2. That paragraph 10 of the Restated Contract shall be restated in its entirety follows:

10. Default. In the event any Unit or the County on behalf of any Unit shall fail to pay when due any operation and maintenance charge required to be paid pursuant to paragraph 6 hereof, or fails to pay its share of any capital improvement or acquisition or debt service therefor as otherwise provided in this Restated Contract, then the Authority shall give such Unit notice of its delinquency. In the event that such delinquency is not corrected, including the payment of all interest due on the delinquent payment or payments, within thirty (30) days from the date of such notice, then the Authority may, in its discretion, restrict or terminate completely the discharge of such Unit into the Plant until such time as such delinquency is corrected including the payment of all interest due on the delinquent payment or payments.

3. That paragraph 11 of the Restated Contract shall be restated in its entirety as follows:

11. Interest: In the event any Unit or the County on behalf of any Unit shall fail to pay when due any operation and maintenance charge required to be paid pursuant to paragraph 6 here of or fails to pay its share of any capital improvement or acquisition or debt service therefor as otherwise provided in this Restated Contract,

then interest on the amount of such delinquency shall accrue at a rate to be established by the Authority by resolution from time to time during the time such delinquency continues.

4. That paragraph 16 of the Restated Contract shall be restated in its entirety as follows:

16. Term: This Contract shall be in force and effect and continue in effect until December 31, 2038 and may be renewed and extended thereafter on mutual agreement of all of the parties hereto.

5. Ratification. Except as expressly amended and revised by this Seventh Amendment, the parties ratify and confirm the Restated Contract in all respects.

6. Effective Date. This Seventh Amendment shall be effective as of July 1, 2018.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment to Restated Contract.

(signature pages to follow)

WITNESSES:

**GRAND HAVEN-SPRING LAKE
SEWER AUTHORITY**

By: Patrick McGinnis, Chairman

By: Steve Harvey, Treasurer

Dated: _____, 2018

WITNESSES:

CITY OF GRAND HAVEN

By: Geri McCaleb, Mayor

By: Linda Browand, Clerk

Dated: _____, 2018

WITNESSES:

VILLAGE OF SPRING LAKE

By: Mark Powers, President

By: Marv Hinga, Clerk / Treasurer

Dated: _____, 2018

WITNESSES:

TOWNSHIP OF SPRING LAKE

By: John Nash, Supervisor

By: H. Carolyn Boersma, Clerk

Dated: _____, 2018

WITNESSES:

CITY OF FERRYSBURG

By: Rebecca Hopp, Mayor

By: Debbie Wierenga, Clerk

Dated: _____, 2018

WITNESSES:

TOWNSHIP OF GRAND HAVEN

By: Mark Reenders, Supervisor

By: Kristi DeVerney, Clerk

Dated: _____, 2018

WITNESSES:

COUNTY OF OTTAWA, acting by and
through its Board of County Road
Commissioners

By: James Miedema, Chairman

By: _____
Its: _____

Dated: _____, 2018

Exhibit 7F: Project Description

Board of County Road Commissioners County of Ottawa

Grand Haven – Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements

The purpose of the proposed project is to construct wastewater collection system and treatment plant improvements that will replace aging infrastructure and improve the overall reliability of the system. The project has 5 phases that are described below.

Phase 1 – Spring Lake / Ferrysburg Lift Station and Force Main Project

- Replace three existing pumps with larger pumps that will provide a firm capacity of 3,400 gallons per minute.
- Replace and upgrade other lift station components, including piping, valves, HVAC, and electrical.
- Construct approximately 6,150 feet of 16" diameter force main from the lift station, then along Division Street, Exchange Street, Cutler Street, under the Grand River, Beechtree Street to the wastewater treatment plant.

Phase 2 – Headworks and Pumping Improvements Project

- Replace headworks building and expand to include a new garage.
- Replace existing screen with 2 new screens, each rated at 5 million gallons per day.
- Construct a washer/compactor for screenings.
- Construct a vortex grit removal system with pump and classifier rated for 10 million gallons per day.
- Replace two primary sludge pumps and four return activated sludge pumps.
- Replace and improve associated electrical equipment.

Phase 3 – Local Lift Station Project

- Replace Local lift station building.
- Replace three existing pumps that will provide a firm capacity of 2,400 gallons per minute.

Phase 4 – Ferrysburg Lift Stations Project

- Convert existing lift stations No. 3, No. 5, No. 6 and No. 7 from a can design to a submersible design, including new pumps, valves, piping, electrical and control upgrades.
- Upgrade existing Norfolk Drive Grinder Station with new pumps, valves, piping, electrical and control upgrades.

Phase 5 – Grand Haven Lift Station Project

- Replace existing pumps, valves, piping, electrical and control upgrades.

Exhibit 7G: Project Budget

Board of County Road Commissioners County of Ottawa

Grand Haven – Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements

Construction	
Spring Lake / Ferrysburg Lift Station and Force Main Project	\$4,850,000
Wastewater Treatment Plant Improvements Project	\$3,409,000
Local Lift Station Project	\$ 782,000
Ferrysburg Lift Stations Project	\$1,270,000
Grand Haven Lift Station Project	<u>\$1,165,000</u>
Total Construction	\$11,476,000
Engineering	\$ 1,111,900
Contingencies	\$ 1,147,600
Finance and Administration	<u>\$ 233,783</u>
Total Project Cost	\$13,969,283
Less: Estimated Construction Fund Interest Earnings	\$ (24,283)
Less: Cash on Hand	<u>\$ (500,000)</u>
Bond Amount Required	\$13,445,000

Exhibit 7H: Initial Cost Allocation

	SL Division Street Pump Station Improvements and Force Main	Headworks and Pumping Improvements	Local Pump Station	Ferrysburg Pump Stations	Grand Haven Adams Street Pump Station Improvements	Totals
Project Phase Budget						
Construction	\$4,850,000	\$3,409,000	\$782,000	\$1,270,000	\$1,165,000	\$11,476,000
Contingencies	\$485,000	\$340,900	\$78,200	\$127,000	\$116,500	\$1,147,600
Engineering	\$485,000	\$397,900	\$79,000	\$40,000	\$110,000	\$1,111,900
Construction Subtotal	\$5,820,000	\$4,147,800	\$939,200	\$1,437,000	\$1,391,500	\$13,735,500
Initial Allocations by Phase	42.37%	30.20%	6.84%	10.46%	10.13%	100.00%
Total Financing Costs	\$99,058	\$70,597	\$15,986	\$24,458	\$23,684	\$233,783
Total Cost	\$5,919,058	\$4,218,397	\$955,186	\$1,461,458	\$1,415,184	\$13,969,283
Less: Estimated Construction Fund Interest Earnings	\$ (10,289)	\$ (7,333)	\$ (1,660)	\$ (2,540)	\$ (2,460)	\$ (24,283)
Bond Amount Subtotal	\$5,908,769	\$4,211,064	\$953,525	\$1,458,918	\$1,412,724	\$13,945,000
Less Cash On Hand	\$ (500,000)	\$ -	\$ -	\$ -	\$ -	\$ (500,000)
Bond Amount Required	\$5,408,769	\$4,211,064	\$953,525	\$1,458,918	\$1,412,724	\$13,445,000

Ottawa County Road Commission

14110 Lakeshore Drive
P.O. Box 739
GRAND HAVEN, MI 49417
Phone (616) 842-5400 Fax (616) 850-7237

MEMORANDUM

To: Grand Haven City
Grand Haven Charter Township
Spring Lake Township
✓ Spring Lake Village
Ferrysburg City

From: Patrick J. Staskiewicz, P.E. *PJS*
Public Utilities Director

Date: August 16, 2018

Re: Grand Haven – Spring Lake Sewer Authority
Wastewater Treatment and Collection System 2018 Improvements Contract

Previously, each of your municipalities have approved the bond contract resolution and have authorized execution of the bond contract, a copy of which is attached. The Board of County Commissioners is scheduled to review and approve the bond contract resolution on August 28, 2018. I am circulating the signature copies now out of convenience, because we are also circulating the 7th Amendment to the Restated Contract. The bond contract will not be effective until approval by the County Board.

I have enclosed 8 copies of the signature page for execution of the contract. Please sign and return all copies to me and we will compile an original signature copy of the contract for each party. Please call me at 616-850-7208 and we will arrange to pick up the documents when they are complete. If you have any questions or concerns, please feel free to contact me.

COUNTY OF OTTAWA

GRAND HAVEN-SPRING LAKE SEWER AUTHORITY
WASTEWATER TREATMENT AND COLLECTION SYSTEM
2018 IMPROVEMENTS CONTRACT

THIS CONTRACT, made as of March 1, 2018, by and among the COUNTY OF OTTAWA, a Michigan county corporation (hereinafter referred to as the "County") by and through its Board of County Road Commissioners, whose address is 14110 Lakeshore Drive, P.O. Box 739, Grand Haven, Michigan 49417, and the CITY OF GRAND HAVEN, a Michigan home rule city corporation ("Grand Haven City"), whose address is 519 Washington Avenue, Grand Haven, Michigan 49417, the CHARTER TOWNSHIP OF GRAND HAVEN, a Michigan charter township corporation ("Grand Haven Township"), whose address is 13300 168th Avenue, Grand Haven, Michigan 49417, the TOWNSHIP OF SPRING LAKE (only on behalf of the unincorporated area of the Township), a Michigan general law township ("Spring Lake Township"), whose address is 106 South Buchanan Street, Spring Lake, Michigan 49456, the CITY OF FERRYSBURG, a Michigan home rule city corporation ("Ferrysburg City"), whose address is 17290 Roosevelt Road, Ferrysburg, Michigan 49409, and the VILLAGE OF SPRING LAKE, a Michigan home rule village corporation ("Spring Lake Village"), whose address is 102 West Savidge Street, Spring Lake, Michigan 49456 (Grand Haven City, Grand Haven Township, Spring Lake Township, Ferrysburg City and Spring Lake Village hereinafter each individually referred to as a "Municipality" and collectively as the "Municipalities");

WITNESSETH:

WHEREAS, the Board of Commissioners of the County heretofore has established the Ottawa County Water Supply and Sewage Disposal System to provide water supply and sewage disposal services to areas in the County pursuant to Act 342, Public Acts of Michigan, 1939, as amended (hereinafter referred to as "Act 342"), all as appears from the resolution adopted by said Board of Commissioners on January 9, 1961; and

WHEREAS, the County's Board of County Road Commissioners (hereinafter referred to as the "County Agency") has been designated by the County Board of Commissioners as the agency of the County in connection with the establishment, maintenance and operation of water supply and sewage disposal systems within the County; and

WHEREAS, the Municipalities are the constituent municipalities of the Grand Haven-Spring Lake Sewer Authority (the "Authority") and have determined that it is necessary for the public health to acquire and construct improvements to the Authority's existing wastewater treatment and collection system, including, without limitation, improvements to the wastewater treatment plant, local lift stations and collection system; and

WHEREAS, by the terms of Act 342, the County and the Municipalities are authorized to enter into a contract for the acquisition, construction and financing of the aforementioned improvements, for the payment of the cost thereof by the Municipalities, with interest, over a period of not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue its bonds to provide the funds therefor, secured primarily by the full faith and credit contractual obligation of the Municipalities

and, if the bond resolution so provides, secured secondarily by the full faith and credit of the County; and

WHEREAS, the Municipalities and the County have agreed to utilize the provisions of Act 342 to acquire the improvements necessary for the public health and welfare of the residents of the County within the Municipalities; and

WHEREAS, plans and estimates of the cost and the period of usefulness of the improvements to be acquired and constructed have been prepared by Prein & Newhof, the consulting engineers; and

WHEREAS, in order to issue such bonds it is necessary that the County and the Municipalities enter into this contract.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The County and the Municipalities hereby approve and agree to the acquisition, construction and financing of improvements to the Authority's existing wastewater treatment and collection system to serve the Municipalities under and pursuant to Act 342 and approve the designation of "Grand Haven-Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements" as the name of the improvements. The Grand Haven-Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements are hereinafter referred to as the "Project." Each Municipality, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Project within its corporate boundaries and to the use by the County of its streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project, and each Municipality further agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be reasonably requested by the County.

2. The Project shall consist of the wastewater treatment and collection system improvements described and specified on Exhibit A, which is hereunto attached and which is made a part hereof, and as will be more particularly set forth in the plans to be prepared by the consulting engineers, which plans will be placed on file with the County Agency. The Project shall be acquired and constructed substantially in accordance with the said plans and in accordance with final plans and specifications to be prepared and submitted by the consulting engineers, but variations therefrom that do not materially change the location, capacity or overall design of the Project and that do not require an increase in the total estimated cost of the Project may be permitted on the authority of the County Agency. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of each Municipality and if provisions required by Section 5 hereof are made for payment or financing of any resulting increase in the total estimated cost. The estimate of cost of the Project and the estimate of period of usefulness thereof as set forth on Exhibit B are approved and adopted.

3. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, to procure the issuance and sale of bonds by the County, in one or more series (the "Bonds"), in whatever principal amount is necessary to finance the cost of the Project, after taking into account the available funds in the amount of \$500,000 to be

contributed by the Municipalities to pay part of the cost of the Project. The Bonds shall be issued in anticipation of and be payable from the payments to be made by the Municipalities to the County as provided in this contract, and the Bonds shall be payable in annual maturities the last of which shall be not more than forty years from the date thereof.

4. The County Agency shall proceed to take construction bids for the Project and, subject to the sale and delivery of the Bonds, enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds, cause the Project to be constructed within a reasonable time and do all other things required by this contract and the laws of the State of Michigan. All certificates for required payments to contractors shall be approved by the consulting engineers before presentation to the County Agency and the latter shall be entitled to rely on such approval in making payment. Acquisition of the Project shall be deemed to include reimbursement of the Municipalities for funds which have been expended by the Municipalities in connection with the acquisition and construction of the Project.

5. In the event that it shall become necessary to increase the estimated cost of the Project for any reason, or if the actual cost of the Project shall exceed the estimated cost, whether as the result of variations or changes made in the approved plans or otherwise, then the County Agency shall not be obligated to pay such increased or excess cost unless the governing body of each Municipality shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of increased or additional Bonds in anticipation of increased or additional payments agreed to be made by the Municipalities to the County in the manner hereinafter provided; provided, however, that the adoption of such resolutions by the governing bodies of the Municipalities shall not be required prior to or as a condition precedent to the issuance of additional Bonds by the County if the County has previously issued or contracted to sell Bonds to pay all or part of the cost of the Project and the issuance of the additional Bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to the completion of the Project according to the plans last approved prior to the time when the previous Bonds were issued or contracted to be sold.

6. The Municipalities shall pay to the County the entire cost of the Project. Part of the cost of the Project shall be defrayed by the issuance of the Bonds as provided in Sections 3 and 5 hereof. The Municipalities covenant and agree to pay their respective shares of the principal of and interest on the Bonds as set forth below and all paying agency and transfer fees and other expenses and charges (including the County Agency's administrative expenses) that are payable on account of the Bonds (such fees, expenses and charges being herein called "bond service charges"). The payments to be made by the Municipalities with respect to the principal of and interest on the Bonds shall be allocated among the Municipalities as follows:

<u>Municipality</u>	<u>Allocation</u>
City of Grand Haven	27.46%
Village of Spring Lake	9.30%
Township of Spring Lake	36.08%
Charter Township of Grand Haven	7.54%
City of Ferrysburg	<u>19.62%</u>
	100.00%

Such payments shall be made to the County in annual installments that shall be due and payable at least thirty days prior to the day of the month specified in the Bonds as the annual principal maturity date thereof. Such annual installments shall be so paid in each year if any principal or noncapitalized interest on the respective series of the Bonds falls due during the twelve-month period beginning on such principal maturity date in said year, and the aggregate amount of the installments so due and payable shall be at least sufficient to pay all principal and interest thus falling due and all bond service charges then due and payable. The County Agency, within thirty days after delivery of the Bonds to the purchaser thereof, shall furnish the treasurer of each Municipality with a schedule of its share of the principal of and interest on the Bonds, and the County Agency also, at least thirty days before each payment is due to be made by such Municipalities, shall advise the treasurer of the amount payable to the County on such date. If a Municipality fails to make any payment to the County when due, the same shall be subject to a penalty of 1% thereof for each month or fraction thereof that such amount remains unpaid after due. Failure of the County Agency to furnish the schedule or give the notice as above required shall not excuse a Municipality from the obligation to make payment when due. Payments shall be made by such Municipalities when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the cost of the Project.

7. If one or more of the Municipalities shall pay its share of the cost of the Project, or any portion thereof, prior to the issuance of the Bonds, the obligations of such Municipality shall be adjusted accordingly so that when applied to the principal, interest and bond service charges, such percentages after taking into consideration such advance payments will result in each Municipality being required to pay its appropriate share of the cost of the Project as set forth in Section 6. Any such Municipality may pay in advance of maturity all or any part of an annual installment due the County on the Bonds by surrendering to the County Bonds issued hereunder of a like principal amount maturing in the same calendar year.

8. The proceeds of sale of the Bonds shall be used solely and only to pay the cost of the Project, and after completion of the Project and payment of all costs in connection therewith, any surplus remaining from the sale of the Bonds shall be (1) used to purchase such Bonds on the open market or (2) retained by the County Agency as a reserve for the payment of the principal and interest maturities of such Bonds next falling due, and in such event the contract obligation of the Municipalities in respect to such Bonds or such maturities shall be reduced by its percentage (as specified in Section 6) of the principal amount of such Bonds so purchased or of said reserve, said reduction, in case of the purchase of such Bonds, to be applied as to year in accordance with the year of the maturity of such Bonds so purchased. Any Bonds so purchased shall be canceled. In the alternative, such surplus may be used, on request of the Municipalities and approval by the County Agency which approval shall not be unreasonably withheld, conditioned or delayed, to extend, enlarge or improve the Authority's wastewater treatment plant.

9. Each Municipality, pursuant to the authorization of Section 5a of Act 342, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this contract and each year shall levy a tax in an amount that, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year's tax collections; provided, however, that

the annual tax levy may be reduced by the amount of special assessment installments, principal and interest, if any, and wastewater treatment system revenues reasonably anticipated to be collected and available for the payment of such obligations and by the amount of cash or other funds that the Municipality has on hand (or to its credit in the hands of the County) and available for the payment of such obligations. The governing body of each Municipality each year, at least 90 days prior to the final date provided by law or charter for the making of the annual tax levy, shall submit to the County Agency a written statement setting forth the amount of its obligations to the County that become due and payable under this contract prior to the time of the next following year's tax collections, the amount of the funds that the Municipality has or will have on hand (or to its credit in the hands of the County) that are or will be available for payment of its obligations to the County and the amount of the taxes next proposed to be levied for the purpose of raising money to meet the obligations. The County Agency shall review such statement promptly and, if it finds that the proposed tax levy is insufficient after taking into account such other available funds, it shall so notify the governing body, and each Municipality covenants and agrees that it will increase its levy to such extent as may be required to make up any deficiency. Taxes levied by each Municipality for the payment of its obligations to the County pursuant to this contract shall be subject to applicable charter, statutory and constitutional tax limitations and, in the case of Spring Lake Township, shall be levied only on property located in the unincorporated area of Spring Lake Township.

10. In the event that a Municipality shall fail for any reason to pay to the County Agency at the times herein specified the amounts herein required to be paid, the state treasurer or other official charged with the disbursement of unrestricted state funds returnable to the defaulting Municipality pursuant to the Michigan constitution hereby is authorized to withhold sufficient funds to make up any default or deficiency in funds. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the defaulting Municipality to make payments in the manner and at the times required by this contract. It is specifically recognized by the Municipalities that the payments required to be made by each of them pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on the Bonds to be issued by the County, and each such Municipality covenants and agrees that it will make its required payments to the County promptly and at the times herein specified, without regard as to whether the Project herein contemplated is actually completed or placed in operation; provided, only that nothing herein contained shall limit the obligation of the County to perform in accordance with the covenants contained herein.

11. No change in the jurisdiction over territory in any Municipality shall in any manner impair the obligations of this contract. In the event all or any part of the territory of a Municipality is incorporated as a new municipality or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and right to capacity in the Project for the territory that is taken, based upon a division determined by the County Agency that shall make such determination after taking into consideration all factors necessary to make the division equitable, and in addition, prior to such determination, shall receive a written recommendation as to proper division from a committee composed of one representative designated by the governing body of the Municipality from which the territory is taken, one designated by the governing body of the new municipality or the municipality annexing such territory, and one independent registered engineer appointed by the County Agency. Each municipality shall appoint its representative within fifteen (15) days after

being notified to do so by the County Agency and within a like time the County Agency shall appoint the engineer third member. If any municipality shall fail to appoint its representative within the time above provided, the County Agency may proceed without the recommendation. If the committee shall not make its recommendation within forty-five (45) days after its appointment or within any extension thereof by the County Agency, the County Agency may proceed without a recommendation of the committee.

12. The County shall not be obligated to acquire or construct any facilities other than those described in Section 2 hereof. The responsibility for providing any additional wastewater treatment and collection system facilities as may be needed shall be that of the Municipalities which shall have the right to cause to be constructed and maintained, either directly or through the County, such necessary additional facilities.

13. After completion, the Project will be operated and maintained by the Authority or individual Municipality as appropriate, and the County Agency shall have no responsibility in connection therewith except to the extent that it may serve as a member of the Authority board. The Municipalities agree that all premises located within the service area of the Project will be served on an equal and ratable basis and that no preference shall be given to one portion of the service area over any other portion of the service area. The parties agree that the Project will be operated in a manner which will assure that the interest on each series of the Bonds will be and will remain excludable from gross income for federal income tax purposes.

14. The County and the Municipalities expressly agree that the County and the County Agency shall not be liable and the Municipalities shall pay, indemnify and save the County and the County Agency harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction and installation of the Project, this contract, or the issuance, sale and delivery by the County of the Bonds. In connection with any proceeding brought about by reason of any such claim or demand, the Municipalities shall also pay, indemnify and save the County and the County Agency harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the County or the County Agency. Upon the entry of any final judgment or a final award by an arbitration panel against the County or the County Agency on any claim, action, demand, expense, damage or loss contemplated by this Section 14 and notwithstanding that the County or the County Agency has not paid the same, the Municipalities shall be obligated to pay to the County or the County Agency, as the case may be, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the County or the County Agency by reason of any such claims or demands, whether such claims or demands are groundless or not, the Municipalities shall, upon written notice and demand from the County or the County Agency, resist and defend such action or proceeding on behalf of the County or the County Agency, as the case may be, but will not settle any such action or proceeding without the consent of the County or the County Agency, as the case may be. Notwithstanding the foregoing, nothing contained in

this Section 14 shall be construed to indemnify or release the County or the County Agency against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's or the County Agency's employees, agents or representatives with respect to matters related to the ownership, acquisition or construction of the Project, this contract or the issuance, sale or delivery of the Bonds. The payments required to be made by the Municipalities pursuant to this Section 14 shall be in the same proportion as is required for the payment of the costs of the Project and the principal of and interest on the Bonds in Section 6 hereof. This Section 14 shall not apply to a lawsuit instituted by the Municipalities to enforce its rights under this contract.

15. If Bonds are not sold to finance the acquisition and construction of the Project within three years from the date of this contract through no fault of the County or if the Project is abandoned for any reason, the Municipalities shall pay their respective shares of all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project, and the Municipalities shall be entitled to all plans, specifications and other engineering data and materials. The County shall provide the Municipalities an itemized invoice with such supporting and additional information as any Municipality may reasonably request. Any Municipality shall have the right to audit the County's records to verify any such invoiced expenses. The provisions of this Section 15 may be waived or extended, either before or after the expiration of the three year period, by resolution of the governing body of each Municipality and the Board of Commissioners of the County.

16. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract. The County Agency, prior to the submission of County financial information to a rating agency, shall consult with the Controller/Administrator and the County Treasurer with respect to the accuracy of such information.

17. In the event that any one or more of the provisions of this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. The County and the Municipalities recognize that the holders from time to time of the Bonds issued by the County under the provisions of Act 342, and secured by the full faith and credit pledge of the Municipalities to the payment of the principal of and interest on the Bonds as set forth in this contract, will have contractual rights in this contract, and it is covenanted and agreed by each of them that so long as any of the Bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision that would affect adversely either the security for the Bonds or the prompt payment of the principal of or interest on the Bonds. The right to make changes in this contract, by amendment, supplemental contract or otherwise, nevertheless is reserved insofar as the same do not have such adverse effect. The Municipalities and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth and will not suffer to be done any act that would in any way impair the Bonds, the security therefor or the prompt payment of the principal thereof and the interest thereon. It is declared that the terms of this contract, insofar as

they pertain to the security of any Bonds, shall be deemed to be for the benefit of the holders of the Bonds.

19. This contract shall become effective after its execution by each party hereto and the expiration of 45 days after the date of publication of the notice required by Section 5b of Act 342; Provided, however, that if, within the 45-day period, a proper petition is filed with the Clerk of any Municipality in accordance with the provisions of Section 5b of Act 342, this contract shall not become effective until approved by the vote of a majority of the electors of the Municipality or Municipalities qualified to vote and voting thereon at a general or special election. This contract shall terminate forty (40) years from its date or on such earlier date when the Municipalities are not in default hereunder and the principal, interest and bond service charges on the Bonds issued as hereinabove described are fully paid and discharged. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein contained, however, shall require the County to finance the Project or any portion thereof if it is unable to sell the Bonds to finance the same. This contract may be executed in any number of counterparts.

[The rest of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF OTTAWA

By: Its Board of County Road Commissioners as
County Agency

By: _____

Chairman

And: _____

Secretary

CITY OF GRAND HAVEN

By: _____

Mayor

And: _____

City Clerk

CHARTER TOWNSHIP OF GRAND HAVEN

By: _____

Supervisor

And: _____

Township Clerk

TOWNSHIP OF SPRING LAKE

By: _____

Supervisor

And: _____

Township Clerk

CITY OF FERRYSBURG

By: _____

Mayor

And: _____

City Clerk

VILLAGE OF SPRING LAKE

By: _____

President

And: _____

Village Clerk

Exhibit A-1 Project Map

**Board of County Road Commissioners
County of Ottawa**

**Grand Haven – Spring Lake Sewer Authority
Wastewater Treatment and Collection System 2018 Improvements**

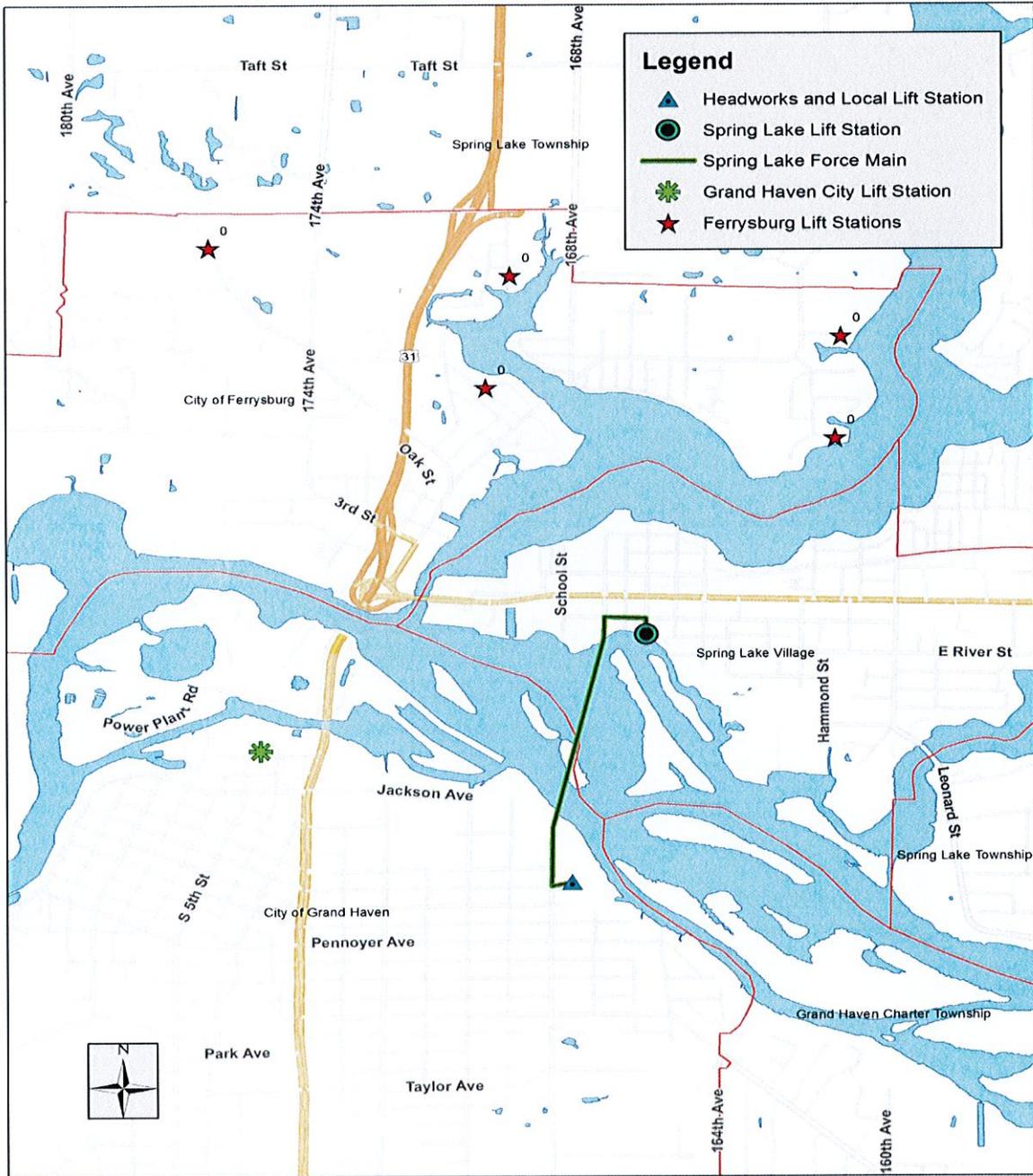


Exhibit A-2 Project Description

Board of County Road Commissioners County of Ottawa

Grand Haven – Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements

The purpose of the proposed project is to construct wastewater collection system and treatment plant improvements that will replace aging infrastructure and improve the overall reliability of the system. The project has 5 phases that are described below.

Phase 1 – Spring Lake / Ferrysburg Lift Station and Force Main Project

- Replace three existing pumps with larger pumps that will provide a firm capacity of 3,400 gallons per minute.
- Replace and upgrade other lift station components, including piping, valves, HVAC, and electrical.
- Construct approximately 6,150 feet of 16” diameter force main from the lift station, then along Division Street, Exchange Street, Cutler Street, under the Grand River, Beechtree Street to the wastewater treatment plant.

Phase 2 – Wastewater Treatment Plant Improvements Project

- Replace headworks building and expand to include a new garage.
- Replace existing screen with 2 new screens, each rated at 5 million gallons per day.
- Construct a washer/compactor for screenings.
- Construct a vortex grit removal system with pump and classifier rated for 10 million gallons per day.
- Replace two primary sludge pumps and four return activated sludge pumps.
- Replace and improve associated electrical equipment.

Phase 3 – Local Lift Station Project

- Replace local lift station building.
- Replace three existing pumps that will provide a firm capacity of 2,400 gallons per minute.

Phase 4 – Ferrysburg Lift Stations Project

- Convert existing lift stations No. 3, No. 5, No. 6 and No. 7 from a can design to a submersible design, including new pumps, valves, piping, electrical and control upgrades.
- Upgrade existing Norfolk Drive Grinder Station with new pumps, valves, piping, electrical and control upgrades.

Phase 5 – Grand Haven Lift Station Project

- Replace existing pumps, valves, piping, electrical and control upgrades.

Exhibit B Project Budget

**Board of County Road Commissioners
County of Ottawa**

**Grand Haven – Spring Lake Sewer Authority
Wastewater Treatment and Collection System 2018 Improvements**

Construction	
Spring Lake / Ferrysburg Lift Station and Force Main Project	\$ 4,850,000
Wastewater Treatment Plant Improvements Project	\$ 3,409,000
Local Lift Station Project	\$ 782,000
Ferrysburg Lift Stations Project	\$ 1,270,000
Grand Haven Lift Station Project	<u>\$ 1,165,000</u>
Total Construction	\$ 11,476,000
Engineering	\$ 1,111,900
Contingencies	\$ 1,147,600
Finance and Administration	\$ 233,783
Total Project Cost	\$ 13,969,283
Less: Estimated Construction Fund Interest Earnings	\$ (24,283)
Less: Cash on Hand	<u>\$ (500,000)</u>
Bond Amount Required	\$ 13,445,000



Scholten Fant
Attorneys

Over 50 Years of Service

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100 North Third Street, P.O. Box 454, Grand Haven, MI 49417
www.scholtenfant.com

August 29, 2018

Ms. Chris Burns
Village of Spring Lake
102 W. Savidge Street
Spring Lake, Michigan 49456

Re: Water Ordinance Amendment

Dear Ms. Burns:

Enclosed you will find a proposed amendment to the Water Ordinance for the Village of Spring Lake. You will note in particular that we have added Sections 373-6 and 373-9 to clarify the respective obligations concerning responsibility of property owners to repair their service lines. If acceptable, the proposed Ordinance may be forwarded to Council for their consideration.

Should you have any questions, please advise.

Very truly yours

SCHOLTEN FANT



Robert E. Sullivan

RES/kat
Enclosure

ORDINANCE NO. _____

VILLAGE OF SPRING LAKE WATER ORDINANCE AMENDMENT

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES ADOPTED BY THE VILLAGE OF SPRING LAKE, COUNTY OF OTTAWA, STATE OF MICHIGAN, AMENDING ARTICLE I, CHAPTER 373 CONCERNING WATER CONNECTIONS AND USE REGULATIONS, AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

THE VILLAGE OF SPRING LAKE, COUNTY OF OTTAWA AND STATE OF MICHIGAN ORDAINS:

Section 1. Amendment of Chapter 373. Chapter 373 of the Code of Ordinances adopted by the Village of Spring, Ottawa County, State of Michigan, is hereby amended to restate Article I in its entirety as follows:

**Chapter 373 - Water
ARTICLE I
Connections and Use Regulations**

§ 373-1. Definitions. [Amended 5-2-1994 by Ord. No. 211]

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

NORTHWEST OTTAWA WATER SYSTEM – The system to which the Village is connected within the county for providing public source of water to its residents and users.

VILLAGE SYSTEM – All water mains, water supply facilities and their appurtenances, which the Village has or shall have possession of and operating responsibility for (whether owned by the Village or not), either now in existence in the Village or hereafter acquired or constructed in the Village, together with all works, plants, instruments, instrumentalities and properties used or useful in connection with the system, in the obtaining of a water supply or in the treatment or distribution of water, except that of the Northwest Ottawa Water System, and all extensions, enlargements and improvements in the Village.

§ 373-2. Connection to Village system. [Amended 5-2-1994 by Ord. No. 221]

Connection to the Village system, directly or indirectly, and the use of water from the system, for all purposes, shall only be in compliance with this article and in compliance with all standards and applicable regulations of the Village, county and Northwest Ottawa Water System as amended.

§ 373-3. Fiscal year.

The system shall be operated on the basis of a fiscal year beginning July 1 of each year and ending at June 30 of the next year.

§ 373-4. Application to connect.

No connections shall be made to the system without obtaining a permit. Application for such permit shall be made by the premises' title holder or land contract purchaser, and filed with the Village Manager or his or her designee. The Village Manager or his or her designee shall issue such permit when all prescribed conditions have been met. Such permit shall be issued subject to such regulations as may be established and amended by the Village Council.

§ 373-5. Annual report.

The Village shall cause to be maintained and kept proper books of record and account in which shall be made full and correct entries of all transactions relating to the operation of the system. Not less than six months after the close of each fiscal year of the system, the Village shall cause to be prepared a statement in reasonable detail showing the cash income and disbursements of the system at the beginning and close of the operating year and such other information as may be necessary to enable any taxpayer of the Village, user or beneficiary of the service provided by the system to be fully informed as to all matters pertaining to the financial operation of the system during such fiscal year. Such annual statement shall be filed in the office of the Village Clerk/Treasurer, where it will be open to public inspection. The books of record and account shall be audited annually by a certified public accountant to be designated by the Village Council, and a certified copy of such audit shall be filed with the Village Clerk/Treasurer. Such audit may be a part of the general Village audit.

§ 373-6. Public Service Line.

All premises connecting to the system shall be provided with a public service line from the water main to the edge of the street right-of-way or public easement within which the water main is located, as well as a stop box. The Village shall be the owner of the public service line and stop box. The Village shall be responsible for the repair, reconstruction, and replacement of the public service line.

§ 373-7. Work in right-of-way.

All work in the street right-of-way or in public easements, including service lines to the property line, shall be constructed and performed by the Village or its agents or contractors.

§ 373-8. Meters. [Amended 5-2-1994 by Ord. No. 221]

The Village Manager or the Manager's designated representative shall have the right to enter, at any reasonable time, any premises connected to the Village system for the purposes of reading the water meter or otherwise inspecting the piping systems which are connected to the Village system. If any meter shall fail to register properly, the Village shall estimate the amount of water consumed based upon prior billing periods and bill the water customer accordingly. A water customer may request that a water meter be tested for accuracy. If the meter is found accurate within acceptable tolerances, a charge shall be assessed to the water customer. If the meter is found to be inaccurate within the tolerances established, the water meter shall be repaired or a new water meter shall be installed and no charge shall be made to the water customer, either for the test or the meter repair or replacement. The charge provided for in this section may be established at a greater sum by a resolution adopted and amended by the Village Council.

§ 373-9. Customer Service Line.

a. The owner of each premises served by water shall, at the owner's sole expense, construct the customer service line, running from the termination of the public service line to the building, structure or other improvement served with water and shall maintain that line in good condition with no leaks, breaks or other malfunctions. A customer service line which leaks shall be replaced in its entirety in order to avoid future leaks from the already compromised service line. The leaking customer service line may be patched up for up to 90 days, in order to allow the replacement of the customer service line to be accomplished during favorable weather. However, the replacement of the customer service line must occur within 90 days from the discovery of the leak. The customer service line shall be replaced with the use of materials allowed by the system rules and regulations.

b. All repair, reconstruction, and replacement of this customer service line shall be the responsibility of the premise owner. The premise owner shall indemnify the Village and its authorized representatives against any loss or damage, including attorney's fees that may directly or indirectly result from the construction, repair, maintenance, construction, or replacement of the customer service line.

§ 373-10. One service line per premises.

Unless otherwise authorized by the Village Manager in writing, each service line shall serve one premises only.

§ 373-11. Repairs of meter, meter horn or angle valve.

If the meter, meter horn or valves are damaged for any reason, all required repairs and replacements shall be at the expense of the premises' owner. If the meter, meter horn or valves malfunction or are defective, repair or replacement shall be at the expense of the Village.

§ 373.12. Damage to system facilities.

No person, except an employee of the Village or other person duly authorized by the Village, shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the system.

§ 373.13. Fire hydrant use.

No person, except an employee of the Village or other person duly authorized by the Village, shall open or use any fire hydrant, except in case of an emergency, without first securing written permission from the Village Manager and paying such charges as may be prescribed by the Village Manager.

§ 373.14. Water emergency orders.

The Village Manager or the Village President, when the Village Manager is unavailable or unable to act, may, by written order, subject to review and modification or reversal by the Village Council, regulate, limit or prohibit the use of water. Such order may restrict less essential water uses to the extent deemed necessary to assure an adequate supply for essential domestic and commercial water needs and for fire protection. Notice of the promulgation of any such order shall be published in a newspaper of general circulation in the Village as soon as reasonably possible after promulgation. Violation of such an order shall constitute a violation of this article and shall be subject to the penalties and other remedies prescribed in this article.

§ 373.15. Rules and regulations.

The Village Council may adopt by resolution rules and regulations governing the type and quality of materials and accessories to be used for connection to the system, construction methods for connection to the system, and other operations and maintenance matters pertaining to the system. Violation of any such rules or regulations shall constitute a violation of this article and shall be subject to the penalties and other remedies prescribed in this article.

§ 373.16. Disruption of service.

The Village shall not be liable for any failure or deficiency in the supply of water to water customers, whether occasioned by maintenance or repair of the system, or any other cause.

§ 373.17. Violations and penalties.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction shall be punished as provided in § 1-2. In addition to the penalties set forth in that section, the Village may maintain equitable or legal action available to it for the abatement of any violation of this article.

Section 2. Administrative Liability. No officer, agent, or employee of the Village shall be personally liable for any damages the Village may accrue to any person as a result of any act required or permitted in the discharge of duties under and in the enforcement of this Ordinance.

Section 3. Severability and Captions. This Ordinance and its various sections, subsections, sentences, phrases, and clauses are declared to be severable. If any section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected. Pronouns shall be read as masculine, feminine, or neuter as may be appropriate. Captions appearing at the beginning of any section shall not be deemed as part of this Ordinance and shall have no independent significance.

Section 4. Repeal. All ordinances or parts of ordinances which are in conflict in whole or in part with any of the provisions of this Ordinance as of its effective date are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall take effect upon publication.

VILLAGE OF SPRING LAKE

Dated: _____, 2013

By: _____
Mark Powers
Its: President

By: _____
Marvin Hinga
Its: Clerk

CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, certify that the foregoing Spring Lake Village Parking Ordinance was adopted at a regular meeting of the Village Council held on _____, 2018. The following members of the Village Council were present at that meeting:

The following members of the Village Council were absent: _____.
_____. The Ordinance was adopted by the Village Council with members of the Council _____ voting in favor, and members of the Council _____ voting in opposition. Notice of Adoption of the Ordinance was published in *The Grand Haven Tribune* on _____, 2018.

Marvin Hinga, Clerk/Treasurer
Village of Spring Lake

Village of Spring Lake
September 2018 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
101-000.000-664.000	General Fund	Revenue	Interest Income	6,000	7,086	1,086
101-172.000-910.000	General Fund	Village Manager	Insurance	1,900	1,917	17
101-215.000-910.000	General Fund	Clerk/Treasurer	Insurance	2,900	3,055	155
101-265.000-910.000	General Fund	Village Hall & Grounds	Insurance	2,600	2,950	350
101-441.000-910.000	General Fund	DPW	Insurance	2,000	2,275	275
101-553.000-910.000	General Fund	Central Park	Insurance	1,020	1,130	110
101-555.000-910.000	General Fund	Mill Point Park	Insurance	225	236	11
101-557.000-910.000	General Fund	Lakeside Beach	Insurance	225	236	11
101-692.000-910.000	General Fund	Parks Maintenance	Insurance	2,200	2,357	157
249-381.000-727.000	Building Fund	Planning & Zoning	Office Supplies	700	660	(40)
249-381.000-910.000	Building Fund	Planning & Zoning	Insurance	1,500	1,540	40
590-000.000-801.443	Sewer Fund	Expense	Professional Services - SAW Grant	225,000	224,800	(200)
590-000.000-910.000	Sewer Fund	Expense	Insurance	6,200	6,400	200
591-000.000-727.000	Water Fund	Expense	Office Supplies	2,000	1,600	(400)
591-000.000-910.000	Water Fund	Expense	Insurance	6,000	6,400	400
661-000.000-740.001	Equipment Fund	Expense	Gas & Oil	5,000	4,780	(220)
661-000.000-910.000	Equipment Fund	Expense	Insurance	15,500	15,720	220
Adjust Current Year Budget for Liability Insurance Increase.				Net Change		0
202-000.000-664.000	Major Street	Revenue	Interest Income	800	1,600	800
202-000.000-677.101	Major Street	Revenue	Trunkline Reimbursement	21,000	25,000	4,000
202-000.000-575.100	Major Street	Revenue	Gas & Weight Taxes	182,000	183,105	1,105
202-480.000-703.000	Major Street	Trunkline Maintenance	Part Time wages	400	800	400
202-480.000-931.002	Major Street	Trunkline Maintenance	M-104 Trees & Shrubs	2,500	7,300	4,800
202-480.000-931.007	Major Street	Trunkline Maintenance	M-104 Pavement Marking	500	1,205	705
Adjust Current Year Budget for M-104 Maintenance				Net Change		0
203-000.000-975.000	Local Streets	Expense	Appropriation to Fund Balance	6,210	26	(6,184)
203-451.000-978.000	Local Streets	Construction	Paving	0	6,184	6,184
Adjust Current Year Budget for paving project on Rotary Drive.				Net Change		0

Village of Spring Lake
September 2018 Budget Adjustments

Fund	Dept.	Account	Current	Proposed	Change
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Village of Spring Lake
September 2018 Budget Adjustments

Fund	Dept.	Account	Current	Proposed	Change
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ORDINANCE NO. _____

ZONING TEXT AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE VILLAGE OF SPRING LAKE ZONING ORDINANCE ADOPTED BY THE VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MICHIGAN TO ADD CERTAIN DEFINITIONS; TO DESCRIBE WHERE SHORT TERM RENTALS ARE ALLOWED; TO DESCRIBE REQUIREMENTS FOR SHORT TERM RENTALS; AND TO ESTABLISH AN EFFECTIVE DATE.

THE VILLAGE OF SPRING LAKE, COUNTY OF OTTAWA, STATE OF MICHIGAN, ORDAINS:

Section 1. Amend the Definitions in the Village of Spring Lake Zoning Ordinance.

The Zoning Ordinance adopted by the Village of Spring Lake is amended by adding the following definitions to Section 2.2 of the Zoning Ordinance in alphabetical order.

Dwelling Owner

A person holding legal or equitable title to a dwelling.

Rent Or Rental

The permission, provision, or offering of possession or occupancy of a dwelling with some type of remuneration paid to the dwelling owner for a period of time by a person who is not the dwelling owner, pursuant to a written or verbal agreement.

Short Term Rental

The rental of any dwelling for a term of less than twenty-eight (28) days in any calendar year; the definition does not include the use of campgrounds, hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, hospitals, or housing provided by a substance-abuse rehabilitation clinic, mental-health facility, or other health-care related clinic.

Section 2. Amend the Special Land Uses Allowed in the Single Family Residential-A District (SFR-A District) of the Village of Spring Lake Zoning Ordinance.

The Zoning Ordinance adopted by the Village of Spring Lake is amended to add Section 7.3.3 to the Zoning Ordinance as follows.

3. Short term rentals.

Section 3. Amend the Special Land Uses Allowed in the Single Family Residential-B District (SFR-B District) of the Village of Spring Lake Zoning Ordinance. The Zoning Ordinance adopted by the Village of Spring Lake is amended to add Section 8.3.6 to the Zoning Ordinance as follows.

6. Short term rentals.

Section 4. Amend the Special Land Uses Allowed in the Multiple Family Residential-A District (MFR-A District) of the Village of Spring Lake Zoning Ordinance. The Zoning Ordinance adopted by the Village of Spring Lake is amended to add Section 9.3.4 to the Zoning Ordinance as follows.

4. Short term rentals.

Section 5. Amend the Special Land Uses Allowed in the Multiple Family Residential-B District (MFR-B District) of the Village of Spring Lake Zoning Ordinance. The Zoning Ordinance adopted by the Village of Spring Lake is amended to add Section 10.3.4 to the Zoning Ordinance as follows.

4. Short term rentals.

Section 6. Amend the Special Land Uses Allowed in the Community Commercial District (C District) of the Village of Spring Lake Zoning Ordinance. The Zoning Ordinance adopted by the Village of Spring Lake is amended to add Section 11.3.14 to the Zoning Ordinance as follows.

14. Short term rentals of permitted dwelling units.

Section 7. Amend the Special Land Uses Allowed in the Central Business District (CBD District) of the Village of Spring Lake Zoning Ordinance. The Zoning Ordinance adopted by the Village of Spring Lake is amended to add Section 12.3.13 to the Zoning Ordinance as follows.

13. Short term rentals of permitted dwelling units.

Section 8. Amend the Special Land Uses Allowed in the Central Business District-Core (CBD-1) of the Village of Spring Lake Zoning Ordinance. The Zoning Ordinance adopted by the Village of Spring Lake is amended to add Section 12.3A.9 to the Zoning Ordinance as follows.

9. Short term rentals of permitted dwelling units.

Section 9. Amend the Special Land Uses Permitted by the Village of Spring Lake Zoning Ordinance. The Zoning Ordinance adopted by the Village of Spring Lake is amended to restate in its entirety Section 20.7.A of the Zoning Ordinance as follows.

Section 20.7 SPECIAL LAND USE SPECIFIC REQUIREMENTS.

A. The special land uses for which specific requirements are provided are as follows:

1. Automobile service stations.
2. Banks, credit unions, savings and loan institutions with drive-through facilities.
3. Bed and breakfast establishments.
4. Car washes, automatic or self-service.
5. Electric substations and gas regulator stations.
6. Foster care group homes.
7. Funeral homes.
8. Gasoline sales.
9. Group day care homes.
10. Hotels, motels.
11. Indoor commercial recreation establishments.
12. Marinas.
13. Restaurants, including drive-through facilities.
14. Restaurants, not including drive-through facilities.
15. Retail businesses, a portion of which are conducted in the open air.
- 15A. Short term rentals.
16. Tool and die machinery shops.
17. Two-family dwellings.
18. Vehicle repair or storage establishments.

19. Veterinary offices.
20. Wholesale establishments and warehouses which sell packaged or repackaged products at retail on the premises.
21. Assembly operations consisting only of limited assembly, fastening, and packaging or repackaging of previously manufactured components.
22. Parking lots.
23. Adult Day Care Facilities.
24. Reserved for future use.
25. Community Support Facility.

Section 10. Amend the Special Land Use Requirements for Short Term Rentals in the Village of Spring Lake Zoning Ordinance. The Zoning Ordinance adopted by the Village of Spring Lake is amended to add Section 20.7.B.15A to the Zoning Ordinance.

15A. Short term rentals:

- a. The minimum lot area for a lot with a short term rental shall be ten thousand (10,000) square feet. However, this requirement shall not apply to the CBD, CBD-1 and PUD Districts.
- b. Off-street parking shall comply with these requirements in addition to any other requirements for the applicable zoning district in question.
 - i. Parking areas shall be hard surfaced with asphalt or concrete pavement.
 - ii. At least two (2) parking spaces shall be added, per short term rental, beyond the normal minimal parking requirements established by this Ordinance. The vehicles used by the renters may not exceed the available on-site off-road parking spaces.
 - iii. The additional parking established for the short term rental shall not be located in the front yard.

- c. Outdoor congregating areas for the short term rental must meet the following requirements, in addition to other requirements established by this Ordinance.
 - i. Fire pits shall be prohibited for short term rentals.
 - ii. Patios and decks must be a minimum of three (3) feet from any property line.
 - iii. The Village may require an outdoor congregating area to be fenced in or landscaped in order to help buffer the short term rental from neighboring properties. The Village shall consider lot sizes in the area and of the short term rental, surrounding land uses, topography, and other considerations deemed relevant by the Village.
- d. The number of overnight guests in a short term rental is limited to the number of beds in the dwelling (two individuals allowed per double bed). The beds must be located in rooms that comply with all applicable construction codes. No guest may sleep on couches, the floor, in tents, or in trailers on the lot.

Section 11. Amend the Special Land Use Requirements for Wholesale Establishments and Warehouses in the Village of Spring Lake. The Zoning Ordinance adopted by the Village of Spring Lake is amended to revise Section 20.7.B.20.f to refer to Section 20.7.B(15) rather than Section 20.7.B(16).

Section 12. Effective Date. The foregoing amendment to the Village of Spring Lake Zoning Ordinance was approved and adopted by the Village Council of the Village of Spring Lake, Ottawa County, Michigan on the _____ day of _____, 20___ after a public hearing conducted by the Village Planning Commission as is required by the of Michigan Zoning Enabling Act, as amended. This Ordinance shall be effective upon publication.

Dated: _____, 20___

By: _____
Mark Powers, President

By: _____
Marvin Hinga, Clerk/Treasurer

CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, certify that the foregoing Village of Spring Lake Ordinance was adopted at a regular meeting of the Village Council held on _____, 20___. The following members of the Village Council were present at that meeting: _____
_____. The following members of the Village Council were absent from that meeting: _____
_____. The Ordinance was adopted by the Village Council with members of the Council: _____
_____ voting in favor and with members of the Council: _____
_____ voting in opposition. Notice of Adoption of the Ordinance was published in the *Grand Haven Tribune* on _____, 20___.

Marvin Hinga, Clerk/Treasurer
Village of Spring Lake

Chapter 271: RENTAL UNITS, REGISTRATION OF

~~GENERAL REFERENCES~~

~~General penalty — See Ch. 1, § 1-2. Municipal civil infractions — See Ch. 25.~~

~~Property maintenance — See Ch. 263. Zoning — See Ch. 390.~~

§ 271-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

LANDLORD—

Any person who owns or controls a rental unit and rents such unit, either personally or through a designated agent, to any other person.

OWNER—

The legal title holder of a rental unit or the premises within which the rental unit is situated.

RENTAL UNIT—

Any ~~multiple-family~~ dwelling unit ~~or residential structure~~ containing sleeping units, including but not limited to hotels, motels, bed- and-breakfast establishments, boardinghouses, or sleeping rooms, which are rented pursuant to an oral or written agreement, for monetary or other consideration, by the owner ~~or to any~~ other person ~~in control of such units to any individual,~~ whether by day, week, month, year, or any other term, when the renting person is not acquiring an ownership interest in the rental unit.

RESPONSIBLE LOCAL AGENT— ~~A person or representative of an individual, a corporation, partnership, firm, joint venture, trust, association, organization or other entity having his place of residence in the county~~

A person living or located in the county and designated by the ~~property~~ owner as responsible for operating ~~such property~~ a rental unit in compliance with the ordinances adopted by the Village. All official notices of the Village may be served on the responsible local agent, and any notice so served shall be deemed to have been served upon the owner ~~of record.~~ An owner may be the responsible local agent if the owner meets the residency requirement.

VILLAGE MANAGER

Shall include any designee of the Village Manager.

§ 271-2. Fees.

Fees for registration of rental units, inspections, and certificates of compliance shall be as established by resolution of the Village Council.

§ 271-3. Violations and penalties.⁴

Any person who violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of this chapter shall be responsible for a municipal civil infraction, subject to § 1-2. Increased civil fines may be imposed for “repeated violations,” which means a second or subsequent municipal civil infraction violation committed by a person within any ~~twelve-~~

~~1. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 4).~~

~~§ 271-3~~ SPRING LAKE CODE ~~§ 271-812~~

month period and for which a person admits responsibility or is determined to be responsible. The increased civil fine for repeat violations is set forth in § 1-2.

§ 271-4. Registration and designation of responsible local agent required.

No ~~property~~ owner shall lease, rent, or otherwise allow a rental unit to be occupied unless the rental unit is registered with the Village and a person is designated a responsible local agent. The responsible local agent shall be legally responsible for operating the registered rental unit in compliance with the ordinances adopted by the Village, shall be responsible for providing access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the ordinances adopted by the Village and any other applicable laws and regulations, and shall accept all legal notices or service of process with respect to the rental unit. The responsible local agent shall maintain a list of the names and number of occupants of each rental unit for which ~~he~~ the responsible local agent is responsible.

§ 271-5. Registration term and renewal of existing rental units.

~~Property owners shall register any and all rental units within the Village and shall designate a responsible local agent. Such~~ The registration of a rental unit shall be effective for one year, and it shall be the responsibility of the ~~property owners~~ owner to re-register ~~such~~ a rental unit on the first day of the month immediately following the expiration of the registration for ~~each~~ a rental unit. Upon registration, a certificate of compliance shall ~~then~~ be obtained pursuant to § 271-10 prior to permitting occupancy of any new rental unit.

§ 271-6. Change in registration information.

The ~~property~~ owner of a rental unit registered with the Village shall re-register within 60 days after any change occurs in registration information. A new owner of a registered rental unit shall re-register the rental unit as provided in this chapter.

§ 271-7. Re-registration.

~~A property~~ An owner shall re-register a rental unit prior to expiration of a certificate of

compliance.

§ 271-8. Application for registration.

An application for registration of a rental unit shall be made in such form and in accordance with such instructions as may be provided by the Village Manager ~~or his or her designee~~ and shall include at least the following information:

~~A.~~ A. The address of the rental unit;

~~B.~~ B. The names and addresses of all owners of the rental units;

~~§ 271-8~~ ~~RENTAL UNITS, REGISTRATION OF~~ ~~§ 271-11~~

~~C.~~ C. The name, address, and telephone number of the person authorized to collect rent from the ~~individuals~~ persons occupying the rental units;

~~D.~~ D. The name, local address, and telephone number of the responsible local agent for the rental unit;

~~E.~~ E. The number of rental units in ~~each building~~ the building where the rental unit is located, and the number of those rental units owned by the owner of the rental unit in question;

~~F.~~ F. The authorization appointing a responsible local agent signed by both the owner and the responsible local agent; ~~and~~

~~G.~~ G. The name, business address, and ~~phone~~ telephone number of ~~the person if any exists,~~ person who holds a lien on the rental unit or the real property on which the rental unit is located;

H. The length of a rental period for each rental unit; and

I. Verification that all state and Village and Spring Lake Township taxes levied and assessed against the rental unit that are due and payable at the time of the application have been paid (delinquencies on such taxes may result in the denial of the application).

§ 271-9. Inaccurate or incomplete registration information.

It shall be a violation of this chapter for ~~a property~~ an owner or a responsible local agent to provide inaccurate information for the registration of a rental units or to fail to provide information required by the Village for such registration. In those cases in which the owner is not a natural person, the owner information shall be that of the president, general manager, or other chief executive officer of the ~~organization~~ owner. Where more than one natural person has an ownership interest, the required information shall be provided for each ~~such owner~~ natural person.

§ 271-10. **Certificate of compliance required.**

No person shall own, operate, lease, rent, or occupy a rental unit unless there is a valid certificate of compliance issued by the Village Manager ~~or his or her designee~~, which certificate of compliance shall be issued in the name of the ~~operator~~ owner and issued for the specific rental unit. The certificate shall be issued for ~~each an entire~~ building containing ~~a rental unit. The certificate of compliance shall be displayed in a conspicuous place in each rental unit at all times~~ rental units if the entire building is owned by one owner. The certificate of compliance shall be issued only after both of the following are completed:

~~A.~~ A. Registration of the rental unit with the ~~Building Department~~ Village; and

~~B.~~ B. Inspection by the Village Manager ~~or his or her designee~~ demonstrating compliance with all ordinances adopted by the Village and with state law.

§ 271-11. **Biennial inspections.**

Subsequent to the registration of all rental units as required in § 271-4, the Village Manager ~~or his or her designee~~ shall commence an inspection of all rental units. During the calendar year, the Village Manager ~~or his or her designee~~ shall notify half of all registered owners of rental units that an inspection must be completed. Once the rental unit is deemed to be in compliance with all ordinances adopted by the Village and with state law, the inspection required for issuance of a certificate of compliance shall be satisfied. The inspection shall then be valid for a period of two years unless revoked according to the terms of this chapter. During

~~§ 271-11~~ SPRING LAKE CODE ~~§ 271-15~~ the following calendar year, the Village Manager ~~or his or her designee~~ shall inspect the remaining half of the rental units. Once the rental unit is deemed to be in compliance with all ordinances adopted by the Village and with state law, the inspection required for issuance of a certificate of compliance shall be satisfied. Prior to conducting the inspection on the second half of the rental units, the Village Manager ~~or his or her designee~~ may issue a temporary certificate for such units. Once the inspection required for issuance of the certificate of compliance is satisfied, it shall then be valid for a period of two years unless revoked according to the terms of this chapter. The Village Manager ~~or his or her designee~~ shall thereafter alternate ~~inspection~~ inspections biennially. The biennial inspection shall not, however, eliminate the ~~registered owners'~~ responsibility of owners to register such units on an annual basis.

§ 271-12. **Temporary certificates.**

Temporary certificates of compliance may be issued without prior inspection to owners of occupied rental units ~~existing as of May 15, 1995. Such certificates may be issued,~~ as of the effective date of the initial registration ~~following May 15, 1995,~~ to allow ~~property~~ owners to operate ~~such~~ the rental units until such time as an inspection may be made by the Village Manager ~~or his or her designee~~. At such time as an inspection is made by the Village Manager ~~or his or her designee~~ and a determination has been made that compliance with the

provisions of this chapter have been secured, the temporary certificate shall expire.

§ 271-13. Prerequisites for issuance of certificate of compliance.

The Village Manager ~~or his or her designee~~ shall not issue a certificate of compliance unless a current rental unit registration is in effect, the responsible local agent is properly designated, any fees for registration plus any penalties are paid in full, and inspection as required in § 271-14 has determined that compliance has been secured with the minimum standards and other provisions of the ordinances adopted by the Village.

§ 271-14. Inspections.

All facilities, areas, and units governed by this chapter shall be inspected. All facilities, areas, and units inspected shall comply with the standards of the ordinances adopted by the Village. If an inspection is scheduled and the owner or responsible local agent fails to appear, an inspection fee shall be assessed against the owner and/or the responsible local agent; ~~and~~ no inspection shall then be completed until the at fee is paid in full.

§ 271-15. Posting.

The following information shall be posted in a conspicuous place either within each rental unit or in a common area shared by all occupants of a building with multiple rental units:

~~A. A.~~ A copy of the current certificate of compliance; and

~~§ 271-15 RENTAL UNITS, REGISTRATION OF § 271-20~~

~~B. B.~~ The name, address, and telephone number of the responsible local agent.

§ 271-16. Revocation of certificate of compliance.

If the Village Manager ~~or his or her designee shall discover~~ discovers the failure of any ~~property~~ owner or responsible local agent to comply with a notice of violation issued pursuant to the provisions of the ordinances adopted by the Village, including but not limited to the provisions of this chapter, the certificate of compliance may be revoked.

§ 271-17. Appeal of denial of registration or revocation.

Any ~~property owner whose rental unit registration~~ owner or responsible local agent whose certificate of compliance has been denied or whose certificate of compliance has been revoked may file an appeal to the Zoning Board of Appeals. Any revocation shall be stayed while the appeal is pending before the Zoning Board of Appeals. An owner or responsible local agent may petition for reinstatement of a revoked certificate of compliance no sooner than 12 months after the revocation.

§ 271-18. Circumstances requiring vacation of unit.

~~A. A.~~ Upon revocation of a certificate of compliance and a determination is made by the ~~Board of Appeals~~ Village that ~~a~~ the rental unit is ~~unfit for human habitation~~ not habitable, the owner or ~~operator~~ responsible local agent of the unit shall immediately vacate the unit; and no person shall thereafter occupy the unit for sleeping or living purposes until ~~such~~ the unit complies with this chapter.

~~B. —~~ ~~When a rental unit is found to be in violation of the provisions of the ordinances adopted~~ B. Upon revocation of a certificate of compliance but a determination is made by the Village ~~but determined to be that the rental unit is~~ habitable, a vacation order shall not be entered; ~~but the~~ The certificate of compliance shall be deemed expired and the rental unit shall be in violation of the terms of this chapter.

§ 271-19. Expiration of certificate of compliance.

A certificate of compliance shall expire on the date stated on ~~the certificate of compliance its~~ face or on the repair date stated on a notice to repair. ~~Sixty days after such expiration date,~~ It shall be unlawful for the rental unit ~~in question~~ to be occupied 60 days after the expiration date, unless a new certificate of compliance has been issued. A rental unit which has not been previously certified shall be deemed to have an expiration date on the date the responsible local agent is notified to register the rental unit.

§ 271-20. Notification of expired certificate.

~~Sixty days after~~ After expiration of a certificate of compliance and the passage of 60 days, the Village may issue a notice of expired certificate to the owner and to the occupant of each unit. The notice shall state that:

~~A. A.~~ The dwelling does not have a valid certificate of compliance;

~~B. B.~~ It is unlawful for any vacant unit to be reoccupied or rented;

~~C. C.~~ Current tenants may be entitled to escrow rent moneys as provided for under state law; and
~~§ 271-20~~ SPRING LAKE CODE ~~§ 271-23~~

~~D. D.~~ A placard containing this information will be posted on the ~~dwelling~~ rental unit and may not be removed until a new certificate of compliance is issued.

§ 271-21. Renewal of certificate of compliance.

At least 30 days prior to the expiration of a certificate of compliance, the Village shall notify the ~~registered~~ owner or responsible local agent to re-register the rental unit and to arrange for a compliance inspection. The property owner or responsible local agent shall be responsible for re-registering a rental unit and arranging a compliance inspection prior to the expiration date on the

certificate. When a certificate of compliance is reissued in accordance with this chapter, it shall have a one-year expiration date with the same month and day as shown on the previous certificate, regardless of the date that the new certificate is actually issued.

§ 271-22. Exceptions to requirement of certificate of compliance.

A certificate of compliance shall not be required for living or sleeping accommodations in jails, hospitals, nursing homes, school dormitories, convalescent homes, retirement homes, foster homes, or ~~for~~ temporary group shelters provided by legal not-for-profit agencies ~~which are inspected, certified and/or licensed~~ that are regulated by other governmental agencies.

§ 271-23. Basis for non-biennial inspections.

Inspections for other than biennial purposes may be made to obtain and maintain compliance with the standards of this chapter based upon one of the following:

~~A.~~ A. A complaint received by the Village indicating that there is a violation of the standards or the provisions of the ordinances adopted by the Village;

~~B.~~ B. An observation by the Village of a violation of the standards or the provisions of the ordinances adopted by the Village;

~~C.~~ C. A report or observation of a dwelling that is unoccupied and unsecured or a dwelling that is fire damaged;

~~D.~~ D. The registration, re-registration or renewal, and re-certification of a rental unit as required by this chapter;

~~E.~~ E. The need to determine compliance with a notice or an order issued by the Village;

~~F.~~ F. Designation by the Village Council of an area where all dwellings, ~~accessory buildings or yards~~ are to be inspected uniformly or intensively or for specific violations;

~~G.~~ G. An emergency observed or reasonably believed to exist in the rental unit;

~~H.~~ H. A request for an inspection by the ~~property~~-owner; or

~~§ 271-23~~ RENTAL UNITS, REGISTRATION OF ~~§ 271-26~~

~~I.~~ I. Requirements of law where a dwelling is to be demolished by the Village or where ownership is to be transferred to the Village.

§ 271-24. Complaint-initiated inspections.

If an inspection is initiated by a complaint and no violation is found to exist, no inspection fees will be assessed against the owner of the inspected rental unit.

§ 271-25. **Reinspection.**

Where a reinspection must be made to ensure conformity with this chapter or before a certificate of compliance is issued for those rental units that have been issued violation notices, there will be charged a separate fee for every inspection ~~when~~required until the violation has ~~not~~ been abated or corrected.

§ 271-26. **Inspection upon transfer of ownership.**

- ~~A.~~ A. If there is a transfer of ownership concerning any rental unit, ~~including an owner-occupied rental unit,~~ and a current certificate of compliance exists, a final inspection by the Village Manager ~~or his or her designee~~ shall be waived.
- ~~B.~~ B. If there is a transfer of ownership concerning any rental unit, ~~including an owner-occupied rental unit,~~ and a current certificate of compliance does not exist, there shall be a final inspection by the Village Manager ~~or his or her designee.~~ ~~If violations of this Code are.~~ If any violation of a Village ordinance is found, a notice of violations shall be issued to both the current owner and the prospective buyer.
- ~~C.~~ C. If ownership of any rental unit is transferred contrary to Subsection A or B of this section, the certificate of compliance and rental unit registration shall be deemed to expire within 60 days of the transfer unless appropriate steps are taken to obtain a rental unit registration and certificate of compliance.
- ~~D.~~ D. If there is a transfer of ownership where violations are found during the final inspection, the rental unit registration shall become invalid. Any new owner shall register within 10 days of the date of transfer of any rental unit. Every person holding such registration shall notify the Village Manager ~~or his or her designee~~ in writing of the change in the ownership of such rental unit.²
- ~~E.~~ E. Any ~~residents~~occupant of a rental unit which undergoes a transfer of ownership ~~while the individuals are residing in that unit, including an owner-occupied rental unit,~~during that occupancy shall be notified of any transfer of ownership.

~~2. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).~~

[SLV 10 Chapter 271 Registration of Rental Units - Amendment 09052018 GRAPIDS 59146-10 519286v1](#)

Document comparison by Workshare Compare on Thursday, September 6, 2018
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Chapter 271: RENTAL UNITS, REGISTRATION OF

§ 271-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

LANDLORD

Any person who owns or controls a rental unit and rents such unit, either personally or through a designated agent, to any other person.

OWNER

The legal title holder of a rental unit or the premises within which the rental unit is situated.

RENTAL UNIT

Any dwelling unit containing sleeping units, including but not limited to hotels, motels, bed- and-breakfast establishments, boardinghouses, or sleeping rooms, which are rented pursuant to an oral or written agreement, for monetary or other consideration, by the owner to any other person, whether by day, week, month, year, or any other term, when the renting person is not acquiring an ownership interest in the rental unit.

RESPONSIBLE LOCAL AGENT

A person living or located in the county and designated by the owner as responsible for operating a rental unit in compliance with the ordinances adopted by the Village. All official notices of the Village may be served on the responsible local agent, and any notice so served shall be deemed to have been served upon the owner. An owner may be the responsible local agent if the owner meets the residency requirement.

VILLAGE MANAGER

Shall include any designee of the Village Manager.

§ 271-2. Fees.

Fees for registration of rental units, inspections, and certificates of compliance shall be as established by resolution of the Village Council.

§ 271-3. Violations and penalties.

Any person who violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of this chapter shall be responsible for a municipal civil infraction, subject to § 1-2. Increased civil fines may be imposed for “repeated violations,” which means a second or subsequent municipal civil infraction violation committed by a person within any 12 month period and for which a person admits responsibility or is determined to be responsible. The increased civil fine for repeat violations is set forth in § 1-2.

§ 271-4. Registration and designation of responsible local agent required.

No owner shall lease, rent, or otherwise allow a rental unit to be occupied unless the rental unit is registered with the Village and a person is designated a responsible local agent. The responsible local agent shall be legally responsible for operating the registered rental unit in compliance with the ordinances adopted by the Village, shall be responsible for providing access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the ordinances adopted by the Village and any other applicable laws and regulations, and shall accept all legal notices or service of process with respect to the rental unit. The responsible local agent shall maintain a list of the names and number of occupants of each rental unit for which the responsible local agent is responsible.

§ 271-5. Registration term and renewal of existing rental units.

The registration of a rental unit shall be effective for one year, and it shall be the responsibility of the owner to re-register a rental unit on the first day of the month immediately following the expiration of the registration for a rental unit. Upon registration, a certificate of compliance shall be obtained pursuant to § 271-10 prior to permitting occupancy of any new rental unit.

§ 271-6. Change in registration information.

The owner of a rental unit registered with the Village shall re-register within 60 days after any change occurs in registration information. A new owner of a registered rental unit shall re-register the rental unit as provided in this chapter.

§ 271-7. Re-registration.

An owner shall re-register a rental unit prior to expiration of a certificate of compliance.

§ 271-8. Application for registration.

An application for registration of a rental unit shall be made in such form and in accordance with such instructions as may be provided by the Village Manager and shall include at least the following information:

- A. The address of the rental unit;
- B. The names and addresses of all owners of the rental unit;
- C. The name, address, and telephone number of the person authorized to collect rent from the persons occupying the rental unit;
- D. The name, local address, and telephone number of the responsible local agent for the rental unit;

- E. The number of rental units in the building where the rental unit is located, and the number of those rental units owned by the owner of the rental unit in question;
- F. The authorization appointing a responsible local agent signed by both the owner and the responsible local agent;
- G. The name, business address, and telephone number of any person who holds a lien on the rental unit or the real property on which the rental unit is located;
- H. The length of a rental period for each rental unit; and
- I. Verification that all state and Village and Spring Lake Township taxes levied and assessed against the rental unit that are due and payable at the time of the application have been paid (delinquencies on such taxes may result in the denial of the application).

§ 271-9. Inaccurate or incomplete registration information.

It shall be a violation of this chapter for an owner or a responsible local agent to provide inaccurate information for the registration of a rental unit or to fail to provide information required by the Village for such registration. In those cases in which the owner is not a natural person, the owner information shall be that of the president, general manager, or other chief executive officer of the owner. Where more than one natural person has an ownership interest, the required information shall be provided for each natural person.

§ 271-10. Certificate of compliance required.

No person shall own, operate, lease, rent, or occupy a rental unit unless there is a valid certificate of compliance issued by the Village Manager, which certificate of compliance shall be issued in the name of the owner and issued for the specific rental unit. The certificate shall be issued for an entire building containing rental units if the entire building is owned by one owner. The certificate of compliance shall be issued only after both of the following are completed:

- A. Registration of the rental unit with the Village; and
- B. Inspection by the Village Manager demonstrating compliance with all ordinances adopted by the Village and with state law.

§ 271-11. Biennial inspections.

Subsequent to the registration of all rental units as required in § 271-4, the Village Manager shall commence an inspection of all rental units. During the calendar year, the Village Manager shall notify half of all registered owners of rental units that an inspection must be completed. Once the rental unit is deemed to be in compliance with all ordinances adopted by the Village and with state law, the inspection required for issuance of a certificate of compliance shall be satisfied. The inspection shall then be valid for a period of two years unless revoked according to the terms of this chapter. During the following calendar year, the Village Manager shall inspect the

remaining half of the rental units. Once the rental unit is deemed to be in compliance with all ordinances adopted by the Village and with state law, the inspection required for issuance of a certificate of compliance shall be satisfied. Prior to conducting the inspection on the second half of the rental units, the Village Manager may issue a temporary certificate for such units. Once the inspection required for issuance of the certificate of compliance is satisfied, it shall then be valid for a period of two years unless revoked according to the terms of this chapter. The Village Manager shall thereafter alternate inspections biennially. The biennial inspection shall not, however, eliminate the responsibility of owners to register such units on an annual basis.

§ 271-12. Temporary certificates.

Temporary certificates of compliance may be issued without prior inspection to owners of occupied rental units, as of the effective date of the initial registration, to allow owners to operate the rental units until such time as an inspection may be made by the Village Manager. At such time as an inspection is made by the Village Manager and a determination has been made that compliance with the provisions of this chapter have been secured, the temporary certificate shall expire.

§ 271-13. Prerequisites for issuance of certificate of compliance.

The Village Manager shall not issue a certificate of compliance unless a current rental unit registration is in effect, the responsible local agent is properly designated, any fees for registration plus any penalties are paid in full, and inspection as required in § 271-14 has determined that compliance has been secured with the minimum standards and other provisions of the ordinances adopted by the Village.

§ 271-14. Inspections.

All facilities, areas, and units governed by this chapter shall be inspected. All facilities, areas, and units inspected shall comply with the standards of the ordinances adopted by the Village. If an inspection is scheduled and the owner or responsible local agent fails to appear, an inspection fee shall be assessed against the owner or the responsible local agent; no inspection shall then be completed until that fee is paid in full.

§ 271-15. Posting.

The following information shall be posted in a conspicuous place either within each rental unit or in a common area shared by all occupants of a building with multiple rental units:

- A. A copy of the current certificate of compliance; and
- B. The name, address, and telephone number of the responsible local agent.

§ 271-16. Revocation of certificate of compliance.

If the Village Manager discovers the failure of any owner or responsible local agent to comply

with a notice of violation issued pursuant to the provisions of the ordinances adopted by the Village, including but not limited to the provisions of this chapter, the certificate of compliance may be revoked.

§ 271-17. Appeal of denial of registration or revocation.

Any owner or responsible local agent whose certificate of compliance has been denied or whose certificate of compliance has been revoked may file an appeal to the Zoning Board of Appeals. Any revocation shall be stayed while the appeal is pending before the Zoning Board of Appeals. An owner or responsible local agent may petition for reinstatement of a revoked certificate of compliance no sooner than 12 months after the revocation.

§ 271-18. Circumstances requiring vacation of unit.

- A. Upon revocation of a certificate of compliance and a determination is made by the Village that the rental unit is not habitable, the owner or responsible local agent of the unit shall immediately vacate the unit; and no person shall thereafter occupy the unit for sleeping or living purposes until the unit complies with this chapter.
- B. Upon revocation of a certificate of compliance but a determination is made by the Village that the rental unit is habitable, a vacation order shall not be entered. The certificate of compliance shall be deemed expired and the rental unit shall be in violation of the terms of this chapter.

§ 271-19. Expiration of certificate of compliance.

A certificate of compliance shall expire on the date stated on its face or on the repair date stated on a notice to repair. It shall be unlawful for the rental unit to be occupied 60 days after the expiration date, unless a new certificate of compliance has been issued. A rental unit which has not been previously certified shall be deemed to have an expiration date on the date the responsible local agent is notified to register the rental unit.

§ 271-20. Notification of expired certificate.

After expiration of a certificate of compliance and the passage of 60 days, the Village may issue a notice of expired certificate to the owner and to the occupant of each unit. The notice shall state that:

- A. The dwelling does not have a valid certificate of compliance;
- B. It is unlawful for any vacant unit to be reoccupied or rented;
- C. Current tenants may be entitled to escrow rent moneys as provided for under state law; and

- D. A placard containing this information will be posted on the rental unit and may not be removed until a new certificate of compliance is issued.

§ 271-21. Renewal of certificate of compliance.

At least 30 days prior to the expiration of a certificate of compliance, the Village shall notify the owner or responsible local agent to re-register the rental unit and to arrange for a compliance inspection. The property owner or responsible local agent shall be responsible for re-registering a rental unit and arranging a compliance inspection prior to the expiration date on the certificate. When a certificate of compliance is reissued in accordance with this chapter, it shall have a one-year expiration date with the same month and day as shown on the previous certificate, regardless of the date that the new certificate is actually issued.

§ 271-22. Exceptions to requirement of certificate of compliance.

A certificate of compliance shall not be required for living or sleeping accommodations in jails, hospitals, nursing homes, school dormitories, convalescent homes, retirement homes, foster homes, or temporary group shelters provided by legal not-for-profit agencies that are regulated by other governmental agencies.

§ 271-23. Basis for non-biennial inspections.

Inspections for other than biennial purposes may be made to obtain and maintain compliance with the standards of this chapter based upon one of the following:

- A. A complaint received by the Village indicating that there is a violation of the standards or the provisions of the ordinances adopted by the Village;
- B. An observation by the Village of a violation of the standards or the provisions of the ordinances adopted by the Village;
- C. A report or observation of a dwelling that is unoccupied and unsecured or a dwelling that is fire damaged;
- D. The registration, re-registration or renewal, and re-certification of a rental unit as required by this chapter;
- E. The need to determine compliance with a notice or an order issued by the Village;
- F. Designation by the Village Council of an area where all dwellings are to be inspected uniformly or intensively or for specific violations;
- G. An emergency observed or reasonably believed to exist in the rental unit;
- H. A request for an inspection by the owner; or

- I. Requirements of law where a dwelling is to be demolished by the Village or where ownership is to be transferred to the Village.

§ 271-24. Complaint-initiated inspections.

If an inspection is initiated by a complaint and no violation is found to exist, no inspection fees will be assessed against the owner of the inspected rental unit.

§ 271-25. Reinspection.

Where a reinspection must be made to ensure conformity with this chapter or before a certificate of compliance is issued for those rental units that have been issued violation notices, there will be charged a separate fee for every inspection required until the violation has been abated or corrected.

§ 271-26. Inspection upon transfer of ownership.

- A. If there is a transfer of ownership concerning any rental unit, and a current certificate of compliance exists, a final inspection by the Village Manager shall be waived.
- B. If there is a transfer of ownership concerning any rental unit, and a current certificate of compliance does not exist, there shall be a final inspection by the Village Manager. If any violation of a Village ordinance is found, a notice of violation shall be issued to both the current owner and the prospective buyer.
- C. If ownership of any rental unit is transferred contrary to Subsection A or B of this section, the certificate of compliance and rental unit registration shall be deemed to expire within 60 days of the transfer unless appropriate steps are taken to obtain a rental unit registration and certificate of compliance.
- D. If there is a transfer of ownership where violations are found during the final inspection, the rental unit registration shall become invalid. Any new owner shall register within 10 days of the date of transfer of any rental unit. Every person holding such registration shall notify the Village Manager in writing of the change in the ownership of such rental unit.
- E. Any occupant of a rental unit which undergoes a transfer of ownership during that occupancy shall be notified of any transfer of ownership.



THE VILLAGE

SPRING LAKE

VILLAGE HALL

Christine Burns

From: Christine Burns
Sent: Thursday, September 6, 2018 2:55 PM
To: Robert Yonkers; Robert Helder; Deb Mascarin
Subject: Pickleball

We were getting noise complaints from neighbors regarding early start times on the Pickleball courts. We've posted signs reminding everyone about start times. Thanks!

Chris



DRAFT MINUTES

**Monday, August 20, 2018
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan**

1. Call to Order

President Pro-tem **TePastte** called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

3. Roll Call

Present: Duer, Hanks, Miller, Petrus, TePastte, Van Strate.

Absent: President Powers

Motion by **Miller**, second from **Hanks**, to excuse the absence of President Powers.

Yes: 6 No: 0

4. Approval of the Agenda

Motion by **Van Strate**, second from **Duer**, to excuse the absence of President Powers.

Yes: 6 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 59975-60054) in the amount of \$321,507.75.

B. Approved the minutes for the July 9, 2018 work session and the July 16, 2018 regular Council meeting.

C. Approved Resolution 2018-14, a Resolution to approve the 2018 update of the Spring Lake Village Master Plan.

D. Approved an extension through September 30, 2020 of the current agreement with Ottawa County for a Finance Director.

E. Approved the Spring Lake Rotary request to use Central Park on February 16,

2019 for the annual Snow Jam event.

- F. Approved a 36-month vehicle lease which includes a \$1,000 down payment with Preferred Chevrolet for a 2018 Equinox.
- G. Approved the appointment of Mr. Marvin Hinga as the Acting Village Manager during the Village Manager's absence from August 27, 2018 to September 2, 2018.
- H. Approved a 4% pay increase for the Village Manager retroactive to July 1, 2018.

Motion by **Hanks**, second from **Miller**, to approve the Consent Agenda as presented.

Yes: 6 No: 0

6. General Business

- A. None.

7. Department Reports

- A. **Village Manager** – Manager **Burns** said she was not able to get a report together due to her illness last week and would be getting one out to Council that week.
- B. **Clerk/Treasurer/Finance Director**
- C. **OCSO**
- D. **Fire**
- E. **911**
- F. **DPW**
- G. **Building**
- H. **Water**
- I. **Sewer**
- J. **Minutes from Various Board & Committees**

8. Old Business and Reports by the Village Council – Council had no old business to discuss.

9. New Business and Reports by Village Council – **Van Strate** asked what opinions were on moving the Jackson Street stop light. **Burns** said that at this time there had not been any community engagement meetings, so she had not received any public input and MDOT was reactionary, not proactive, when it came to proposed developments. **Burns** said that once the new development was done, Moore & Bruggink engineer Ryan Arends would work with Pete LaMourie, Progressive AE, and put together traffic study numbers and present them to MDOT for consideration.

10. Status Report: Village Attorney – Attorney Sullivan had nothing to add.

11. Statement of Citizens – Statements of Citizens were received from Lee Schuitema, 408 W. Exchange and Nancy Verlinde, 524 E Exchange.

12. Adjournment

Motion by **Van Strate**, second from **Duer**, Village Council adjourned the meeting at 7:21 p.m.

Yes: 6

No: 0

Joel TePastte, Village President Pro-tem

Maryann Fonkert, Deputy Clerk



Village of Spring Lake
Draft Minutes Council Work Session

August 13, 2018

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)
Spring Lake, MI 49456

President **Powers** called the meeting to order at 7:00 p.m.

1. Presentation by Registered Consulting Forester Dennis Worst.

Mr. Worst did not attend the meeting. Council felt that simply having a couple of 2" slabs cut from the base of the tree and the painting were sufficient to memorialize the tree.

2. Infrastructure Presentation/Discussion (Chris/Marv)

Chris and Marv ran through an abbreviated version of the presentation the public saw at the community engagement meeting. The Power Point was followed by discussion regarding the rate structure that will be necessary to fund the infrastructure improvements. These discussions will be on-going over the next 6 months. Council Member Petrus asked Marv to find out how many of the lakeshore homes were primary residences.

3. Master Plan Adoption

The Planning Commission held their public hearing on June 26th and voted unanimously to approve the Master Plan. While they had a quorum, they did not have a super majority present and had to reconsider the plan at their July 24th meeting. Again, the Planning Commission recommends adoption. Council asked that this be placed on the consent agenda.

4. Extension of Finance Director Contract

According to our contract with Ottawa County for financial services, the contract is to be renewed in writing each year. A proposed contract was included for Council review. Council asked that this be placed on the consent agenda.

5. River Street Speed Study

President Powers has requested a quote to perform a speed study along River Street that may/may not recommend a change to striping or parking along River. A quote for \$2,300 from Pete LaMourie at Progressive AE is

attached for Council review. Council did not feel the need to act on this item at this time.

6. Spring Lake Rotary Request for Use of Central Park (Snow Jam)

Spring Lake Rotary would once again like to utilize Central Park on February 16, 2019 for their annual Snow Jam event. The proceeds raised from this event are reinvested back into the community. Council asked that this item be placed on the consent agenda.

7. Vehicle Lease

The lease of the 2015 Chevy Equinox expires in August. The Village Manager's contract includes the lease of the vehicle for Village use. A proposal from Preferred Chevrolet in Grand Haven and Betten in Muskegon was included for Council review. Marv recommended a 36-month lease with Preferred Chevrolet with a \$1,000 down payment. The proposals were reviewed by the finance committee prior to the meeting. Council asked that this item be placed on the consent agenda.

8. Village Manager Performance Review

The Village Manager's contract calls for a performance appraisal each year prior to consideration of any pay increase. Council considered the submissions of 6 Council Members (Ms. Petrus was appointed at the end of the fiscal year and has received permission to recuse herself from the review process). Council asked for this item to be placed on the consent agenda using a 4% raise, retroactive to July 1, 2018.

9. Communications

- Boardwalk Incident
- CGAP Application Denial
- Complaint – Anthony
- Complaint - Barfield
- Complaint – Blanchard
- Complaint - Brown
- Complaint – Hewitt
- Complaint – Puglise
- Complaint – Weiselberg
- Fire Inspection Flyer

- Invasive Species Update
- Lakeside Trail Lighting Update
- Library Calendar (August)
- Violation Notice – 105 S. Lake
- Violation Notice – 220 S. Lake
- Violation Notice – 520 Franklin

10. Minutes

Minutes of the July 9, 2018 Work Session and July 16, 2018 regular meeting were attached for review. No corrections were suggested. Council asked that these items be placed on the consent agenda.

11. Public Comment

Lee Schuitema spoke favorably of Village Manager **Burns**.

12. Adjournment: There being no further business, the meeting adjourned at 8:38 p.m.

Mark Powers, Village President

Chris Burns, Village Manager



102 W. SAVIDGE ST. • SPRING LAKE, MI 49456

PHONE: 616-842-1393 • FAX: 616-847-1393

www.springlakevillage.org

August 22, 2018

Mr. Jonathan Mitchell
Ms. Lori Davis
110 W. Exchange
Spring Lake, MI 49456

Dear Mr. Mitchell & Ms. Davis,

It has come to our attention that you have performed work within the Village right-of-way without first obtaining a permit to do so. The property located between the sidewalk and the street is property of the Village and requires permission to excavate per Ordinance 326.13 (*attached*).

If you wish to continue with your excavation, please fill out a permit and submit to Village Hall for consideration.

Sincerely,

Christine Burns
Village Manager

CC: Village DPW
Village Council

Village of Spring Lake, MI
Wednesday, August 22, 2018

Chapter 326. Streets and Sidewalks

Article III. Excavations

[Adopted as Ch. 70, Art. III, of the 2000 Code of Ordinances]

§ 326-12. Excavations and openings to be guarded.

No person making an excavation in a street, alley or public place shall fail to guard the excavation fully during the period of construction; and no person causing any such opening to be used, nor the user, shall fail to guard or barricade the excavation while in use, so as to protect the safety of the public. No person using any excavation, or causing the excavation to be used, shall fail to close the opening in accordance with the directions of the Village Manager or his or her designee.

§ 326-13. Permit required.

No person shall make any excavation or opening in or under any street, alley or public place without first procuring a permit from the Village Manager or his or her designee.

§ 326-14. Application for permit.

Any person who desires to procure a permit under this article shall make application to the Village Manager or his or her designee. Such application shall be made on the form provided by the Village and shall include such information as is reasonably necessary for the Village Manager or his or her designee to be advised of the location of the proposed excavation; the purpose of the excavation; the work to be performed and any item to be installed; and such maps, sketches, drawings or other written materials as are necessary in the reasonable judgment of the Village Manager or his or her designee to provide the Village with adequate information with respect to the work to be done and utility lines or other items to be installed as part of the excavation. The application shall also include such information as is reasonably necessary for the Village Manager or his or her designee to determine whether there has been compliance with Public Act No. 174 of 2013 (the MISS DIG Underground Facility Damage Prevention and Safety Act, MCLA § 460.721 et seq.).

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

§ 326-15. Compliance with statutory provisions required for issuance of permit.

A permit required by this article shall not be issued unless the person applying for a permit has complied with the requirements of Public Act No. 174 of 2013 (the MISS DIG Underground Facility Damage Prevention and Safety Act, MCLA § 460.721 et seq.). Compliance with Public Act No. 174 of 2013 (the MISS DIG Underground Facility Damage Prevention and Safety Act, MCLA § 460.721 et seq.)

shall not be deemed to relieve a person from the responsibility for complying with the provisions of this article.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

§ 326-16. Permit refusal; appeal.

If the Village Manager or his or her designee shall refuse to issue any permit under this article, the applicant may appeal to the Village Council, which shall grant a hearing on the appeal; and the decision of the Village Council shall be final. In granting a permit after such hearing, the Village Council may impose such conditions as it may deem desirable to protect the safety of persons and property.

§ 326-17. Inspections; revocation or suspension of permit.

All work done pursuant to any permit under this article shall be inspected by the Village Manager or his or her designee, and the Village Manager or his or her designee may suspend or revoke any permit so granted where either the workmanship or materials used does not conform to the plans and specifications approved or required upon issuance of the permit or when the terms of any permit or of this article are violated. No person shall perform any work authorized by any permit or cause any such work to be performed while that permit is suspended or revoked.



RIGHT OF WAY PERMIT APPLICATION

(Not Valid Until Signed by Village Official)

For Activity in Village Rights-of-Way and Public Places.

Before You Dig, Call Miss Dig 1-800-482-7171 to Locate Public Utilities.

Applicant Name: _____ Phone: _____

Address: _____

Date of Application: _____ Activity Dates: _____ to _____

Project Address: Same or _____

Type of Activity: _____

Contractor: _____ Phone: _____

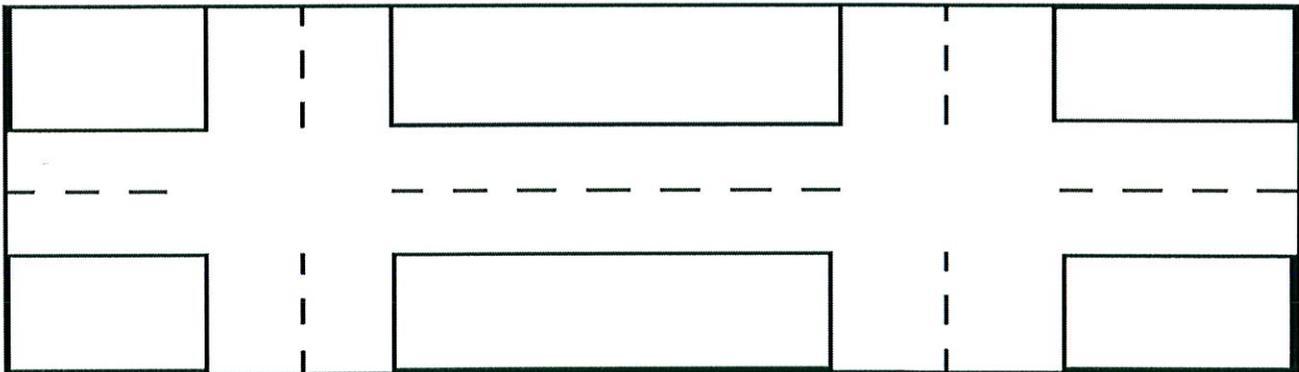
Contractor Address: _____

Bond Amount: \$ _____ Date Bond Filed: _____

Fee Received: \$ _____ Deposit Received: \$ _____ Date: _____

Additional Information: _____

Village Approval: _____ Date: _____



Location Sketch:

RIGHT OF WAY PERMIT
GENERAL CONDITIONS

DUMPTERS

- shall be made visible to motorists and pedestrians by means of reflectors or barricades.
- shall be placed within the Applicant's property lines extended into the street. -shall not be placed within 15 feet of a fire hydrant.
- shall not be placed so as to block or impair traffic flow in the street or motorists' line of sight. -shall be kept in safe condition at all times.
- shall be removed from the right of way in a timely manner.
- any damage to the public right of way shall be corrected by the Applicant or their contractor at their expense in a timely manner.

SIDEWALK SPECIFICATIONS

- Material: 6 bag 35P concrete mix as specified in the MDOT Standard Specifications
- Base material: class II granular material compacted to 95% maximum density
- Minimum thickness: 4" (6" when crossing a driveway)
- Minimum width: 5' *
- Control joint spacing: 5'
- Expansion joint spacing: 20'
- Maximum running slope: 1 in 20*
- Maximum cross slope: 1 in 48*

*from the 1993 Michigan Barrier Free Design Graphics Manual

DRIVEWAY SPECIFICATIONS (for paved driveways only)

If a driveway apron is to be paved, that portion of the driveway that is within the public right-of-way shall be paved with either:

- 6" thick non-reinforced 6 bag 35P concrete
- 4" thick wire reinforced 6 bag 35P concrete
- 2" thick asphalt

Maximum flare: 1.5 times the width at right-of-way line. Flares must be within the property lines, as extended, for the property on which the driveway is located.

PAVEMENT CUTS

All pavement cuts shall be limited to the minimum necessary to complete the project. Pavement cuts shall be saw cut and repaired with a layered and compacted 8" sub-base of 22A gravel and finished with 4" of asphalt. The sub-base shall be allowed to settle for 1 week before paving. The final asphalt layer shall be installed within 2 weeks after completion of the project. Winter pavement cuts shall be limited to emergency work only and must be repaired with cold patch asphalt until the asphalt plants open in the spring. The pavement cut shall be saw cut and repaired as indicated above within 2 weeks of the opening of the asphalt plants in the spring. Pavement work must be done by a Village approved contractor.

The Village may require a performance bond for any work done in the right-of-way. The amount of the bond will be determined by the scope of the work.

The above specifications shall not be interpreted as a complete list, please see applicable zoning and engineering requirements.

Doc. 5/10



102 W. SAVIDGE ST. • SPRING LAKE, MI 49456

PHONE: 616-842-1393 • FAX: 616-847-1393

www.springlakevillage.org

August 22, 2018

Ms. Elizabeth J. Wheeler
120 N. Lake
Spring Lake, MI 49456

Dear Ms. Wheeler,

This letter serves as a courtesy to you on behalf of the Village's forestry department. It appears that the tree located between the street and the sidewalk in front of your residence is actively dying. Typically, this tree would be in the right-of-way and would be the responsibility of the municipality. In this particular case, as you can see by the enclosed aerial, it is actually located on your property.

You are not obligated to act, we simply wanted to bring this to your attention should you wish to address the situation before it becomes an issue. Trees like this can come down easily in a storm and potentially cause significant damage as you experienced when the tree located just to the south came down in June 2016. Our goal with this letter is to simply educate you on the potential liability associated with your tree.

If you have any questions, please feel free to contact me.

Sincerely,

Christine Burns
Village Manager

Cc: Village Council
Tree Board



47.0 0 23.51 47.0 Feet

NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Intl
 © Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

□ Parcels

Real Parcel ID: Last Six Numb

Notes



102 W. SAVIDGE ST. • SPRING LAKE, MI 49456

PHONE: 616-842-1393 • FAX: 616-847-1393

www.springlakevillage.org

August 22, 2018

St. Mary's Catholic Church
406 E. Savidge
Spring Lake, MI 49456

Dear St. Mary's Catholic Church,

This letter serves as a courtesy to you on behalf of the Village's forestry department. It appears that the two extremely large oak trees located at the corner of Savidge & Williams actively dying. We would highly recommend that you consider having an arborist evaluate the viability and strength of both trees.

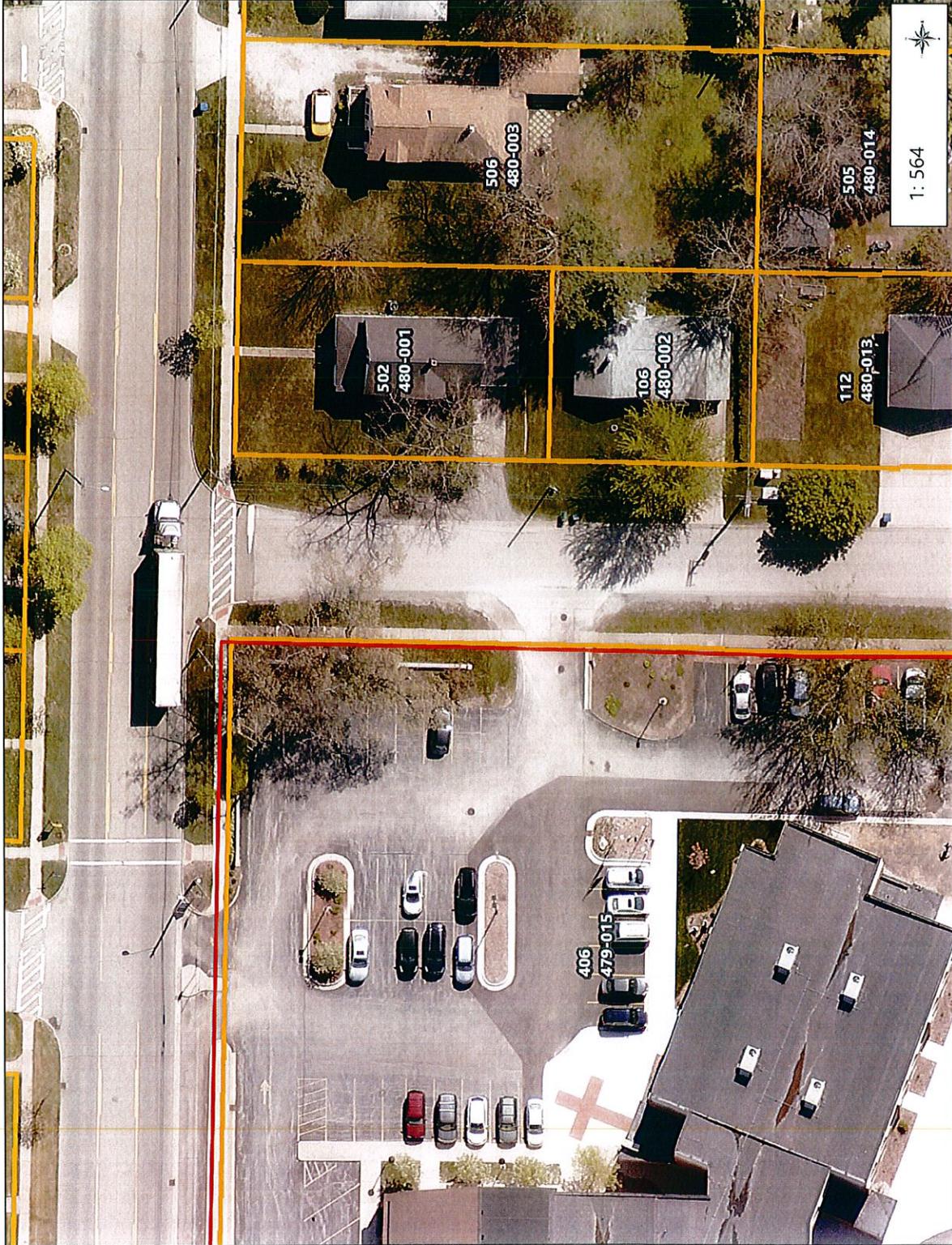
You are not obligated to act, we simply wanted to bring this to your attention should you wish to address the situation before it becomes an issue. Trees that are distressed can come down easily in a storm and potentially cause significant damage both monetarily and emotionally should someone be injured or killed. Our goal with this letter is to simply educate you on the potential liability associated with your tree.

If you have any questions, please feel free to contact me.

Sincerely,

Christine Burns
Village Manager

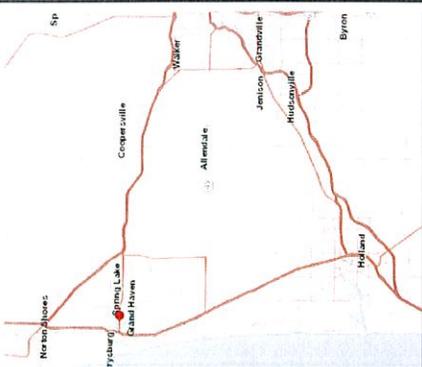
Cc: Village Council
Tree Board



1: 564

94.0 Feet

94.0



Legend

- Parcels
- Real Parcel ID: Last Six Numb

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



102 W. SAVIDGE ST. • SPRING LAKE, MI 49456

PHONE: 616-842-1393 • FAX: 616-847-1393

www.springlakevillage.org

September 4, 2018

Jonathan Mulder
Renee Mulder
510 River
Spring Lake, MI 49456

Dear Mr. & Mrs. Mulder,

Over the weekend, a tree that was located on your property fell onto the roadway in front of your home (*see attached pictures*). This tree was located entirely on your property and not within the Village right-of-way (*see enclosed GIS map*). Due to the fact that it fell into the street, it was imperative that the tree be removed promptly. The Village sent our on-call DPW employee to remove the tree and make the roadway and sidewalk safe again.

If you have not already contacted your insurance company, you should do so immediately and file a claim for damages. The Village will be invoicing you for the removal of the tree. Since the tree was located on your property, you will be responsible for the removal of the stump and repair to the Village sidewalk that was damaged. You are free to choose a vendor of your choice to remove the stump, if you choose to do so. You may select a concrete contractor to repair the sidewalk damage, but the contractor needs to replace the sidewalk to Village specifications. If you would prefer that the Village hire a concrete contractor to repair the sidewalk or remove the stump, we can certainly do that and invoice you (or your insurance carrier).

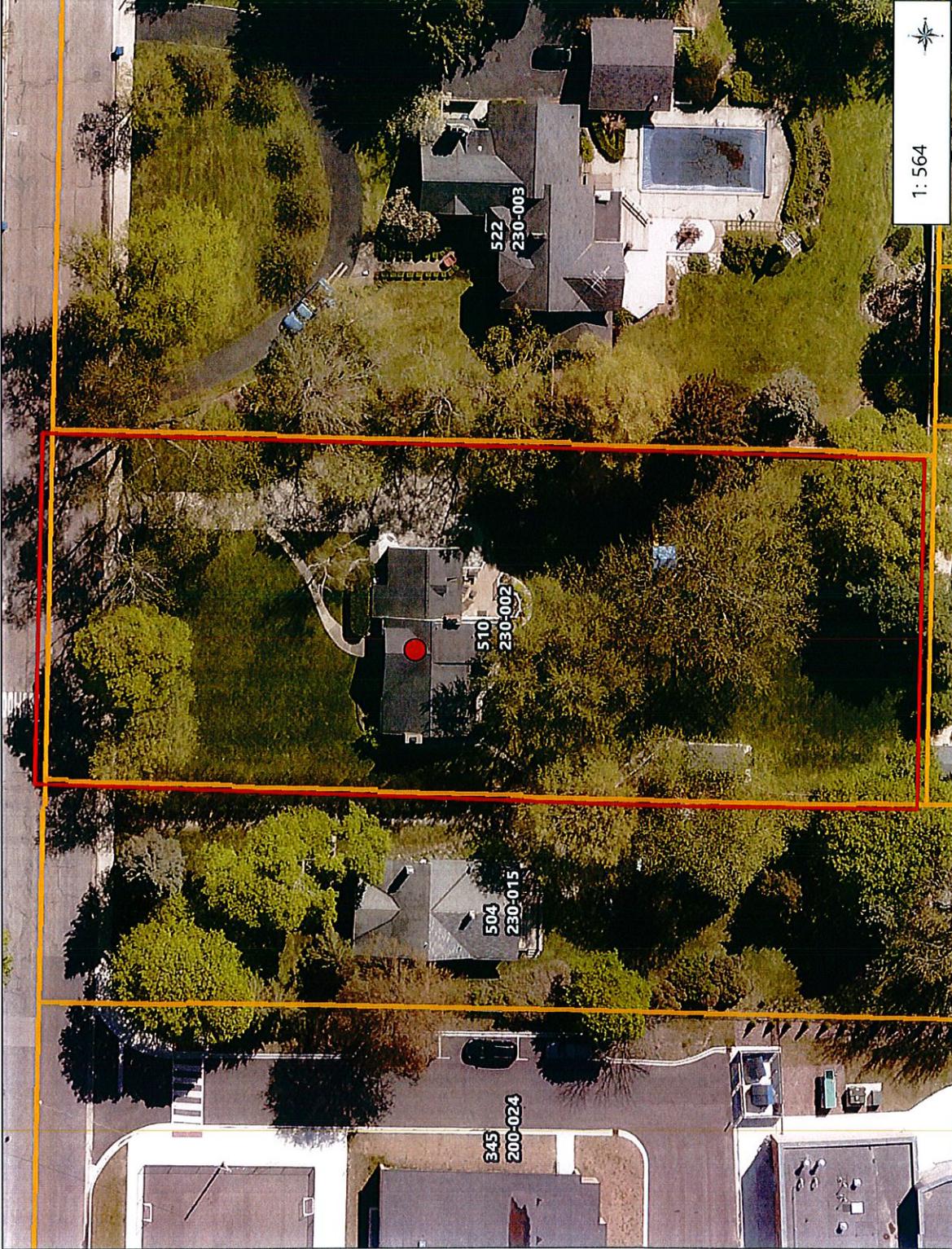
If you would like to discuss timelines and details for the sidewalk repair or anything else regarding this claim, please feel free to contact me at 616.842.1393 or christine@springlakevillage.org.

Sincerely,

Christine Burns
Village Manager

Enclosures

Cc: DPW
Village Council



94.0 0 47.02 94.0 Feet

NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Intl
© Latitude Geographics Group Ltd.



Legend

- Parcels
- Real Parcel ID: Last Six Numb

Notes













Spring Lake District Library Calendar of Events September 2018



Sun	Mon	Tue	Wed	Thu	Fri	Sat
	It's Library Card Sign Up Month! Back to School Special: SLDL overdue fines waived for youth under age 18	Show your SLDL card at local businesses during September to get deals and discounts! <i>For a list of participating merchants visit sllib.org</i>	Need a SLDL replacement card? \$2 replacement fee waived during September	Questions about library programs or services? <i>Call 616.846.5770 or visit sllib.org for more information</i>		Library Closed 
2 Library Closed	3 Labor Day Library Closed	4	5 4-5 pm LEGO Block Party	6 10:30 am Preschool Storytime: A, B, C 4 pm Teen Craft: Duct Tape Pencil Pouch	7 10:30 am Preschool Storytime: A, B, C	8 
9 Sunday hours 2-5 pm	10 10 am SLDL Friends; newcomers welcome!	11 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime	12 9:30 or 10:45 am OAISD Play 'n Learn ages 0-5 6 pm Courage Without Fear movie screening: <i>Sergeant York, not rated</i>	13 10:30 am Preschool Storytime: <i>Colorful Stories</i> 7 pm Great Loop/ Pickleball Adventure	14 10:30 am Preschool Storytime: <i>Colorful Stories</i>	15
16 Sunday hours 2-5 pm 3-4 pm Westernesse Violin and Cello Duo 	17	18 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime 7 pm Landscape Architect Jens Jensen	19 9:30 am OAISD Play 'n Learn, ages 0-2 7 pm Community Conversations	20 10:30 am Preschool Storytime: <i>Down on the Farm</i> 4 pm Friends Book Club 4-5 pm Full STEAM Ahead; ages 7-12	21 10:30 am Preschool Storytime: <i>Down on the Farm</i>	22 11am-2 pm Free Community Shred Day; limit 100 pounds <i>You Belong at the Library</i> Bookmark Contest for preschoolers-grade 8
23 Sunday hours 2-5 pm Banned Books Week	24	25 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime	26 3:30-5 pm Teen 'Scape ages 10-18	27 10:30 am Preschool Storytime: <i>Dinosaur Stomp</i> 7 pm China/US Relations with Dr. Yi Zhao	28 10:30 am Preschool Storytime: <i>Dinosaur Stomp</i>	29
30 Sunday hours 2-5 pm		 Twitter.com/sldlibrary	 fax and copy machines available	 Facebook.com/SpringLakeDistrictLibrary		

Library programs and events are photographed or recorded for publicity or promotional purposes of the Library. Persons attending these programs or events consent to the use of their photograph or recording unless they specifically notify Library staff of an objection to such use. No names will be used in conjunction with photographs or recordings without express written consent.



DRAFT MINUTES

**Monday, August 20, 2018
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan**

1. Call to Order

President Pro-tem **TePastte** called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

3. Roll Call

Present: Duer, Hanks, Miller, Petrus, TePastte, Van Strate.

Absent: President Powers

Motion by **Miller**, second from **Hanks**, to excuse the absence of President Powers.

Yes: 6 No: 0

4. Approval of the Agenda

Motion by **Van Strate**, second from **Duer**, to excuse the absence of President Powers.

Yes: 6 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 59975-60054) in the amount of \$321,507.75.

B. Approved the minutes for the July 9, 2018 work session and the July 16, 2018 regular Council meeting.

C. Approved Resolution 2018-14, a Resolution to approve the 2018 update of the Spring Lake Village Master Plan.

D. Approved an extension through September 30, 2020 of the current agreement with Ottawa County for a Finance Director.

E. Approved the Spring Lake Rotary request to use Central Park on February 16,

2019 for the annual Snow Jam event.

- F. Approved a 36-month vehicle lease which includes a \$1,000 down payment with Preferred Chevrolet for a 2018 Equinox.
- G. Approved the appointment of Mr. Marvin Hinga as the Acting Village Manager during the Village Manager's absence from August 27, 2018 to September 2, 2018.
- H. Approved a 4% pay increase for the Village Manager retroactive to July 1, 2018.

Motion by **Hanks**, second from **Miller**, to approve the Consent Agenda as presented.

Yes: 6 No: 0

6. General Business

- A. None.

7. Department Reports

- A. **Village Manager** – Manager **Burns** said she was not able to get a report together due to her illness last week and would be getting one out to Council that week.
- B. **Clerk/Treasurer/Finance Director**
- C. **OCSO**
- D. **Fire**
- E. **911**
- F. **DPW**
- G. **Building**
- H. **Water**
- I. **Sewer**
- J. **Minutes from Various Board & Committees**

- 8. **Old Business and Reports by the Village Council** – Council had no old business to discuss.

- 9. **New Business and Reports by Village Council** – **Van Strate** asked what opinions were on moving the Jackson Street stop light. **Burns** said that at this time there had not been any community engagement meetings, so she had not received any public input and MDOT was reactionary, not proactive, when it came to proposed developments. **Burns** said that once the new development was done, Moore & Bruggink engineer Ryan Arends would work with Pete LaMourie, Progressive AE, and put together traffic study numbers and present them to MDOT for consideration.

10. Status Report: Village Attorney – Attorney Sullivan had nothing to add.

11. Statement of Citizens – Statements of Citizens were received from Lee Schuitema, 408 W. Exchange and Nancy Verlinde, 524 E Exchange.

12. Adjournment

Motion by **Van Strate**, second from **Duer**, Village Council adjourned the meeting at 7:21 p.m.

Yes: 6 No: 0

Joel TePastte, Village President Pro-tem

Maryann Fonkert, Deputy Clerk



Village of Spring Lake
Draft Minutes Council Work Session

August 13, 2018

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)
Spring Lake, MI 49456

President **Powers** called the meeting to order at 7:00 p.m.

1. Presentation by Registered Consulting Forester Dennis Worst.

Mr. Worst did not attend the meeting. Council felt that simply having a couple of 2" slabs cut from the base of the tree and the painting were sufficient to memorialize the tree.

2. Infrastructure Presentation/Discussion (Chris/Marv)

Chris and Marv ran through an abbreviated version of the presentation the public saw at the community engagement meeting. The Power Point was followed by discussion regarding the rate structure that will be necessary to fund the infrastructure improvements. These discussions will be on-going over the next 6 months. Council Member Petrus asked Marv to find out how many of the lakeshore homes were primary residences.

3. Master Plan Adoption

The Planning Commission held their public hearing on June 26th and voted unanimously to approve the Master Plan. While they had a quorum, they did not have a super majority present and had to reconsider the plan at their July 24th meeting. Again, the Planning Commission recommends adoption. Council asked that this be placed on the consent agenda.

4. Extension of Finance Director Contract

According to our contract with Ottawa County for financial services, the contract is to be renewed in writing each year. A proposed contract was included for Council review. Council asked that this be placed on the consent agenda.

5. River Street Speed Study

President Powers has requested a quote to perform a speed study along River Street that may/may not recommend a change to striping or parking along River. A quote for \$2,300 from Pete LaMourie at Progressive AE is

attached for Council review. Council did not feel the need to act on this item at this time.

6. Spring Lake Rotary Request for Use of Central Park (Snow Jam)

Spring Lake Rotary would once again like to utilize Central Park on February 16, 2019 for their annual Snow Jam event. The proceeds raised from this event are reinvested back into the community. Council asked that this item be placed on the consent agenda.

7. Vehicle Lease

The lease of the 2015 Chevy Equinox expires in August. The Village Manager's contract includes the lease of the vehicle for Village use. A proposal from Preferred Chevrolet in Grand Haven and Betten in Muskegon was included for Council review. Marv recommended a 36-month lease with Preferred Chevrolet with a \$1,000 down payment. The proposals were reviewed by the finance committee prior to the meeting. Council asked that this item be placed on the consent agenda.

8. Village Manager Performance Review

The Village Manager's contract calls for a performance appraisal each year prior to consideration of any pay increase. Council considered the submissions of 6 Council Members (Ms. Petrus was appointed at the end of the fiscal year and has received permission to recuse herself from the review process). Council asked for this item to be placed on the consent agenda using a 4% raise, retroactive to July 1, 2018.

9. Communications

- Boardwalk Incident
- CGAP Application Denial
- Complaint – Anthony
- Complaint - Barfield
- Complaint – Blanchard
- Complaint - Brown
- Complaint – Hewitt
- Complaint – Puglise
- Complaint – Weiselberg
- Fire Inspection Flyer

- Invasive Species Update
- Lakeside Trail Lighting Update
- Library Calendar (August)
- Violation Notice – 105 S. Lake
- Violation Notice – 220 S. Lake
- Violation Notice – 520 Franklin

10. Minutes

Minutes of the July 9, 2018 Work Session and July 16, 2018 regular meeting were attached for review. No corrections were suggested. Council asked that these items be placed on the consent agenda.

11. Public Comment

Lee Schuitema spoke favorably of Village Manager **Burns**.

12. Adjournment: There being no further business, the meeting adjourned at 8:38 p.m.

Mark Powers, Village President

Chris Burns, Village Manager