

Village of Spring Lake

Council Work Session

January 14, 2019

7:00 p.m.

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

www.springlakevillage.org

1	7:00 p.m. – Use of Mill Point Park ~ Reading Enables Adult Development R.E.A.D. has requested the use of Mill Point Park on July 14, 2019 from noon-2:00 p.m. Tri-cities Kiwanis has requested the use of Mill Point Park on September 7, 2019 until noon. I anticipate the formal request being submitted next week. I also anticipate another request for the same day later in the afternoon.
2	7:03 p.m. – Ordinance Adoption ~ Short-term Rentals On December 18, 2018 the Planning Commission held a public hearing to contemplate an amendment the zoning ordinance regarding short-term rentals. Attached please find the staff memo from Planner Jennifer Howland, along with the proposed ordinance for short-term rentals.
3	7:06 p.m. – Park Redevelopment At their December meeting, the DDA approved hiring Progressive AE to do a feasibility study to look at making a stronger tie-in between Tanglefoot/Mill Point Parks (specifically the Grand River) and downtown Spring Lake. Staff has composed a list of potential committee members to meet with Progressive AE to commence the community engagement process. That list will be circulated on Monday as not all members have responded as to their willingness to serve.
4	7:11 p.m. – Commercial Redevelopment District Based on the current redevelopment taking place in downtown Spring Lake, staff commencement investigating the benefit of establishing a Commercial Redevelopment District in order to incentivize additional redevelopment. Staff has compiled a map showing the proposed parcels that would be ideal for redevelopment. Attorney Bob Sullivan has outlined

	<p>the process (<i>attached</i>) for establishing such a district. The DDA was provided a copy of the map at their meeting on January 10, 2019.</p>
5	<p>7:21 p.m. – Approval of Agreement with Williams & Works</p> <p>Three firms submitted proposals to perform an update of the Village’s zoning ordinance. Of the 3 firms, two were interviewed. Both of those firms were also interviewed for a similar project in Grand Haven; both firms offered a small deduction in their fee should they be selected in SL & GH. Williams & Works has been selected as the consultant therefore a contract will need to be executed. As of press time, we were still waiting for the scope of work to be approved by the MEDC. We’re hoping to receive that prior to the actual Council Meeting on February 21, 2019.</p>
6	<p>7:25 p.m. – Budget Amendments</p> <p>The Finance Committee will consider budget amendments for the 2018/2019 fiscal year immediately prior to the work session.</p>
7	<p>7:28 p.m. – State Infrastructure Bank Loan Agreement</p> <p>The Village is serving as a pass-thru agent on behalf of Crockery Township for improvements to the North Bank Trail. If you recall, Marv is handling all necessary paperwork on Crockery Township’s time and will bill back accordingly.</p>
8	<p>7:32 p.m. – Coming Next week....</p> <ul style="list-style-type: none"> • You Make the Difference Award ~ Tom Cousineau • Presentation of Check – Consumers Energy Foundation (Erik Poel)
9	<p>7:33 p.m. – Cleaning Bids</p> <p>Staff has been dissatisfied with the quality of the cleaning services provided by CSM for more than the last year. After countless attempts to rectify on-going issues, a memo was sent to CSM to sever the contract. Proposals for cleaning services were distributed and building tours were given to interested parties. A bid tabulation is attached, as well as the bids.</p>
10	<p>7:37 p.m. – Communications</p> <ul style="list-style-type: none"> • Emergency Management Updates

	<ul style="list-style-type: none">• ISO Change• Request for recycling containers
11	7:38 p.m. - Minutes Minutes of the December 10, 2018 Work Session and December 17, 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 January 18, 2019.
12	7:39 - Public Comment 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.
13	7:45 - Adjourn



VILLAGE OF SPRING LAKE
102 W. Savidge Street, Spring Lake, MI 49456
(616) 842-1393 – Fax (616) 847-1393
Spring Lake Mill Point Park Band Shell Agreement

Village of Spring Lake

JAN 04 2019

Received

Date of Function: July 14, 2019 Time of Function: noon to 2 pm

Type of Activity: picnic # Expected 65

Date of This Request: Jan 4, 2019 Telephone # 616-502-6652 Cell # _____

Individual, entity or organization sponsoring or conducting the event: R.E.A.D. Val Martin

Reading Enables Adult Development for North Ottawa Co. volunteer tutors and students recognition

Address: PO Box 429, Grand Haven, MI 49417

1. Prospective users may make a request to the Village Council to reserve the Mill Point Park Band Shell for civic, charitable, other non-profit events for no charge or pre-approved commercial events who pay the requisite fee determined from time to time by the Village Council in the Annual Fee List (\$60/two hours initially & \$25 per hour for up to two more hours). Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed only upon approval by the Village Council and completion of this agreement. The Mill Point Park Band Shell may be reserved any day or evening that other activities are not scheduled.
2. The time limit for use is two hours except for those who request the Village Council for up to four hours & for Village sponsored events (Heritage Festival, Thursdays at the Point, etc.).
3. A refundable security deposit of \$100 is required for all events. Provide a check to the Village of Spring Lake when this agreement is returned. It will be returned after the event if no damage occurs.

4. Please answer the following:

A. Is your planned event a fully non-profit event? Yes yes No _____

B. Will anything be sold by anyone at this event? no
If yes, what is being sold and by whom (name of entity/organization/individual)

C. Is there any type of fee charged to anyone to be present at or to participate in this event?
Yes _____ No no

If yes, who is receiving the fee? _____

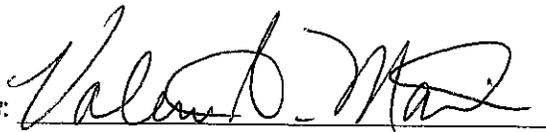
D. Is any entity or organization named in B and C above a legally established non-profit organization as defined under the Internal Revenue Code? Yes yes No _____

Issuance of a permit to use the Mill Point Band Shell is in part in reliance upon the truth and accuracy of this application/agreement. Any violations of this agreement or any misrepresentations may result in the revocation of the permit and a police order for immediate removal of all persons associated with your event from the Mill Point Band Shell.

5. Decorations must not be taped, nailed, stapled, or glued to the pillars or structure. Because there is an underground sprinkling system, **DO NOT PUT STAKES INTO THE GROUND**. Any decorations used must be removed.
6. The selling, distribution, or consumption of alcoholic beverages at the Mill Point Band Shell is prohibited, unless approved separately by the Village Council.
7. The behavior of all persons attending any event is the responsibility of the person and/or the sponsoring organization or entity, (hereinafter "responsible parties") making the reservation. The responsible parties agree to ensure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the responsible person and sponsoring organization/entity reserving the park, assume the responsibility for any damage caused by your acts, the acts of any of your guests or any other third party present at the Mill Point Band Shell during the period of reservation.
8. To the fullest extent permitted by law x R.E.A.D. (responsible party) shall defend, protect, hold harmless, and indemnify the Village of Spring Lake, its officers, directors, council members, managers, members, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Village of Spring Lake or its related parties allegedly of actually arising out of or resulting from any and all used or occupancy of the Village of Spring Lake as described in the User Agreement, including without limitation any breach of contract or negligent act or omission of x R.E.A.D. (responsible party) or of x R.E.A.D. (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of x R.E.A.D. (responsible party). This indemnity provision shall include claims alleging or involving joint or comparative negligence.
9. The undersigned hereby acknowledge and agree that they have read this agreement and will fully comply with the terms hereof. Failure to restore the premises to its prior condition shall result in the liability for any damages or loss.

I have read this agreement and agree to comply with the terms thereof,

Signature(s) of, and on behalf of, responsible parties:



Print Name: Valerie Martin

Agreement Approved and Updated:

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JAN 05 2010**

READ FOUNDATION
C/O SHERRY MITCHELL
PO BOX 429
GRAND HAVEN, MI 49417

Employer Identification Number:
27-0555320
DLN:
17053300386019
Contact Person: ID# 31217
JOAN C KISER
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending: ...
December 31
Public Charity Status:
170(b) (1) (A) (vi)
Form 990 Required:
Yes
Effective Date of Exemption:
July 15, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

Christine Burns

From: Ron Knoll <rnknoll@gmail.com>
Sent: Friday, January 11, 2019 2:22 PM
To: Christine Burns
Subject: Kiwanis Fall Classic 5K & 10K

Hi Chris:

I just finished meeting with the Tri Cities Kiwanis group and we're planning to put on the (previously discussed on the phone with you) a 5K and 10K at Millpoint Park on Saturday, September 7.

I'm working on an email to get you ALL the specifics. If necessary, I'm available to discuss further with you, Village board or anyone else.

Cheers,
Ron



MEMORANDUM

To: Village of Spring Lake Council

From: Jennifer Howland, Village Planner

Date: January 9, 2019

Subject: Text Amendment: Short Term Rental Regulations

In 2018, the Village Council directed the Planning Commission to consider establishing regulations to govern short term rentals. At their meeting in December 2018, the Planning Commission held a public hearing to consider proposed regulations governing short term rentals.

Attached is the ordinance that the Planning Commission unanimously recommended approval of. It provides new definitions, establishes the short term rental use as a special land use in specific zoning districts, and creates a set of regulations applicable to all short term rentals. These regulations have also received general support from a group of active landlords that have been involved in this process from the early stages.

There will also be changes made to the Code of Ordinances related to the registration, inspection, and certification process for short term rentals. That will be approved separately by the Village Council and was not subject to Planning Commission review.

Cc: Christine Burns, Village Manager

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 390-7 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 390-70.C to the Zoning Ordinance as follows.

C. 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 390-77.F to the Zoning Ordinance as follows.

- F. 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 390-84.D to the Zoning Ordinance as follows.

- D. 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 390-91.D to the Zoning Ordinance as follows.

- D. 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 390-98.N to the Zoning Ordinance as follows.

- N. 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 390-115.M to the Zoning Ordinance as follows.

- M. 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 390-122.I to the Zoning Ordinance as follows.

- I. 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 390-199.A of the Zoning Ordinance as follows.

Section 390-199 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 390-199.15A to the Zoning Ordinance.

15A. Short term rentals:

- a. If the subject lot does not meet the district minimum lot area or has other dimensional nonconformities, the Planning Commission may deny approval, or it may condition approval on measures that mitigate potential adverse effects of operating a short term rental on the lot.
- b. Off-street parking shall comply with these requirements in addition to any other requirements for the applicable zoning district in question.
 - ii. A minimum of two (2) off-street parking spaces located on the subject property shall be provided per unit (up to 6 occupants), plus one space for every three occupants over six, based on approved occupancy for the dwelling unit.
 - iii. Any proposed expanded parking area must be shown on the site plan and will be subject to review by the Planning Commission and Zoning Administrator. Parking on the grass is prohibited.

- c. Outdoor areas intended for the congregating of guests (e.g., porches, decks, pools and pool decks, gazebos, fire pits, etc) must meet the following requirements, in addition to other requirements established by this Ordinance.
 - i. Fire pits shall meet the requirements of the fire code and any other applicable codes.
 - ii. Patios and decks must be a minimum of three (3) feet from any property line.
 - iii. The planning commission 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 shall be based on occupancy limits established by the International Property Maintenance Code. No guest may sleep on couches, the floor, in tents, or in trailers on the lot.
- e. The applicant shall submit a floorplan of the dwelling unit and a site plan of the property drawn to a scale of not less than 1/8 inch = 1 foot.
- f. No separate cooking facilities shall be allowed in sleeping rooms.

Section 11. 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

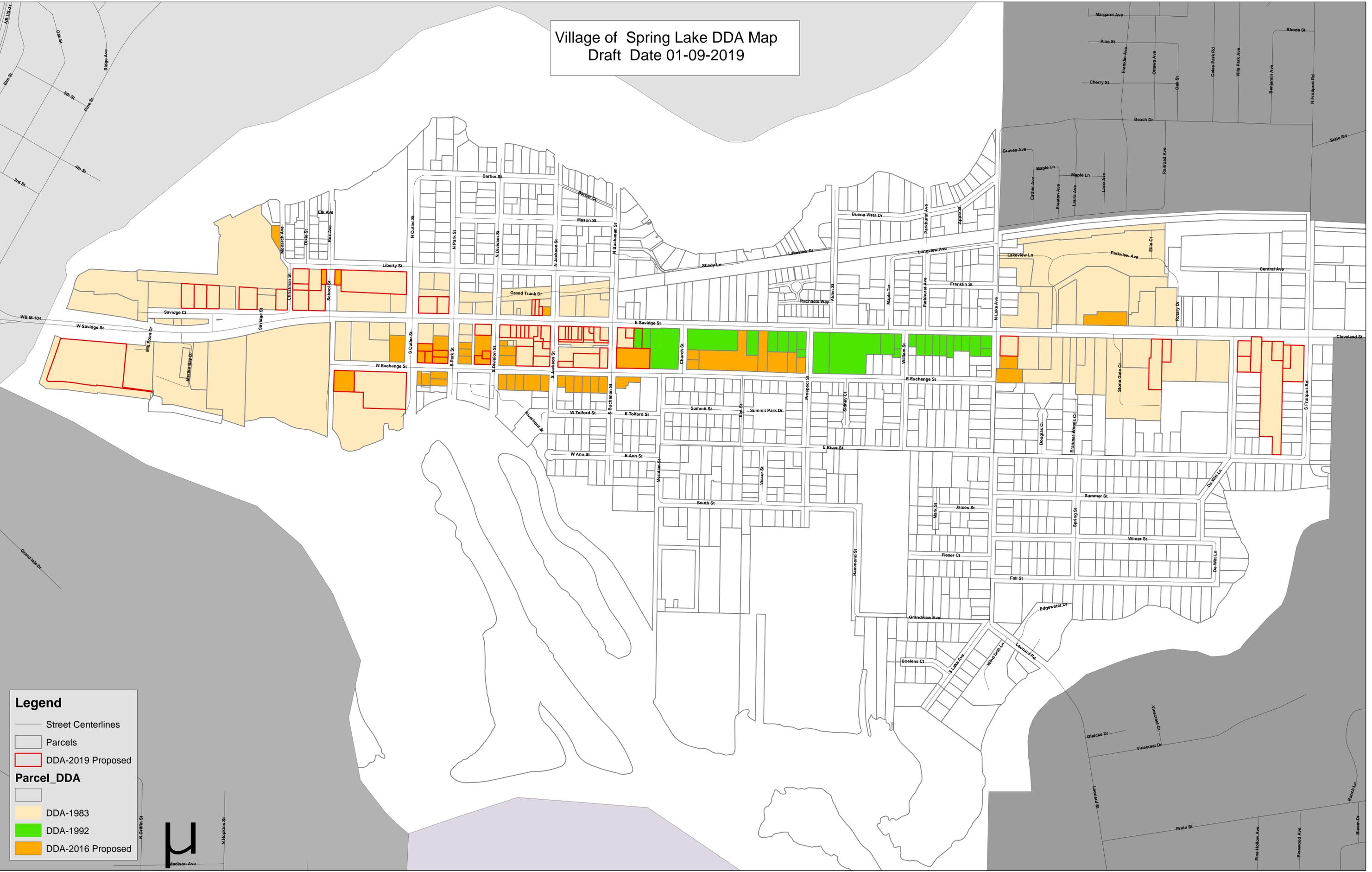
By: _____
Marvin Hinga, Clerk/Treasurer

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

Village of Spring Lake DDA Map
Draft Date 01-09-2019



Legend

- Street Centerlines
- ▭ Parcels
- ▭ DDA-2019 Proposed

Parcel_DDA

- ▭ DDA-1983
- ▭ DDA-1992
- ▭ DDA-2016 Proposed



NB US-104
Etra St
5th St
4th St
3rd St
WB M-104
W Savidge St
Savidge Ct
Savidge St
Monarch Ave
Elk Ave
Barber St
Barber Ct
Mason St
N Custer St
N Park St
N Division St
N Jackson St
N Buchanan St
Shady Ln
Lakewood Ct
Buena Vista Dr
Parkhurst Ave
Appah St
Maple Ln
Preston Ave
Laura Ave
Lane Ave
Graves Ave
Esther Ave
Maple Ln
Maple Ln
Railroad Ave
Cleveland St
State Rd

Liberty St
Grand Trunk Dr
E Savidge St
Church St
E Exchange St
W Exchange St
S Custer St
S Park St
S Division St
S Jackson St
S Buchanan St
W Tolford St
E Tolford St
Summit St
Summit Park Dr
Prospect St
Stetson Ct
E River St
W Ann St
E Ann St
South St
James St
Fisher Ct
Fall St
Edgewater Dr
Grandview Ave
Boelens Ct
S Lake Ave
Wild Drive Ln
Leonard Rd
Margaret Ave
Pine St
Cherry St
Beach Dr
Central Ave
Parkview Ave
Elle Ct
Stone Gate Ct
S Fruitport Rd
De Witt Ln
Spring St
Winter St
Glatfacke Dr
Vinecrest Dr
Pruin St
Pine Hollow Ave
Pinewood Ave
Bloem Dr
Rhoda St
Villa Park Ave
Benjamin Ave
N Fruitport Rd

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Spring Lake of 102 W. Savidge Street, Spring Lake, MI, 49456, (hereinafter "Client"), and Williams & Works, Inc., of 549 Ottawa Ave., N.W., Grand Rapids, Michigan, 49503 (hereinafter "Williams & Works").

SCOPE OF SERVICES. The Client hereby contracts with Williams & Works to perform the following described professional services, hereinafter collectively referred to as the Scope of Services, with regard to the Client's Project as described or referred to herein:

Zoning Ordinance Update, as set forth in Williams & Works proposal dated November 29, 2018

Further, it is agreed that Williams & Works is not providing services pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the rules promulgated thereunder by the Securities and Exchange Commission, that are intended to be or considered to be advice or recommendations regarding financial products or the issuance of debt or securities. Client is responsible for contracting separately with a registered financial advisor to provide all services required by the Dodd-Frank Wall Street Reform and Consumer Protection Act and applicable SEC rules.

WILLIAMS & WORKS' COMPENSATION. Williams & Works shall be paid for all services rendered on the following basis: Hourly plus expenses for a not-to-exceed fee of thirteen thousand three hundred ninety five Dollars (\$13,395).

CLIENT'S REPRESENTATIVE. The Client has designated Ms. Jennifer Howland as the official representative of the Client. As such, the Representative shall be responsible for executing any document pertaining to the Agreement or any amendment thereto, and for the approval of all change orders, addenda, and additional services to be performed by Williams & Works.

TERMS AND CONDITIONS. Williams & Works' terms and conditions of contract, as included herewith, shall apply to all work performed by Williams & Works and to all obligations of the Client pursuant to this Agreement, unless otherwise specifically agreed in writing.

ADDITIONAL PROVISIONS: The Client and Williams & Works mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by Additional Provisions, if any are attached hereto, and that such Additional Provisions, together with the Terms and Conditions are intended by the Client and Williams & Works as a final expression and complete and exclusive statement of their agreement

Additional Provisions: None Attachment

ENTIRE AGREEMENT/SEVERABILITY. . If any element of this Agreement is held to violate the law or a regulation, or whose insurability cannot be confirmed by Williams & Works, it shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the parties have made and executed this Agreement.

CLIENT: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

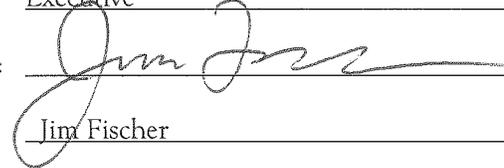
Date Signed: _____

WILLIAMS & WORKS, INC.

Signed:  _____

Name: Andy Moore

Title: Executive

Signed:  _____

Name: Jim Fischer

Title: Executive

Date Signed: January 10, 2019

TERMS AND CONDITIONS

The following terms and conditions shall be a part of the Williams & Works contractual undertaking to perform professional services and Williams & Works' undertaking to perform such services and to enter into this Agreement is expressly conditioned on Client's assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are expressly objected to and rejected by Williams & Works. Where a client issues a purchase order to authorize Williams & Works' undertaking to perform professional services, that undertaking will be governed solely by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

- 1. PERFORMANCE.** Williams & Works shall exercise the normal standard of care and diligence in performing the professional services explicitly described in this contract as normally employed by other professionals performing the same or similar services, but Williams & Works makes no warranty, express or implied, with respect to any services performed hereunder. Williams & Works shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly caused by the negligent acts, errors or omissions of Williams & Works.
- 2. AMENDMENT/MODIFICATION.** Additional services, modifications or amendments of this agreement shall only be authorized in writing signed by the Client and Williams & Works. All such additional services shall nevertheless be performed by Williams & Works subject to these Terms and Conditions.
- 3. SUBCONTRACTORS.** Williams & Works may engage subcontractors on behalf of the Client to perform a portion of the services to be provided by Williams & Works hereunder.
- 4. TERMINATION.** This Agreement may be terminated by either party upon fourteen (14) days' prior written notice. In the event of termination, Williams & Works shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by Williams & Works shall remain the property of Williams & Works and not be delivered to Client until all moneys owed to Williams & Works by Client (whether or not such moneys have then become due and payable) have been paid. Williams & Works assumes no liability for the use of drawings and other documents delivered to the Client under this clause, unless specifically agreed to in writing.
- 5. PAYMENT.** Williams & Works shall bill for services rendered and reimbursable costs incurred on a periodic basis. Each invoice shall be due and payable within fifteen (15) days of the presentation of the invoice. Invoices over thirty (30) days past due will be charged monthly interest at the rate of seven percent (7%) per annum on the unpaid balance or the highest lawful rate, whichever is less. The Client hereby waives any defense of usury with regard to said rate of interest. Williams & Works may, after seven (7) days' written notice to Client, suspend performance of services until all past due amounts are paid.
- 6. DISPUTE RESOLUTION.** Any dispute arising pursuant to any contract to which these Terms and Conditions apply shall be initially submitted to non-binding mediation, unless the parties agree otherwise. Should a dispute not be resolved by mediation, the laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance. In the event of litigation arising from, or related to, this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
- 7. INSURANCE.** Upon request, Williams & Works will furnish the Client with a written description of insurance coverages being maintained by Williams & Works which may be related to Williams & Works' performance of services hereunder. No oral representations regarding insurance shall be binding upon Williams & Works.
- 8. COST ESTIMATES.** Since Williams & Works has no control over the cost of labor and materials or over competitive bidding and/or market conditions, any estimates of equipment, construction or operating costs will be made on the basis of Williams & Works' experience, but Williams & Works does not warrant the accuracy of such estimates as compared to contractors' bids or actual costs incurred.
- 9. INDEMNITY.** Subject to any limitations stated in this Agreement, Williams & Works will indemnify and hold harmless the Client, its officers, directors, employees and subcontractors from and against all claims and actions including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property caused by a professionally negligent act, error or omission of Williams & Works or any of its agents, subcontractors or employees in the performance of services under this contract. Williams & Works will not be responsible for any

TERMS AND CONDITIONS (continued)

portion of loss, damage or liability arising from any contributing negligent acts by the Client, its subcontractors, agents, staff or consultants. The Client will indemnify and hold harmless Williams & Works, its employees, officers, directors and subcontractors from and against all claims and actions, including attorney fees, arising out of or related to damages or injuries to persons or property related or connected to the acts of the Client or any of its agents, subcontractors and/or employees.

10. **SITE ACCESS AND SECURITY.** Client shall obtain authorization for entry and use of land as necessary for Williams & Works to perform its Services. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of Williams & Works' services, except for such damage as caused by the sole negligence of Williams & Works.
11. **UNDERGROUND STRUCTURES OR UTILITIES.** In the performance of its services, Williams & Works will take reasonable care and precautions to avoid damage to underground structures or utilities. Client agrees to indemnify, protect and hold harmless Williams & Works from and against all liability, claims, demands, losses, expenses and costs (including attorney's fees) for and damage to or consequential loss from damage to any underground structures or utilities which are not called to Williams & Works' attention or which are not currently shown on plans furnished to Williams & Works, except for such damage as caused by the sole negligence of Williams & Works.
12. **SITE CONDITIONS.** The Client recognizes that the presence of hazardous materials or pollution on or beneath the surface of a site may create risks and liabilities. Williams & Works has neither created nor contributed to this pollution. Consequently, the Client recognizes and hereby acknowledges that this Agreement accordingly limits Williams & Works' liability.
13. **WAIVER.** No waiver, discharge, or renunciation of any claim of right of Williams & Works arising out of breach of this Agreement by Client shall be effective unless in writing signed by Williams & Works and supported by separate consideration.
14. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Kent County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan, existing at the time of the making of this Agreement.
15. **SHOP DRAWINGS.** If shop drawing review is provided under this Agreement, Williams & Works will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the construction Contract Documents.
16. **DOCUMENTS.** All project documents, drawings, files, working papers or other materials, whether written or electronic, prepared, or furnished to the Client by Williams & Works under this Agreement are intended for the specific purposes of this Agreement only. Any reuse of said documents, drawings, files, working papers or other materials after they have left the custody of Williams & Works shall be at the user's sole risk without liability to, or cause of action against, Williams & Works.
17. **CONSTRUCTION PHASE SERVICES.** When authorized to provide construction observation or construction management services, Williams & Works' liability with regard to the compliance of construction to Construction Documents prepared by Williams & Works shall be only as expressly described in the Scope of Services.
18. **FEDERAL/LOCAL RIGHT TO KNOW COMPLIANCE.** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, the Client shall provide Williams & Works with a list of hazardous substances in the work place to which Williams & Works employees or subcontractors may be exposed in performance of the Services to be provided under this Agreement. The Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.
19. **THIRD PARTY RIGHTS.** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Client and Williams & Works.
20. **LIMITATION OF LIABILITY.** The Client agrees that the liability of Williams & Works under this Agreement for Client's damages is limited to the greater of One Hundred Thousand Dollars (\$100,000.00) or the amount of this Agreement.

Village of Spring Lake
January 2019 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
236-000.000-703.000	DDA	DDA	Part Time Wages	13,000	27,863	14,863
236-000.000-704.000	DDA	DDA	Social Security	3,800	4,937	1,137
236-000.000-801.000	DDA	DDA	Professional Services	190,000	174,000	(16,000)
Adjust DDA budget for DDA Director wages. Expense were originally budgeted as Professional Services.				Net Change		0
236-000.000-677.103	DDA	Revenue	Art in the Park Donations	0	60,000	60,000
236-000.000-887.003	DDA	DDA	Art in the Park Expenses	-	60,000	60,000
Adjust DDA budget for Art in The Park expenses.				Net Change		0
249-381.000-707.000	Building	Zoning/Planning	Dental Insurance	370	280	(90)
249-381.000-708.000	Building	Zoning/Planning	Vision Reimburement	0	120	120
249-381.000-711.000	Building	Zoning/Planning	Workers Comp	50	20	(30)
Adjust Building Department Current Year Budget.				Net Change		0
101-282.000-703.000	General Fund	Forestry	Part Time Wages	100	500	400
101-282.000-974.200	General Fund	Forestry	Tree Planting	5,000	4,600	(400)
Adjust Current Year Forestry Budget.				Net Change		0
101-441.000-702.001	General Fund	DPW	Overtime Pay	200	400	200
101-441.000-702.101	General Fund	DPW	Full Time Wages - Township	0	300	300
101-441.000-709.000	General Fund	DPW	Medical Insurance	8,981	8,481	(500)
Adjust DPW Department Current Year Budget.				Net Change		0
101-558.000-705.000	General Fund	Whistlestop Park	Retirement Contribution	100	1,000	900
101-558.000-940.000	General Fund	Whistlestop Park	Equipment Usage	2,000	1,100	(900)
Adjust Whistlestop Park Current Year Budget.				Net Change		0
218-000.000-694.000	Pathways	Revenue	Other Income	-	2,492	2,492
218-444.000-801.000	Pathways	Sidewalks	Professional Services	105,000	107,492	2,492
Adjust Pathways Fund Current Year Budget.				Net Change		0
590-000.000-702.001	Sewer Fund	Sewer	Overtime Pay	2,531	3,500	969
590-000.000-702.123	Sewer Fund	Sewer	SAW Grant Wages	3,000	2,000	(1,000)
590-000.000-703.000	Sewer Fund	Sewer	Part Time Wages	500	1,500	1,000
590-000.000-705.000	Sewer Fund	Sewer	Retirement Fund Contribution	19,866	18,467	(1,399)
590-000.000-741.000	Sewer Fund	Sewer	Clothing	450	480	30
590-000.000-922.000	Sewer Fund	Sewer	Water and Sewer Service	300	700	400
Adjust Sewer Fund Current Year Budget.				Net Change		0
591-000.000-801.490	Water Fund	Water	Water reliability Study	1,000	850	(150)
591-000.000-900.000	Water Fund	Water	Printing and Publishing	250	400	150
Adjust Water Fund Current Year Budget.				Net Change		0

MICHIGAN DEPARTMENT OF TRANSPORTATION

VILLAGE OF SPRING LAKE

GENERAL LOAN CONTRACT

This General Loan Contract (CONTRACT) is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT), with principal offices located at 425 West Ottawa Street, Lansing, Michigan 48913, and the Village of Spring Lake (RECIPIENT), with offices located at 102 W. Savidge St., Spring Lake, Michigan 49456.

Section 1. PURPOSE

The purpose of this CONTRACT is to assist the RECIPIENT in financing transportation infrastructure improvements through the North Bank Trail project, Phase 2A and 2C (PROJECT), as more specifically identified in the RECIPIENT's loan application, dated November 7, 2018 attached hereto and made a part hereof as Exhibit A. Such assistance will be provided by MDOT in the form of a State Infrastructure Bank (SIB) loan, pursuant to Section 350 of the National Highway System Designation Act of 1995. Funds will be used for pre-approved purposes only. MDOT has the discretion and the authority to recall, freeze, or limit disbursement of any funds or a portion thereof if the purpose or manner of expenditure by the RECIPIENT is inconsistent with this CONTRACT and/or with federal or state laws, rules, or policies.

Section 2. PROJECT UNDERTAKING AND COMPLETION

The RECIPIENT will undertake and complete the PROJECT activities described in the RECIPIENT's loan application, attached hereto as Exhibit A. The RECIPIENT will complete the PROJECT by the PROJECT completion date set forth in Exhibit B, attached hereto and made a part hereof.

Within sixty (60) days after the completion of the PROJECT, the RECIPIENT will file a final PROJECT accounting with the SIB Administrator. The SIB Administrator will review the progress reports to verify that loan proceeds were utilized in accordance with PROJECT requirements.

Section 3. TERM

This CONTRACT will be in effect from the date of award through December 31, 2026.

Section 4. PROJECT FUNDING

MDOT will loan the RECIPIENT Five Hundred Thousand Dollars (\$500,000.00). The parties acknowledge that such loan amount consists of SIB monies that have been

appropriated by the Congress of the United States or by the state legislature for MDOT administration to qualifying sponsors for qualifying projects and that such funds are subject to applicable federal and state laws, rules, and policies.

Disbursement of the loan funds by MDOT to the RECIPIENT will be for the PROJECT costs set forth in the attached Exhibit B (Project's Authorized Budget) and will be made in the manner and method prescribed by MDOT.

MDOT funds in this CONTRACT made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this CONTRACT if the revenue actually received is insufficient to support the appropriation under which this CONTRACT is made.

Section 5. REPAYMENT OF LOAN

The loan will be repaid in accordance with the following provisions:

- a. The RECIPIENT will pay MDOT, at a minimum, payments according to the amortization schedule in Exhibit B until the entire loan amount of Five Hundred Thousand Dollars (\$500,000.00) is paid in full, including interest at the rate of three and one quarter percent (3.25%). In the event that any payment remains unpaid for thirty (30) days after it is due, all sums unpaid under this CONTRACT will, at the option of MDOT, become due and payable at once.
- b. If the RECIPIENT fails to make any of its required payments when they are due, MDOT will immediately notify the RECIPIENT and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of such default and of the amount thereof, and if such default is not corrected by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the RECIPIENT from the Michigan Transportation Fund sufficient monies to remove the default and to credit the RECIPIENT with payment thereof and to notify the RECIPIENT in writing of such fact.
- c. If the RECIPIENT does not receive monies from the Michigan Transportation Fund, or if those monies are inadequate to remove the default, the RECIPIENT agrees to assign to MDOT, to the full extent permitted under law, all payments the RECIPIENT is eligible to receive under 1971 PA 140, as amended (Distributable Aid), as security for the RECIPIENT's obligations under this CONTRACT.
- d. The RECIPIENT agrees that if it fails to repay money or perform in compliance with the terms and conditions of this CONTRACT, the Treasurer of the State of Michigan is authorized and directed by the RECIPIENT to pay Distributable Aid to MDOT in an amount sufficient to pay the RECIPIENT's obligation to MDOT or up to the full amount of Distributable Aid.
- e. The RECIPIENT agrees that the costs reported to MDOT for this CONTRACT will represent only those items that are properly chargeable in accordance with

this CONTRACT. The RECIPIENT also certifies that it has read the CONTRACT terms and has made itself aware of the applicable laws, regulations, and terms of this CONTRACT that apply to the reporting of costs incurred under the terms of this CONTRACT.

Section 6. ADMINISTRATION

- a. All reports, approvals, and correspondence from the RECIPIENT to MDOT will be sent to the SIB Administrator at the following address: SIB Administrator, State Infrastructure Bank Program, Michigan Department of Transportation, Office of Economic Development, 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909.
- b. Correspondence from MDOT to the RECIPIENT will be sent to the address noted in the first paragraph of this CONTRACT.
- c. The RECIPIENT will secure the written approval of the SIB Administrator for all PROJECT modifications, including, but not limited to, the following:
 - i. All changes of substance to the PROJECT activities identified in Exhibit A, including new activities or changes to existing approved activities.
 - ii. All extensions of time for performance under this CONTRACT.
 - iii. Cumulative changes among approved SIB-funded items that exceed the lesser of Ten Thousand Dollars (\$10,000.00) or five percent (5%) of the SIB loan amount.

PROJECT modification requests made by the RECIPIENT must be submitted in writing to the SIB Administrator by an authorized official of the RECIPIENT. Approval of PROJECT modification requests by MDOT will be in writing and will be signed by the SIB Administrator.

- d. Any change in the term of this CONTRACT, as set forth in Section 3, the terms of the loan, or the amount of the loan, as set forth in Section 4, will only be by award of a prior written amendment to this CONTRACT by the parties.

Section 7. COMPLIANCE WITH LAWS

- a. The RECIPIENT will, in the performance of this CONTRACT, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and local statutes, ordinances, and regulations and will obtain or have its contractors and subcontractors obtain all permits that are applicable to the entry into and performance of this CONTRACT.
- b. This CONTRACT will be interpreted, construed, and enforced in accordance with the laws of the State of Michigan.

- c. By signing this CONTRACT, the RECIPIENT certifies that it has obtained or will obtain all necessary environmental protection permits and clearances prior to beginning the PROJECT.

Section 8. RECORD-KEEPING AND AUDIT

- a. The RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this CONTRACT (RECORDS). Separate accounts will be established and maintained for all costs incurred under this CONTRACT.
- b. The RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by the RECIPIENT under this CONTRACT. In the event of a dispute with regard to the allowable expenses or any other issue under this CONTRACT, the RECIPIENT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the RECIPIENT will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

Section 9. AUDIT AND REPAYMENT

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this CONTRACT or questions the allowability of an item of expense, MDOT will promptly submit to the RECIPIENT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the RECIPIENT at the completion of an audit.

Within sixty (60) days after the date of Notice of Audit Results, the RECIPIENT will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the CONTRACT. The RECIPIENT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the RECIPIENT, the RECIPIENT will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of the invoice from MDOT. If the RECIPIENT fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the RECIPIENT agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the RECIPIENT under this CONTRACT or any other contract or payable to the RECIPIENT under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The RECIPIENT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the RECIPIENT in a timely filed RESPONSE.

Section 10. DEFAULT AND TERMINATION

In the event that any of the following occurs, MDOT may consider the RECIPIENT to be in default with respect to this CONTRACT:

- a. The RECIPIENT misrepresents any documentation or information provided to MDOT to secure SIB financing.
- b. The RECIPIENT fails to perform the PROJECT as described in Exhibit A.
- c. The RECIPIENT fails to make a payment of any installment of principal and/or interest under this CONTRACT or fails to make a due payment of any other debt or obligation now or later owed by the RECIPIENT to MDOT.
- d. The RECIPIENT defaults in the performance of any other obligation to MDOT under this CONTRACT.
- e. The RECIPIENT becomes insolvent or makes an assignment for the benefit of creditors.
- f. Any guarantee or pledge made by the RECIPIENT that now or later secures payment for any or all indebtedness arising from this CONTRACT becomes terminated or limited for any reason without the prior written consent or agreement of MDOT.
- g. At any time MDOT has good faith cause to believe that the prospect of payment from or performance by the RECIPIENT under this CONTRACT is impaired.

In the event that the RECIPIENT fails to comply with the provisions of this CONTRACT, including the default provisions herein, and such noncompliance by the RECIPIENT continues for a period of ten (10) days after written notification of such noncompliance without an effort by the RECIPIENT to begin to diligently pursue remedies for such noncompliance, MDOT will have the right, at its option and notwithstanding any waiver by MDOT or any prior noncompliance, to demand the immediate return of the full outstanding balance of SIB monies and to terminate this CONTRACT.

The exercise of such right by MDOT will not impair any other rights of MDOT under this CONTRACT or any rights of action against the RECIPIENT for the collection of remaining monies due MDOT and/or the recovery of damages.

Section 11. CONTRACTUAL OBLIGATIONS

Both parties will make reasonable efforts to satisfy promptly their surviving obligations to each other as necessary to complete their contractual relationships after expiration or termination of this CONTRACT. This provision does not create or confer any rights upon any person or entity not a party to this CONTRACT.

Section 12. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, the RECIPIENT agrees to indemnify, defend, and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, the FHWA, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the RECIPIENT in connection with the RECIPIENT's performance of the PROJECT; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the RECIPIENT's performance of the PROJECT under this CONTRACT, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by vendors or contractors of the RECIPIENT or their subcontractors or any other person not a party to this CONTRACT without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof. Any work performed for the RECIPIENT by a contractor or subcontractor will be solely as a contractor for the RECIPIENT and not as a contractor or agent of MDOT. Any claims by any contractor or subcontractor will be the sole responsibility of the RECIPIENT.

It is expressly understood and agreed that the RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this CONTRACT that results in claims being asserted against or judgments being

imposed against the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the FHWA, as applicable.

In the event that the same occurs, it will be considered as a breach of this CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

Section 13. LOCAL AGENCY COST PARTICIPATION CONTRACT

MDOT and the RECIPIENT agree that, with respect to an SIB-financed road improvement project, the RECIPIENT will enter into a Local Agency Cost Participation Contract consisting of Part I and Part II (Standard Agreement Provisions) with MDOT prior to the disbursement of federal loan funds. MDOT's sole reason for entering into a Local Agency Cost Participation Contract is to enable the RECIPIENT to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Section 14. NOTICES

All notices required hereunder will be in writing and will be deemed to have been duly given if personally delivered or sent by certified mail, return receipt requested, postage paid, or by telegram addressed as shown below, or by confirmed facsimile machine message, unless notified differently in writing by the other party.

If to MDOT:

Director, Michigan Department of Transportation
425 West Ottawa Street
P.O. Box 30050
Lansing, Michigan 48909

With a copy to the Administrator of MDOT's SIB program at the address set forth above for the Director.

If to the RECIPIENT:

Village of Spring Lake
Marvin Hinga
102 W. Savidge Street
Spring Lake, Michigan 49456

Section 15. CAPTIONS

The captions used in this CONTRACT are for convenience and identification purposes only and do not form a part of this CONTRACT.

Section 16. SEVERABILITY

If any term, covenant, condition, or provision (or any part thereof) of this CONTRACT or the application thereof to any party or circumstance will at any time or to any extent be held to be invalid or unenforceable, the remainder of this CONTRACT or the application of such term or provision (or remainder thereof) to parties or circumstances other than those to which it is held to be invalid or unenforceable will not be affected thereby, and each term, covenant, condition, and provision of this CONTRACT will be valid and will be enforced to the fullest extent permitted by law.

Section 17. ASSIGNMENT

This CONTRACT may not be assigned without the express prior written approval of the non-assigning party, which approval will not be unreasonably withheld.

Section 18. PROMPT PAYMENT

The RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the RECIPIENT receives from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The RECIPIENT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

Section 19. PROHIBITION OF DISCRIMINATION

- a. In connection with the performance of the PROJECT under this CONTRACT, the RECIPIENT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this CONTRACT.
- b. During the performance of this CONTRACT, the RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this CONTRACT.

Section 20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the RECIPIENT, in the performance of this CONTRACT, will not enter into a contract with a contractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by the federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this CONTRACT if the name of the RECIPIENT or the name of a subcontractor, manufacturer, or supplier utilized by the RECIPIENT in the performance of this CONTRACT subsequently appears in the register during the performance period of this CONTRACT

Section 21. AMERICANS WITH DISABILITIES

The RECIPIENT agrees that no otherwise qualified individuals with disabilities in the United States, as defined in the Americans with Disabilities Act, 42 USC 12101 *et seq.*, as amended, and regulations in implementation thereof (29 CFR Part 1630), will, solely by reason of their disabilities, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this CONTRACT.

Section 22. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the RECIPIENT's obligation to MDOT under this CONTRACT, the RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The RECIPIENT shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the RECIPIENT's obligation to MDOT under this CONTRACT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The RECIPIENT shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the RECIPIENT's obligation to MDOT under this CONTRACT may have occurred or is threatened to occur. The RECIPIENT shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the RECIPIENT's obligation to MDOT under this CONTRACT.

Section 23. AWARD CONTINGENCY

Award of this CONTRACT will be contingent upon the RECIPIENT providing MDOT with a duly adopted resolution authorizing a representative of the RECIPIENT to award this CONTRACT and undertake the PROJECT.

Section 24. DISCREPANCIES

In case of any discrepancy between the provisions of this CONTRACT, including the attached exhibits, and those of any previous contract, offer, bid, or other document, the provisions of this CONTRACT will govern. In case of any discrepancy between the body of this CONTRACT and any exhibit hereto, the body of the CONTRACT will govern.

Section 25. AWARD

This CONTRACT will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the RECIPIENT and MDOT and upon adoption of a resolution approving said CONTRACT and approving the signature(s) thereto of the respective representative(s) of the RECIPIENT, a certified copy of which resolution will be sent to MDOT with this CONTRACT, as applicable.

VILLAGE OF SPRING LAKE

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: MDOT Director



PROJECT FINANCING

15. PROJECT STATUS (Please explain current status of the project, e.g. planning, design, project start and completion dates.)
 Project engineering is complete.

ESTIMATE PROJECT CONSTRUCTION TIMELINE	START DATE 03/01/19	END DATE 09/30/19
16. TOTAL PROJECT COST \$1,989,815.00	SIB LOAN AMOUNT REQUESTED \$500,000.00	

17. PROPOSED PROJECT FINANCING SOURCES (Do not include SIB Repayment Source)

STATE INFRASTRUCTURE BANK	\$	500,000.00
FEDERAL AID	\$	
ACT 51 FUNDS	\$	
ASSESSMENTS	\$	
USER PAYMENTS/FEES	\$	
LOCAL FUNDS	\$	44,615.00
OTHER (Specify): MDOT TAP GRANT, DNR Grants	\$	1,445,200.00

18. TYPE OF FINANCING ASSISTANCE REQUESTED <input checked="" type="checkbox"/> LOAN <input type="checkbox"/> CREDIT ENHANCEMENT	19. REPAYMENT TERMS REQUESTED 8 years
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20. REPAYMENT SOURCE FOR SIB LOAN

Crockery Township Non-Motorized Trail Millage (\$71,981/year	\$	500,000.00
over 8 years). Loan based on 8-yr term @ 3.25% per annum.	\$	
	\$	
TOTAL \$		500,000.00

21. PROPOSED SECURITY / COLLATERAL

CROCKERY TOWNSHIP NON-MOTORIZED TRAIL MILLAGE, AND THE FULL FAITH AND CREDIT OF CROCKERY TOWNSHIP

22. ARE YOU AN ACT 51 AGENCY? Yes No If yes, what is your annual Act 51 allocation? 230,000.00

CHECKLIST

23. CHECK ALL OF THE FOLLOWING ITEMS THAT ARE ATTACHED:

ATTACHMENT A - Description of Proposed Project ATTACHMENT B - Benefits of Proposed Project

CERTIFICATION

24. SIGNATURE <i>Marvin Hinga</i>	TITLE Clerk/Treasurer	DATE 11/07/18
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Completed Initial Project Application and all applicable attachments may be submitted for initiation of the SIB review process to:

State Infrastructure Bank
 Michigan Department of Transportation
 Office Of Economic Development
 Van Wagoner Building
 425 W. Ottawa Street
 P.O. Box 30050
 Lansing, Michigan 48909
 (517) 373-2687 fax

SIB Coordinators:
 Jessica Pierce
 (517) 241-0185
piercej3@michigan.gov
 Tyler Belisle
 (517) 241-4960
BelisleT@michigan.gov

ATTACHMENT A: DESCRIPTION OF PROPOSED PROJECT

In your description, include an explanation of the problem that this project is designed to address.
Please include a map. Attach additional pages if necessary.

This project has two phases. Currently, the North Bank Trail, extending east from Spring Lake, terminates at 130th Avenue. Phase 2A would begin at 130th avenue and would follow within existing right-of-way and proposed and existing easements, Crockery Township-owned property, and Ottawa County Road Commission (OCRC) Right-of-way (R.O.W.), and MDOT-owned property to the East towards 120th avenue. At 120th avenue, Phase 2A would connect to the North Bank Trail Phase 2B section that was completed in the Fall of 2016 that extends under the I-96 underpass at 120th Avenue.

The second phase of this project, Phase 2C would connect to the East end of the recently completed Phase 2B section and extend easterly along Murphy Street on a combination of easements and OCRC Right-of-way towards 116th Avenue. The trail would cross 116th Avenue and continue easterly within easements over property owned by Consumers Energy and Verizon Wireless towards Apple Avenue. The trail would cross Apple Avenue and continue easterly on Crockery Township-owned property towards 112th Avenue. Phase 2C crosses 112th avenue and heads north along 112th Avenue R.O.W. to the intersection of 112th avenue and Cass St. The trail then heads East within Cass St. R.O.W. then crosses Cass St. and heads north in public R.O.W. where it terminates at land owned by Crockery township South of Plews St., where a trailhead is proposed.

This project would connect previously constructed sections of the North Bank Trail to provide users with a safe, continuous, non-motorized route from the Village of Spring Lake to the Village of Nunica in Crockery Township. In addition, the completed trail would connect with the Spoonville Trail in Nunica.

ATTACHMENT B: BENEFITS OF PROPOSED PROJECT

Discuss how SIB financing will help attract new public/private investment, reduce project costs and accelerate project completion. Identify other project benefits, e.g. access, mobility, economic, preservation, environmental.
Attach additional pages if necessary.

SIB financing would allow both phases of this project to be completed at the same time. This will reduce design and administrative costs that come with two separate projects.

Without SIB financing, Crockery Township would need to wait years for the non-motorized trail millage to raise enough money for the local match portion of this project. SIB financing allows the township to get the project done faster.

This project would provide the citizens of Crockery Township and the surrounding communities with a continuous, safe non motorized route from the Village of Spring Lake to the Village of Nunica in Crockery Township. Currently, non-motorized users are routed onto high speed roadways (either M-104 or State Road) to travel between these communities.

STATE INFRASTRUCTURE BANK LOAN PROGRAM PROJECT AUTHORIZED BUDGET

PROJECT NAME North Bank Trail - Phases 2A and 2C		PROJECT LOCATION Village of Spring Lake	
APPLICANT Village of Spring Lake		PROJECT START DATE 3/1/19	PROJECT COMPLETION DATE 9/30/19
TOTAL PROJECT COSTS:	\$1,989,815.00	SIB LOAN AMOUNT:	\$500,000.00

PROJECT FINANCING SOURCES

STATE INFRASTRUCTURE BANK	500,000.00
FEDERAL AID	
ACT 51 FUNDS	
ASSESSMENTS	
USER PAYMENTS/FEES	
LOCAL FUNDS	44,615.00
OTHER (Specify) <u>MDOT TAP Grant, DNR Grant</u>	1,445,200.00
TOTAL	1,989,815.00

PROJECT DESCRIPTION

This project will connect existing sections of the North Bank Trail in the Village of Spring Lake to the Spoonville Trail in the Village of Nunica in Crockery Township

REPAYMENT SOURCE FOR SIB LOAN

Crockery Township Non-Motorized Trail Millage (\$71,981.32/year)	500,000.00
TOTAL	500,000.00

LOAN DISBURSEMENT SCHEDULE: \$ 500,000.00 UPON EXECUTION OF THIS CONTRACT.

LOAN REPAYMENT SCHEDULE: 1 annual payment

OF \$ 71,981.32 FOR 8 YEARS COMMENCING ONE YEAR AFTER DISBURSEMENT OF LOAN.

**MICHIGAN DEPARTMENT OF TRANSPORTATION
FINANCIAL OPERATIONS DIVISION
STATE INFRASTRUCTURE BANK LOAN AMORTIZATION**

**Village of Spring Lake
Loaned from: 2116 Pays to Fund: 2116**

<u>Date Due</u>	<u>Payment Amount</u>	<u>@ X months</u>	<u>3.25% Interest Calculation</u>	<u>Principal Amount</u>	<u>Principal Balance</u>	
03-Dec-18					500,000.00	
03-Dec-19	71,981.32	12	16,250.00	55,731.32	444,268.68	1
03-Dec-20	71,981.32	12	14,438.73	57,542.59	386,726.09	2
03-Dec-21	71,981.32	12	12,568.60	59,412.72	327,313.37	3
03-Dec-22	71,981.32	12	10,637.68	61,343.64	265,969.73	4
03-Dec-23	71,981.32	12	8,644.02	63,337.30	202,632.43	5
03-Dec-24	71,981.32	12	6,585.55	65,395.77	137,236.66	6
03-Dec-25	71,981.32	12	4,460.19	67,521.13	69,715.53	7
03-Dec-26	71,981.28	12	2,265.75	69,715.53	0.00	8
	<u>575,850.52</u>		<u>75,850.52</u>	<u>500,000.00</u>		

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050

Lansing, Michigan 48909

Questions about this form? Call Toll-free, 1-866-DBE-1264



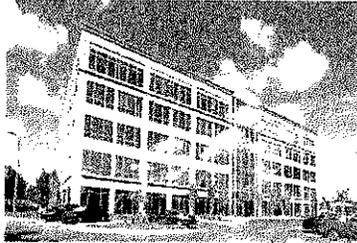
Supervisor: _____

Tech: _____

CENTURY

PROFESSIONAL FLOORING & CLEANING

ABC Building



5151 Building Service Dr Ne Grand Rapids, MI 49321

Cleaning Days: M-f

Key / Entrance: key card for back door

Janitor Closet Location: Right by breakroom by entry door

Dumpster Location: Inside the building by elevator

Job Time: 15 hours = 3 techs for 5 hours

MITC Code: 273

Special Instructions:

Always maintain a clean workspace! You are not the only one using the janitor closet, please put things back in an orderly fashion every time you clean. Recycle Everyday separate everything they are a green building they supply their own chemicals

Please notify your supervisor if there are any maintenance issues, major stained carpet, or additional cleaning tasks that may need to be looked at.

As Needed:

- High and low dust all ceilings, corners, signs, & vents

Every Time You Clean:

Main Lobby/ Hallways & Stairwells:

- Touch up glass on doors



CENTURY

PROFESSIONAL FLOORING & CLEANING

Supervisor: _____

Tech: _____

- Clean inside and out of the microwave
- Spot clean all windows
- Wipe window sills
- Vacuum and remove rugs
- Sweep and mop floors
- Replace rugs

Warehouse Cleaning: Map Attached

Warehouse:

- Dust mop the main walkway right by the front office area

Breakrooms (5):

- Empty all trash and replace liners wiping the outside of the bins to maintain presentation
- Disinfect all tables, sinks, counter tops, and chairs
- Touch up the outside of the fridge, dishwasher, cupboard faces
- Clean inside and out of the microwave
- Spot clean all windows
- Wipe window sills
- Vacuum and remove rugs
- Sweep and mop floors
- Replace rugs

Restrooms (14):

- Dust / wipe partitions
- Wipe doors, handles and door kicks
- Disinfect all toilets, urinals, sinks, countertops
- Disinfect and polish all dispensers and chrome fixtures
- Empty and replace liners in trash and sanitary napkin containers
- Wipe then polish all mirrors
- Fill all paper products & soaps
- Wipe wall under soap and paper dispenser
- Sweep then mop floors, disinfecting the base of all toilets and urinals

Upper Offices:

- Empty Trash and recycle replace liners in the trash cans
- Vacuum

Fitness Room (Cleaned per request only):

- Empty Trash
- Disinfect and clean equipment



PAID JAN 04 2019

CENTURY

PROFESSIONAL FLOORING & CLEANING

719 Century Ave Grand Rapids MI, 49503 | 616-988-4524

A Letter from our CEO

Thank you for this opportunity.

We know you have choices, and whether it is for purchasing flooring products for residential or commercial environments, floor care or janitorial service, we thank you for contacting Century. We want to earn your trust and we are extremely happy you are considering doing business with us.

Each one of our sales representatives and support personnel is dedicated and qualified to serve you. Many of our employees have been here for more than 10 years, but even better – all our representatives are fully committed of creating a greatest and best experience for you. Century values its customers, but more importantly – the relationships of trust that develop over the years. At Century, we consider our greatest asset to be our employees.

Since our inception in 2002, Century has continually served West Michigan and the Grand Rapids area. We have continued our growth and reach across Michigan, establishing a service division in Detroit in April 2016. Century strives to be the best in Michigan, providing flooring solutions through great product and installation, and providing janitorial and floor care services for all.

We are so excited to be able to show you what we can do for you. Thank you for choosing Century!

Greg Hadfield, CEO



CENTURY

PROFESSIONAL FLOORING & CLEANING

719 Century Ave Grand Rapids MI, 49503 | 616-988-4524

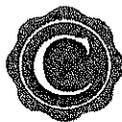
Staffing Structure and Contact Information

Not only do we provide excellent service, we have truly outstanding people that are just a phone call away:

Angelica Hough Building Services Manager: Oversees all accounts tracking hours, staff management, client communication, and coordinates specialty jobs and tasks. Angelica will handle all logistical questions or issues concerning cost, hours, tasks, equipment and employment. Angelica has been with Century almost a year now. Angelica owned a residential cleaning company before starting at Century. She owned the company for about 5 years, growing steadily each year during the time of ownership. She traveled the country constantly attending many seminars and classes while being trained closely by a personal coach that operates a multimillion-dollar residential cleaning company. During this time Angelica learned not just on how to run a cleaning service but on how to lead, train, price, and most of all how to exceed the expectation of the customer.

Debra Myers Operations Manager: Oversees all day to day operations, handles training, maintains equipment, manages and communicates with all night supervisors on a day to day basis. Deb takes care of handling any day to day issues or concerns with the clients or employees. She helps fill or eliminate account positions and helps reinforce consistent operating procedures. Within your buildings she will be doing monthly walkthroughs ensuring the quality is to your standards and the scope of work is being followed. She does audits on uniforms, janitorial storage closets, and quality of the cleaning, then reviews the supervisor and employee. Before Century, Deb was a lead night cleaner and employee of Gentex. She worked there for about 20 years leading the night crews to complete the tasks needed. Deb was the only manager allowed access to restricted areas and the only employee with authorization to the president's suite.

Alba Diaz Lead Night Supervisor: Alba leads all night operations – handling all staff, including supervisor questions or concerns she ensures everyone shows up to work and that the work is done correctly every night. She maintains rotational tasks and odd end jobs. Alba has been with Century for 10 years. Before Century, Alba worked for a company that cleaned all the Michigan Sports Academy gyms. When we took over those accounts, we retained Alba in the deal and she was a great addition to our team.



CENTURY

PROFESSIONAL FLOORING & CLEANING

719 Century Ave Grand Rapids MI, 49503 | 616-988-4524

Scope of Work

In this section you will find an example of a scope of work that our cleaning technicians and supervisors follow. With our assigned supervisor and regular checks of your building we aim to always maintain your building to your standards.

Each location holds a *log/communication* book between technicians, supervisors, and contacts of the building. These books are checked daily for any notes that are left by any of the previously mentioned persons.



CENTURY

PROFESSIONAL FLOORING & CLEANING

719 Century Ave Grand Rapids MI, 49503 | 616-988-4524

References

Century has been in business for over 15 years – serving hundreds of businesses in West Michigan. We offer floor cleaning programs for Chase banks across Michigan, as well as for Chemical banks. We are a key provider of cleaning services for Amway and JW Marriott downtown Grand Rapids and have other references for your review. We have built a vast array of customer connections and customer loyalty and hold an extraordinary reputation that will reflect how we maintain your buildings as well.

Over the years Century has maintained the following companies and invites you to contact them for reference purposes.

Fishbeck Thompson Carr & Huber

Multiple locations in West Michigan

Contact Jim at 616-575-3824

Nucraft

5151 West River Dr. NE

Comstock Park, MI 49321

Contact Rob at 616-784-6016

Steelcase

901 44th St SE

Grand Rapids, MI 49508

Contact Dana at 616-247-3370

Proposal Form
Request for Proposals for Cleaning Services

The undersigned hereby submits the following proposal for the monthly cost of cleaning services for the Village of Spring Lake:

Village Hall	\$ <u>666.00</u>	per visit
Barber Community School House	\$ <u>22.00</u>	Per Visit
	\$ <u>666.00</u>	Monthly deep clean

Worker's Compensation Certification

I hereby certify that effective the date of my Contract with the Village of Spring Lake and at all times in the performance of such Contract that:

I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Michigan with the following insurance company:

Berrends Hendricks Stuit inc.

Company Name

3055 44th St SW Lelle-531-1900

Agent's Name, Address and Telephone Number

1895355 5/01/2018

Policy Number and Effective Date OR

I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Michigan to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the Village of Spring Lake.

Date

Signature of Contractor

Current Cleaning Service

**Centry Professional
Flooring & Cleaning**

**Zervas Facility
Maintenance Inc.**

Village Hall

\$ 603.75 Month Village Hall

Village Hall

\$ 572.00 Month

Barber School

\$ 22.00 Per visit
\$ 66.00 Monthly
Deep Clean

Village Hall

\$ 740.00 Month

Barber School

\$ 25.00 Per Visit
\$ 85.00 Monthly
Deep Clean

\$ 7,245.00 Year

\$ 6,864.00 Year

\$ 264.00 Year
\$ 792.00 Year

\$ 8,880.00 Year

\$ 300.00 Year
\$ 1,020.00 Year



214 4th St. Suite A,B & C
Spring Lake, MI. 49456
616-638-2655

Enclosed is the

Proposal for Cleaning Services

Per scope of work

ZFM

**ZERVAS FACILITY
MAINTENANCE L.L.C.**



Village Hall Scope of Work

Entrance, Lobby, Reception Area

Weekly:

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point.
2. Wash both sides of glass doors/windows removing prints and smudges.
3. Thoroughly dust all horizontal and vertical surfaces, including windowsills, ledges, moldings, telephones, pictures, grandfather clock, office furniture and manner of furnishings.
4. Vacuum walk off mats and traffic lanes.
5. Clean drinking fountain removing watermarks and splashes on sides, fronts and surrounding walls.
6. Dust mop hard surface floors.
7. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
8. Dust all horizontal and vertical surfaces.
9. Wash both sides of reception windows.
10. Remove smudges from elevator.

Monthly:

1. Spot wipe walls, light switches, and doors removing fingerprints, smudges, and spills.
2. Complete all high dusting, including exhaust fans and air ventilators within reach.

Quarterly

1. **Thoroughly wash windows (interior and exterior of entry doors and windows weather permitting)**
2. **Thoroughly mop, taking care to get into corners, along edges and beneath furniture.**

Hallways

Weekly:

1. Vacuum traffic lanes.
2. Dust mop all hard surface floors.
3. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
4. **Spot treat soiled carpet areas.**

Monthly:

1. Thoroughly vacuum all carpeting, taking care to get into corners, along edges, and beneath furniture.
2. Thoroughly dust all horizontal and vertical surfaces, including windowsills, ledges, moldings
3. Spot wipe walls, light switches and doors removing finger prints, smudges, and spills.
4. Complete all high dusting, including exhaust fans and air ventilators within reach.

General Offices, Conference Rooms, Work Area

Weekly:

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point.
2. Thoroughly dust all horizontal and vertical surfaces, including desktops, files, windowsills, ledges, moldings, chair bases, telephones, computers, pictures, office furniture and all manner of furnishings.
3. Damp wipe work station desk tops, polish wood desks tops.
4. Clean and sanitize sink (Client responsible for dishes).
5. Vacuum traffic lanes.
6. **Spot treat soiled carpet areas.**

Monthly:

1. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.
2. Spot wipe walls, light switches, and doors removing fingerprints, smudges, and spills.
3. Complete all high dusting, including exhaust fans and air ventilators within reach.
4. Damp wipe telephones with disinfectant.

Quarterly:

1. **Thoroughly wash interior windows**
2. **Dust horizontal blinds.**

Restrooms (6)

Weekly:

1. Empty all trash receptacles, replace liners, as needed and wipe receptacles clean. Remove trash to a collection point.
2. Stock towels, tissue, and hand soap. Wipe/polish dispensers as needed.
3. Toilets to be cleaned and sanitized inside and outside. Polish bright work.
4. Toilet seats to be wiped clean on both sides.
5. Scour and sanitize all basins. Polish bright work.
6. Remove splash marks from walls around basins.
7. Dust horizontal surfaces, including partitions, top of mirrors, and frames. Clean and polish mirrors.
8. Sweep or dust mop hard surface floor.
9. Report any restroom repairs needed to the maintenance department.

Monthly:

1. Wipe all restroom partitions on both sides.
2. Spot wipe walls, light switches, and doors removing fingerprints, smudges, and spills.
3. Complete all high dusting, including exhaust fans and air ventilators within reach.
4. Dust top of lockers in locker rooms.

Kitchenette Area

Weekly:

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point.
2. Stock towel dispensers as needed.
3. Damp wipe counters.
4. Clean and sanitize sink (Client responsible for dishes)
5. Spot clean cabinets and exterior of appliances to present at neat appearance.
6. Clean interior of microwaves removing food particles and stains.
7. Dust mop hard surface floors.
8. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.

Monthly:

1. Spot wipe walls, light switches and doors removing fingerprints, smudges and spills.
2. Complete all high dusting, including exhaust fans and air ventilators within reach.
3. Wipe clean fronts, tops, and sides of trash receptacles.

Barber School:

Per Call:

1. Clean and sanitize both restrooms
2. Clean and polish mirrors
3. Vacuum all carpeted areas.
4. Damp mop all hard flooring, if necessary
5. Spot clean appliances to present a neat appearance.
6. Damp Wipe counter tops in the kitchen
7. Entrance windows cleaned (remove finger prints)
8. Transport trash to DPW

Monthly: **(deep cleaning)**

1. Spot wipe walls, light switches and doors removing fingerprints, smudges and spills.
2. Complete all high dusting, including exhaust fans and air ventilators within reach.
3. Clean cobwebs from entryways
4. Thoroughly mop tile floors, taking care to get into corners and along edges.
5. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.

Village of Spring Lake
RFP for Cleaning Services

Equipment and Cleaning Chemicals

The Village of Spring Lake will supply trash bags, paper towels, hand soaps and toilet paper. Restocking of these products will be coordinated with the Administration Department.

Damage

The contractor shall report to the Administration Department any damaged facilities and/or broken items that need to be replaced so as not to be held accountable weekly.

Worker's Compensation Certification

I hereby certify that effective the date of my Contract with the Village of Spring Lake and at all times in the performance of such Contract that:

I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Michigan with the following insurance company:

FARM BUREAU IHS CO OF MICHIGAN
Company Name

HENDRICKSON AGENCY 16844 ROBINS ROAD G.H. MI 49417
Agent's Name, Address and Telephone Number

S-2818223 9-6-18-9-6-19 - NCC2818224 9-6-18-9-6-19
Policy Number and Effective Date OR

I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Michigan to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the Village of Spring Lake.

1/9/19
Date

[Signature]
Signature of Contractor

Signature Page
Request for Proposal for Cleaning Services

By: Name and Title (please print) ZERVAS FACILITY MAINTENANCE

Signature 

Vendor Address 214 4TH ST SUITE ABC

SPRING LAKE MI 49456

Contact (please print) MARK ZERVAS

Phone 616-638-2655

Fax 616-607-7525

E-mail MARK.ZERVAS@GMAIL.COM

Client References Request for Proposal for Cleaning Services

Please list three (3) client references. It is preferred that those references are clients within Ottawa, Muskegon, Allegan and Kent Counties. The Village reserves the right to contact references other than, and/or in addition to, those being furnished below.

1. Name: BUSCHE ALUMINUM TELH

Address: 14638 APPLE DRIVE FRUITPORT MI

Phone Number: MR. ANDY SCHERF 616-402-4765

2. Name: KOOL CHEVY

Address: 3770 PLAINFIELD H.E. GRAND RAPIDS MI

Phone Number: MATT KOOL 616-364-9431

3. Name: STRUCTURAL CONCEPTS

Address: 888 E. PORTER ROAD MUSKEGON MI

Phone Number: CHRIS TURBEON 231-798-8888

Independent Contractor Statement

it is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Village for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under the Agreement, shall have no contractual relationship with the Village, shall not be considered employees of the Village and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Michigan on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Village; and the Contractor shall defend, indemnify and hold the Village, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Village, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, and severance pay.

Company/Individual Name: ZERVAS FACILITY MAINTENANCE

Official Address: 214 4TH ST SUITE ABC SPRING LAKE
MI

Signature and Title:  PRESIDENT

Date: 1/9/19

Proposal Form
Request for Proposals for Cleaning Services

The undersigned hereby submits the following proposal for the monthly cost of cleaning services for the Village of Spring Lake:

Village Hall	\$ <u>740.⁰⁰</u> <i>MONTH</i>	
Barber Community School House	\$ <u>25.⁰⁰</u>	Per Visit
	\$ <u>85.⁰⁰</u>	Monthly

Christine Burns

From: Nick Bonstell <nbonstell@miottawa.org>
Sent: Wednesday, December 26, 2018 4:00 PM
To: Mike Rohwer; Scott Corbin; Jeffrey Hertel; Gerger, Thomas; tstanley@noch.org; Lynette Kemme (ZCH-Spectrum); Erin VonTom; Richard Vandekerkhoff; Richard Szczepanek; Kerri Cannata; Jim Duram; Luke Miller; m.messer@cityofholland.com; David Hulst; Keith Mulder; Craig Sterley; Christine Burns; Ryan Kemppainen; wtfalkema@gmail.com; barnesed@gvsu.edu; Bob Buursma; j.ludema@cityofholland.com; Leslie Ver Duin; Sheila Hyde; Shane Pavlak; Wally Delamater; Warner, Richard; warren.billett@gmail.com; Abby Watkins; Andy Ingall (Grand Haven); Andy Slagh; Aaron Thelenwood; Abdun-Nabi, Alexander (MSP); Burger, Penelope (MSP); Black, Karla; Jerry Olman; Black, Crystal (MSP); Brandon DeHaan; Bott, Kevin; Cameron Taylor; Mike Gregg; Nate Dornbos; Dave Dahl; Jim Walters (drj8892@gmail.com); Elvita Lewandowski; Eric Kaelin; Erik Nederveld; John Shay; Joe Bush; Gil Dykstra; Gordon Gallagher (Spring Lake Township Manager); Hoffman, Peter (MSP); Howard Baumann Jr. (Port Sheldon Township Supervisor); Howard Fink (Park Township Manager); Liz Boeve; Lisa Olson; Matthew Allen; Mark Jonekrijg; mkoetje@ocda.org; Michael Petroelje; Michael Morrow; Monaghan, Michael; mackayj@ghaps.org; Steve Bulhuis (Holland Township Manager); Salladay, Nikki; Noah Selby-Theut (SAR); 'CERT Coordinator Ottawa County'; pstaskiewicz@ottawacorc.com; Patrick Waterman (Hudsonville City Manager); Patrick McGinnis (Grand Haven City Manager); Paul Heidel; Sean Reilly; ROBERT.DONLEY@TYSON.COM; Renee Gavin; Shawn Schrader; Steve Namenye; spanjerK@michigan.gov; Sarah Salguera; stacy.madden@kentcountymi.gov; Josh Westgate (Wright Township Supervisor); Steven McCarthy; slaterT@michigan.gov; Sara Johnson; supervisor@allendale-twp.org; Westra, Travis; Tim Klunder (Zeeland City Manager); Todd Wolters (Olive Township Supervisor); Lonyo, Tom; Wierzbicki, David (DEQ)
Subject: FW: Ottawa County, Michigan Emergency Management December 2018 Update: TEST

Ottawa County Emergency Management Stakeholder,

Below is the first edition of our monthly update for Emergency Management in Ottawa County. Our hope is to use this communication tool to better inform our community partners and stakeholders in emergency management. If you are interested in receiving this communication directly to your email, please follow the link below to sign up.

<https://www.miottawa.org/Connect/>

- Make sure "Emergency Management" is checked in your preferences to receive the communication directly.

Take care,

Nick Bonstell | Director of Emergency Management
Ottawa County Sheriffs Office, Emergency Management Division
12220 Fillmore Street | West Olive MI 49460
T: 616.738.4050 | C: 616.638.7760



From: Ottawa County, Michigan [mailto:miOttawa@public.govdelivery.com]
Sent: Wednesday, December 26, 2018 2:32 PM
To: Nick Bonstell
Subject: Ottawa County, Michigan Emergency Management December 2018 Update: TEST

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

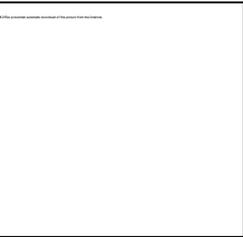


er, 2018

Edition

Ottawa County Emergency Management Director Nick Bonstell

...e to the first edition of a monthly update for Ottawa County Emergency Management. In 2018, Ottawa County Emergency Management embarked on an overall assessment of our emergency management program utilizing national, state, and local standards. This resulted in the creation of a strategic plan that will guide the operations of our office from 2019-2021.



One of the key findings was the need to increase the visibility of the program within the county. We are utilizing many new communication technologies to ensure we have a common operating picture among all of our emergency response agencies, elected, and appointed officials within the county, as well as many other stakeholders who have a vested interest in emergency management.

Technology will be a main theme to our continued success. Technology is what connects us. Technology is what allows us to see which areas of the county have been impacted by a disaster. Technology is what allows us to share plans that have been created, and technology is what allows us to communicate resources with emergency response agencies on scene. There will be a need to continue to invest in adapting our technology into the future.

One of the main points of this talk of technology, it is secondary to the importance of establishing long lasting and meaningful relationships with our emergency responders, local jurisdictions, and other stakeholders in Ottawa County.

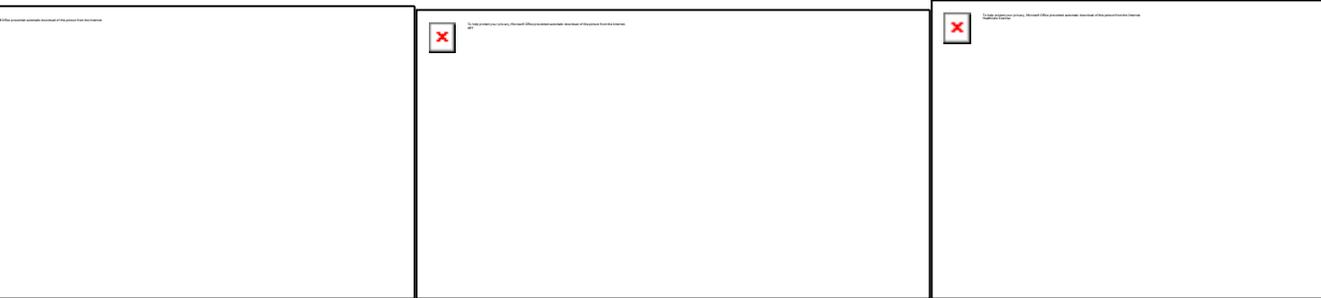
In this first edition, we look to celebrate our successful programs in 2018, and target many new programs in 2019! ***Our goals for 2019:***

- Complete the 4- Year Revision of the Emergency Operations Plan (EOP), including local support plans
- Conduct a Full-Scale Scenario utilizing local emergency responders to a chemical situation
- On-site visits for all SARA Title III site plans, including dissemination to local jurisdictions
- Train local jurisdictions on RAVE Alerts
- Promote our nearly 100 dedicated, trained, and credentialed volunteers to local jurisdictions
- Exercise the Emergency Operations Center every 6 months
- Implement the FEMA IRIS tool for Resource Management in Ottawa County

Planning and Exercise

Each month we will highlight an area of operation within emergency management. This month we will look at one of the cornerstones of emergency management: planning, training and exercise.

We will utilize a process designed by the Department of Homeland Security, called (HSEEP), or the Homeland Security Exercise and Evaluation Process. This process allows us to evaluate the functionality of an emergency response plan, and if it will successfully meet the objectives of an event taking place.



work with fire departments, law enforcement agencies, higher education, local school districts, individual communities, health care, and other stakeholders to design and evaluate exercise and training.

Conclusion

Ottawa County Emergency Management has roots all the way back to 1962 in Ottawa County, and has changed greatly over the last 56 years. We look forward to increasing and expanding our core capabilities to continue to serve our great community.

Please feel free to contact us anytime with the information below;

Office hours Monday through Friday 8:00 am to 5:00 pm.

Phone: 616.738.4052

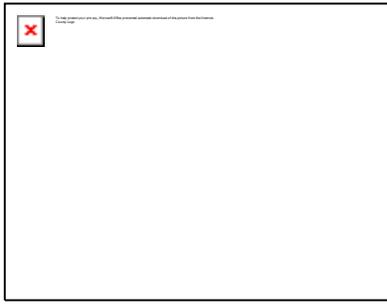
Email: bonstell@miottawa.org

Having trouble viewing this email? [View it as a Web page.](#)



Ottawa County Sheriff | Steve Kempker

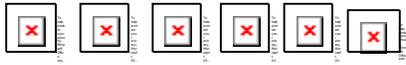
Headquarters | 12220 Fillmore Street | West Olive, Michigan 49460 | 616-738-4000



The Ottawa County Board of Commissioners

Chairman Greg DeJong | Vice-Chairman Roger Bergman | Philip Kuyers | Jim Holtvluwer | Don Disselkoe | Matt Fenske | Al Dannenberg | Mike Haverdink | Joe Baumann | Frank Garcia | Kelly Kuiper

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was sent to Email Address using GovDelivery Communications Cloud on behalf of: Ottawa County, Michigan · 12220 Fillmore Street · West Olive, MI 49460



Christine Burns

From: Brian Sipe <BSipe@springlaketwp.org>
Sent: Thursday, December 27, 2018 1:38 PM
To: Christine Burns
Subject: ISO survey results

Chris,

I want to let you know that we just received our evaluation from ISO and we dropped another classification, down to a '4'. This is reflective of a lot of hard work across the DPW and fire department. One area that allowed us to gain some extra points and put us over that threshold to get a '4' was our fire prevention activities (fire inspections, plan reviews, fire investigations, adopting a fire code, etc.). Without the Board's continued support of that mission, we would not have dropped from a '5' to a '4'.

The Public Protection Classification (PPC) survey provides a great benchmark on the existing services we deliver to our community but what I also like about the survey is that identifies areas we can look to improve on... and that's what we will do.

Brian Sipe

Fire Chief

Spring Lake Fire Department

106 N. Fruitport Rd.

Spring Lake, MI. 49456

Office: 616.215.1590

Cell: 616.638.0224

Email: bsipe@springlaketwp.org

street, introduce yourself, ask for a resolution. Un-
against storing recycling
that they are recycling a
keeping the cardboard o
Debbie Downer (honest)
sides to every situation.
money to participate in re
is for residential custome
stewards, they might just
secure the recyclables. Th
fact that their cardboard e

12/27/18, 12:29 PM

Would the village allow for Lori and I to donate recycling
receptacles to place along the lakeshore trail if we volunteered to
empty them as needed?

3:24 PM

Hi Jonathan. I am taking you
wanted to let you know that I
but Facebook messages don
future, please reach out to me
and I promise to get back to you
weekend.



DRAFT MINUTES

**Monday, December 17, 2018
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan**

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

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

Motion by **Petrus**, second from **Miller**, to excuse the absence of Council Member Hanks.

Yes: 6 No: 0

4. Approval of the Agenda

Motion by **TePastte**, second from **Van Strate**, to approve the agenda as presented.

Yes: 6 No: 0

5. Consent Agenda

A. Approved the payment of the bills (EFTs 19-20 and checks numbered 60236-60293) in the amount of \$437,517.28.

B. Approved the minutes for the November 12, 2018 work session and the November 19, 2018 regular Council meeting.

C. Approved an extension to the Shared Planner Contract with the City of Grand Haven.

D. Approved the appointment of Mark Powers and Christine Burns to the Spring Lake District Library Board with terms expiring 12/2022.

E. Approved the 2019 Board & Committee meeting dates as presented.

- F. Approved the acquisition of Commercial Cards for DDA Director Angela Stanford-Butler and DPW Director Wally Delamater.

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

Yes: 6 No: 0

6. General Business

A. You Make the Difference Award – Mr. Lou Draeger

Subject: Lou has been instrumental in countless efforts to improve the Village. His list of accomplishments is long and distinguished. Lou chaired his last DDA meeting on Thursday, December 13, 2018 and is deserving of recognition for his community service over the past 4+ decades.

President **Powers** presented Mr. Lou Draeger with a You Make the Difference Award, listing the long and distinguished list of boards and commissions that Mr. Draeger had chaired and/or sat on. **Burns** said that Mr. Draeger was a great role model and a pleasure to have worked for and with. Mr. Draeger received a standing ovation for his service.

Mr. Draeger said that it took a lot of people working together and it was so rewarding to work in Spring Lake with all the people that were willing to jump behind a project and make things happen. Mr. Draeger thanked Council and the people in the Village that were not in attendance for their work.

B. Public Hearing – Water & Sewer Rates

Subject: Council will be contemplating significant rate increases in order to pay for necessary improvements to the Village's water & sewer system. While a public hearing isn't a requirement, Council should consider input from residents regarding the increases.

President **Powers** introduced this item and Manager **Burns** shared a power point explaining the issues and costs involved in the repairs and maintenance that needed to be done. **Burns** said that this would mean a considerable increase in water bills and, at this point, the cost was approximately \$3 per day and would continue to increase as they looked at ways to pay for this, likely through bonding. **Burns** said the question for Council and residents was, should the burden be placed on the utility bills, which was user based, or placed on the taxes in the form of a millage, or a highbred of both, and if option 3 was chosen, what would that look like. **Burns** said the amount needed was approximately \$10,000,000 so 5.31 mils. would need to be generated to pay this back which was half of what residents were paying now, so it was significant. **Burns** said

that Hinga had done calculations to determine how this would impact home owners in the hundred-thousand-dollar home range and found that it would be much more impactful putting the charges on the utility bill verses splitting it 50/50 with the taxes or putting it all on the taxes which was considerably less burdensome. **Burns** said the opposite was true with a million-dollar home, where putting all the charges on the utility bill would be an increase of approximately \$745 versus a tax increase of about \$2,600. **Burns** said she wanted to point out that there were a significant number of tax exempt parcels that would not be impacted at all if the larger portion of the burden was put on the tax payors and that needed to be taken into consideration. **Burns** said that the school would have a 66% increase if the burden was placed on the utility bill but there would be no impact if it was placed on the tax bill because they did not receive a tax bill and the library would be the same. **Burns** shared a utility bill from the City of Ferrysburg and how they included a complete breakdown of charges and felt this warranted looking at as an option for the Village.

President **Powers** opened the Public Hearing at 7:19 p.m.

The following people spoke during the Public Hearing;

Darcy Dye – 114 N Fruitport Road, encouraged a highbred that included the tax-exempt entities.

Lee Schuitema – 408 W Exchange St., said he knew these repairs were a necessity and felt that the tax-exempt entities should also be responsible for the burden of cost.

Elizabeth Wheeler – 120 N Lake Ave., asked that the cost be kept as reasonable as possible.

Kathy Richards – 206 W Exchange St., said she understood the increase was necessary, but also wanted the costs to be shared equally.

John Nash – Spring Lake Township Supervisor, said he agreed the idea of a highbred was a good idea.

Lou Draeger – 736 Fall St., encouraged a user fee and challenged the Village staff to work with the State legislature because he had seen these kinds of projects being funded by the State.

Burns shared that Spring Lake Townships Manager Gordon Gallagher had worked with Senator Arlan Meekof and Representative Jim Lilly to secure a grant towards the force main.

President **Powers** asked about packages that would allow the payments to be spread out over time at a lower interest rate.

Hinga said they were exploring a revolving fund with the State and a possibility of borrowing from USDA, which would allow a 30 to 40-year payoff instead of 20 to 30 years. **Hinga** said in addition, you would be paying as you borrowed the money, unlike conventional bonding, this would be like a line of credit that was drawn on as it was needed.

Motion by **Van Strate**, second from **TePastte**, to close the Public Hearing at 7:32 p.m.

Yes: 6 No: 0

TePastte thanked the audience for their feedback. **Burns** shared with the audience that Council would be contemplating this issue at their Strategic Planning and Goal Setting session that takes place after the 1st of the year.

President **Powers** said he has had his thinking changed on 2 issues recently with the first being RMJ after the Sheriff explained experiences in Colorado, and the second was after talking with Hinga on several occasions and learned that usage rates were perhaps a more attractive feature than he had first thought. President **Powers** said he was very glad to have Burns and Hinga available to them since this would be very complicated.

7. Department Reports

A. Village Manager – Burns announced that the Judges Choice 1st place award in the Window Decorating Contest went to Amy’s Hair Hideaway and 2nd place went to Little Lakers Leaning Center and the People’s Choice 1st place award went to On the Path Yoga with 119 donations and 2nd place went to Little Lakers with 104 donations. All donations would go to the People’s Center.

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

1. **Historic Conservation Committee**

2. **DDA**

8. Old Business and Reports by the Village Council – No Old Business

9. New Business and Reports by Village Council – No New Business

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

11. Statement of Citizens – There were no Statements of Citizens.

12. Adjournment

Motion by **Van Strate**, second from **Petrus**, Village Council adjourned the meeting at 7:37 p.m.

Yes: 6 No: 0

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk



Village of Spring Lake

Draft Council Work Session Minutes

December 10, 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. **Marihuana Ordinance**

The proposed ordinance would prohibit marihuana establishments as defined under the Michigan Regulation and Taxation of Marijuana Act. Approximately 36 Michigan municipalities collectively hired the law firm of Dickenson Wright to draft language regarding this topic. Those sample documents are attached for Council review. At this time, Grand Haven & Spring Lake Townships and the Cities of Grand Haven and Ferrysburg have prohibited the sale and consumption of marihuana in public places.

Sheriff Kempker and Undersheriff Weiss spoke to Council regarding the legalization of recreational marihuana and what this might mean for the Village and surrounding municipalities that have already prohibited the sale and consumption in public places.

Burns reported that DDA Director Stanford-Butler reached out to local businesses asking their thoughts on selling marihuana in the Village and it seemed that businesses were reluctant to share their opinions for fear of losing business no matter which side of this issue they were on. **Burns** also shared some of the challenges if Council chose to not opt-out of prohibition of the sale and consumption of marihuana. **Council** discussed this issue and how their decision would impact the Village's businesses and residents. **Council** agreed to opt-out initially and revisit later in 2019 or 2020.

2. **Affordable Housing TaskForce (Pat McGinnis)**

Pat McGinnis will have a brief PowerPoint presentation at the meeting.

Pat McGinnis gave a presentation on the Affordable Housing Taskforce and what the City of Grand Haven has done, and plan to do, to help residents with affordable housing. Mr. McGinnis said he was sharing this information in hopes of getting other communities involved.

3. **Shared Planner Contract Renewal (Pat McGinnis)**

The Village has enjoyed numerous collaborations with the City of Grand Haven, one of which is sharing a planner. This arrangement has worked extremely well for the Village, as Jennifer Howland is a very competent individual. Staff wishes to continue this relationship; a contract extension is attached for Council review.

Burns asked Council for their opinion on renewing the Shared Planner contract. **Council** agreed this arrangement has worked well for the Village and would like the renewal to go on the Consent Agenda.

4. **Water/Sewer Infrastructure (Marv Hinga)**

As the Village continues to analyze the needs of the water and sewer infrastructure, it has become readily apparent that rates will need to increase significantly in order to cover the necessary costs of large ticket items such as the new sewage force main, lead line replacements and similar improvements. Marv Hinga will present several scenarios for Council consideration.

Council discussed options for generating revenue to help cover costs of water/sewer infrastructure maintenance and repairs. **Council** asked Hinga for more information. **Hinga** said he would have this information for Council at the February 2019 meeting.

5. **Village Commercial Credit Card**

Hinga asked Council for their approval to replace retired DPW Director Stuparits Commercial Credit card with one for current DPW Director Wally Delamater and a card for DDA Director Angela Stanford-Butler. Council approved this request for the Consent Agenda.

6. **Board & Committee Appointments**

Burns reported that President Powers has agreed to serve on the Library Board and asked Council if this could be added to the Consent Agenda. **Council** agreed.

7. **Art in the Park Update**

DDA Director Angela Stanford-Butler has created the logo for the Art in the Park crowd-funding campaign. Staff is awaiting the final approval on the verbiage from the Patronicity Project Manager to launch.

Burns reported that this crowd-funding campaign would be going go live in the next week and that the Art in the Park Committee consisted of herself, Angela Stanford-Butter, Chris Protis, Christy Dreese, Jason Kik, Darcy Dye and Lesley Van Leeuwen-Vega. **Burns** said that as soon as she gets the kickoff date, she will let Council know.

8. Commercial Redevelopment District Update

Chamber President Joy Gaasch was in attendance at the November meeting to discuss the benefits of developing a Commercial Redevelopment District. Village Attorney Bob Sullivan is drafting language to establish a CRD for Council consideration at the January meeting.

Burns said she had met with Elizabeth Butler, the new Economic Development Director, and they were moving forward with drafting language to get the Commercial Redevelopment District up and running. **Burns** also said she would be having a meeting with Kim VanKampen before Christmas and a meeting with the owners of Holiday Inn regarding a potential expansion.

9. Board & Committee Meeting Dates for 2019

Burns shared the 2019 schedule for all Board and Commission meetings and asked Council for their approval on the Consent Agenda. **Burns** said she would not be in town for the March 18th, 2019 meeting so Hinga would be taking that one for her, and there would only be one meeting in June to adopt the Budget prior to June 15th. The **Board** agreed this was an item for the Consent Agenda.

10. Communications

- Beautification Committee Update
- Grand Haven Charter Township – P&R Plan Amendment
- Library Calendar

Burns shared that there would be a Tabletop Emergency Exercise with the County Emergency Management Director and all the stake holders regarding the Exchange Street Project to go over the “What If’s”, such as a

semi accident, gas leak, etc. and that she was looking forward to this exercise.

Burns reported there would be interviews for the Zoning Ordinance Consultants and invited any Council Member to join.

Burns said they would be presenting Lou Draeger with a "You Make the Difference" award for his remarkable years of service to the community at the December 17th meeting.

Burns shared her holiday time off plans.

11. Minutes

Minutes of the November 12, 2018 Work Session and November 19, 2018 regular meeting were attached for review. Council asked that they be placed on the Consent Agenda.

12. Public Comment

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.

Darcy Dye suggested language other than "Opt Out" be used when communicating to the public regarding RMR and also to be mindful of the wording for the rising costs of the water/sewer rates.

Lee Schuitema spoke regarding RMR and the adverse effects he has seen on workers at a shop he managed in the past.

Elizabeth Wheeler spoke regarding RMR and parking for residents that live on Exchange Street during reconstruction.

Delamater showed Council a few slides of the Village Cove Lift Station discharge that actually showed up at the Holiday Inn Lift Station because they were connected without a check valve. **Delamater** also showed an ongoing problem at Two Tony's with over two foot of grease in the man hole. **Delamater** said that, at today's standards, this type of drainage would not have been allowed for a private development and had been redone.

13. Adjournment: There being no further business, the meeting adjourned at 8:50 p.m.

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk