

Village of Spring Lake

Council Work Session

May 13, 2019

7:00 p.m.

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

www.springlakevillage.org

1	<p>7:00 p.m. – Grand River Dredging (John Nash)</p> <p>There has been considerable discussion regarding the need to dredge the Grand River from Grand Rapids to the mouth of the river in Grand Haven. John Nash has been following these discussions rather closely and will provide an update to Council. Resolution 2019 – 13 is attached for Council review.</p>
2	<p>7:05 p.m. – Water/Sewer Billing Collaboration with Spring Lake Township</p> <p>The SLT/SLV Committee has been discussing the details of this issue for a number of months. The SLT UB Clerk will be retiring at the end of June and now is a perfect opportunity to share this position between the two communities.</p>
3	<p>7:10 p.m. – Sanitary Sewer Improvements from Holiday Inn Lift Station to Village Cove Life Station (Wally Delamater)</p> <p>Four bids were received on May 8, 2019 for the above-mentioned improvements. West Michigan Dirtworks submitted the low bid in the amount of \$280,843.05. The low bidder has a satisfactory performance record on previous projects; Moore & Bruggink recommends that a contract be awarded to West Michigan Dirtworks.</p>
4	<p>7:20 p.m. – ROW Encroachment 411 W. Savidge</p> <p>Attached please find a preliminary site circulation map for the former Citgo Station (future Brooklyn Bagels www.brooklynsb.com). In order to meet the parking requirements and allow for proper site circulation, 6 parking spaces on the west side of the property would need to encroach onto Village ROW. There are numerous locations throughout the Village where this has been common practice for decades (<i>attached also find an aerial for Arby's showing their parking spaces wholly encroaching on Village ROW</i>).</p>

5	<p>7:25 p.m. – Liability & Property Pool (Marv Hinga)</p> <p>The NW Ottawa communities released a joint RFP for liability insurance quotes. The Village received 3 proposals and are currently working with a number of communities in Ottawa County on a joint proposal with the same firm that provides our health insurance.</p>
6	<p>7:30 p.m. – Delinquent Utility Bills (Marv Hinga)</p> <p>According to Sec. 78-176 all delinquent water/sewer bills (including penalties) that are 3 months or more past due can be placed on summer taxes as a lien against the property. Sec 78-342 allows the Village to place a lien on property to recover costs of mowing. These assessments need to be approved by Council at the May meeting for placement on the taxes in June.</p>
7	<p>7:32 p.m. – Downtown Development Agreement, 109 S. Jackson</p> <p>Village Attorney Bob Sullivan is reviewing the proposed agreement (<i>draft attached</i>) for 109 S. Jackson. Brian Ford from Milanowski & Englert is currently working on a legal description for the strip of land between Village Hall and Epicurean Village. That survey and description should be complete prior to the Village Council meeting on May 20, 2019.</p>
8	<p>7:38 p.m. – Coast Guard Dinner – Letter of Understanding</p> <p>As of press time, the Village has not received a cost per head for the 2019 dinner, which was due to us by 05/01.</p>
9	<p>7:43 p.m. - Engagement Letter – Baker Tilly Sewer Rate Analysis (Marv Hinga)</p> <p>Please find attached an engagement letter for services rendered by Baker Tilly for our sewer rate analysis. The costs associated with this agreement are covered by the Village's SAW grant.</p>
10	<p>7:45 p.m. - Metro Act Extension</p> <p>This is a housekeeping item.</p>
11	<p>7:46 p.m. – Community Engagement (Tanglefoot/Mill Point Master Plan)</p>

	<p>A community engagement meeting has been scheduled for Wednesday, May 29, 2019 from 4:00 p.m. – 7:00 p.m. at Seven Steps Up. Postcards will be mailed to all Village residents, encouraging them to participate in the process to determine the future of both Tanglefoot & Mill Point Parks.</p>
12	<p>7:50 p.m. - Mill Point Park - Wooden Boat Show Request (Mark Miller)</p> <p>The Wooden Boat Show is scheduled for Saturday, June 1, 2019 (all day) at Mill Point Park. The Chairman, Mark Miller, would like to request the use of Mill Point Park for that date/time.</p>
13	<p>7:52 p.m. - Winsor McCay Discussion (Mark Miller)</p> <p>The Winsor McCay Committee has been contemplating a capital campaign to raise funds for the creation of a Winsor McCay Memorial Park. Chairman Mark Miller would like to update Council on their progress.</p>
14	<p>8:00 p.m. – Central Park – Ride of Silence Request</p> <p>Mr. Christian Miller from Loose Spokes would like to reserve part of Central Park on May 15th from 6:00 p.m. until 8:00 p.m. in order to stage for the annual Ride of Silence.</p>
15	<p>8:02 p.m. – Budget Adjustments (Marv Hinga)</p> <p>On Monday, May 6, 2019 the Finance Committee reviewed proposed budget adjustments for the Fiscal Year 2018/2019 budget. They are recommending approval of the proposed adjustments.</p>
16	<p>8:04 p.m. – National Pollutant Discharge Elimination System (NPDES) Permit Management Agreement with Grand Valley Metro Council</p> <p>This is a housekeeping item.</p>
17	<p>8:06 p.m. – Encroachment Discussion - 206 N. Buchanan</p> <p>The Village recently received a request to extend the life of an encroachment from a property owner that caused staff to do some research regarding various encroachments along Lakeside Trail.</p>
18	<p>8:09 p.m. – Budget Discussion (Marv Hinga)</p> <p>Budget books will be distributed at the meeting.</p>

<p>19</p>	<p>8:59 p.m. – Communications</p> <ul style="list-style-type: none"> • Casino/Gaming notice • Chamber economic development report • Complaint <ul style="list-style-type: none"> ○ Mitchell ○ Painter • Grants (Trees) <ul style="list-style-type: none"> ○ North Bank Communities Fund ○ Plant Up, Fly Right • Invasive species treatment • NOCH Newsletter • OCCDA – 911 award • Thank you notes <ul style="list-style-type: none"> ○ Mersereau ○ Gelbard ○ Trontin • Yellowbook opt out • Updates <ul style="list-style-type: none"> ○ Art in the Park RFP ○ Community Branding RFP ○ Downtown Design Manual RFP ○ Downtown Redevelopment ○ Short-term Rental Legislation
<p>20</p>	<p>9:09 p.m. - Minutes</p> <p>Minutes of the April 8, 2019 Work Session and April 15, 2019 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to May 17, 2019.</p>
<p>21</p>	<p>9:12 p.m. - Public Comment</p> <p>Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should state their name and address for the record and limit their comments to 3 minutes.</p>
<p>22</p>	<p>9:15 p.m. – Adjourn</p>

**VILLAGE OF SPRING LAKE
OTTAWA COUNTY, MICHIGAN**

**COUNCIL MEMBER _____, SUPPORTED BY COUNCIL MEMBER _____,
MOVED THE ADOPTION OF THE FOLLOWING RESOLUTION:**

RESOLUTION 2019-13

**RESOLUTION OPPOSING THE PROPOSED
GRAND RIVER WATERWAY DREDGING PROJECT**

WHEREAS, developer Dan Hibma, operating under the name of the “Grand River Waterway Organization” has commissioned certain reports, feasibility studies and economic benefit studies, for the purpose of pursuing and promoting the so-called Grand River Waterway (“GRW”) Project; and

WHEREAS, the GRW Project would involve the dredging of an approximately 22.5-mile stretch of the Grand River for the purpose of making this stretch of the river safe for shallow-draft navigation by the creation of a 50-foot wide, seven-foot deep channel; and

WHEREAS, the feasibility studies and other reports commissioned by the Grand River Waterway Organization have projected that the initial dredging project would require expenditures of public monies in the amount of approximately \$2.2 million, followed by ongoing dredging and maintenance cost of approximately \$170,000 per year; and

WHEREAS, the Spring Lake Village Council has considered the costs and possible benefits of the GRW Project, along with the impacts it would have on the public and private lands abutting the Grand River in the Village, the quality of the Grand River ecosystem, and upon residents of Spring Lake Village; and

WHEREAS, the Spring Lake Village Council has determined that it would not be advisable nor in the public interest to implement the proposed GRW Project because of the following negative consequences and concerns:

Economic Concerns:

- There is very little property zoned commercial on the Grand River in the Village of Spring Lake
- If personal property values change, they will be likely to decrease.
- There will be no municipal tax revenue increase unless the ownership of the property changes.
- In the Spring Lake Village section of the Grand River, there is a cost of to purchase buoys, and an additional cost to place and remove the buoys in the spring and fall. In addition, the buoys must be stored for the winter, resulting in an additional cost.
- Re-dredging will be needed regularly, and Spring Lake Village may be required to contribute to the cost.

- Ottawa County Sheriff deputies will be required to patrol the river, resulting in increased patrol costs.
- There is a cost for emergency rescues. The Spring Lake Fire Department and Ottawa County Sheriff's deputies will be required by law to respond.

Disruption from additional large boat traffic:

- There are already riverfront erosion concerns expressed by residents.
- There are already large boat wave concerns expressed by residents.
- Lake Michigan waves are frequently too big for pleasure boats so a significant number of those boats end up in Spring Lake, which is already crowded with pleasure boats on busy weekends.
- The Grand Haven drawbridge openings already cause local resident inconvenience and irritation. Additional large boats will only compound the problem.

Environmental and natural river concerns:

- If 22.5 miles of the river is dredged, it is very likely some toxic materials will move down the river into the Spring Lake Village area of the Grand River.
- Fishing is very important to Spring Lake residents. Studies indicate channeling (dredging) has a very negative effect on fish spawning areas, which dramatically reduces fish populations.
- Studies indicate channeling rivers has negative short and long-term effects on the natural way rivers function.

NOW, THEREFORE, BE IT RESOLVED, that the Spring Lake Village Council does not support, and hereby formally opposes the GRW Project.

The Village Clerk is hereby authorized and directed to provide a copy of this resolution to the federal, state and county legislators representing Spring Lake Village, and to such other government agencies or officers involved with consideration of the GRW Project.

Yes: _____

No: _____

Absent: _____

RESOLUTION DECLARED ADOPTED

CERTIFICATE

I, Marvin Hinga, Village Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Village of Spring Lake at a Regular Meeting thereof held on the 20th day of May 2019.

RESOLUTION 2019 - 13 DECLARED ADOPTED.

Dated: May 20, 2019

Marvin Hinga, Clerk
Village of Spring Lake

SPRING LAKE TOWNSHIP AND VILLAGE OF SPRING LAKE

WATER/SEWER BILLING COLLABORATION AGREEMENT

This Spring Lake Township and Village of Spring Lake Water/Sewer Billing Collaboration Agreement (the "Agreement") is made between the Township of Spring Lake (the "Township") and the Village of Spring Lake (the "Village") pertaining to collaboration in their water/sewer billing practices and procedures.

WHEREAS, the Township and the Village both operate public water and public sanitary sewer systems within their respective boundaries; and

WHEREAS, public water and public sanitary sewer systems of necessity include the function of billing customers served by those systems; and

WHEREAS, the Township and the Village desire to enter into this Agreement to facilitate the coordination of the use of the personnel employed by the Village to assist the Township in performing the required water/sewer billing functions;

THEREFORE, the parties agree as follows.

1. Employment of Personnel. The individual currently employed by the Village to provide water/sewer billing services to the Village shall remain a Village employee (the "Village Employee"). The wages and fringe benefits paid to the Village Employee shall be paid by the Village.

Nothing in this Agreement shall change the fact that the Village Employee shall remain an employee of the Village for all purposes, and that the Village shall remain the employer of the Village Employee.

2. Township Water/Sewer Billing Services. The Township and the Village estimate that the Village Employee will be able to continue to provide water/sewer billing services to the Village, and will also be able to provide water/sewer billing services to the Township, in accordance with the terms of this Agreement.

3. List of Duties. The list of duties for the Village Employee to provide to the Township per this Agreement, in providing water/sewer billing services, is attached as Exhibit A (the "Services"). The Township and the Village estimate that the Village Employee will spend approximately 20 hours per week providing these Services to the Township.

4. Payment for Duties. The Township shall pay the Village \$3,233.33 per calendar month (or a pro-rated amount for any partial calendar month) during the term of this Agreement in return for the Village Employee providing the Services to the Township.

5. Supervision and Direction. The Village Employee shall be subject to the supervision and direction of the Village, even as to the Services provided to the Township per the terms of this Agreement.

The Village agrees to allow the Village Employee to perform the Services for the Township, per this Agreement, as long as the Village Employee remains available to perform necessary Village duties on a timely basis.

6. Use of Office Equipment. When the Services are performed by the Village Employee, Township office equipment shall be used, subject to the ability of the Village Employee to operate efficiently when performing Services for both the Township and the Village during the term of this Agreement.

7. Liability Insurance. The Village shall be responsible to provide all liability insurance coverage for the Village Employee, including the Services provided to the Township by the Village Employee per this Agreement.

8. Indemnification. The Village will indemnify the Township from any liability resulting from the actions of the Village Employee, except to the extent the liability results directly from and is the result of Township procedures for the Services, or Township direction to the Village Employee in the performance of the Services.

9. Duration of the Agreement. This Agreement shall take effect on July 1, 2019. The Agreement shall remain in effect for six months, through December 31, 2019. However, if neither party advises the other party by December 1, 2019 of a desire to terminate the Agreement December 31, 2019, the Agreement shall be automatically extended for six months through June 30, 2020. Nonetheless, either party may terminate this Agreement immediately upon a significant breach of this Agreement by the other party, and either party may terminate this Agreement upon 30 days' written notice to the other party.

10. Amendment of this Agreement. This Agreement may be amended only by a written document approved and signed by both parties.

11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

12. Severability. The provisions of this Agreement are severable. If any part of this Agreement shall be held to be illegal, invalid, or unconstitutional by any court of competent jurisdiction, that court decision shall not affect or impair the remaining provisions of this Agreement.

The Parties have executed this Agreement on the dates noted below.

SPRING LAKE TOWNSHIP

VILLAGE OF SPRING LAKE

By: _____
John Nash, Supervisor

By: _____
Mark Powers, President

By: _____
H. Carolyn Boersma, Clerk

By: _____
Marv Hinga, Clerk

Dated: _____, 2019

Dated: _____, 2019

Exhibit A

Utility Billing Procedures

Preparing Bills

- One week ahead – make sure all data is entered (ACH, final reads, new customers, etc)
- Set up new billing cycle
- Run aged receivables report and look at outstanding balances
- In BS & A export routes to Auto Read
- In Auto Read export read to thumb drive or hand held
- Read meters
- Import reads from hand held and/or thumb drive to Auto Read
- Import reads from Auto Read to BS & A
- Generate reports (unreads, high/low usage, do not export, 0- usage)
- Review reports for missing or abnormal meter reads
- In Auto Read move unread meters to hand helds
- Read unread meters
- Create "fix it" work orders from reports
- Complete "fix it" work orders
- Enter all changes (fixes) in computer
- Import unread meter reads from hand helds to Auto read then to BS & A
- Calculate bills after all field work is turned in.
- Print Billing Register.
- Review register and flag abnormal bills including questionable sewer amounts
- Rerun final Billing Register
- Prepare bill messages
- Send bill messages to KCI (printer)
- Export bills to KCI
- Receive proofs from printer and approve for mailing (Village to review proofs for 1st two quarters)
- Journalize billing cycle
- Phone calls begin

After Due Date

- Enter all on-time payments
- After all on time payments are entered - Add late penalties
- Shut off notices sent to KCI
- Phone calls begin



Moore+Bruggink
Consulting Engineers

May 8, 2019

Re: Holiday Inn Lift Station Removal
& Gravity Sanitary Sewer
Improvements
Project No. 180241.01

Ms. Christine Burns
Village of Spring Lake
102 West Savidge Street
Spring Lake, Michigan 49456

Dear Ms. Burns:

Four bids were received at 9 a.m., on Wednesday, May 8, 2019, for the **Sanitary Sewer Improvements from Holiday Inn Lift Station to Village Cove Lift Station** project. All bids were reviewed and checked for accuracy. Enclosed is a copy of the tabulation of bids.

West Michigan Dirtworks submitted the low bid for the project in the amount of \$280,843.05. Prior to the addendums, the engineer's estimate for the project was \$276,155.00.

The low bidder has a satisfactory performance record on previous projects, and we recommend that a contract be awarded to West Michigan Dirtworks in the amount of \$280,843.05.

Sincerely,

Ryan M. Arends, P.E.
Project Engineer

RMA/pim

Enclosure

cc: West Michigan Dirtworks

MOORE & BRUGGINK, INC.
TABULATION OF BIDS

PROJECT: Sanitary Sewer Improvements from Holiday Inn Lift Station to Village Cove Lift Station – Project No. 180241.01

OWNER: Village of Spring Lake, 102 West Savidge Street, Spring Lake, Michigan 49456

BIDS RECEIVED: 9 a.m., Wednesday, May 8, 2019

ITEM NO.	PROPOSAL ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE PRICE	ENGINEER'S ESTIMATE AMOUNT	WEST MICHIGAN DIRTWORKS PRICE	WEST MICHIGAN DIRTWORKS AMOUNT	McCORMICK SAND PRICE	McCORMICK SAND AMOUNT	KAMMINGA & ROODVOETS PRICE	KAMMINGA & ROODVOETS AMOUNT	MONTGOMERY EXCAVATING PRICE	MONTGOMERY EXCAVATING AMOUNT
SANITARY SEWER IMPROVEMENTS FROM HOLIDAY INN LIFT STATION TO VILLAGE COVE LIFT STATION ITEMS													
1	Mobilization 10%	Lsum	0.9	\$26,730.00	\$24,057.00	\$25,000.00	\$22,500.00	\$29,500.00	\$26,550.00	\$31,500.00	\$28,350.00	\$26,000.00	\$23,400.00
2	Soil Erosion Control	Lsum	0.9	\$2,500.00	\$2,250.00	\$3,770.45	\$3,393.41	\$5,000.00	\$4,500.00	\$2,000.00	\$1,800.00	\$5,750.00	\$5,175.00
3	Remove Trees/Shrubs	Lsum	1	\$4,500.00	\$4,500.00	\$4,502.33	\$4,502.33	\$8,000.00	\$8,000.00	\$4,440.00	\$4,440.00	\$3,100.00	\$3,100.00
4	Remove HMA Surface	Syd	188	\$10.00	\$1,880.00	\$6.15	\$1,156.20	\$10.00	\$1,880.00	\$9.00	\$1,692.00	\$15.00	\$2,820.00
5	Remove Curb & Gutter	Ft	140	\$10.00	\$1,400.00	\$8.03	\$1,124.20	\$10.00	\$1,400.00	\$5.00	\$700.00	\$10.00	\$1,400.00
6	Remove/Salvage Storm Sewer	Ft	20	\$75.00	\$1,500.00	\$65.29	\$1,305.80	\$30.00	\$600.00	\$55.00	\$1,100.00	\$25.00	\$500.00
7	Pump, Base, Rails at Village Cove Lift Station	Ea	2	\$22,000.00	\$44,000.00	\$20,858.10	\$41,716.20	\$25,500.00	\$51,000.00	\$47,325.00	\$94,650.00	\$21,500.00	\$43,000.00
8	Install Mini-CAS (2) & Control Panel Modifications	Lsum	1	\$12,000.00	\$12,000.00	\$7,203.22	\$7,203.22	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00
9	Replace Motor Starters (2)	Lsum	1	\$6,000.00	\$6,000.00	\$1,815.76	\$1,815.76	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
10	Wet Well Electrical Items	Lsum	1	\$2,000.00	\$2,000.00	\$1,626.50	\$1,626.50	\$2,000.00	\$2,000.00	\$2,750.00	\$2,750.00	\$6,000.00	\$6,000.00
11	Demo/Abandon Holiday Inn Lift Station & Mechanical	Lsum	1	\$19,500.00	\$19,500.00	\$12,381.42	\$12,381.42	\$13,000.00	\$13,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
12	Remove/Salvage Holiday Inn Lift Station Electrical Items	Lsum	1	\$8,000.00	\$8,000.00	\$1,851.24	\$1,851.24	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
13	Abandon/Flowable Fill 6" Forcemain	Ft	680	\$8.00	\$5,440.00	\$8.30	\$5,644.00	\$8.00	\$5,440.00	\$4.00	\$2,720.00	\$5.00	\$3,400.00
14	Sanitary Sewer, 8 inch, SDR 35 (dewatering incl.)	Ft	440	\$85.00	\$37,400.00	\$107.78	\$47,423.20	\$85.00	\$37,400.00	\$165.00	\$72,600.00	\$237.00	\$104,280.00
15	Sanitary Manhole, 4-foot diameter	Ea	2	\$5,000.00	\$10,000.00	\$3,882.90	\$7,765.80	\$13,000.00	\$26,000.00	\$3,350.00	\$6,700.00	\$3,500.00	\$7,000.00
16	Core and Boot, 8 inch	Ea	2	\$500.00	\$1,000.00	\$1,432.98	\$2,865.96	\$1,000.00	\$2,000.00	\$1,400.00	\$2,800.00	\$750.00	\$1,500.00
17	Concrete Curb & Gutter, Det F4 Modified	Ft	140	\$22.00	\$3,080.00	\$35.49	\$4,968.60	\$35.00	\$4,900.00	\$25.00	\$3,500.00	\$25.00	\$3,500.00
18	HMA Hand Patching	Ton	40	\$200.00	\$8,000.00	\$236.59	\$9,463.60	\$200.00	\$8,000.00	\$150.00	\$6,000.00	\$550.00	\$22,000.00
19	Aggregate Base, 8 inch, 21AA Modified	Syd	240	\$20.00	\$4,800.00	\$22.36	\$5,366.40	\$16.00	\$3,840.00	\$13.00	\$3,120.00	\$12.00	\$2,880.00
20	Subbase, CIP	Cyd	65	\$45.00	\$2,925.00	\$23.55	\$1,530.75	\$20.00	\$1,300.00	\$11.00	\$715.00	\$20.00	\$1,300.00
21	Turf Establishment	Syd	1,250	\$5.00	\$6,250.00	\$13.08	\$16,350.00	\$10.00	\$12,500.00	\$5.00	\$6,250.00	\$5.00	\$6,250.00
22	Holiday Inn Lift Station Bypass Pumping/Truck and Haul	Lsum	1	\$5,000.00	\$5,000.00	\$2,885.38	\$2,885.38	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00
23	Village Cove Lift Station Bypass Pumping/Truck and Haul	Lsum	1	\$15,000.00	\$15,000.00	\$6,742.40	\$6,742.40	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00
24	6" Gate Valve & Box	Ea	1	\$2,000.00	\$2,000.00	\$1,231.98	\$1,231.98	\$1,300.00	\$1,300.00	\$1,450.00	\$1,450.00	\$1,250.00	\$1,250.00
25	6" Sleeve	Ea	1	\$650.00	\$650.00	\$467.11	\$467.11	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00
26	4" Sleeve	Ea	2	\$600.00	\$1,200.00	\$413.19	\$826.38	\$1,900.00	\$3,800.00	\$900.00	\$1,800.00	\$200.00	\$400.00
27	6" 90° Elbow	Ea	1	\$650.00	\$650.00	\$662.72	\$662.72	\$600.00	\$600.00	\$475.00	\$475.00	\$250.00	\$250.00
28	6" Piping (MJ)	Lft	10	\$85.00	\$850.00	\$89.41	\$894.10	\$75.00	\$750.00	\$70.00	\$700.00	\$75.00	\$750.00
29	6" Cast Iron Cleanout & Cap	Ea	1	\$450.00	\$450.00	\$180.51	\$180.51	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$350.00	\$350.00
30	Sprinkler Repair Allowance, Max \$2,500	Lsum	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Subtotal Sanitary Sewer Improvements from Holiday Inn Lift Station to Village Cove Lift Station					\$234,282.00		\$218,345.17		\$241,660.00		\$285,812.00		\$278,755.00
LAKE AVENUE SANITARY SEWER REPAIR ITEMS													
31	Mobilization 10%	Lsum	0.1	\$26,730.00	\$2,673.00	\$25,000.00	\$2,500.00	\$29,500.00	\$2,950.00	\$31,500.00	\$3,150.00	\$2,600.00	\$260.00
32	Soil Erosion Control	Lsum	0.1	\$2,500.00	\$250.00	\$9,653.57	\$965.36	\$5,000.00	\$500.00	\$2,000.00	\$200.00	\$7,250.00	\$725.00
33	Remove HMA Surface	Syd	120	\$10.00	\$1,200.00	\$6.15	\$738.00	\$10.00	\$1,200.00	\$10.00	\$1,200.00	\$15.00	\$1,800.00
34	Remove Curb & Gutter	Ft	40	\$10.00	\$400.00	\$17.43	\$697.20	\$10.00	\$400.00	\$10.00	\$400.00	\$10.00	\$400.00
35	Remove Concrete Drive Approach	Syd	15	\$25.00	\$375.00	\$40.88	\$613.20	\$20.00	\$300.00	\$13.00	\$195.00	\$15.00	\$225.00

ITEM NO.	PROPOSAL ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		WEST MICHIGAN DIRTWORKS		McCORMICK SAND		KAMMINGA & ROODVOETS		MONTGOMERY EXCAVATING	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
36	Remove Sanitary Sewer, 8 inch	Ft	20	\$45.00	\$900.00	\$278.21	\$5,564.20	\$40.00	\$800.00	\$7.00	\$140.00	\$50.00	\$1,000.00
37	Bypass Pumping	Lsum	1	\$8,195.00	\$8,195.00	\$4,904.14	\$4,904.14	\$5,000.00	\$5,000.00	\$800.00	\$800.00	\$7,500.00	\$7,500.00
38	Sanitary Sewer, 8 inch, SDR 35	Ft	20	\$250.00	\$5,000.00	\$490.68	\$9,813.60	\$85.00	\$1,700.00	\$289.00	\$5,780.00	\$400.00	\$8,000.00
39	Sanitary Sewer Wye & Lateral Reconnect, 8 inch, SDR 35	Ea	1	\$450.00	\$450.00	\$3,675.15	\$3,675.15	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00
40	Temporary Sheeting & Dewatering	Lsum	1	\$15,500.00	\$15,500.00	\$15,845.74	\$15,845.74	\$30,000.00	\$30,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
41	Driveway, Nonreinf, Conc, 6 inch	Syd	15	\$70.00	\$1,050.00	\$49.68	\$745.20	\$84.00	\$1,260.00	\$45.00	\$675.00	\$50.00	\$750.00
42	Concrete Curb & Gutter, Det F4 Modified	Ft	40	\$22.00	\$880.00	\$47.32	\$1,892.80	\$45.00	\$1,800.00	\$25.00	\$1,000.00	\$25.00	\$1,000.00
43	HMA Hand Patching	Ton	30	\$200.00	\$6,000.00	\$236.59	\$7,097.70	\$200.00	\$6,000.00	\$150.00	\$4,500.00	\$550.00	\$16,500.00
44	Aggregate Base, 8 inch, 21AA Modified	Syd	120	\$20.00	\$2,400.00	\$17.47	\$2,096.40	\$16.00	\$1,920.00	\$13.00	\$1,560.00	\$12.00	\$1,440.00
45	Subbase, CIP	Cyd	40	\$45.00	\$1,800.00	\$36.68	\$1,467.20	\$20.00	\$800.00	\$11.00	\$440.00	\$20.00	\$800.00
46	Turf Establishment	Syd	50	\$15.00	\$750.00	\$77.64	\$3,882.00	\$10.00	\$500.00	\$20.00	\$1,000.00	\$5.00	\$250.00
Subtotal Lake Avenue Sanitary Sewer Repair Items					\$47,823.00		\$62,497.89		\$56,630.00		\$30,240.00		\$55,650.00
TOTAL ALL ITEMS					\$282,105.00		\$280,843.05		\$298,290.00		\$316,052.00		\$334,405.00



May 8, 2019

Re: Holiday Inn Lift Station Removal
& Gravity Sanitary Sewer
Improvements
Project No. 180241.01

Ms. Christine Burns
Village of Spring Lake
102 West Savidge Street
Spring Lake, Michigan 49456

Dear Ms. Burns:

Based on our recommendation to award a contract on the **Sanitary Sewer Improvements from Holiday Inn Lift Station to Village Cove Lift Station** project in the amount of \$280,843.05, we hereby estimate the total project budget as follows:

PROJECT COSTS

Low Bid (West Michigan Dirtworks)	\$280,843.05
Design Engineering	\$25,000.00
Construction Inspection and Engineering	\$18,400.00
Project Contingencies	\$28,256.95
	<hr/>

TOTAL ESTIMATED BUDGET \$352,500.00

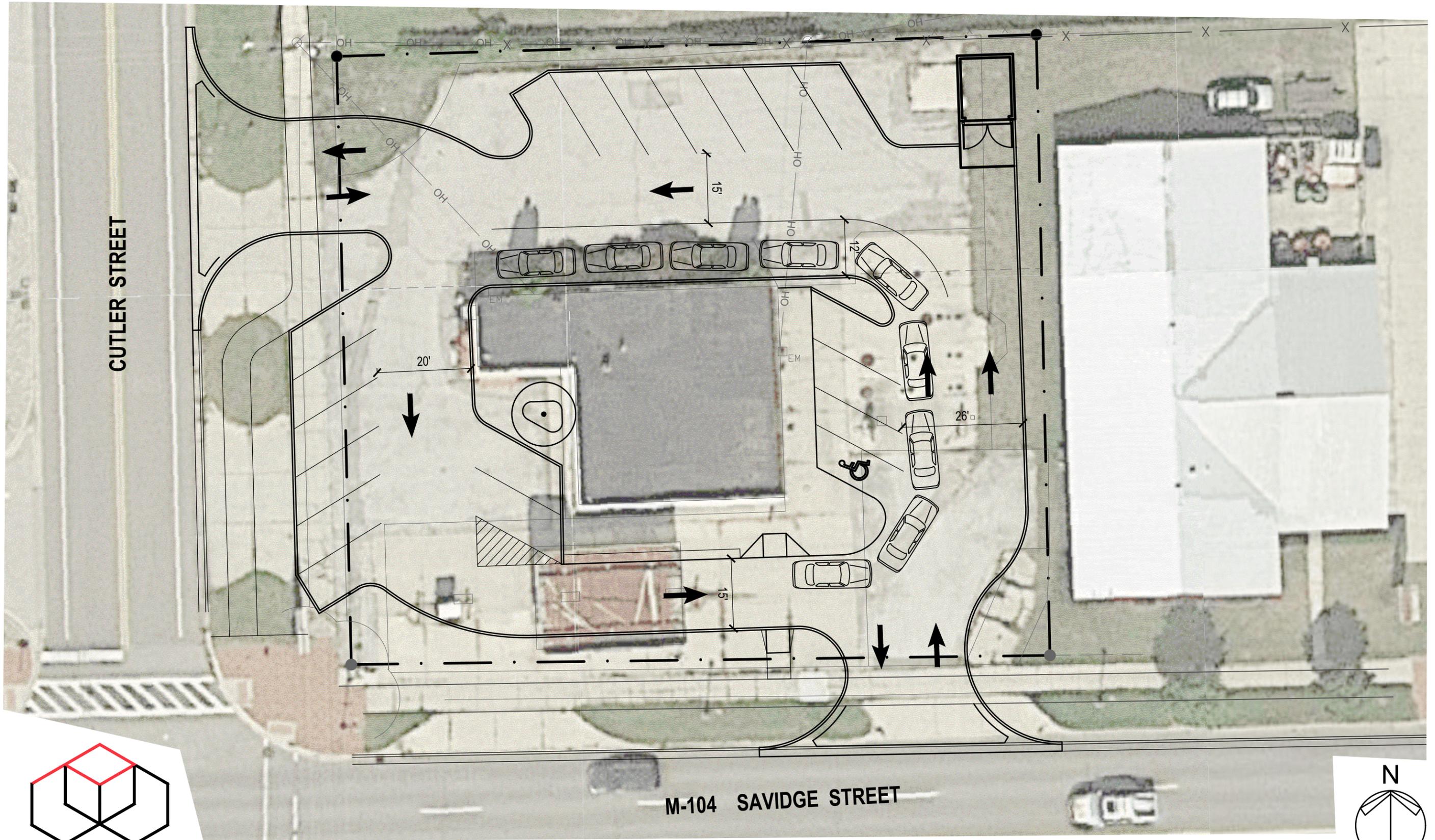
Funding is provided by the Village of Spring Lake sanitary sewer fund.

If you have any questions, please contact me.

Sincerely,

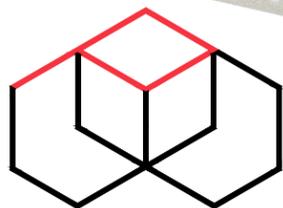
Ryan M. Arends, P.E.
Project Engineer

RMA/pim

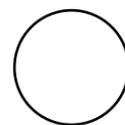


CUTLER STREET

M-104 SAVIDGE STREET

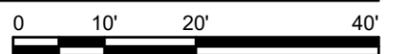
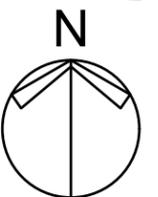


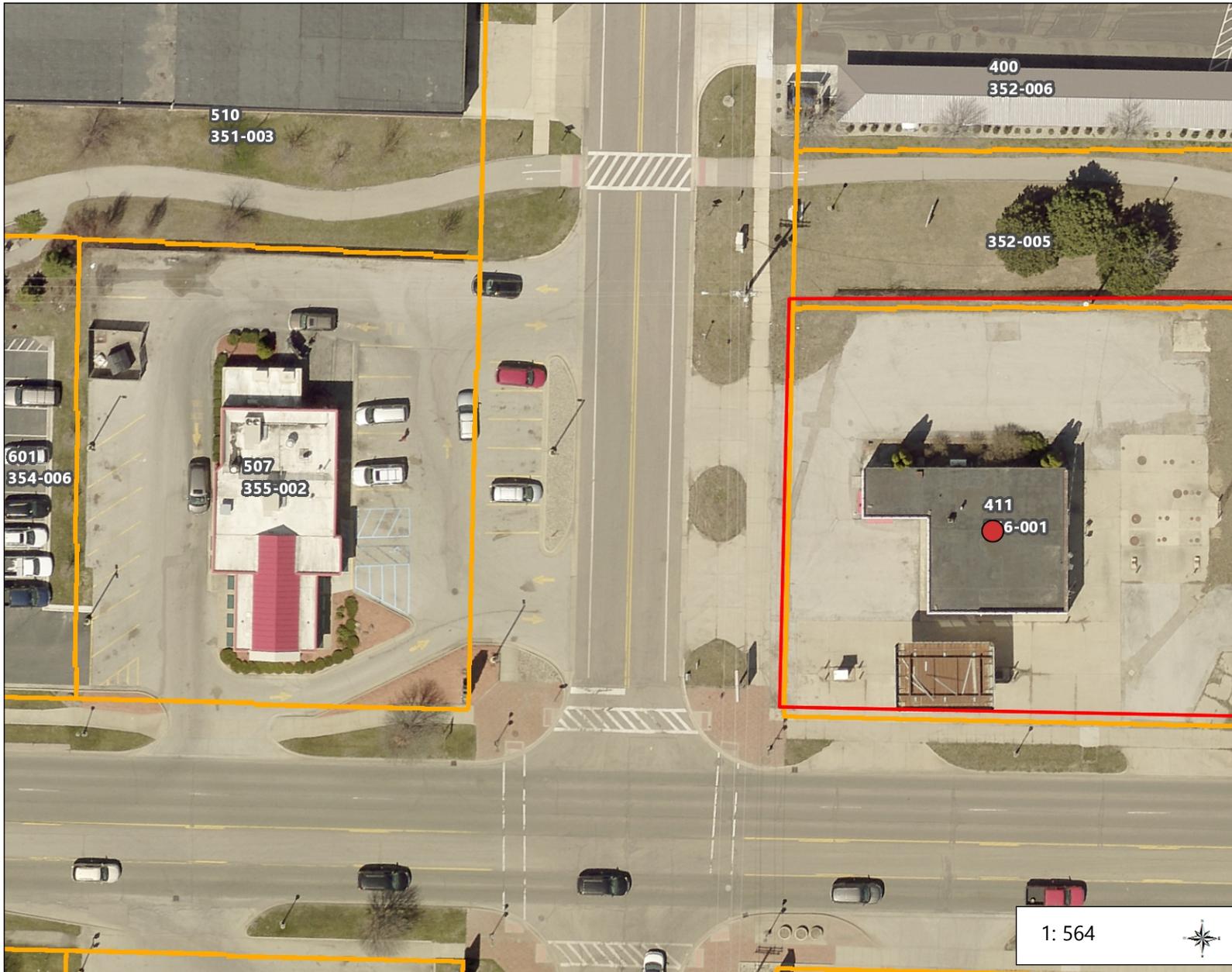
PARADIGM DESIGN
 ARCHITECTS | ENGINEERS
 1904073TC



CONCEPT PLAN

SCALE: 1" = 20'





Legend

- Parcels
- Real Parcel ID: Last Six Numb

Notes

94.0 0 47.02 94.0 Feet

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement ("**Agreement**"), is entered into effective as of _____ ("**Effective Date**"), by and between SAVIDGE THREE, LLC, a Michigan limited liability company, with a registered address of 570 Seminole Road, Suite 200, Norton Shores, Michigan 49444 ("**Savidge Three**"), and the VILLAGE OF SPRING LAKE, a Michigan municipal corporation, with an address of 102 West Savidge Street, Spring Lake, Michigan 49456 ("**Village**").

RECITALS

A. Village owns certain real property located in the Village of Spring Lake more particularly described on **Exhibit A** attached to this Agreement, together with all the improvements, fixtures, easements, division rights, bonus division rights, re-division rights, hereditaments, and appurtenances associated with that real estate ("**Property A**").

B. Savidge Three owns certain real property located in the Village of Spring Lake more particularly described on **Exhibit B** attached to this Agreement, together with all the improvements, fixtures, easements, division rights, bonus division rights, re-division rights, hereditaments, and appurtenances associated with that real estate ("**Property B**").

C. The parties desire to exchange Property A and Property B subject to the following conditions, representations, and warranties below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Savidge Three and Village agree as follows:

1. **Property Exchange.** Subject to the terms and conditions of this Agreement, Village agrees to convey, and Savidge Three agrees to accept from Village, Property A. In exchange, subject to the terms and conditions of this Agreement, Savidge Three agrees to convey to Village, and Village agrees to accept from Savidge Three, Property B.

2. **Title.**

a. Property A Title. Within fifteen (15) days of the Effective Date, Savidge Three will cause a title commitment covering the Property A (the "**Property A Title Commitment**") to be prepared and delivered to Savidge Three by a title company identified by Savidge Three ("**Title Insurer**"). Savidge Three will have ten (10) business days after receipt of the Property A Title Commitment to notify Village in writing of Savidge Three's disapproval of any Schedule B exceptions shown on the Property A Title Commitment ("**Disapproved Exceptions**"). If, on or before Closing, the Title Insurer notifies Savidge Three or Village of any Schedule B exception in addition to the Schedule B exceptions shown in the Property A Title Commitment ("**Additional Exceptions**"), the ten (10) business day period with respect to Additional Exceptions will run from the date Savidge Three is given written notice of such Additional Exceptions. Village will have

thirty (30) days from the date of receipt of any notice of disapproval to cause the Disapproved Exceptions to be removed from the Property A Title Commitment or cause the Title Insurer to commit to insure against loss or damage that may be occasioned by the Disapproved Exceptions, during which time the Closing will be delayed as necessary. If Village is unwilling or unable to modify, remove or obtain a commitment for title insurance over Disapproved Exceptions within such period, Savidge Three will notify Village within five (5) days from the expiration of such 30-day period whether Savidge Three will either: (i) proceed to Closing and take title to Property A subject to the Disapproved Exceptions, in which case the Disapproved Exceptions will be deemed to have been waived by Savidge Three, or (ii) terminate this Agreement. The Closing Date will be delayed as necessary to permit the completion of all time periods provided for under this paragraph. Upon conveyance of title to Savidge Three on the Closing Date, Village shall purchase and provide to Savidge Three a policy of title insurance (without standard printed exceptions) to be issued pursuant to the Property A Title Commitment, insuring Savidge Three's fee simple absolute title in Property A in a reasonable amount identified by Savidge Three, which policy of title insurance shall not contain any exceptions other than those shown on the Property A Title Commitment and not objected to by Savidge Three as Disapproved Exceptions.

b. Property B Title. Within fifteen (15) days of the effective date, Savidge Three will cause a title commitment covering Property B (the "**Property B Title Commitment**") to be prepared and delivered to Village by Title Insurer. Village will have ten (10) business days after receipt of the Property B Title Commitment to notify Savidge Three in writing of Village's disapproval of any Schedule B exceptions shown on the Property B Title Commitment ("**Village Disapproved Exceptions**"). If, on or before Closing, the Title Insurer notifies Savidge Three or Village of any Schedule B exception in addition to the Schedule B exceptions shown in the Property B Title Commitment ("**Property B Additional Exceptions**"), the ten (10) business day period with respect to Property B Additional Exceptions will run from the date Village is given written notice of such Property B Additional Exceptions. Savidge Three will have thirty (30) days from the date of receipt of any notice of disapproval to cause the Village Disapproved Exceptions to be removed from the Property B Title Commitment or cause the Title Insurer to commit to insure against loss or damage that may be occasioned by the Village Disapproved Exceptions, during which time the Closing will be delayed as necessary. If Savidge Three is unwilling or unable to modify, remove or obtain a commitment for title insurance over Village Disapproved Exceptions within such period, Village will notify SAVIDGE THREE within five (5) days from the expiration of such 30-day period whether Village will either: (i) proceed to Closing and take title to Property B subject to the Village Disapproved Exceptions, in which case the Village Disapproved Exceptions will be deemed to have been waived by Village, or (ii) terminate this Agreement. The Closing Date will be delayed as necessary to permit the completion of all time periods provided for under this paragraph. Upon conveyance of title to Village on the Closing Date, Savidge Three shall purchase and provide to Village a policy of title insurance (without standard printed exceptions) to be issued pursuant to the Property B Title Commitment, insuring Village's fee simple absolute title in Property B in a reasonable amount identified by Village, which policy of title insurance shall not contain any exceptions other than those shown on the Property B Title Commitment and not objected to by Village as

Village Disapproved Exceptions.

3. **Due Diligence.**

a. Property A Diligence. Promptly after the Effective Date, Village shall provide to Savidge Three, or make available for review by Savidge Three, copies of the following documents to the extent that they are in Village's possession or control ("**Village's Documents**"): (i) all permits, wetlands, and fill permits, zoning variances and approvals, and environmental reports with respect to Property A; (ii) all surveys of Property A; (iii) all leases, licenses, or occupancy agreements with respect to Property A ("**Leases**"); (iv) any notices with respect to Property A received from a governmental agency within the 3-year period preceding the Effective Date; and (v) all maintenance and other contracts affecting Property A ("**Contracts**"). At reasonable times upon reasonable advance notice to Savidge Three and prior to closing, Savidge Three may inspect Property A. Savidge Three acknowledges that Property A may require repairs or maintenance and Savidge Three agrees to accept Property A in its present "AS IS" condition, with no warranties concerning its condition or permitted use.

b. Property B Diligence. Promptly after the Effective Date, Savidge Three shall provide to Village, or make available for review by Village, copies of the following documents to the extent that they are in Savidge Three's possession or control ("**Savidge Three's Documents**"): (i) all permits, wetlands, and fill permits, zoning variances and approvals, and environmental reports with respect to Property B; (ii) all surveys of Property B; (iii) all leases, licenses, or occupancy agreements with respect to Property B ("**Property B Leases**"); (iv) any notices with respect to Property B received from a governmental agency within the 3-year period preceding the Effective Date; and (v) all maintenance and other contracts affecting Property B ("**Property B Contracts**"). At reasonable times upon reasonable advance notice to Savidge Three and prior to closing, Village may inspect Property B. Without limiting the generality of the foregoing, Village and Village's agents and contractors shall have the right to conduct a Phase 1 environmental assessment of Property B. Village acknowledges that Property B may require repairs or maintenance and Village agrees to accept Property B in its present "AS IS" condition, with no warranties concerning its condition or permitted use.

4. **Village's Representations and Warranties.** Village represents and warrants to Savidge Three, which representations and warranties shall be true to the Closing Date, as follows:

a. There are no claims, litigation, proceedings, inquiries, investigations, or disputes pending or, to the best of Village's knowledge, threatened against or relating to Property A;

b. Village has at all times operated Property A in compliance with all applicable laws, ordinances, orders, codes, rules, regulations, building and use restrictions, and other legal requirements, including, without limitation, timely application for, possession of, and compliance with all applicable environmental permits (collectively, "**Applicable Law**"), and, to the best of Village's knowledge, Property A is free and clear

of all violations of Applicable Law;

c. Village, through the person(s) executing this Agreement, has full power and authority to enter into this Agreement, and to assume and perform all of Village's obligations under this Agreement;

d. There are no agreements, contracts, or leases, written or oral, which affect Property A in any manner other than this Agreement and any agreements disclosed by the Property A Title Commitment;

e. There has been no production, generation, use, storage, transport, treatment, spill, release, infiltration, or disposal at Property A or, to the best of Village's knowledge, any adjoining property of any hazardous substance or solid or hazardous waste (as those terms are defined in applicable federal and state environmental protection laws and regulations), including, without limitation, petroleum and its derivatives, polychlorinated biphenyls, radon gas, urea formaldehyde foam insulation and asbestos (collectively, "**Hazardous Substances**"), except as may be disclosed by any environmental assessment report obtained by Savidge Three as provided above;

f. Village has and can deliver to Savidge Three good and marketable title to Property A, subject only to the exceptions permitted by this Agreement, and Property A has legal and physical access from a publicly dedicated and improved right-of-way; and

g. All necessary action to approve, execute, deliver, and perform this Agreement has been taken by Village, and this Agreement is the valid and binding obligation of Village, enforceable against Village in accordance with its terms.

Village shall hold Savidge Three harmless, indemnify, and at Savidge Three's option, defend Savidge Three, from and against any loss, including, without limitation, reasonable attorney fees, incurred by reason of Village's breach of any of the foregoing representations and warranties. Village's obligations under this paragraph shall survive the Closing.

5. **Savidge Three's Representations and Warranties.** Savidge Three represents and warrants to Village, which representations and warranties shall be true to the Closing Date, as follows:

a. Savidge Three, through the person(s) executing this Agreement, has full power and authority to enter into this Agreement, and to assume and perform all of Savidge Three's obligations under this Agreement;

b. There are no agreements, contracts, or leases, written or oral, which affect Property B in any manner other than this Agreement and any agreements disclosed by the Property B Title Commitment;

c. Savidge Three has and can deliver to Village good and marketable

title to Property B, subject only to the exceptions permitted by this Agreement, and Property B has legal and physical access from a publicly dedicated and improved right-of-way; and

d. All necessary action to approve, execute, deliver, and perform this Agreement has been taken by Savidge Three, and this Agreement is the valid and binding obligation of Savidge Three, enforceable against Savidge Three in accordance with its terms.

Savidge Three shall hold Village harmless, indemnify, and at Village's option, defend Village, from and against any loss, including, without limitation, reasonable attorney fees, incurred by reason of Savidge Three's breach of any of the foregoing representations and warranties. Savidge Three's obligations under this paragraph shall survive the Closing.

6. **Savidge Three Contingencies.** The obligation of Savidge Three to close the acquisition of Property A and the transfer of Property B shall be contingent upon:

a. Savidge Three's satisfaction with the results of all inspections of Property A;

b. The Village shall have taken whatever actions necessary to credit Savidge Management, LLC, or any of its affiliates, with the creation of fifteen (15) parking spaces in the Village ("**Parking Credit**"). The Parking Credit may be used by Savidge Management, LLC or any of its affiliates in any future development which may require the creation of parking spaces according to local ordinance.

c. The Village shall have taken whatever actions necessary to ensure that the sale proceeds from the Village's intended sale of Property B shall be used to replace the lost income to the Village from the removal of the trailer park at Tanglefoot Park.

d. The Village shall have taken whatever actions necessary to ensure that any taxes collected by the Village in connection with any development owned by Savidge Management, LLC, or any of its affiliates, for a period of ____ years after the date hereof, be used exclusively for the design, implementation, and construction of a new green space and public promenade in the Village's Town Center.

e. All representations and warranties of Village set forth in this Agreement being true as of the Closing Date; and

f. Village having timely performed and complied in all respects with all covenants, obligations, and agreements to be performed or complied with by Village under this Agreement.

If one or more of the contingencies is not satisfied, and Savidge Three is not willing to waive the contingency(ies), then Savidge Three may terminate this Agreement by a written notice to Village, in which case neither Village nor Savidge Three shall have any

further liability to the other under this Agreement.

7. **Condemnation.** If before Closing, any authority having the power of condemnation initiates proceedings to acquire by condemnation any portion of or interest in Property A or Property B, either Savidge Three or Village may either (i) terminate this Agreement, or (ii) proceed to Closing and the transferring party will assign to acquiring party at the Closing any and all rights the transferring party may have in such proceeding and any condemnation award relating thereto.

8. **Closing.**

a. Closing Date. The Closing shall take place at a time and place to be mutually agreed upon by Savidge Three and Village (the “**Closing Date**”).

b. Property A. At the time of Closing, Village shall execute and deliver to Savidge Three a warranty deed conveying good, clear and marketable title to Property A subject only to those items shown on the Property A Title Commitment and not objected to by Savidge Three as Disapproved Exceptions. The parties shall prorate, apportion and adjust as of the Closing Date, the property taxes and installments of assessments on a calendar year basis using the dates such taxes and/or installments of assessments are first billed. Any taxes and/or installments of assessments not yet billed for the calendar year in which the Closing occurs shall be estimated by using the prior calendar's year's billed taxes and/or installment of assessments. Transaction costs associated with the sale/purchase of Property A pursuant to this Agreement will be paid on or prior to Closing on the following basis: Village will be solely responsible for the cost of the title insurance policy, any special title insurance endorsements Village may obtain over any Disapproved Exceptions, the cost of recording any title clearance documents or collateral discharges, all transfer taxes on the warranty deed, one half (1/2) of all closing fees or escrow fees charged by the Title Insurer, and the fees and expenses of Village's attorneys and its designated representatives. Savidge Three will be solely responsible all recording fees for the warranty deed, one half (1/2) of the costs of all closing fees or escrow fees charged by the Title Insurer, the cost of Savidge Three's inspections, investigations and tests by Savidge Three, and the fees and expenses of Savidge Three's attorneys. At Closing, Savidge Three and Village shall deliver to the other such other documents or instruments as shall reasonably be required by such party's counsel or by the Title Insurer to consummate the transaction contemplated herein or to issue the policy of title insurance which, in the other party's counsel's opinion, does not increase such parties' liability or decrease such parties' rights or which are customarily provided in the sale and purchase of real estate similar to the Premises.

c. Property B. At the time of Closing, Savidge Three shall execute and deliver to Savidge Three a warranty deed conveying good, clear and marketable title to Property B subject only to those items shown on the Property B Title Commitment. The parties shall prorate, apportion and adjust as of the Closing Date, the property taxes and installments of assessments on a calendar year basis using the dates such taxes and/or installments of assessments are first billed. Any taxes and/or installments of assessments not yet billed for the calendar year in which the Closing occurs shall be estimated by

using the prior calendar's year's billed taxes and/or installment of assessments. Transaction costs associated with the sale/purchase of Property B pursuant to this Agreement will be paid on or prior to Closing on the following basis: Savidge Three will be solely responsible for the cost of the title insurance policy, any special title insurance endorsements Savidge Three may obtain over any Village Disapproved Exceptions, the cost of recording any title clearance documents or collateral discharges, all transfer taxes on the warranty deed, all recording fees for the warranty deed, all closing fees or escrow fees charged by the Title Insurer, and the fees and expenses of Savidge Three's attorneys, accountants, engineers, and consultants. At Closing, Savidge Three and Village shall deliver to the other such other documents or instruments as shall reasonably be required by such party's counsel or by the Title Insurer to consummate the transaction contemplated herein or to issue a policy of title insurance which, in the other party's counsel's opinion, does not increase such parties' liability or decrease such parties' rights or which are customarily provided in the sale and purchase of real estate similar to the Premises.

9. **Miscellaneous.**

a. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes if (i) sent by first class mail, postage prepaid, (ii) sent by recognized overnight courier, postage prepaid, or (iii) hand delivered, as follows:

If to the Village:

Village of Spring Lake
102 West Savidge Street
Spring Lake, Michigan 49456
Attention: Christine Burns

If to Savidge Three:

Savidge Management, LLC
570 Seminole Road, Suite 200
Norton Shores, Michigan 49444
Attention: Kimberly Van Kampen

Or at such other address as any party may specify by written notice given to the other party in accordance with this paragraph. The date of giving of any such notice shall be the date three (3) days following the posting of the mail, the date following deposit with the overnight courier service, or the date of hand delivery.

b. Default. If Savidge Three defaults in Savidge Three's obligations under this Agreement so that the Closing does not occur, then as Village's sole remedy Village may terminate this Agreement by notice to Savidge Three, and neither Village nor Savidge Three shall have any further liability to the other under this Agreement. If Village defaults in Village's obligations under this Agreement so that the Closing does not

occur, then Savidge Three may terminate this Agreement by notice to Village, in which case neither Village nor Savidge Three shall have any further liability to the other under this Agreement.

c. SAVIDGE THREE/Village. Nothing contained herein or in any other instrument or agreement between Savidge Three and Village shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between Savidge Three and Village or of any relationship other than as specifically provide herein.

d. Costs, Expenses and Attorneys' Fees. The prevailing party shall be entitled to recover from the other party all reasonable costs, expenses and reasonable attorney fees that may be incurred or paid by the prevailing party in enforcing the covenants and agreements in this Agreement.

e. Successors: Assigns. This Agreement and each and all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Savidge Three and Village, and their respective successors and assigns. No third party, other than such permitted successors and assigns, shall be entitled to enforce any term, covenant or condition of this Agreement or have any rights hereunder.

f. Provisions Severable. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, then the remainder hereof and the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby.

g. Amendment. Neither this Agreement nor any of the terms, covenants or conditions hereof may be modified or amended, except by an agreement in writing, duly executed and delivered by the party against whom enforcement of such modification or amendment is sought.

h. Headings. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants or conditions hereof.

i. Brokers. Village and Savidge Three each agrees and represents to the other that no broker is involved in the transactions contemplated by this Agreement who is entitled to a commission. If a broker makes a claim for remuneration in connection with the transactions contemplated by this Agreement, Village and SAVIDGE THREE each shall indemnify and hold harmless the other from any amount that the other may be required to pay to a broker that the other did not retain, including, without limitation, reasonable attorney fees expended to defend against such claim.

j. Applicable Law. This Agreement and each and all of the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the internal laws of the state of Michigan.

k. Counterparts. This Agreement may be signed in one or more counterparts, and by different parties to this Agreement on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

l. Short Form. At the request of Savidge Three, Village and Savidge Three will execute and record a Short Form of this Agreement evidencing the Real Estate Exchange on a form reasonably determined by Savidge Three.

m. Entire Agreement. This Agreement and the exhibits to this Agreement contain all of the representations and statements by Village and Savidge Three to one another and express the entire understanding between Village and Savidge Three with respect to the matters described herein. All prior and contemporaneous communications concerning such matters are merged in and replaced by this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, SAVIDGE THREE and Village have caused this Agreement to be duly executed and delivered as of the Effective Date.

SAVIDGE THREE, LLC

By: Kimberly Van Kampen
Its: Manager

THE VILLAGE OF SPRING LAKE

By:
Its:

18463160

EXHIBIT A

Property A

[NEED LEGAL DESCRIPTION]

EXHIBIT B

Property B

Land Situated in the State of Michigan, County of Ottawa, Village of Spring Lake, more specifically described as:

The South 38.00 feet of the East 58.60 feet of Lot 11, Block 14, Bryant's Addition to the Village of Spring Lake, according to the recorded Plat thereof.

ALSO the North 15.00 feet of the East 58.60 feet of Lot 10, Block 14, Bryant's Addition to the Village of Spring Lake, according to the recorded Plat thereof.

Address: 109 S. Jackson St., Spring Lake, MI 49456

Parcel ID No.: 70-03-15-381-025



City of Grand Haven

December 27, 2017

Mike Smith, Executive Director
United States Coast Guard Festival, Inc
113 N 2nd Street
Grand Haven, MI 49417

Dear Mike,

Thank you and Scot Klassen for meeting with Mayor McCaleb and me on November 13, 2017. I believe all four communities and the Coast Guard Festival Inc. are in alignment on the new routine for the Coast Guard Dinner. This letter is intended to confirm our mutual understanding of the dinner for the coming years. I will copy Bill Cargo at Grand Haven Charter Township to satisfy the seventh bullet point below.

The Coast Guard Community Dinner is a fundamental part of the annual Coast Guard celebration. There is considerable public interest in recognizing the United States Coast Guard and the dinner is intended to make the men and women of this branch of the military feel welcome and appreciated in the Tri-Cities. Over the years, the dinner has grown and transformed. It is rotated from municipality to municipality. The periodic effort is generally stressful on municipal staff.

In an effort to routinize annual planning and establish a predictable, controlled budget for the annual event, the municipalities propose a fresh approach for 2018 and beyond:

1. Each municipality be asked to sponsor the dinner at a level of \$2,000 each to cover the expense of hosting our guests from the United States Coast Guard
2. Staff at the Coast Guard Festival, Inc. plan and present the event each year
3. Coast Guard Festival, Inc. staff provide the per guest cost to be charged by May 1 of each year
4. Each municipality provides an invitation list to the Coast Guard Festival, Inc. staff by May 30 of each year
5. If Municipality or Coast Guard Festival staff feel specific dignitaries should attend, discuss who will cover cost of that specific dignitary before May 30 to determine if individual(s) should be included on Municipality or Festival bill
6. Coast Guard Festival, Inc. staff invoices each municipality based on the number of guests invited by the municipality consistent with above
7. Grand Haven Charter Township be invited to participate in this new and more predictable format
8. Festival will select a member municipality to act as ceremonial host for purposes of the dinner each year, rotating it according to previously established order:
 - a) 2018 – Ferrysburg
 - b) 2019 – Spring Lake Township
 - c) 2020 – Grand Haven City
 - d) 2021 – Spring Lake Village
 - e) 2022 – Grand Haven Charter Township*

*If participating

The participating municipalities feel that this format will improve communications and create a better, more stable event in the future.

Sincerely,

A handwritten signature in black ink, appearing to be 'Pat McGinnis', written over a horizontal line. The signature is stylized and includes a large loop on the left side.

Pat McGinnis
City Manager

PM/maa

- C City Council
- Chris Burns, Manager Village of Spring Lake
- Gordon Gallagher, Manager, Spring Lake Township
- Craig Bessinger, Manager, City of Ferrysburg
- Bill Cargo, Manager, Charter Township of Grand Haven



April 15, 2019

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Ste 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

Dear Village of Spring Lake:

You have requested that Baker Tilly Municipal Advisors, LLC (the “Firm”) provide to the Village of Spring Lake (the “Client”) those services more fully set forth in Exhibit A hereto (the “Services”).

Fees and Costs

Fees charged for work performed, as set forth in Exhibit B, is a fixed amount as mutually agreed upon.

Disclosure of Conflicts of Interest with Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. Exhibit B sets forth the potential conflicts of interest associated with various forms of compensation. By signing this letter of engagement, the signee acknowledges that he/she has received Exhibit B and that he/she has been given the opportunity to raise questions and discuss the matters contained within the exhibit with the municipal advisor.

Billing Procedures

The account balance is due and payable on receipt of the statement and we reserve the right to charge 1% interest per month for outstanding unpaid balances over thirty (30) days from the date of billing. Once our representation has been concluded or terminated, a final billing will be sent to you. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

Termination

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. Unless otherwise agreed to by the Client and the Firm, this engagement will terminate 60 days after completion of the scope of services as outlined in Exhibit A.

Accountants’ Opinion

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client personnel. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The responsibility for auditing the records of the Client rests with the Client's auditor and the work performed by the Firm shall not include an audit or review of the records or the expression of an opinion on financial data.

Client Responsibilities

It is understood that the Firm will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Additional Services

Exhibit A sets forth the scope of the Services to be provided by the Firm. From time to time, additional services may be requested by the Client beyond the scope of Exhibit A. The Firm may provide these additional services and be paid at the Firm's customary fees and costs for such services. In the alternative, the Firm and the Client may complete a revised and supplemented Exhibit A to set forth the additional services (including revised fees and costs, as needed) to be provided. In either event, the terms and conditions of this letter shall remain in effect.

Municipal Advisor Registration

The Firm is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, the Firm is providing certain specific municipal advisory services to the Client. The Firm is neither a placement agent to the Client nor a broker/dealer.

The offer and sale of any Bonds shall be made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

Mediation Provision

The Client and the Firm agree that if any dispute (other than our efforts to collect any outstanding invoice(s)) arises out of or relates to this engagement, or any prior engagement we may have performed for you, and if the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures (or such other administrator or rules as the parties may mutually agree) before resorting to litigation. The parties agree to engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall take place in Lansing, Michigan, or such other location as the parties may mutually agree. If the parties are unable to mutually agree on the selection of a mediator, the mediator shall be determined in accordance with the American Arbitration Association's Commercial Mediation Procedures. The results of any such mediation shall be binding only upon a written settlement agreement executed by each party to be bound. Each party shall bear its own costs and fees, including attorneys' fees and expenses, in connection with the mediation. The costs of the mediation, including without limitation the mediator's fees and expenses, shall be shared equally by the participating parties. Any ensuing litigation shall be initiated and maintained exclusively before any state or federal court having appropriate subject matter jurisdiction located in Lansing, Michigan.

Other Financial Industry Activities and Affiliations

Baker Tilly Investment Services, LLC (“BTIS”) is an affiliate of the Firm. BTIS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. BTIS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. BTIS may provide advisory services to the clients of the Firm.

BTIS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, an investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

If the foregoing accurately represents the basis upon which we may provide Services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

On March 1, 2019, H.J. Umbaugh & Associates, Certified Public Accountants, LLP (“Umbaugh”) effected a business combination with Baker Tilly Virchow Krause, LLP, (Chicago, Illinois), a financial services and accounting firm (“Umbaugh/Baker Tilly Combination”). Baker Tilly Virchow Krause, LLP also anticipates combining with Springsted Incorporated, (Saint Paul, Minnesota), a municipal and management advisory firm, which is expected to become effective the second quarter of 2019.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you.

Very truly yours,

Baker Tilly Municipal Advisors, LLC

By: _____
Thomas Traciak, Director

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Village of Spring Lake

Date: _____

By: _____

EXHIBIT A

Services Provided and Fees

Baker Tilly Municipal Advisors, LLC is providing the outline below describing the scope of service for a Sewer System Asset Management Financial Plan (SAW Grant eligible). The fee for this service will be \$12,000.

Historical and Current Financials

Historical operating expenses are reviewed using audit and budget information.

- Three years audits and budgets.
- Current and proposed (if available) budget.

A “Test Year” is developed that reflects a baseline operating cost.

- Based on current budget with leveling for base operating cost.
- Determination of anticipated changes to operating cost.
- Inflation factors by budget line item.

Customer Base

The customer base is reviewed, including the number of billable customers and volumetric sales.

- The accuracy of this data is verified by applying it to the current rate structure and compared to current audit and budget revenue.
- Other operating and non-operating revenues evaluated.

Forecasting

Assumptions are made regarding the customer base through the forecasted period.

- Prediction of customer and volume counts (may include more than one scenario).
- Trending in system utilization, particularly for industry.

Projection of operating cost.

- Anticipated inflation by expense category.
- Determination of any additions or reductions based on changing operations.

Compilation of existing debt.

- Existing annual debt service by debt issue.
- Debt is separated by revenue support, in particular, debt that is paid from rates.
- Refinancing and/or restructuring possibilities are explored.

Asset Management Funding

The Asset Management System will identify the estimated asset investment cost by year for a selected forecast period of time.

- The annual investment cost is evaluated, and scenarios developed for cash funding and debt financing.
- Funding asset investment from cash balances is weighed against potential efficiency of grouping certain cost together for purposes of debt financing.
- Financing options are considered including State and Federal agency funding sources as well as open market bonds. Open market options will be affected by the size of the borrowing as well as other aspects such as credit and security.

The projected cash flow is solved to a cash and investment balance.

- Actual cash and investments are analyzed including restricted assets.
- A cash balance policy is developed that identifies a targeted upper limit as well as a minimum balance as appropriate for the particular system. These balances encompass legal commitments and good business practices.
- The policy includes flexibility for temporary reductions below the minimum balance based on a plan to attain the level within a given period.
- Separate capital improvement funds are considered. If utilized, policy is developed as to whether they are to be restricted, and if so, whether by resolution or ordinance.

Rate management may be accomplished with more than one approach as to rate structuring and rate adjustment timing.

- The elements of a rate structure, including the proportion of revenue generated from ready to serve and commodity charge are determined by allocation of fixed and variable cost, and other customer base characteristics.
- Rate adjustment over time may be incremental or one time in nature.

EXHIBIT B

Disclosure Statement of Municipal Advisor

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. **Affiliate Conflict.** BTIS, an affiliate of the Firm (the “Affiliate”), has or is expected to provide certain advice to or on behalf of Client that is directly related to the Firm’s activities within the Scope of Services under this Agreement. In particular, providing advice to Client regarding investment of bond proceeds. The Affiliate’s business with Client could create an incentive for the Firm to recommend to Client a course of action designed to increase the level of Client’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Client’s business activities with the Affiliate. Furthermore, this potential conflict is mitigated by the fact that the Affiliate is subject to its own comprehensive regulatory regime as a registered investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act.

- II. **Compensation-Based Conflicts.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

EXHIBIT B

Disclosure Statement of Municipal Advisor (cont'd)

III. **Other Municipal Advisor Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001616995>.
- III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The Firm has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

EXHIBIT B

Disclosure Statement of Municipal Advisor (cont'd)

PART D – Rule G-10: Investor and Municipal Advisory Client Education and Protection

MSRB Rule G-10 requires that municipal advisors to notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint.

Accordingly, the Firm sets out below the required information.

- I. The firm is registered as a Municipal Advisor with the Securities and Exchange Commission (867-00880) and the Municipal Securities Rulemaking Board (K1027).
- II. The website address for the Municipal Securities Rulemaking Board is www.msrb.org.
- III. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.



Grand Haven Area
community foundationSM

GRANT AGREEMENT

THIS AGREEMENT, dated February 19, 2019 by and between the **Grand Haven Area Community Foundation**, a Michigan nonprofit corporation, whose address is One South Harbor Drive, Grand Haven, Michigan 49417 (the “**Foundation**”) and **Village of Spring Lake**, a tax-exempt organization under the Internal Revenue Code, whose address is 102 West Savidge Street Spring Lake, MI, 49456 (the “**Grantee**”), with reference to the following facts and circumstances.

A grant (the “**Grant**”) has been awarded to the Grantee by the Foundation for those specific purposes only which are described in Grantee’s Grant Application (the “**Application**”).

Specific particulars concerning the Grant are:

Date Grant awarded by Board of Trustees: May 22, 2019

Program/Project*: Lakeside Trail/Whistle Stop Park Mural

Grant number: 201825446

Grant amount: \$3,500.00

Foundation Fund(s): William H. Young and Dorothy Young Mixer Field of Interest Fund of the Grand Haven Area Community Foundation

**Please refer to Section VII for any special conditions or restrictions regarding this grant.*

This Agreement is being entered into by the Foundation and the Grantee to set forth the terms and conditions of the Grant.

In consideration of the Foundation making the Grant to the Grantee, the Grantee accepts all of the terms and provisions of this Agreement and the parties agree as follows:

I. **Public Information**

Compliance with the public information requirements of the Grant Agreement is required to retain the Grant and to be eligible for possible future financial assistance from the Foundation. Please refer to *Guidelines for Communicating about Your Grant* on page 3.

II. **Grant Payment**

Grant funds will be released when a signed Grant Agreement is received by the Foundation office. Please allow at least two weeks for check processing. If special conditions of the grant have been specified in Section VII below, documentation must have been received by the Foundation from Grantee evidencing Grantee’s full compliance before grant funds will be distributed.

The Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under the Grant, to require a refund of any unexpended Grant funds, or both, if, in the Foundation’s judgment:

4. Grant funds have been used for purposes other than those addressed by this Agreement and/or the Application;
5. Such action is necessary to comply with the requirements of any law or regulation affecting the Foundation including, but without limitation, Grantee’s failure to maintain in good standing its status as a tax exempt organization under the Internal Revenue Code; or

- 6. Grantee's performance under the Grant has not been satisfactory. The Foundation, in its sole and absolute discretion, will determine whether performance is satisfactory.

III. **Expenditure of Funds**

- D. The Grant is to be used only for the purposes described in the Application. **The program/project funded by the Grant may only be modified with the Foundation's prior written approval.**
- E. Grantee shall return to the Foundation any unexpended funds at the completion of the project/program.
- F. The Grantee shall maintain its books and records so as to show, and separately account for, all funds received under this Grant. These books and records shall be maintained in a manner consistent with general accepted accounting practices and shall be retained for five (5) years after the final Grant payment. Grantee shall permit the Foundation to have reasonable access to its books and records, files, and personnel during the term of the Grant and for five years after the final Grant payment for the purpose of making financial audits, verifications, or program/project evaluations.

IV. **Grant Evaluation**

The Grantee shall complete an evaluation upon completion of the grant project period. Please contact Holly Cole, Director of Grants & Program at hcole@ghacf.org for further information.

The Foundation may also require Grantee to make quarterly or semi-annual reports during the funded program/project with such information pertaining to the Grant and the funded program/project as the Foundation determines necessary.

V. **Grant Expiration**

The Grant will be considered expired if it has not been used as outlined in this Grant Agreement within two years of the date of Grant. If Grantee does not anticipate meeting this deadline, a letter requesting an extension must be sent a minimum of two weeks prior to this deadline. A decision regarding any possible extension will be made by the Foundation and communicated in writing to the Grantee.

VI. **Miscellaneous**

- D. All correspondence (including all required reports) and questions relating to the Grant from the Foundation to Grantee shall be directed to Holly Cole, Director of Grants & Program.
- E. This Agreement and the Application contain the entire agreement and understanding between Grantee and the Foundation. In case of a conflict between this Agreement and the Application, the terms of this Agreement shall control.
- F. The individual signing this Agreement represents to the Foundation that he/she has the authority to sign this Agreement on the Grantee's behalf.

VII. **Special Conditions of the Grant**

None.

By signing below, Grantee agrees to the terms set forth in this Grant Agreement.

Grantee: _____
 Authorized Representative

Dated: _____, 20__

Competitive Grant Communication Guidelines

Congratulations on your recent grant from the Grand Haven Area Community Foundation! Sharing the news of your grant provides an opportunity to promote your good work, recognize the Foundation and its generous donors for this support, and can further promote philanthropy in the Tri-Cities.

The following guidelines are intended to assist you in communicating about your grant. Please forward this information to the appropriate staff member(s) within your organization.

5. General publicity on your grant:

- Include news of your grant in publications, press releases, newsletters, brochures, annual reports, website, Facebook, Twitter, blogs, reports, direct mail, or other outreach materials.
- Include the Community Foundation's logo on your website, in advertisements, signage, programs, brochures, etc. as appropriate. Please contact Holly Cole at hcole@ghacf.org for an electronic version.
- If you or staff members/volunteers are interviewed by any media source about your program or project, please be sure to tell them about your grant from the Community Foundation.
- **Whenever referencing support from the Foundation, please be sure to acknowledge the names of the Foundation Funds listed on Page 1 of your Grant Agreement.**

6. Seeking prior approval:

All materials that use the Foundation's name and logo, including press releases, need to be approved by the Community Foundation prior to publication or distribution. This gives us the opportunity to provide additional information and to include a quote or a photograph, in the case of press releases.

7. Keep us informed:

- We are very interested in sharing stories that show the progress and success of your grants. Please let us know about special events, particular clients whose lives are improved (of course, we will honor confidentiality and privacy), photo opportunities, and key milestones we may want to share with our donors.
- Please send us copies of final versions of any materials that mention your grant from the Grand Haven Area Community Foundation.

8. Photographs:

- Please send us copies of photographs, or better yet, invite us to come take some photographs of your program or project in action. These photographs may be used in Community Foundation print and/or web publicity, so be sure to get photo releases from participants.



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

Date of Function: June 1, 2019 ^{rain date} June 21 Time of Function: 9am - 4pm

Type of Activity: Annual
SL Wooden & Classic Boat Show # Expected 100+

Date of This Request: April 10, 2019 Telephone # _____ Cell # _____

Individual, entity or organization sponsoring or conducting the event: _____

Historic Conservation Commission / Mark Miller

Address: _____

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 (\$25 Village resident and \$50 non-resident). 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 separate check to the Village of Spring Lake with this agreement. 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 No
 - B. Will anything be sold by anyone at this event? YES
 If yes, what is being sold and by whom (name of entity/organization/individual)
T-shirts
 - C. Is there any type of fee charged to anyone to be present at or to participate in this event?
 Yes 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 No

Continued on back

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 (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 or 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 (responsible party) or of x (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of x (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: Mark Miller / mp

Print Name: Mark Miller

Agreement Approved and Updated:

Christine Burns

From: Mary Paparella
Sent: Thursday, May 2, 2019 4:23 PM
To: Christine Burns
Subject: FW: Ride of Silence

Hi Chris,
Christian called today regarding the Ride of Silence for this year. It is short notice again this year, but he would like to use Central Park again please.

Hello Christine,

My name is Christian Miller, I am the manager of Loose Spokes Bicycle Sales and Service. This year is our second year hosting one of the international Ride of Silence events that are done to raise awareness of those cyclists who have been hit while riding. Unfortunately, it is a serious problem for everyone around the world, and quite frankly we are sick and tired of it.

Mark Stoll was the director of the ride in the past, but we were more than happy to take over the event. I contacted Deputy Kik about the ride and he mentioned I should touch base with you regarding the starting location and ending location of the ride. The ride starts at Central Park in Spring Lake at 7 PM on Wednesday, May 15.

If we need to do anything to reserve a portion of the park from May 15 at 6 PM to about 8 PM, let me know. You can reach me at the shop (616) 847-1980 or my cell phone (616) 402-2343.

The attached link is our facebook event page with more details. <https://www.facebook.com/events/2055670808034791/>

This link is to the official Ride of Silence website.
<http://www.rideofsilence.org/main.php>

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Thanks,
Christian



Virus-free. www.avast.com

Village of Spring Lake
May 2019 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
101-381.000-804.000	General Fund	Zoning/Planning	Legal Fees	3,500	7,500	4,000
101-210.000-804.000	General Fund	Legal Services	Legal Fees	12,000	8,000	(4,000)
Adjust Current Year Budgets for Legal Fees				Net Change		0
101-555.000-801.000	General Fund	Mill Point Park	Professional Services	1,000	2,050	1,050
101-558.000-801.000	General Fund	Whistlestop Park	Professional Services (Mural)	5,000	0	(5,000)
101-857.000-702.000	General Fund	Community Promotion	Full Time Wages	3,833	4,833	1,000
101-857.000-703.000	General Fund	Community Promotion	Part Time wages	1,200	2,000	800
101-857.000-704.000	General Fund	Community Promotion	Social Security	950	1,100	150
101-857.000-801.000	General Fund	Community Promotion	Professional Services	0	2,000	2,000
Adjust Current Year Parks/Community Promotion Budgets				Net Change		0
101-000.000-677.000	General Fund	Revenue	Reimbursements	25,500	32,500	7,000
101-441.000-702.101	General Fund	DPW	Township Full Time Wages	750	6,250	5,500
101-441.000-703.101	General Fund	DPW	Township Part Time Wages	250	750	500
101-441.000-704.000	General Fund	DPW	Social Security	3,050	3,550	500
101-441.000-940.000	General Fund	DPW	Equipment Usage	32,000	32,500	500
Adjust Current Year DDA Budget				Net Change		0
202-000.000-664.000	Major Streets	Revenue	Interest Income	1,600	4,000	2,400
202-000.000-677.000	Major Streets	Revenue	Reimbursements	0	930	930
202-463.000-931.000	Major Streets	Routine Maintenance	Building Repairs and Maintenance	0	1,000	1,000
202-480.000-931.002	Major Streets	Trunkline Maintenance	M-104 Trees and Shrubs	7,300	8,555	1,255
202-482.000-702.000	Major Streets	Administration	Full Time wages	4,369	5,369	1,000
202-482.000-704.000	Major Streets	Administration	Social Security	335	410	75
Adjust Current Year Major Streets Fund Budget				Net Change		0
236-000.000-502.100	DDA	DDA	State Grants	0	6,220	6,220
236-000.000-694.000	DDA	DDA	Misc. Income	4,000	11,000	7,000
236-000.000-703.000	DDA	DDA	Part Time wages	27,863	31,000	3,137
236-000.000-703.001	DDA	DDA	Part Time wages - Overtime	300	700	400
236-000.000-704.000	DDA	DDA	Social Security	4,937	5,620	683
236-000.000-889.000	DDA	DDA	Promotions	10,000	16,000	6,000
236-000.000-889.200	DDA	DDA	Web Site	2,000	3,500	1,500
236-000.000-891.501	DDA	DDA	Banner Program	2,000	3,500	1,500
Adjust Current Year DDA Budget				Net Change		0
236-000.000-801.000	DDA	DDA	Professional Services	130,000	250,000	120,000
236-000.000-978.000	DDA	DDA	Paving	330,000	210,000	(120,000)
Adjust Current Year DDA Budget to fund Downtown Street Light Upgrades				Net Change		0
296-000.000-403.100	TIFA		Refund of Prior Year Taxes	0	2,265	2,265
296-000.000-403.101	TIFA		Local Unit Taxes	319,878	322,143	2,265
Adjust Current Year TIFA Fund Budget				Net Change		0
591-000.000-642.591	Water	Water	Water Connection Fees	0	11,400	11,400
591-000.000-664.000	Water	Water	Interest Income	6,400	13,000	6,600
591-000.000-705.000	Water	Water	Retirement Fund Contribution	20,035	21,750	1,715
591-000.000-740.220	Water	Water	Employee Physicals	200	350	150
591-000.000-801.490	Water	Water	Water Reliability Study	850	0	(850)
591-000.000-818.006	Water	Water	Water Purchase - NOWS	130,000	147,000	17,000



Village of Spring Lake

MAY 06 2019

GRAND VALLEY METROPOLITAN COUNCIL

Received

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May 3, 2019

Ms. Chris Burns
Village Manager
Village of Spring Lake
102 W. Savidge Street
Spring Lake, MI 49546

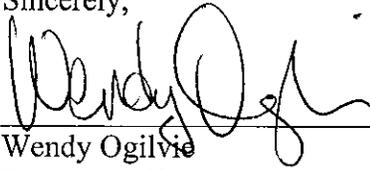
Dear Ms. Burns:

A cooperative effort initiated in 2000 by Kent County and Ottawa County agencies and communities in the Lower Grand River Watershed resulted in Certificates of Coverage (CoCs) for all permittees under the Michigan Department of Environmental Quality (MDEQ) Watershed General Permit No. MIG619000. Documents for each permittee were prepared to comply with the CoCs that were issued pursuant to the general National Pollutant Discharge Elimination System (NPDES) permit. The Grand Valley Metro Council (GVMC) prepared and submitted the Village of Spring Lake's NPDES MS4 Individual permit application and Stormwater Management Plan (SWMP).

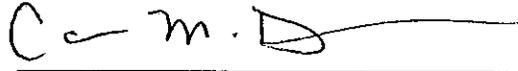
The capacity of GVMC's Environmental Programs Department has increased since the last contract period, and we are committed to providing exceptional services and programs. GVMC will continue to coordinate a regional effort to comply with the NPDES Stormwater Regulations. A cost allocation for continued participation in the regional effort from FY2020 through FY2022 is enclosed. The activities which will be coordinated by GVMC include continued implementation of the SWPPI until the new individual stormwater permits are issued, preparation of annual progress reports, ongoing implementation of the Public Education Plan, training opportunities, and MS4 audit and compliance support. Upon MS4 individual permit issuance, GVMC will assist with the transition to new record keeping and operational requirements and provide ongoing compliance support and progress reporting. A detailed scope of work for this contract period is also enclosed.

Please indicate your intent to continue to participate in this regional cooperative effort by returning a signed copy of this correspondence by July 1, 2019. Your commitment to participate will apply for the next three years, through September 30, 2022. The scope of the regional program that is necessary beyond 2022 for compliance with the NPDES Storm Water Regulations will be reassessed at that time.

Sincerely,



Wendy Ogilvie
Director of Environmental Programs



Cara Decker
Stormwater Program Coordinator

The Village of Spring Lake is committed to continued participation in the GVMC regional effort for compliance with the NPDES Storm Water Regulations for the years 2020 through 2022. We understand that our annual cost will be paid to GVMC in accordance with the enclosed cost allocation.

Signed: _____

Date: _____

Enclosures:

FY 2020-2022 Scope of Work with Budget and Cost Allocation

GVMC Regional Cooperation for NPDES Stormwater Permit Compliance FY 2020-2022

Scope of Work for the Lower Grand River Watershed

The following activities have been identified to allow ongoing regional cooperation by the participating cities, villages, townships, school districts, and county agencies (communities) in the Lower Grand River Watershed (LGRW) from October 1, 2019 to September 30, 2022. The work that will continue to be administered by the Grand Valley Metropolitan Council (GVMC) includes ongoing implementation of the Storm Water Pollution Prevention Initiative (SWPPI), the Public Education Plan (PEP), and the Illicit Discharge Elimination Plan (IDEP) that have been approved by the Michigan Department of Environmental Quality (MDEQ) under the Municipal Separate Storm Sewer System (MS4) regulations.

Under previous contracts, GVMC has completed and submitted MS4 permit applications to MDEQ for the next permit cycle. It is possible that MDEQ may issue new MS4 permits during the time period for this scope of work. Upon communities receiving individual permits, GVMC will continue to implement initiatives that meet permit compliance. Under new permits, Stormwater Management Plans (SWMP) for each community will come into effect. GVMC has already worked with each community to convert their current SWPPI to meet the requirements of the SWMP.

GVMC will continue to implement regional coordination for MS4 permit compliance; however each community is ultimately responsible for participation in the regional effort and for regulatory compliance.

The proposed work outlined below will be completed by GVMC in cooperation with the MDEQ and the participating communities to provide compliance with the six MS4 minimum control measures:

Stormwater Pollution Prevention Initiative (SWPPI) Implementation

The watershed-based Stormwater General Permit requires that the approved SWPPIs be implemented. GVMC will facilitate the process of implementing the SWPPIs. This will continue until the time new individual permits are issued, at which time GVMC will begin implementing the SWMPs.

Municipal Separate Storm Sewer System (MS4) Training

Training opportunities will be provided through a variety of methods, such as stand-up training, videos, outside speakers, webinars, and brochures. Topics to be considered for training include: general stormwater awareness, identifying and eliminating illicit discharges, soil erosion and sedimentation control best management practices (BMPs), post-construction stormwater runoff development standards, pollution prevention and good housekeeping BMPs, training specified in the SWPPI and SWMP, or other stormwater training topics at the request of the community. GVMC will work with committees of the Lower Grand River Organization of Watersheds (LGROW) to select, plan and coordinate these training opportunities.

Model Ordinances and Strategies

GVMC will continue to coordinate the efforts of the LGROW Stormwater Ordinance (SWOrd) Committee to finalize any details of the model stormwater ordinance needed for permit compliance.

Public Education Plan (PEP)

The PEP was approved by MDEQ in February 2013 to promote, publicize, and facilitate watershed education for the purpose of encouraging the public to reduce the discharge of pollutants in stormwater to the maximum extent practicable. GVMC will update the current PEP to clearly define outreach mechanisms and their effectiveness. GVMC will work with MDEQ to include these updates in the permit. The PEP will be coordinated with other current programs and projects in the watershed that involve public stewardship of water resources. The overall goal of the plan is to encourage pollution prevention.

The PEP is flexible in that the educational activities conducted may address any of a number of significant watershed issues, including:

- Encouragement of public reporting of the presence of illicit discharges, illicit connections, or improper disposal of material into the MS4.
- Education of the public on the availability, location, and requirements of facilities for disposal or drop-off of household hazardous wastes, travel trailer sanitary wastes, chemicals, grass clippings, leaf litter, animal wastes, and motor vehicle fluids.
- Education of the public regarding acceptable application and disposal of pesticides, herbicides, and fertilizers.
- Education of the public concerning preferred cleaning materials and procedures for residential car washing, pavement cleaning, and power washing.
- Education of the public concerning the ultimate discharge point and potential impacts from pollutants from the separate stormwater drainage system serving their place of residence.
- Education of the public about their responsibility for stewardship in their watershed.
- Education of the public concerning management of riparian lands to protect water quality.
- Education of the public on proper septic system care and maintenance and on how to recognize system failure.
- Education of the public about the benefits of using native vegetation instead of non-native vegetation.

Various materials will be produced such as brochures, newsletter and newspaper articles, local media, workshops, demonstration materials, and other materials at the communities request in order to meet the public education commitments. Purchase of public education materials will be coordinated where economies can be achieved through bulk purchases.

GVMC will continue to facilitate the LGROW Public Engagement Committee, comprised of representatives of the participating communities and local organizations, to prioritize and direct the PEP activities. GVMC will design and administer large scale, regional educational efforts.

Illicit Discharge Elimination Plan (IDEP)

A revised IDEP was last approved by MDEQ in April 2013. The model IDEP ordinance that was prepared under the earlier permit is fully adequate. The IDEP includes dry weather screening, which was last completed in 2018. Under this scope of work, the IDEP document will be updated under the direction of the LGROW Technical Committee, and submitted to MDEQ for approval. GVMC will work with MDEQ to incorporate the updated IDEP into the permit. This document will meet the permit requirement that each community develop, implement, and enforce a program to detect and eliminate illicit connections and discharges to MS4s. GVMC will also work with communities to ensure up to date stormwater infrastructure mapping in GIS.

Additional Regulatory Assistance

Progress Reports

Annual or biennial Progress Reports will be prepared for each community for submittal to MDEQ as required by the MS4 permits. Reports will include two parts: Regional Reporting Requirements and Permittee-Specific Reporting Requirements. GVMC will annually prepare progress reporting forms for each community. These forms will serve as a convenient means for each community to keep track of actions taken throughout the Progress Report cycle to comply with the permit commitments. The information provided by each community will become a significant element of the Progress Reports.

Each community shall provide data on progress made in controlling stormwater pollution to the maximum extent practicable for the Permittee-Specific portion. GVMC will collect available watershed monitoring data during the previous period for analysis and summary for the regional portion of the report. GVMC will draft progress reports on Watershed-Wide Activities. GVMC will compile and finalize the Progress Reports on behalf of the communities and GVMC will submit the reports to MDEQ via MiWaters.

GVMC will continue this work upon permit issuance, and will communicate new progress reporting requirements as necessary to communities.

Audits

GVMC will provide assistance in the case of an MDEQ audit of the community's stormwater program, at the community's request.

Public Participation

The SWPPI and SWMP implementation efforts will be more effective with participation by the communities and the public. GVMC will keep the communities informed about LGROW committee activities and opportunities to be involved at LGROW events. LGROW has fostered partnerships with existing agencies and organizations, which will facilitate completion of the work outlined above. GVMC will help facilitate and provide technical assistance to the LGROW network to integrate these efforts. Public Participation activities will be tracked and reported upon in the Progress Report.

Permit Applications and Individual Permit Issuance

The watershed-based Storm Water General Permit expired on April 1, 2008. The schedule to apply for the new permits for Lower Grand River Watershed was 2015. The process of MDEQ's permit reissuance will continue to be tracked and the communities will be kept informed. GVMC will assist the communities in the transition from a watershed based permit to an individual permit by providing compliance assistance in all of the categories as applicable to the new permit outlined above, in addition to the following new regulatory requirements:

Enforcement Response Procedure

GVMC will assist communities with developing approvable Enforcement Response Procedures (ERPs), based on MDEQ comments from permit submittal that describes how the MS4 enforces the ordinance. A tracking system for recording violation and response will be developed. GVMC will train communities in the use of the ERPs and revise as needed.

Stormwater Development and Redevelopment Standards

GVMC developed standards for water quality treatment and channel protection to meet the new permit requirements in cooperation with the LGROW Stormwater Ordinance (SWOrd) Committee. The resulting standards are outlined in a stormwater manual, model ordinance, and the LGROW Design Spreadsheet tool for use by developers. GVMC will develop and test a tracking system for long-term inspections and maintenance for BMPs, including measureable goals, assessment and schedule that the communities will be able to use for progress reporting.

Total Maximum Daily Load (TMDL) Implementation

GVMC will work with the LGROW network to address the TMDLs that have been assigned per the new permit. The TMDL Implementation Plan will be executed collaboratively with watershed partners to address water body impairments within the regulated areas of the watershed. GVMC will coordinate TMDL sampling under the direction of the LGROW Technical Committee.

This data will be shared with communities through the LGROW Data Repository, an interactive water quality database that encourages communities and citizen scientists alike to explore and submit their own monitoring results.

Nested Jurisdictions

If the community has a nested jurisdiction under their MS4 permit, GVMC will help coordinate the re-writing of the Nested Jurisdiction Agreement to meet requirements of the new permit. GVMC will help facilitate meetings between MS4 permittees and nested jurisdictions to ensure that both parties understand their responsibilities to meet permit compliance.

LGROW Network

By participating in the regional MS4 implementation in the Lower Grand River Watershed, communities benefit by being able to work through permit issues together as part of the LGROW network. LGROW brings together local municipalities and community stakeholders in a unique format to address watershed issues facing the Lower Grand River and its watersheds. LGROW promotes community education and sustainable use of our river

resource and is committed to making the watershed an ongoing resource for everyone. LGROW will encourage communities to join the various committees that work on different components of the permit.

Annual 2020-2022 Dues Lower Grand River Watershed NPDES Stormwater Permittees	
Cascade Charter Township	\$10,014.88
City of East Grand Rapids	\$12,393.10
City of Ferrysburg	\$10,204.60
Forest Hills Public Schools	\$11,847.50
Village of Fruitport	\$10,232.80
City of Grand Haven	\$11,430.50
City of Grand Rapids	\$33,827.90
Grand Rapids Charter Township	\$10,863.60
Grand Valley State University	\$12,807.50
City of Hudsonville	\$11,142.30
Kent County Drain Commissioner	\$20,250.94
Kent County Road Commission	\$18,890.94
Ottawa County Water Resources Commission	\$8,923.00
Ottawa County Road Commission	\$3,000.00
Plainfield Charter Township	\$11,537.88
City of Rockford	\$10,906.40
Village of Sparta	\$10,620.00
Village of Spring Lake	\$10,375.00
City of Wyoming	\$20,643.80
<i>Communities with Nested Jurisdictions:</i>	
Georgetown Charter Township	\$14,690.23
<i>Jenison Public Schools</i>	
City of Grandville	\$15,872.00
<i>Grandville Public Schools</i>	
City of Kentwood	\$20,969.70
<i>Kentwood Public Schools</i>	
City of Walker	\$18,017.20
<i>Kenowa Hills Public Schools</i>	



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
5600 American Boulevard West, Suite 500
Bloomington, Minnesota 55437

APR 16 2019

IN REPLY REFER TO:
Real Estate Services
Fruitport Parcel

CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE INDIAN GAMING REGULATORY ACT FOR THE LITTLE RIVER BAND OF OTTAWA INDIAN'S FRUITPORT CASINO PROJECT

On February 23, 2015, the Bureau of Indian Affairs received an application from the Little River Band of Ottawa Indians to conduct off-reservation gaming activities on a 59.99 acre parcel of land located in the Township of Fruitport, Muskegon County, Michigan, pursuant to the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. §§ 2701-2721. IGRA requires consultation by the Bureau of Indian Affairs on the proposed acquisition with appropriate State and local officials, including officials of other nearby Indian Tribes. The planned site is the former Great Lakes Downs thoroughbred horse track located at 4800 South Harvey Street, within the Township of Fruitport, and is legally described in exhibit "A" and depicted on the enclosed maps.

The Band intends to use the Fruitport parcel for a "Class III gaming facility, together with a hotel and related amenities."¹ The proposed gaming facility will consist of approximately 149,000 square feet, with 69,000 square feet reserved for 1,700 slot machines and 35 gaming tables, and 33,000 square feet allocated for restaurants and retail.² The hotel will be approximately 175,000 square feet and accommodate 220 rooms with approximately 39,000 square feet of space for meetings and entertainment.³ Parking facilities will be approximately 335,000 square feet and accommodate 1,910 vehicles.⁴

The BIA respectfully requests that you submit written comments, if any, on the following areas within 60 days of receiving this letter:

1. Information regarding environmental impacts on the surrounding community and plans for mitigating adverse impacts;
2. Anticipated impacts on the social structure, infrastructure, services, housing, community character, and land use patterns of the surrounding community;

¹ Little River Band of Ottawa Indians, Consolidated Fee-To-Trust Application and Request for a Two-Part Determination at 1 (February 20, 2015) (on file at the BIA, Midwest Regional Office).

² Little River Band of Ottawa Indians, Consolidated Fee-To-Trust Application and Request for a Two-Part Determination at Appendix D and Appendix G (February 20, 2015) (on file at the BIA, Midwest Regional Office).

³ Little River Band of Ottawa Indians, Consolidated Fee-To-Trust Application and Request for a Two-Part Determination at Appendix D (February 20, 2015) (on file at the BIA, Midwest Regional Office).

⁴ Little River Band of Ottawa Indians, Consolidated Fee-To-Trust Application and Request for a Two-Part Determination at Appendix D (February 20, 2015) (on file at the BIA, Midwest Regional Office).

3. Anticipated impact on the economic development, income, and employment of the surrounding community;
4. Anticipated costs of impacts to the surrounding community and identification of sources of revenue to mitigate them;
5. Anticipated costs, if any, to the surrounding community of treatment programs for compulsive gambling attributable to the proposed gaming establishment; and
6. Any other information that may assist the Secretary in determining whether the proposed gaming establishment would or would not be detrimental to the surrounding community.

Comments should be submitted in written form, and addressed to the following individual:

Russell Baker
Bureau of Indian Affairs
Midwest Regional Office
5600 American Boulevard West, Suite 500
Bloomington, Minnesota 55437

If you have any questions or need additional information, please do not hesitate to contact Russell Baker, acting Regional Realty Officer, at (612) 725-4583.

Sincerely,



Regional Director

Enclosures

cc: Honorable Larry Romanelli, Ogema, Little River Band of Ottawa Indians
Lance Boldrey, Dykema Gossett, PLLC, Tribal Counsel
Erin Collins, Dykema Gossett, PLLC, Tribal Counsel



Building Business to Build Community
Established in 1899

Village of Spring Lake

APR 15 2019

Received

April 11, 2019

Chris Burns
Village of Spring Lake
102 W. Savidge St
Spring Lake, MI 49456

Subject: Q1 2019 Economic Development Activity

Chris,

Since being hired by the Chamber in November 2018, I have been very busy getting up to speed on Economic Development within our community, and getting familiar with how the Chamber operates. As a financial supporter of my role, my plan is to submit to you quarterly summaries of how I have supported the Village of Spring Lake.

Publications issued:

- Manufacturing Matters – January 2019
- Manufacturing Matters – March 2019

Company contacts:

- Holiday Inn redevelopment project
- Haight Building redevelopment project
- Epicurean Village development project

Events:

- Economic Forecast Breakfast with Dr. Paul Isely at the Community Center
- Attended the breakfast in Grand Rapids with Governor Whitmer
- Attended the Lt. Governor Gilcrest Visit at the Community Center
- Attended the Bill Huizenga Breakfast at the Spring Lake Country Club

Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg
Economic Development | Training Connections | Business Education Partnerships

One South Harbor Drive, Grand Haven, MI 49417 | p 616.842.4910 | f 616.842.0379 | grandhavenchamber.org

Miscellaneous:

- Completed online Redevelopment Ready Community training
- Jennifer handed off RRC quarterly reporting to Elizabeth – laying the ground work
- Initiated Business Recognition Luncheon award search
- Shared the Recycling Grant Opportunity
- Shared the MDEQ Grant Opportunity
- Assisted in creating the Commercial Redevelopment District

Please keep in mind that Nancy Manglos also engages with Economic Development activities, and the above items do not consider any of her activities for the quarter. Please let me know if you have specific questions, or concerns with any company in the area that I should address.

Thank you,



Elizabeth Butler

Director of Economic Development Strategic Directions

Christine Burns

From: MTSM <mtsm@frontier.com>
Sent: Wednesday, April 17, 2019 9:38 AM
To: Jonathan Mitchell; Christine Burns; Lori Davis
Subject: Re: Issues with Michigan township services
Attachments: misc scan 2.pdf; NEC 2017 Solar array code.pdf

Lori,
Greg asked that I give you a copy of the code section that refers to the construction documents and what the building Inspector can request (copy attached). As for the document I sent over as an example of what is needed... That was sent to show you this is what the building inspector will expect from the engineer or architect for prove that the roof loads will meet the minimum requirements. The initial request for drawings were because you also could have submitted plans showing the same information. Greg said he needs to have the drawings or statement for him to have the required information needed to move forward with this project. Also attached is the Electrical Code for Solar Array.

.
Cathy
MTSM
5855 Airline
Fruitport, MI 49415
PH - 231-865-3310
FX - 231-865-6191
www.michigantownshipservicesmuskegon.com

On Tuesday, April 16, 2019, 6:05:09 PM EDT, Lori Davis <reageanhatch@hotmail.com> wrote:

Good afternoon,

I am reading through this email chain and have several questions.

One, I keep hearing different requirements. In one of the previous emails in this chain, Mrs. Burns stated that we needed a "document similar to the one that is attached". From my understanding, the attached document that was sent by Cathy last week was only a letter stating that the roof was deemed safe. There were no attached documents of engineered drawings. If this is the case, I would be happy to provide this.

Two, what is the building code that is cited in the prior email? The building and electrical codes cannot be found in full on google and are actually books of code, the International Residential Code, National Electric Code, and the International Energy Conservation Code. I have found partials of codes regarding the photovoltaic solar program but not all. Please see the attached documents of what I have found so far.

Please answer my questions as soon as possible so I can better understand this situation and hopefully we can all move forward.

Thank you,

Lori Mitchell

From: Jonathan Mitchell <jbm011994@gmail.com>
Sent: Tuesday, April 16, 2019 3:49 PM
To: reageanhatch@Hotmail.com
Subject: Fwd: Issues with Michigan township services

----- Forwarded message -----
From: **MTSM** <mtsm@frontier.com>
Date: Tue, Apr 16, 2019 at 1:50 PM
Subject: Re: Issues with Michigan township services
To: Jonathan Mitchell <jbm011994@gmail.com>

Jonathan,

Christine Burns is the Spring Lake Village Manager. Her phone number is 616-842-1393

Greg
MTSM
5855 Airline
Fruitport, MI 49415
PH - 231-865-3310
FX - 231-865-6191
www.michigantownshipservicesmuskegon.com

On Tuesday, April 16, 2019, 12:30:11 PM EDT, Jonathan Mitchell <jbm011994@gmail.com> wrote:

Greg I'd like your bosses name and number!

On Apr 16, 2019, at 10:06, MTSM <mtsm@frontier.com> wrote:

Jonathan,

The information I am requesting is necessary for us to issue this permit, period. The burden of proof for the weight calculations of the additional roof loading is the applicants responsibility, not the building official. If you feel that I am incorrectly interpreting the code you have the option of going to the construction board of appeals. Christine or Mary can provide that contact information if you feel that is necessary.

Greg
MTSM
5855 Airline
Fruitport, MI 49415
PH - 231-865-3310
FX - 231-865-6191
www.michigantownshipservicesmuskegon.com

On Tuesday, April 16, 2019, 09:18:24 AM EDT, Christine Burns <christine@springlakevillage.org> wrote:

FYI...

-----Original Message-----

From: Jonathan Mitchell <jbm011994@gmail.com>
Sent: Tuesday, April 16, 2019 9:00 AM
To: Christine Burns <christine@springlakevillage.org>
Subject: Re: Issues with Michigan township services

I've contacted 3 structural engineers, a solar installer, and a engineer all saying this is absolutely unnecessary so once again I'm asking for the codes stating this or I'm assuming it's safe to put up!

> On Apr 16, 2019, at 08:56, Christine Burns <christine@springlakevillage.org> wrote:

>

> Mr. Mitchell,

>

> It is my understanding that you need to work with a P.E. to obtain a document similar to the one that is attached prior to being issued a building permit. Installation of the solar panels cannot take places until such time as someone has reviewed your roof structure and deemed it safe.

>

> While I do not have a copy of the building code for solar panels, I would expect that they are available via Google search, the company you have hired to install the panels is knowledgeable in that regard or the P.E. performing the field review has access to such.

>

> Sincerely,

>

> Chris

> Christine Burns

> Spring Lake Village Manager

> 102 W. Savidge

> Spring Lake, MI 49456

> P: 616.842.1393

> F: 616.847.1393

>

> -----Original Message-----

> From: Jonathan Mitchell <jbm011994@gmail.com>

> Sent: Tuesday, April 16, 2019 8:37 AM

> To: Mary Paparella <Mary@springlakevillage.org>

> Cc: Christine Burns <christine@springlakevillage.org>

> Subject: Issues with Michigan township services

>

> Hello, I was just curious if Michigan township services has been out of the office this past week? I sent them an email last Tuesday, April 9th expressing some of my concerns. I've yet to hear from them which only leaves me to believe they are blatantly ignoring my emails. I've had to resort to email only due to the fact that Greg mason's words have left me in this predicament so I have copies of what he is saying. Seems like anyone who has any authority in this town has the ability to manipulate, lie, beat around the bush! So now that it's come to this I'd like to give 24 more hours or I'm just going to assume my solar panels are safe to put up. I've asked four times now for any and all laws, or ordinances regarding the installation of a photovoltaic solar system and have yet to receive those as well, probably because there aren't any except the electrical portion of it. Also Ken has supplied me with the electrical codes so I don't need those. I'm specifically looking for the building requirements Thank you.

> <misc scan 2.pdf>



Virus-free. www.avg.com

Christine Burns

From: Mark Powers <mark.powers.jd@gmail.com>
Sent: Monday, May 6, 2019 4:12 PM
To: Christine Burns
Subject: Fwd: Dearborn investigates employee's Facebook post

----- Forwarded message -----

From: **Len Panther** <lpainter75@charter.net>
Date: Mon, May 6, 2019 at 3:47 PM
Subject: Dearborn investigates employee's Facebook post
To: <mark.powersjd@gmail.com>

Check out this article from The Detroit News:

Dearborn investigates employee's Facebook post

<https://www.detroitnews.com/story/news/local/wayne-county/2019/05/06/dearborn-investigates-employees-facebook-post/1120095001/>

Sent from my iPad

You might want to consider adopting a policy like this. What Christine Burns did wS unacceptable. She still wes my family an apology.

Christine Burns

From: Holly Cole <hcole@ghacf.org>
Sent: Tuesday, April 23, 2019 10:03 AM
To: Christine Burns
Cc: Adrienne Whisman
Subject: North Bank Communities Field of Interest Fund

Dear Chris,

Congratulations! Your grant proposal to the North Bank Communities Field of Interest Fund for **Tree Nursery Expansion Project has been approved for a \$2,000 grant award towards the Tree Stock.**

Please note we will be sending an official award letter and grant agreement which will require your signature via email next week.

Should you have any questions regarding your grant award, please do not hesitate to contact me.

Best,

Holly Cole

Holly Cole, MPA | Vice President of Grants & Program
Grand Haven Area Community Foundation | 1 S. Harbor Dr., Grand Haven, MI 49417
616.842.6378 | www.ghacf.org

[Watch our video](#) | [View our Annual Report](#)
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Connect with us on [Facebook](#), [Twitter](#), and [Instagram](#)

Christine Burns

From: WestMI CISMA <westmi-cisma@macd.org>
Sent: Wednesday, May 1, 2019 10:44 AM
To: Christine Burns
Subject: Invasive Species Service Agreement
Attachments: Village of Spring Lake 2019.pdf

Good Morning!

Please find your service agreement attached for invasive species treatment on your property.

2019 CHANGES:

The Ottawa Conservation District did not receive as much funding from MISGP as we asked for. A gap needs to be filled to compensate for lost funding. Therefore, we need your help. We are requesting payment on a per acre basis; this will translate with you spending a proportional amount of money to the amount of time our Strike Team dedicates to treating invasives on your property. Our minimum request per site is \$20.00. If you are not able to provide us with any monetary assistance due to financial limitations, please indicate so on your Landowner Agreement Form. The amount stated on your Landowner Agreement Form is a suggested service cost that we have deemed fair, but please contribute whatever amount you can to help us sustain this project. Those who pay the fee-for-service, apart from those with financial limitations, will be prioritized over those who do not.

WHAT YOU CAN DO:

You are receiving this letter because we treated your property last season and would be thrilled to continue working with you. One property owner/representative needs to sign a Landowner Agreement Form as well as provide payment for the suggested service cost. This agreement gives the Ottawa Conservation District permission to treat the specified species on the listed property with the indicated chemicals. Please return the attached Landowner Agreement Form with the proper signature and payment as soon as possible. It can be mailed/dropped off at:

Ottawa Conservation District 16731 Ferris St. Grand Haven, MI 49417

OR scanned and emailed to westmi-cisma@macd.org

Payments can be received via credit-card through our online store: www.squareup.com/store/striketeam

Those who return this form with payment will be prioritized for treatment. We are aiming to start treatments in June and continue through October. If this form and payment is not returned by the time treatments begin, we will attempt to follow-up with you if time allows. Signing this form without payment does not guarantee treatment.

Please feel free to contact me if you have any questions or concerns.

Thank you so much!



Jessica Crawford

--
Jessica Crawford
Program Coordinator

Ottawa Conservation District

16731 Ferris Street

Grand Haven, MI 49417

(616) 842-5852 Ext. 5

LANDOWNER AGREEMENT FORM FOR TREATMENT OF INVASIVE PLANTS

This Agreement is made this **4/29/2019**, by and between the Ottawa Conservation District, ("OCD")

And **Village of Spring Lake**, ("Customer"), whose address is:**210 S Buchanan St, Spring Lake, MI 49456**.

and is as follows:

1. Engagement.

a. Customer engages in agreement with OCD to treat invasive plants. OCD will be in possession of a State of Michigan Pesticide Application Business License and all applicators will be properly certified with the State of Michigan to apply pesticides for the treatment of target species.

2. Services.

- a. OCD will treat these invasive plant(s): **Japanese Knotweed**
- b. OCD will treat the invasive plants using 2, 4-D, Aminopyralid, Diquat, Glyphosate, Imazamox, Imazapic, Imazapyr, and/or Triclopyr herbicide. Herbicides will be applied according to manufacturer's directions for use or application.
- c. OCD will document the amount of herbicide used on the property.
- d. OCD will provide all equipment and herbicides necessary to complete the work.
- e. OCD will provide all required documentation and paperwork and will do this through hard copy or email.

3. Term.

The term of this contract runs through December 31, 2019 unless extended by the parties due to weather or other circumstances. Either party may terminate this Agreement by giving five days written notice to the other party. Customer is responsible for notifying OCD 15 days before the legal transfer of property deed or before they no longer have the requisite authority to permit the OCD to perform the services.

4. Payment.

Customer shall pay OCD **\$20.00** for its services. The expense for the treatment is covered by funding from the Michigan Invasive Species Grant Program administered by the Department of Natural Resources. **Payments can be received via credit-card through our online store: www.squareup.com/store/striketeam**

Customer is declaring financial limitations that affect customer's ability to contribute a minimum of \$20.00 to sustain the longevity of invasive species management on customer's property. YES NO

5. Authority of Customer and Obligations of Customer.

Customer is the owner of the property and/or has all the requisite authority to permit OCD to perform the services hereunder and to enter into this Agreement. Customer shall identify any areas that may be hazardous or dangerous for OCD's employees or agents.

6. Insurance.

- a. OCD agrees to maintain commercial general liability insurance, worker's compensation insurance on its employees and automobile liability insurance covering its vehicles.
- b. Customer shall maintain home owner's insurance.

7. Limitation of Warranties and Limitation of Liability.

OCD makes no warranties, express or implied in connection with its services rendered hereunder. OCD's liability for any damages arising hereunder shall be limited to the extent of coverage or its fee earned hereunder. OCD shall not be liable for incidental or consequential damages resulting from the services provided hereunder.

8. Indemnification.

a. OCD shall indemnify and save harmless the Customer from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of OCD, its employees or agents in performing this Agreement.

b. Customer shall defend and indemnify and save harmless OCD, its officers, employees and agents from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of Customer, its employees or agents in performing this Agreement. This provision shall survive the termination of this Agreement.

9. General Provisions.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior agreements or negotiations between the parties. This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement or the agreement delivered pursuant to it and that is signed by the party against whom enforcement of any such amendment, supplement, or modification is sought. This Agreement shall inure to the benefit of, and be binding on, the named parties and their respective heirs, successors and assigns, but not any other person. Any provision of this Agreement which has been declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the parties defaults on the performance of any of the terms of this Agreement or either party places enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all of its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be in Ottawa County, Michigan.

In witness whereof, the parties have executed this Agreement on the date set forth above.

**OCD
OTTAWA CONSERVATION DISTRICT**

By: 
Drew Rayner
WMCISMA Coordinator
Ottawa Conservation District
16731 Ferris Street
Grand Haven, MI 49417
Phone: (616) 402-9608

CUSTOMER- Please copy this form for your records prior to returning.

Customers Name:

Customers Signature:

Phone:

Email:

Notes to Applicators:

OCD- Fill out subsequent to treatment.

Applicators:

Chemical Used:

Date/Time:

Precautionary Warnings:

Christine Burns

From: North Ottawa Community Health System <cfrazier@noch.org>
Sent: Friday, May 3, 2019 2:21 PM
To: Christine Burns
Subject: NOCHS Headline News: May



A Proud Legacy – Celebrating Our 100th Anniversary

A note from our CEO, Shellee Yaklin

One of the pleasures of living in a tight-knit community is that deep sense of belonging that people feel, especially after they have been there a while. As we celebrate our 100th anniversary this year, we are honoring many facets of belonging through our theme, “We are One (hundred).” [Read More.](#)



The Best Image with Less Radiation – 3D Tomosynthesis for Breast Cancer Screening

NOCHS has the only 3D Tomosynthesis (“tomo”) system that offers the least amount of radiation. Our new 3D tomo system provides the best images available, with the least radiation exposure, and the most comfortable compression. This high-tech diagnostic technology complements our much-heralded nurse navigation program and on-site Radiologists who provide the most comprehensive care, quickly and personally. [Read more.](#)



Save the Date

Join Us For a Party! – Thursday, June 13 at 7:30 PM, Lynne Sherwood Waterfront Stadium

Celebrate our 100 years with a night of free family fun! The first 200 guests receive free t-shirts, sound-activated glow bracelets to go along with the live music by the Fred Knapp Band, and Sweet Temptations Ice Cream! Eric Kaelin from 103.5 WAWL FM will broadcast the event live as well! THEN stay for the Musical Fountain with a special tribute to NOCHS' Centennial Anniversary!

Thank you to our Presenting Sponsors: [Blue Cross Blue Shield of Michigan](#) and [HealthBridge](#).

Thanks also to these generous sponsors: Varnum LLP, Macatawa Bank, Mercy Health, Noto's at the Bil-Mar, Mike and Liz Novakoski, Findley, Inc., Steve and Tami Harvey, Judith W. Hooyenga, Jbara and Rogers Financial Management Group at Morgan Stanley, Sweet Temptations, Greg and Shelleye Yaklin, Architectural Hardware Company, CliftonLarsenAllen LLP, James Mankoski, Chamber of Commerce, City of Grand Haven, Custom Service Printers, Inc., Loutit District Library, Sweet Temptations, Tri-Cities Historical Museum and WAWL: Tri-Cities Broadcasting.



Adverse Childhood Experiences (ACEs) Town Hall Meeting

What are **Adverse Childhood Experiences**? Traumatic or stressful **childhood** events such as abuse, neglect, and household dysfunction. **Experiences** like crime, parental conflict, mental illness, substance abuse and beyond can result in long-term negative effects on learning, behavior and health outcomes across the life span. A panel presentation of local experts; Dr. Angela May, NOCHS Pediatrics; Leigh Moerdyke, Arbor Circle/SCAN Council; Ann Heerde, LMSW, OC CMH; Ria Nieboer, LMSW CAADC, Pine Rest; Jodi Spicer, Master ACEs Trainer, DHHS; Dr. Donna Lowry, Ready for School will provide information on this fascinating topic. Come learn our community plan to address and prevent this prioritized public health crisis. [Learn more here.](#)



RunStrong 5K 2019

Join Generation Care on July 12 for the 2019 RunSTRONG® 5k held in Grand Haven! There will be a Tot Trot for children, age group awards for the 5k and an after party to celebrate! The course is flat, fast and USATF certified. All proceeds from the race will benefit the amazing North Ottawa Community Health System [Pediatric Rehab](#) program. [Register Here.](#)

SEMINARS
& EVENTS

May Seminars

We have several free seminars - be sure to reserve your seat for our seminars about Low Vision, Foot Pain, Managing Chronic Pain, Living with COPD, Women's Health, Mako Joint Replacements and Weight Loss. [See them all here.](#)

get better.  North Ottawa Community Health System



[Privacy Policy](#) | [Unsubscribe](#)

[North Ottawa Community Health System](#)
1309 Sheldon Road, Grand Haven, MI 49417

Christine Burns

From: Tim Smith <tsmith@occca.org>
Sent: Thursday, May 2, 2019 2:06 PM
To: AdminStaff911; dispatchers; Andrea Kacprzyk; Babinec, Sinka; Bob Buursma; Bonnie Suchecki; Brad Dirkse; Brandon DeHaan; bsipe@springlaketwp.org; Chris Karish; Chris Tinney; Christine Burns; Craig Bessenger; Dan Hamming (dhamming@georgetown-mi.gov); Dennis Rosel (cfd391@hotmail.com); Denny Luce (dluce@miottawa.org); Derek Christensen (DChristensen@miottawa.org); Dick Mohr; Donna Kempf-Barnes; Duane Medima; Duane Wolters; Dwight Sheridan; Fire Chief Jim Kohsel (jimk@hct.holland.mi.us); Fire SOP Group; Frank Garcia; Glen Nykamp; Gordon Gallagher (ggallagher@springlaketwp.org); Howard Baumann; Janice Redding; Jason Kik; Jeff Stoll; jhawke@grandhaven.org; Jim Bonamy (jbonamy@grandhaven.org); John Kriger (jkriger@crockeryfire.org); John Nash; John Shay (jshay@miottawa.org); Jonathan Seyferth (jseyferth@cityofcooperville.com); Josh Mausolf; jwolffis@miottawa.org; Keith Van Beek (k.vanbeek@cityofholland.com); Kelly Kuiper; Kevin Cisler (kcisler@ci.zeeland.mi.us); Kurt Gernaat (Firechief@blendontownship-mi.gov); Larry Redder; Leon Stille; Matt Messer (m.messer@cityofholland.com); mbennett@miottawa.org; Meagan Ross; Megan Chapman; Mike Keefe; Mike Olthof (olthofmichael@att.net); Missy Stafford; Mitch Harsevoort (mharsevoort@cityofzeeland.com); N.DeBoer@cityofholland.com; Nick Bonstell (nbonstell@miottawa.org); Pam Suchecki; Paul Van Velzen; Phil Hunderman (phil.hunderman@zctfd.org); r.walters@cityofholland.com; Rich Szczepanek (richs@omcba.org); rtease@miottawa.org; Scott Brovont (SBrovont@miottawa.org); Scott Gamby; Scott Schoolcraft; Steve Kempker (skempker@miottawa.org); Tallmadge Fire; Tim Jungel (tjungel@cityofzeeland.com); Tim Klunder (citymgr@cityofzeeland.com); Toby VanEss; Tom Gerencer; Val Weiss (vweiss@miottawa.org); Duane Miedema (jfd1490@djsl.us); Ross Tibbets; Alan Vanderberg; Chris McIntyre (mcintirc@michigan.gov); Patrick McGinnis; Randy Meppellink (rmeppellink@miottawa.org); Donna Kempf-Barnes; Kevin Walk; Tammy Smith; Tim Smith
Subject: OCCDA recognized nationally for technology use

OCCDA was nominated for and received an award from CSO50 this year. This was awarded to OCCDA based on the innovative ways the dispatchers have leveraged technology to improve business results.

Specifically the use of Smart911 CHAT (outbound texting) capabilities within Smart911.

This includes the use of Smart911 Chat for:

- Resolving a significant amount of dropped / hang up 911 calls, alleviating the need to send Law resources to chase 3,182 drop calls out of 11,904 dropped calls in 2018. 26.7% of all dropped calls in 2018.
- Using Smart911 Chat when parties involved in domestic calls were not able to talk on the phone without endangering themselves, and providing this information to Law Enforcement prior to arrival on the scene.
- Reaching out to suicidal subjects based on 3rd party calls using Smart911 Chat and providing help to the suicidal individuals.
- Using Smart911 Chat during a homicide / hostage situation and providing real-time situational updates to Law Enforcement on scene, preventing additional casualties.

A great job by all of our Dispatchers!!!!!!

About the CSO50 Awards

Launched in 2013, the CSO50 Awards recognizes 50 organizations for security projects and initiatives that demonstrate outstanding business value. The CSO50 Awards are scored according to a uniform set of criteria by a panel of judges that includes security leaders, industry experts and academics. Awards will be presented at the CSO50 Conference + Awards.



For your information.

Thanks

Tim

Timothy Smith

Executive Director

Ottawa County Central Dispatch Authority
12101 Stanton Street
West Olive, Michigan 49460
Office - 616-994-7800
Fax – 616-994-7801



Christine Burns

From: Jennifer Howland <jhowland@grandhaven.org>
Sent: Friday, April 26, 2019 9:32 AM
To: Patrick McGinnis; Christine Burns
Subject: FW: Meeting attendance?

We don't often have applicants take the time to say "thank you" so I am passing this along. It's referencing a SLV PC meeting earlier this week when I noticed Drorit wasn't present yet.

From: dgelbard@charter.net [mailto:dgelbard@charter.net]
Sent: Thursday, April 25, 2019 9:04 PM
To: Jennifer Howland
Subject: RE: Meeting attendance?

Hi Dear Jennifer,

I cannot begin to describe how much I appreciated your help on Tuesday by texting and emailing me about the meeting attendance. You knew that if I do not show up then something is wrong so you took the extra step to reach me. This kindness is not something you expect and again I wanted to express how much I appreciate it. Indeed I had a super stressful month with house renovation and preparation for 26 family members who visited close to a week for the holiday. They left Tuesday, the same day of the meeting and it left me very little time to review the "right of way" and prepare other topics before the meeting.

Again, I am so grateful for your kindness and very happy from the outcome.

It was worth all the invested effort.

Best regards to you and to your loved ones.

Drorit

From: "Jennifer Howland"
To: "dgelbard@charter.net"
Cc:
Sent: Tuesday April 23 2019 6:09:48PM
Subject: Meeting attendance?

Hi there. Are you coming to the meeting at Barber School? It started at 7pm.

Sent from my iPhone

Christine Burns

From: Christine Burns
Sent: Wednesday, April 24, 2019 8:32 AM
To: Robert Mersereau; Jennifer Howland; Maryann Fonkert; Lukas Hill
Cc: Rob Mersereau
Subject: RE: Thanks for making the Short Term Rental process work!

If only all of our folks were as easy to work with as you two were! Thanks for being thoughtful and reasonable in your approach. Providing solutions, not just complaints, always seems to yield better results for all concerned 😊. Sorry we move at the speed of government, but I'm glad you're up and running for the 2019 season!

-----Original Message-----

From: Robert Mersereau <mersereb@yahoo.com>
Sent: Wednesday, April 24, 2019 7:24 AM
To: Jennifer Howland <jennifer@springlakevillage.org>; Maryann Fonkert <Maryann@springlakevillage.org>; Christine Burns <christine@springlakevillage.org>; Lukas Hill <LHill@springlaketwp.org>
Cc: Rob Mersereau <rmerse@gmail.com>
Subject: Thanks for making the Short Term Rental process work!

We appreciate the efforts of everyone involved in making Short Term Rental legal in Spring Lake. This process has been a good example of local government at work!

Bob and Rob Mersereau

May 6, 2019

Hello Lukas,

Thank you for taking the time to meet with Theresa and me last Friday. The information you shared was very beneficial and will help guide us with the future designs for the little house on Dixie. While we are not sure exactly how we will proceed just yet, your insight offered to me a much better understanding to make a confident decision. I really appreciate it!

Spring Lake is lucky to have you!

Best regards,
Claudine Tronhin



APR 29 2019

Received

221 3rd Ave SE Ste 300
P. O. Box 3265
Cedar Rapids, IA 52401
Fax: 319-790-1374

City of Spring Lake
102 W. Savidge Street
Spring Lake, MI 49456

Notification of: Yellowbook's Muskegon-Grand Haven, MI Directory

Dear City Mayor/City Manager:

I am mailing information about our upcoming Yellowbook phone book delivery of the **Muskegon-Grand Haven, MI** directory. During this time, Spring Lake will see an increase in phone books in the curbside and drop point recycling containers. As you may already know, the Yellowbook is 100% recyclable. I just want to provide the city with advance notice of the deliveries and also contact information in case the city or your residents have any questions.

Below is the information regarding our upcoming delivery:

Directory – **Muskegon-Grand Haven, MI**

Approximate Delivery Start Date – **5/6/2019**

Approximate Delivery End Date – **6/4/2019**

Yellowbook Market Manager – **Jeff Schons**

Yellowbook Market Manager Contact Number – **630-235-5945**

To order additional Yellowbook directories, please call **1-800-YB Yellow (1-800-929-3556)**. Your residents have the choice about future phone book directories. **Residents can opt-out by visiting www.yellowpagesoptout.com.**

Do not hesitate to contact the Market Manager with any questions or concerns. Feel free to forward or post this information.

Sincerely,

Yellowbook Distribution



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

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

www.springlakevillage.org

May 1, 2019

HB 4046 – Short-term rentals

Prior to 2019, Village of Spring Lake ordinances prohibited short-term rentals (STR). While we were aware that short-term rentals existed, we turned a blind-eye to them, as they had not been problematic. Short-term rentals *were* part of our rental inspection program, so we were confident the rentals were safe to occupy. Everything was fine....until it wasn't. We had one STR that started generating complaints. Hordes of people were occupying a small, lake-front property with 2 only parking spaces. Complaints ranged from renters urinating off a neighbor's dock, to lighting off fireworks on prohibited days, to commandeering a neighbor's water trampoline. The straw that broke the camel's back was when a contiguous neighbor, a Vietnam veteran with diagnosis PTSD who has been a well-known and respected member of our Village, was fishing off the pier next to the short-term rental, when the renters began harassing him. This is when Council was forced to address the STR issue. The property owners who operate reputable STRs asked Council if they could assist with the crafting the new ordinance; Council agreed. Several thoughtful, intelligent, well-spoken individuals worked with Village staff, the Planning Commission and Village Council to draft language that we felt everyone could live with. There is now a minimum lot size requirement, along with required on-site parking, and minimum room size (no more converting large walk-in closets into "bedrooms"). At every turn, property owners have complimented the Village on the process to obtain public comment and seek input from both landlords and neighbors, with the understanding that we have to balance the property rights off both sides of the equation. On Tuesday, April 23, 2019 the first 2 STR applications were approved by the Planning Commission. Within a year, we went from an ordinance that *prohibited* short-term rentals to an ordinance that *allows* short-term rentals with rules that benefit all property owners. We are a community of 2,323 people who know what is best for our residents. We do not need people in Lansing mandating what will and will not work for our water-front community. What works in East Lansing or Traverse City will likely not apply to Spring Lake; we are simply too different for you to assume that "one size fits all". Spring Lake, like many other communities, have gone about addressing short-term rentals in a very orderly and thoughtful manner. This legislation is an attack on local democracy, and if enacted sets the stage for many more zoning preemptions.

Sincerely,

Christine Burns
Village Manager



Tribune file photo/Becky Vargo

1 / 1 A big crowd turned out to hear Spring Lake Township discuss short-term rentals.



VILLAGE OF SPRING LAKE

Village loosens its short-term rental rules

MARIE HAVENGA • APR 3, 2019 AT 7:00 AM

mhavenga@grandhaventribune.com

Unlike neighboring communities who recently have been tightening the screws on short-term rental uses, the Village of Spring Lake is loosening its regulations.

Continued on pages 2 + 3

In the past, short-term rentals were not allowed in the village. At all. In any zoning district.

Village officials were aware that some people were renting homes on a short-term basis, but the village chose not to police these violations unless there were complaints.

"It was not listed as a permitted use, so it had been prohibited that way," explained village planner Jennifer Howland.

After a series of meetings with landlords and residents, the Village Council voted late last month to allow short-term rentals in residential districts. The vote was unanimous.

"In certain zoning districts, if you want a short-term rental, you have to apply for a special-use permit with the (village's) Planning Commission," Howland said. "... Most of the areas where there's a residential use, it's allowable."

Which means short-term rentals are allowed in almost every area of the village, except in the eastern entryway district and office districts. The application fee is \$425.

Howland said both the Planning Commission and the Village Council expressed interest in changing the village's short-term rental rules.

"There was a group of well-spoken residents in the community that were supportive of it and we didn't really have any negative comments in the process," she said. "It went very smoothly. The group of people most involved in the process were well organized and they came to the meetings together and had one or more spokespeople."

According to village statute, a rental for less than 28 days in any calendar year is considered a short-term rental. The new ordinance has no minimum stay requirement, meaning someone could rent a home for just one night.

Howland, who is also the planner for the City of Grand Haven, said it appeared to be a more difficult process for Grand Haven, which recently restricted rights of property owners when it comes to short-term rentals.

"With the village, it didn't get much opposition, if any," she said. "As long as it reflects the wishes of the community, then I'm happy."

Having short-term rentals available could bring more visitors to the community.

"Of course, it's a great community," Howland said of the village. "It's a very walkable area. I'm sure people would want to visit here. There are several property owners in town who are interested in renting out their homes to visitors. It's nice to have visitors. It could increase the vibrancy of the community in the summer months."

Village President Mark Powers said overhauling short-term rental rules has been a long process.

"This is the one we've done to death," he said. "It's gone through all the hoops and backflips we'd expect from the show. Everyone feels like they had some input. We will not be overly restrictive, nor are we going to turn into some sort of Fort Lauderdale in the spring. The process worked out quite well."

Christine Burns

From: Robert Mersereau <mersereb@yahoo.com>
Sent: Wednesday, April 24, 2019 7:24 AM
To: Jennifer Howland; Maryann Fonkert; Christine Burns; Lukas Hill
Cc: Rob Mersereau
Subject: Thanks for making the Short Term Rental process work!

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Subject: FW: Meeting attendance?

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~~Again, I am so grateful for your kindness and very happy from the outcome.~~

~~It was worth all the invested effort.~~

Best regards to you and to your loved ones.

Drorit



DRAFT MINUTES

**Monday, April 15, 2019
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, Van Strate.

Absent: Hanks and TePastte

Motion by **Miller**, second from **Van Strate**, to excuse the absence of Hanks and TePastte.

Yes: 5 No: 0

4. Approval of the Agenda

Motion by **Petrus**, second from **Miller**, to approve the agenda with the addition of Item I. A Request for approval of the Local Governing Body of a Resolution for Charitable Gaming Licenses required by the Michigan Charitable Gaming Commission to the Consent Agenda.

Yes: 5 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 60453-60497 and electronic payment 34) in the amount of \$308,006.61.

B. Approved the minutes for the March 11, 2019 work session and the March 18, 2019 regular Council meeting.

C. Approved Resolution 2019 – 12, a Resolution approving an Interfund Advance from the Water Fund to the Sewer Fund for an amount not to exceed \$300,000.

D. Approved the public hearing for the budget adoption for June 10, 2019 at 7:00

p.m. at Barber School.

- E. Approved budget adjustments to the 2018/2019 fiscal year budget.
- F. Approved a policy regarding mailbox replacement.
- G. Approved a Memorandum of Understanding with MDOT for trunkline maintenance.
- H. Approved the use of the Mill Point Park pavilion on May 6, 2019 by Little Lakers Learning Center.
- I. Approved a Resolution for Charitable Gaming Licenses required by the Michigan Charitable Gaming Commission.

Motion by **Duer**, second from **Miller**, to approve the Consent Agenda with the addition of item I.

Yes: 5

No: 0

6. General Business

A. Recognition – Deputy Clerk Maryann Fonkert

Ms. Maryann Fonkert recently received the designation of Certified Michigan Municipal Clerk (CMCC) by the Michigan Association of Municipal Clerks. To earn the CMCC designation, a Municipal Clerk must attend extensive education programs. The CMCC designation also requires pertinent experience in a municipality. The CMCC program prepares the applicants to meet the challenges of the complex role of the Municipal Clerk by providing them with quality education in partnership with institutions of higher learning.

President **Powers** congratulated and presented Deputy Clerk Fonkert with her CMCC plaque.

B. Recognition – Deputy Treasurer Lori Spelde

Deputy Treasurer Lori Spelde has completed the Michigan Municipal Treasurers Association requirements to obtain her Michigan Certified Professional Treasurer designation. There are 100 hours of instruction over a wide array of topics ensure that every graduate has a thorough introduction and understanding of municipal treasury. The program is designed to enhance the overall job performance of treasurers in both small and large municipalities.

President **Powers** congratulated and presented Deputy Treasurer Spelde with her MCPT plaque.

7. Department Reports

A. Village Manager – Manager **Burns** apologized for her recent use of slang on social media that could be considered offensive by community members that she held dear to her heart. **Burns** said that in her mind the term, while very childish, meant something different. A Google search found dozens of definitions, one of which referenced developmentally disabled people. **Burns** said that she and her husband have served as coaches for Special Olympics, are financial contributors to Gracious Grounds and have a son with Autism Spectrum Disorder and that she, of all people, should have known better, and for that she was sorry and would like to offer an apology.

B. Clerk/Treasurer/Finance Director

C. OCSO

D. Fire – **Burns** reported that Chief Sipe would like to attend the May 20, 2019 meeting to present his annual report.

E. 911

F. DPW – **Burns** reported that the collaboration with Spring Lake Township was going very well and they were pleased with the teamwork they were seeing from both sides.

G. Building

H. Ambulance

I. Sewer

J. Minutes from Various Board & Committees

1. **Parks & Recreation (03/04/19)**

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 – No additions.

11. Statement of Citizens – The following people spoke during Statements of Citizens regarding the fake Village Facebook page and a recent Facebook post by Village Manager Christine Burns.

- Lee Painter, 371 S Lake Ave
- Lee Schuitema, 408 W Exchange St
- Nolan Converse, 1870 148th Ave
- Hope Kavos, 208 South St
- Lou Loseth, 749 Winter St
- Gordon Gallagher, 211 N Fruitport Rd
- Karen Chalupa, 115 Prospect
- Patti Eddington, 806 River St
- Chris Sutherland, 105 S Lake Ave

Before the meeting adjourned President **Powers** stated that having known Ms. Burns and Sgt. Kik for quite some time, he could say good things about them and thought they cared about this community and, in his experience, they try to do the right thing. President **Powers** said this was the first time he had seen Mr. Painter, but having looked at his Facebook page, he thought he understood him, at least as much as he could with what little he knew. President **Powers** followed a couple of Twitter accounts that were satire pages and that he found amusing and that satire was a part of a grand tradition of literature, so he thought what Mr. Painter was trying to do was reach out to his community in some way. President **Powers** said that when he looked at this issue, he felt a sense of a Greek-like tragedy where decent people interacted in a way that caused a very unpleasant outcome. At present, he did not see any broken bodies or empty wallets, but he did see something in a small town that had caused a great deal of pain, but the kind of pain that could be addressed in a relatively straight forward and honest way and hopefully a moving past it by everyone with a little bit of faith, decency and a bit of forgiveness. President **Powers** said that if this community or government had treated Mr. Painter poorly, then he felt bad about that and he was very sorry and hoped that Mr. Painter would not hold it against this community. Spring Lake was a wonderful place to live filled with decent people, including Mr. Painter, Ms. Burns and Sgt. Kik. In closing, President **Powers** asked, over the next few weeks, if everyone could find it in themselves to not be enemies and to move past this event.

12. Adjournment

Motion by **Van Strate**, second from **Duer**, Village Council adjourned the meeting at 7:35 p.m.

Yes: 5 No: 0

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk



Village of Spring Lake

Draft Council Work Session Minutes

April 8, 2019

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. Water/Sewer Rate Study (Marv Hinga)

Andy Campbell, CPA from Baker Tilly, was in attendance to discuss the findings of the water/sewer rate study that was recently completed as part of the SAW grant. There was considerable discussion regarding summer sewer credits, how to pay for the much-needed improvements and the obligation to evaluate rate increases based on Village infrastructure and not necessarily compare our community to others that have newer infrastructure.

2. Interfund Advance for Infrastructure Improvements (Marv Hinga)

Marv explained how an interfund advance works and recommended that Council approve up to a \$300,000 advance from the water to the sewer fund in order to complete some necessary infrastructure projects this calendar year. Council agreed on an interest rate of 2.5% for repayment.

3. Preliminary General Fund Budget Discussion (Marv Hinga)

The preliminary GF budget was distributed at the meeting. Marv hit the high points and explained the focus of staff's time over the next several years will be on water/sewer infrastructure projects.

4. Set Public Hearing for Budget Adoption

The public hearing for the adoption of the 2019/2020 Fiscal Year budget will take place on June 10, 2019 at 7:00 p.m. at Barber School. The public notice was attached for Council review with the millage rates reflecting a slight increase in the operating millage and a slight decrease in the debt millage from the previous fiscal year. This results in no net change from the previous year.

5. Budget Adjustments

Marv Hinga reported that since Joel was in Florida and Michelle was extremely busy with tax day approaching that a finance committee

meeting was not held immediately prior to the work session. He detailed each budget adjustments for Council review. Council asked that this item be placed on the consent agenda.

6. Downtown Redevelopment Update

The Village Manager updated Council on the latest happenings with the Epicurean Village project.

7. Mill Point Park/Tanglefoot Park Master Plan

The Village Manager updated Council on the latest happenings with the master plan project. The next committee meeting would take place on April 29th and the reveal to the public would take place during the Village Adventure. Community Engagement meetings would be held after that.

8. DPW Collaboration Update

Wally Delamater briefed Council on how the merger was going and the structure that had been established. There was a learning curve regarding the tracking of time and the accounting associated with the equipment rental, but all was going rather well.

9. Mailbox Replacement Policy

Wally Delamater explained that the Village had no written policy regarding the replacement of mailboxes damaged during plowing season. This policy served to solidify how mailbox replacement was handled.

10. Memorandum of Understanding, MDOT Trunkline Maintenance

Marv Hinga briefed Council on the Memorandum of Understanding. Council requested this item be placed on the consent agenda.

11. Raffle License

The Chamber of Commerce needed Council's blessing to apply for a raffle license for the Grub & Brew Fest being held on April 27, 2019. Council asked that this item be placed on the consent agenda.

12. Mill Point Park Usage

Little Lakers Learning Center would like to reserve the pavilion at Mill Point Park on May 6, 2019 from 4-8 p.m. Council asked that this item be placed on the consent agenda.

13. Grant Opportunities

- North Bank Communities Fund
- Consumers Energy – Put Your Town on the Map
- MSHDA

14. Communications

- Compliment (MacLachlan)
- Library Calendar (April)
- NOCH Newsletter
- Zoning Ordinance Open Houses

15. Minutes

Minutes of the March 11, 2019 Work Session and March 18, 2019 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to April 12, 2019.

16. Public Comment

There was no public comment.

17. Adjournment: There being no further business, the meeting adjourned at 9:30 p.m.

Mark Powers, Village President

Christine Burns, Village Manager