

Village of Spring Lake

Council Work Session

August 12, 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. – Solar Proposal (Bill Cousins)</p> <p>Earlier this year, the City of Ferrysburg installed solar panels on the roof of City Hall using Charthouse Energy. The results have been favorable. Mr. Cousins has been working with Charthouse Energy in order to obtain a proposal to install panels on the roof of Village Hall and the DPW building.</p>
2	<p>7:15 p.m. – Proposed License Agreement (206 N. Buchanan)</p> <p>Attorney Ron Bultje drafted two proposed licenses for the use of the property located at 206 N. Buchanan where a tennis court has encroached on Village property for a number of years. The property owner, Mr. Mike Armour, would like to memorialize the arrangement with the Village. The first draft of the agreement includes language regarding the tree trimming, is non-transferable and has termination language. Mr. Armour prefers language in the 2nd draft that eliminates the tree trimming language and language about the termination (60 days) and allows the license to transfer to the next property owner, should he wish to sell. Mr. Armour has been invited to the work session to discuss these details with Council.</p>
3	<p>7:25 p.m. – Sesquicentennial Update (Sherron Collins & Elizabeth Schultheis)</p> <p>The Village's upcoming Sesquicentennial celebration is being planned by members of the Historic Conservation Commission. Members will be present to provide an update on the festivities.</p>
4	<p>7:30 p.m. – Central Park Usage (Spring Lake Fire Department)</p> <p>Due to the ongoing high-water levels, the SLFD would like to hold their annual open house at Central Park instead of Mill Point Park. They would like to use the park from 1:00 p.m. until 9:00 p.m. on September 19, 2019. Council is invited to participate.</p>
5	<p>7:35 p.m. – Real Estate Donation (109 S. Jackson)</p> <p>Attached please find documents for the donation of property located at 109 S. Jackson Street from Savidge Three, LLC to the Village of Spring Lake. These documents were drafted by Johnny Pinjuv (Warner, Norcross & Judd) and review by Brad Fisher (Scholten Fant).</p>

6	<p>7:45 p.m. – Real Estate Exchange (102 W. Savidge)</p> <p>Attached please find an agreement for the exchange of property related to Village Hall. Key points:</p> <ul style="list-style-type: none"> • The Village wishes to grant ownership of a 2’ strip of property along the west boundary of Village Hall to Savidge Two, LLC so that Epicurean Village may be constructed lot-line to lot-line. • Many years ago, the Village’s generator and enclosure were mistakenly constructed on property currently owned by Savidge Two, LLC. Savidge Two LLC is granting ownership of that property to the Village. The error was discovered while the surveyors were on site for the above mentioned 2’ strip of land. • The southern boundary of Village Hall in encroaching on property owned by Savidge Two, LLC. Now would be an ideal time to clean up that boundary description. • Part of parcel 382-008 currently belongs to Savidge Two, LLC. That is the location of the installation of the communication lines for Epicurean Village. In order for the communication lines to be governed by the Metro Act, they need to be on public property. Savidge Two, LLC would like to transfer ownership to the Village. • The Village owns property 382-028 and wishes to grant Savidge Two, LLC a 30-license to use the property for outdoor dining and gathering space.
7	<p>7:55 p.m. – Holiday Inn Lift Station (Wally Delamater)</p> <p>Attached please find a proposal from Moore & Bruggink for design engineering services for the Holiday Inn lift station project.</p>
8	<p>8:00 p.m. – S. Lake Street Lift Station (Wally Delamater)</p> <p>Attached please find a proposal from Moore & Bruggink for design engineering services for the S. Lake Street lift station project.</p>
9	<p>8:05 p.m. – Street Administrator Resolution</p> <p>DPW Foreman Ben VanHoeven has accepted a position as the director of a DPW in a neighboring community. It is necessary to name a new Street Superintendent (<i>resolution attached</i>).</p>
10	<p>8:07 p.m. – Preventative Maintenance (Barber School & Village Hall)</p> <p>It is a challenge for staff to identify and perform routine maintenance at Village Hall and Barber School. Staff obtained quotes from American Repair Maintenance, 114 W. Savidge, to perform quarterly routine maintenance at both facilities (<i>quotes attached</i>). Unfortunately, this PM is not a budgeted expense and would require a budget amendment for FY 19/20 should it be adopted.</p>

11	<p>8:12 p.m. – Preventative Maintenance Agreement (Generators)</p> <p>Currently, the Village does not have a PM agreement for any of our generators. DPW Director Wally Delamater obtained quotes for a PM plan for ALL Village generators (attached). Unfortunately, this PM is not a budgeted expense and would require a budget amendment for FY 19/20 should it be adopted.</p>
12	<p>8:17 p.m. – Coast Guard Festival Discussion</p> <p>Attached please find the Letter of Understanding regarding the Village’s participation in the annual Coast Guard Festival.</p>
13	<p>8:20 p.m. – Progressive AE Estimates for Park Development</p> <p>At the July work session, staff was directed to obtain quotes from Progressive AE to perform an analysis on the costs associated with redeveloping Tanglefoot and Mill Point Parks, as well as prepare us to submit a MIDNRTF grant application in the spring of 2020. That proposal is attached.</p>
14	<p>8:27 p.m. – Buena Vista Traffic Concern</p> <p>At the July work session, a resident approached Council about the installation of a speed bump along Buena Vista. At that time, Wally Delamater expressed concerns over the long-term, unintended consequences of doing such. Staff contacted traffic engineer Pete LaMourie for an estimate to perform a traffic study and to obtain his opinion (<i>attached</i>).</p>
15	<p>8:33 p.m. – Maintaining Private Property</p> <p>The Village received a complaint from a property owner that the Village was not adequately maintaining his property (see attached correspondence). According to DPW staff, the Village has not been actively maintaining his property for quite some time. If staff were in the area, they might spray for weeds in cracks (or they might not), but there was no formal arrangement in place in recent history. The property owner feels that a parking easement requires the Village to maintain his property. As you can see by the attached document, the Village <i>may</i> maintain but is not <i>required</i> to do so (per our attorney’s opinion). Staff is looking for Council to indicate their desire to maintain private property (or not) so that we can convey that information to the property owner.</p>
16	<p>8:48 p.m. – Ottawa County Sheriff’s Office (OCSO) Contract Amendments</p> <p>OCSO is standardizing their contracts across all units and have made a few changes in how they calculate pass thru costs. Managers from both Ferrysburg and Spring Lake met with the Sheriff and Undersheriff and agreed that the proposed changes will make the budgeting process easier for the local municipalities and OCSO.</p>

17	8:52 p.m. – Budget Adjustments
18	8:52 p.m. – High Water Levels Update (Wally Delamater)
19	8:54 p.m. – Communications <ul style="list-style-type: none"> • Complaint (Barfield) • Complaint (Baumann) • Complaint (Goer) • Complaint (Zellar) • Convention & Visitors Bureau newsletter
20	8:56 p.m. - Minutes Minutes of the July 8, 2019 Work Session and July 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 August 16, 2019.
21	8:57 p.m. - Public Comment Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes.
22	9:00 p.m. – Adjourn

Solar Project Term Sheet

Building Owner (Lessee): Village of Spring Lake
Building Address: 102 W. Savidge, Spring Lake, MI 49546

System Developer (Lessor): Energy Conservation Source
200 Viridian Drive, Muskegon, MI 49440

Contract agreement:

Lease begins:

Lease term: 20 years with options for multiple 5 year extensions

Equipment subject to lease: Photovoltaic (PV) electrical system

PV system size: 51 kW DC

Estimated system production: 58,000 kWh/yr

Estimated system production value (avoided electrical expense): \$7,700/yr

The Village of Spring Lake pays 90% of estimated avoided electrical expense, for first 5 years, and 70% of estimated avoided electrical expense every year thereafter.

System avoided electrical expense trailing year annually adjusted.

Village of Spring Lake will own all the SRECs (Solar Renewable Energy Certificates) generated by the PV system.

SOLAR EQUIPMENT LEASE
Energy Conservation Source and Village of Spring Lake

THIS EQUIPMENT LEASE (the "Lease") is made this _____ by and between Energy Conservation Source (the "Lessor") and Village of Spring Lake (the "Lessee").

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment as described in Exhibit A (the "Equipment").

- a. The physical space where the Solar Equipment is to be installed (the "Space") shall include access ways for wiring, meters and necessary hook ups to Lessee's premises.
- b. The Space is located on two different roofs, both covered on one lease agreement; one at the Spring Lake Village Hall located at 102 S. Savidge St, Spring Lake, MI, 49456; the other at the DPW building, located at 210 S. Buchanan St., Spring Lake, MI 49456 (the "Building"). The portion of the roof to be included in the Space shall be at the reasonable discretion of Lessor and subject to the approval of Lessee, which shall not be unreasonably withheld.

2. Term. The term of this Lease shall commence on the _____ and shall expire 20 years thereafter. When the Lease would otherwise expire, the lease shall be automatically renewed for five years unless either party gives written notice of its desire to end this Lease at least 90 days prior to the end of the term. The Lease shall automatically renew each five years thereafter unless timely 90-day notice is given.

3. Rent. Lease payments (the "Rent") for the Equipment shall be paid on an annual basis for the term of this Lease. The annual Rent amount shall be adjusted on an annual basis.

- a. Rent for each Lease year shall be paid in full on the first business day of the Lease Year for which the Rent is due. The Lease begins upon system commissioning. For the first Lease Year, the Rent shall be \$6,930. It is acknowledged by the parties that the Rent charged during the first Lease Year is a best estimate based on ninety (90%) percent of the prior year of actual electrical expenses incurred by Lessee for the amount of

electricity expected to be generated by the System in the first Lease Year.

- b. Rent will be decreased to seventy (70%) percent of the prior year of actual electrical expenses incurred by Lessee during Lease years six through 20. For Lease Years six through 20, the rent will be \$5,390.
- c. Payment shall be sent to Lessor c/o Robert Rafson, 200 Viridian Drive, Muskegon, MI 49440, or at such other place as Lessor may designate from time to time. Lessor may levy a late payment charge equal to one percent per month on any amount that is 10 days overdue.
- d. Every 12-months there shall be an adjustment made to the Rent. The Rent for the prior 12-month period shall be compared to 90 percent of the avoided electrical expense (the "Energy Savings") for Lessee during the prior 12-month period as measured by the Equipment meter (at the Inverter).
 - i. If 90 percent of the Energy Savings is less than the total of the Rent paid in the prior 12-month period, then a refund (the "Refund") will be due to Lessee.
 - ii. If 90 percent of the Energy Savings is more than the total of the Rent paid in the prior 12-month period, then a catch-up payment (the "Catch Up") will be due to Lessor.
 - iii. The amount of the Refund or Catch Up shall be divided by 12 and paid or refunded monthly in the next 12-month period.
 - iv. The Rent for each successive 12-month period from years 1 through 5 shall be 90 percent of the Energy Savings for the prior 12-month period divided into 12 equal monthly payments
 - v. The Rent for each successive 12-month period after the 5th year shall be 70% percent of the Energy Savings for the prior 12-month period divided into 12 equal monthly payments
 - v. Any Refund or Catch Up due at the end of this Lease shall be paid immediately.
- d. Energy Savings shall be determined by first calculating the electricity costs charged by the local utility to Lessee for electricity (plus all avoided transmission fees, taxes or costs). This annual electrical cost divided by kWh produced will yield an average \$/kWh for purchased power. This value shall then be

multiplied by the annual kWhr produced by the Equipment measured at the inverter. The result of that multiplication shall be the annual Energy Savings.

4. Performance Guarantee. Lessor guarantees that Equipment will produce at least 58,389 kWh of electrical energy per 12-month period. Lessor will report the output of electrical energy each month, and will also prepare a report for Lessee detailing the monthly electrical production of the Equipment in an annual report due on or before 15 days after each 12 month period. This report shall be based upon the Equipment meter reading located at the point the Equipment connects to the power company.

- a. If the annual electrical production differs from the guarantee for any 12 month annual period, Lessor shall be liable for the cost of the kilowatt hours shortfall (the "Shortfall"). The Shortfall shall be paid by Lessor over the next 12 month period by reducing the Rent of the Shortfall.
- b. To facilitate this guarantee, Lessee must provide an electrical invoice from its electrical service provider for the period January 1 through December 31 of the previous calendar year.

5. Repairs. and Responsibility of Lessor. Lessor, at its own cost and expense, shall keep the Equipment in good repair, will comply with all local or general regulations, laws and ordinances applicable thereto, as well as regulatory requirements of all competent authorities, and shall furnish any and all parts, mechanisms and devices required. Lessor shall refrain from any action or omission that impairs the performance of the Equipment.

- a. Lessee shall have responsibility for repair or replacement of any portion of the roof unless the repair or replacement is a direct result of the activity of Lessor or Lessor's employees, agents, representatives, contractors and/or subcontractors. Any damage of the roofs of the buildings during construction or access by the Lessor shall be immediately repaired to its pre-damaged condition within 60 days of the creation of the damage. Both roofs are less than two years old and need to be protected to promote their life expectancy and the existing warranty.
- b. Lessor and Lessor's employees, agents and representatives, contractors and subcontractors shall be entitled to ingress and egress to the Equipment and Space as required to install, operate and maintain the Equipment and to maintain the Space.

- c. Lessee will be given at least 24 hours advance notice of Lessor's need to access the Equipment or Space; any access and/or repairs will occur at reasonable times, and shall not cause disruption to Lessee's operations.
- d. Lessor shall be liable for any damages suffered by Lessee resulting from Lessor's failing to maintain the Equipment in good repair and in lawful condition, or for impairing the performance of the Equipment, or for damaging the Building or the Space.
- e. Lessor assumes responsibility to set up and maintain remote monitoring of the high-speed internet connection described in Section 6.b below.
- f. If roof repairs are required under the array, then Lessor will in a timely fashion remove and replace solar panels and related equipment as the roof repair reasonably requires, at no cost. After Lessee executes the option to purchase the equipment, this clause will no longer apply.

6. Responsibility of Lessee. In addition to any other covenant on its part set forth in this Lease, Lessee shall, at its own expense, maintain the Building in good repair and in a condition that allows Lessor, its employees, agents, representatives, contractors and subcontractors safe access to the Space, and Lessee shall refrain from any action or omission which impairs the performance of the Equipment.

- a. Lessee shall be liable for any damages suffered by Lessor resulting from Lessee's failure to maintain the Building in good repair or for failing to comply with any regulations, ordinances and laws applicable to the Building, or from impairing the performance of the Equipment.
- b. Lessee shall make available to Lessor one high speed internet connection so that the Equipment can be monitored remotely.

7. Insurance.

- a. Lessee shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Building, naming Lessee as loss payee.
- b. Lessor shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than \$100,000, naming Lessor as loss payee.
- c. Lessor shall procure and continuously maintain and pay for liability insurance to cover Lessor while at the Building or its surrounding premises.

- d. The insurance described in this Section shall be in such form and with such company or companies as shall be reasonably acceptable to both Lessor and Lessee.
- e. Lessor shall provide Lessee with an original policy or certificate evidencing such insurance required of Lessor. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance required of Lessee.
- f. Lessor and Lessee shall arrange with insurers for a 30 day notice to the other in the event of insurance cancellation or termination.

8. Fire and Casualty.

- a. In case the Space shall be rendered untenable during the term of this Lease by casualty resulting from an act of God, either party may terminate this Lease by giving 60 days written notice from the date the Space is so rendered.
- b. In all other cases, it shall be Lessee's exclusive option to terminate this Lease or to repair the Space within 60 days of the date the Space is rendered untenable. If Lessee repairs the Space, it shall be Lessor's obligation to repair the Equipment within the same time limit.
- c. Lessee's base rent shall abate for so long as the Space is untenable or the Equipment unworkable for a maximum of 60 days. If Lessee elects to repair or replace the Space, this Lease shall remain in effect provided such repairs are completed within the 60 day period.
- d. If Lessee shall not have repaired the Space within the 60 days, then at the end of such time Lessee shall, at Lessee's option, either exercise the buy-out option detailed in Section 10 below, or terminate the Lease.
- e. If this Lease is terminated by reason of fire or casualty, rent shall be apportioned and paid to the day of such fire or casualty.

9. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

10. Option to Purchase.

- a. Lessee shall have an option to purchase the Equipment and any alterations, materials or equipment at any time after the 5-year tax benefit period.

- b. The buyout price will be the fair market value, calculated as the value of 7 years of power production, which compares to a discount rate of about 15%. The buyout price will be based on the average value produced by the system in the 3 years preceding the buy-out. For example if the buy-out takes place on September 30th 2022, the buyout price will be the average yearly value of power produced between September 30th 2019 and September 30th 2022, multiplied by seven. If the avoided cost and the system production in that period would be the same as in the term sheet of this contract, the buyout would be at $\$ 7700 \times 7 = \$ 53,900$.
- c. In all events, "fair market value" shall mean the price that would be established in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion, respectively, to buy or sell, and neither of which is related to Lessor, Lessee or any financing entity of either party.
- d. If the parties cannot agree on a fair market value, the fair market value of the Equipment shall be determined as of the date of the buy-out option by an independent energy appraiser mutually acceptable to both Lessor and Lessee.

11. Successors. All the covenants and agreements contained in this Lease shall be binding upon Lessor and Lessee, and inure to their respective successors, heirs, executors, administrators and assigns and may be exercised by their attorney or agent.

12. Entire Agreement. This Lease constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by both parties.

13. Notices. Service of all notices under this Lease shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the addresses set forth below, or to such address as such party may provide in writing from time to time.

If to Lessor:

Name:	Energy Conservation Source
Address:	200 Viridian Drive, Muskegon, MI 49440
Contact person:	Robert Rafson
Phone No:	312-961-0043
E-Mail:	rob@charthouseenergy.com

If to Lessee:

Name: Village of Spring Lake
Address: 102 W. Savidge, Spring Lake, MI 49546
Contact person: Christine Burns, Village Manager
Phone No: 616-842-1393
E-Mail: christine@springlakevillage.org

14. Assignment. Lessor shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessee.

15. Governing Law. This Lease shall be construed and enforced according to laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Lessor
Energy Conservation Source
200 Viridian Drive
Muskegon, MI 49440

Lessee
Village of Spring Lake
102 W. Savidge, Spring Lake, MI 49546



By: Robert Rafson

Title: President

By: _____

Title: _____

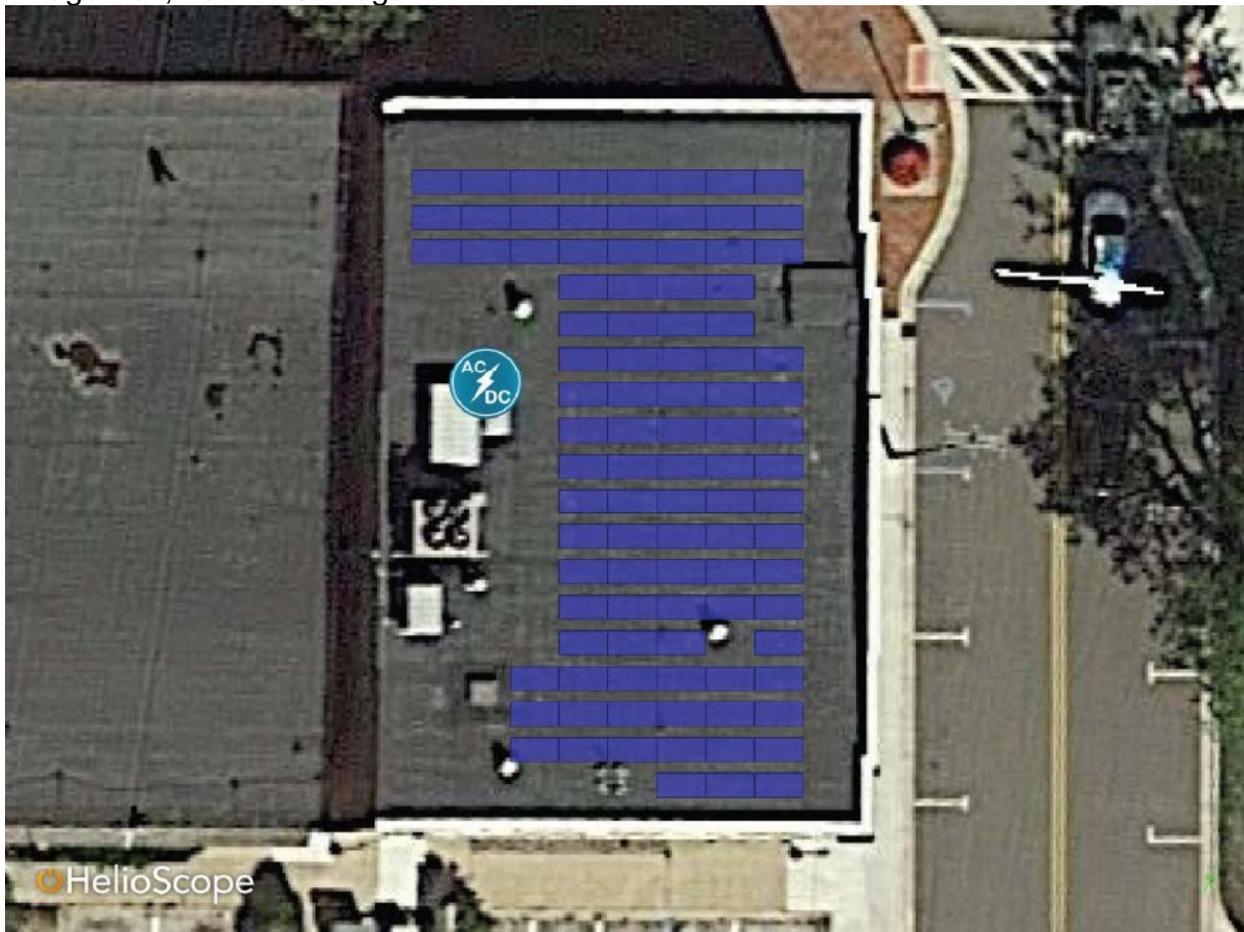
EXHIBIT A

Description of Equipment

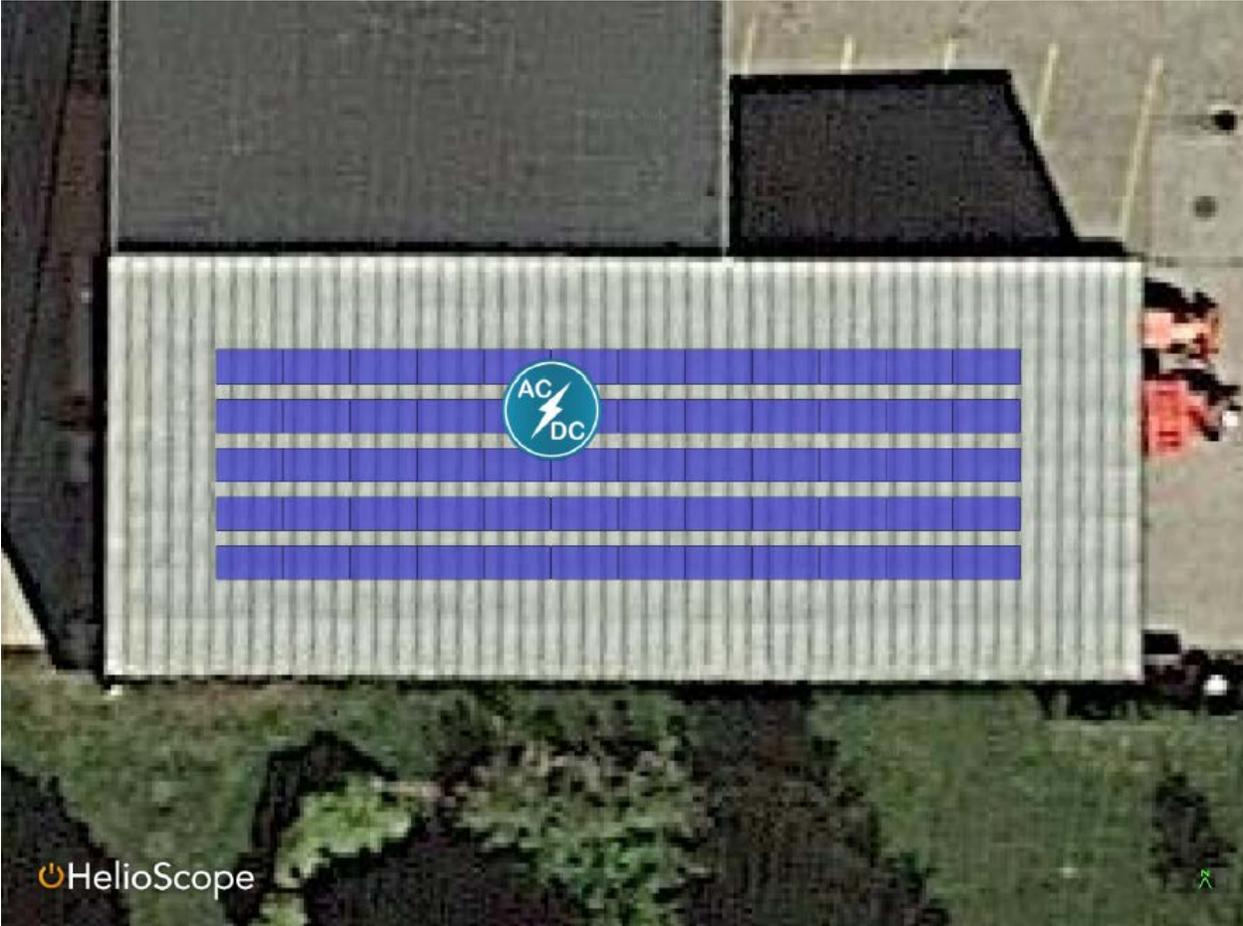
Equipment consists of:

149 solar PV panels
Ballasted 10 degree racking
Two 20kW inverters

Village Hall, 102 W. Savidge



DPW, 210 S. Buchanan





SPRING LAKE VILLAGE SOLAR PROJECT

CONSERVING ENERGY FOR THE FUTURE

PROPOSAL:

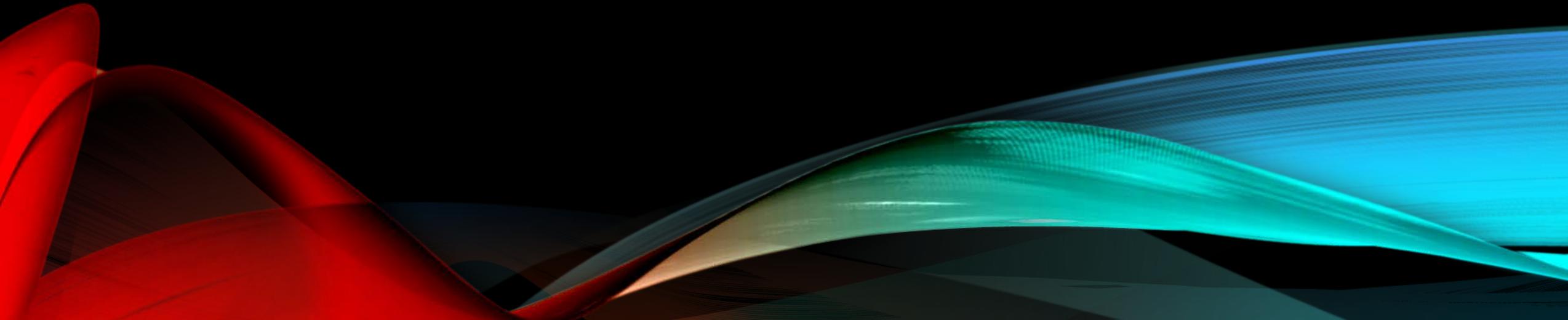
INSTALL ROOF MOUNTED SOLAR ENERGY SYSTEM ON THE ROOF OF THE VILLAGE OFFICE AND DPW BUILDING.

ESTIMATE: 58,389 KWH OF THE 141,556 KWH REQUIRED BY THE VILLAGE PRODUCED BY THE PROPOSED SOLAR SYSTEM



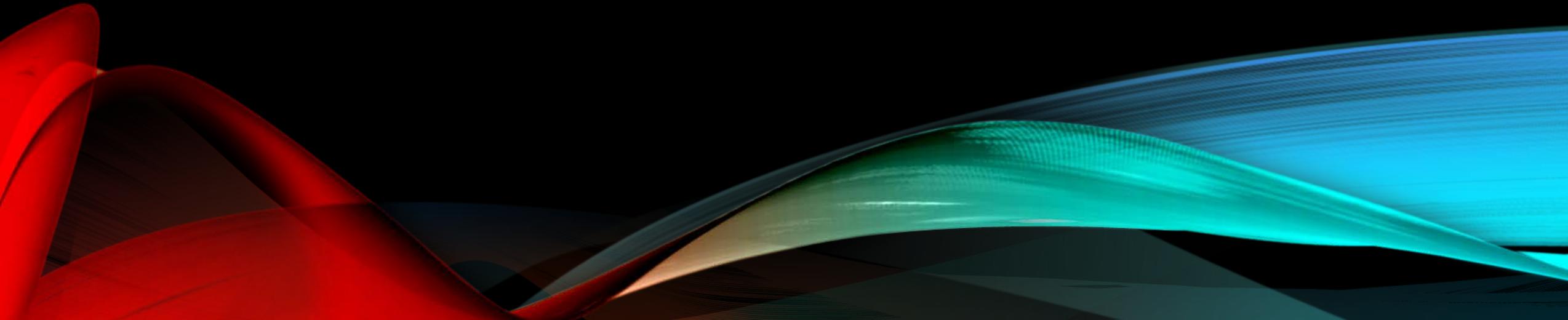
ENERGY CONSERVATION SOURCE TO INSTALL THE \$130,892 SYSTEM (NO OUTLAY BY VILLAGE FOR SYSTEM).

ENERGY CONSERVATION SOURCE TO OWN AND OPERATE SYSTEM FOR 20 YEARS (AUTOMATIC FIVE-YEAR RENEWALS PROVIDED IN LEASE).



VILLAGE TO BUY ELECTRICITY FROM SOLAR SYSTEM; ENERGY CONSERVATION SOURCE TO LEASE ROOF FROM VILLAGE.

RESULT IS A 10% SAVINGS OF ELECTRICAL COSTS FOR FIRST FIVE YEARS; SAVINGS INCREASES TO 30% IN YEAR SIX.

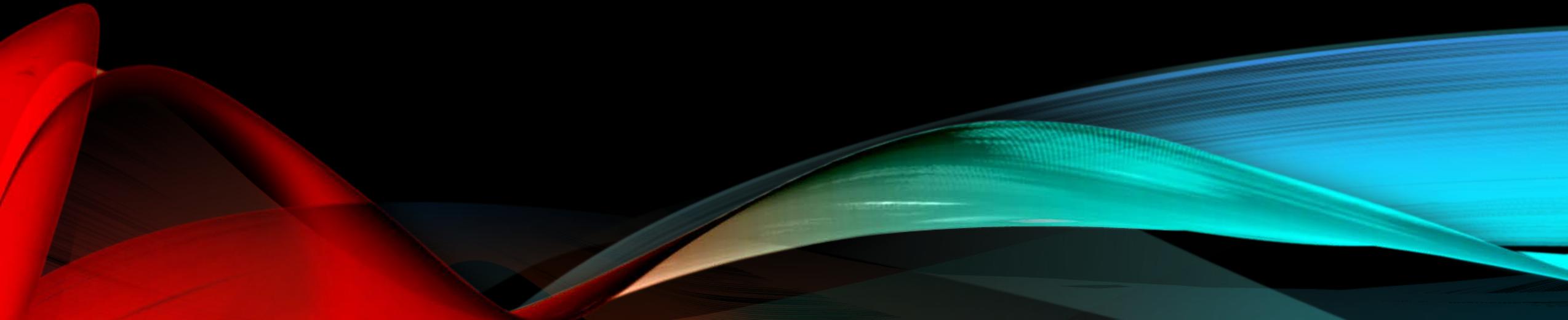


\$20,100 ANNUAL ELECTRIC BILL TO BE REDUCED BY
\$770 IN YEAR ONE DUE TO SOLAR SYSTEM USE.

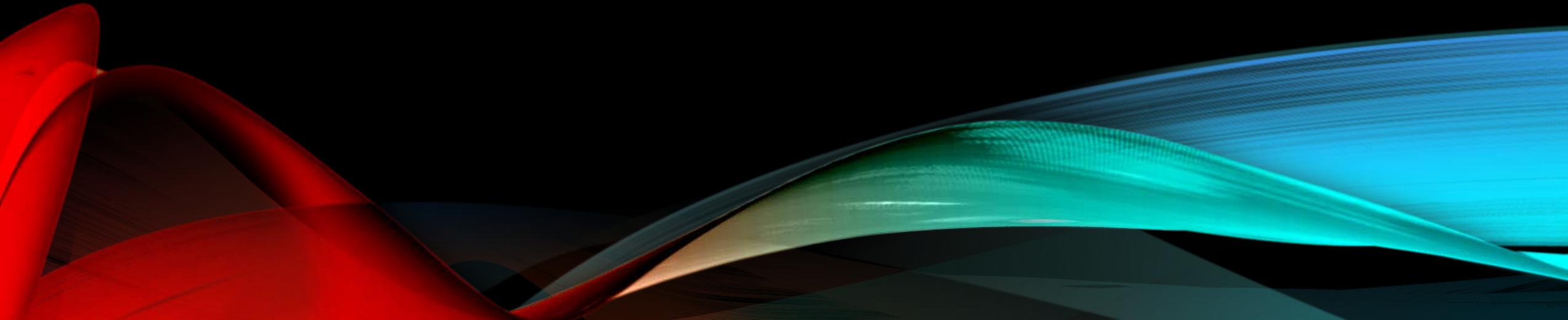
THE SAVINGS WILL INCREASE TO \$2,310 IN YEAR SIX.



ENERGY CONSERVATION SOURCE TO PROVIDE
OPERATING AND MAINTENANCE COSTS FOR LIFE OF
THE LEASE.



ENERGY CONSERVATION SOURCE TO SELL EXCESS
POWER CREATED TO CONSUMERS ENERGY

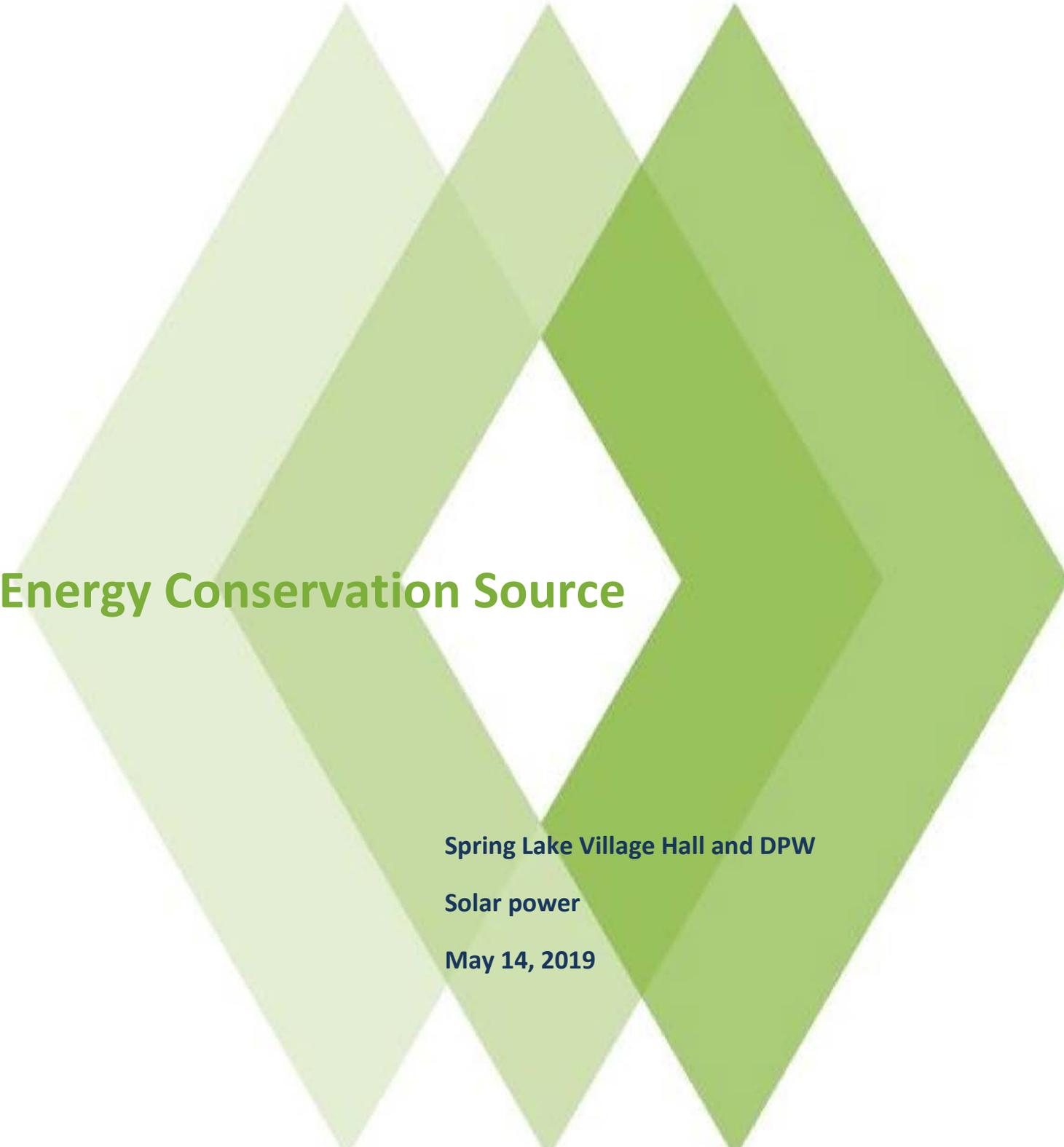


VILLAGE HAS THE OPTION TO PURCHASE SYSTEM AFTER FIVE YEARS. FAIR MARKET VALUE PRICE SET AT AVERAGE YEARLY VALUE OF POWER PRODUCED BY SEVEN YEARS (EX.: $\$7,700 \times 7 = \$53,900$).



EXAMPLE OF INSTALLATION





Energy Conservation Source

Spring Lake Village Hall and DPW

Solar power

May 14, 2019



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2.0 SYSTEM DESIGN

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4.0 Photographs



1.0 SYSTEM SUMMARY

1.1 Proposal

- 51 kW total roof mounted solar energy system
 - 31.5 kW on Village Hall, offsetting 31% of usage.
 - 19.5 kW on DPW, offsetting 88% of usage.
- Total project cost: \$130,892.
- Energy Conservation Source finances, designs, builds, owns and operates system.
- Not-for-profits and governmental agencies cannot monetize tax benefits. An equipment lease with Energy Conservation Source can greatly reduce project cost. ECS leases roof and Spring Lake pays for power produced.
- Net metered service from Utility would supply the additional energy needed.

1.2 Equipment lease

- Energy Conservation Source finances, owns, operates, and maintains the system for 25 years, with multiple 5-year lease extension options thereafter.
- The Village of Spring Lake currently pays \$20,100/yr for power at both buildings:
 - \$3,600/yr for power at DPW building
 - \$16,500/yr for power at the Village Hall
- The Village of Spring Lake may buyout the system at any time for fair market value.
- The Village of Spring Lake pays for electricity production ~\$7,700/yr in the first year
- Energy Conservation Source leases roof space \$770/yr for first 5 years
- Energy Conservation Source leases roof space \$2,300/yr +2%/yr 6-25 years
- Spring Lake would enjoy \$66,700 energy savings over the 25-year lease lifetime

1.3 Financial Details

\$130,892	Solar Project Cost
\$130,892	Chart House Energy Investment
<\$39,267>	30% tax Credit
<\$30,039>	Depreciation Value (27% tax rate)
\$7,708	Annual power production value (yr 1)

1.4 Operations and Maintenance

Operations and maintenance is fairly low. Energy Conservation Source (ECS) agrees to provide five years of operations and maintenance at no additional cost to Spring Lake, including when installation problems become apparent or equipment needs to be repaired or replaced. There will be ongoing monitoring that can be done automatically or manually. Annually we recommend an inspection in the spring, cleaning of debris, and excessive soiling that is not washed off by rain.

With previously completed projects, operations and maintenance costs typically reach 100% of estimated O&M costs in the first year. In the first year, the ECS installation team will solve initial technology failures (e.g. faulty solar panels or inverter issues). While these are covered by system warranty, labor is required to locate the issue and replace the technology. After the first year, O&M costs drop to about one-third or one-quarter of the total estimated cost. Maintenance after the first year can predominantly include solving warranty claim issues. For example, we estimated O&M costs at \$850/year for a solar installation built in 2016. First year O&M costs totaled \$800, while the following 2year O&M costs totaled \$250/year. This trend is consistent across most of ECS solar installations.

1.5 Consumers Energy Metering and Billing

Per the new 2016 energy legislation and ruling, Michigan utilities are switching to a Distributed Generation Tariff in place of the existing net metering program. This means that Consumers will begin billing on an inflow/outflow basis. Distributed generation customers will pay for all inflow of electricity delivered by the utility based on their regular cost of service, while outflow from the solar PV system back to the electrical grid will receive an energy only credit. What this means for the Village of Spring Lake: existing net metered systems will be grandfathered in and continue business as usual net metering crediting system for ten years from the new billing system implementation (sources tell us Consumers proposed tariff will not go into effect until 2020).

Chart House Energy Billing

The estimate for solar PV production was based on a scale-up from the usage of the former fire station. We base the billing for discounted power on the Village of Spring Lake's Village Hall and DPW building on energy consumed on site at the retail rate

(energy + distribution) and excess power on energy only. This corresponds to the actual savings the City on the electric bill.

2.0 ESTIMATED SYSTEM PERFORMANCE

SYSTEM PERFORMANCE	Solar kWh/month	Village Hall Historical Usage
Month	Estimated Production	2018
Jan	1,017	8,827
Feb	3,880	8,827
Mar	6,465	8,650
Apr	8,715	8,700
May	10,855	8,700
Jun	10,869	11,000
Jul	10,561	11,000
Aug	9,463	11,000
Sep	7,509	12,149
Oct	5,570	10,000
Nov	2,700	8,600
Dec	868	8,827
TOTAL	78,473	116,280

Spring Lake Village Hall System estimated and building historical usage, over 12 months

SYSTEM PERFORMANCE	Solar kWh/month	Village DPW Historical Usage
Month	Estimated Production	2018
Jan	289	2,576
Feb	1,103	2,386
Mar	1,838	2,000
Apr	2,478	2,368
May	3,087	1,700
Jun	3,091	1,546
Jul	3,003	2,150
Aug	2,691	2,150
Sep	2,135	2,000



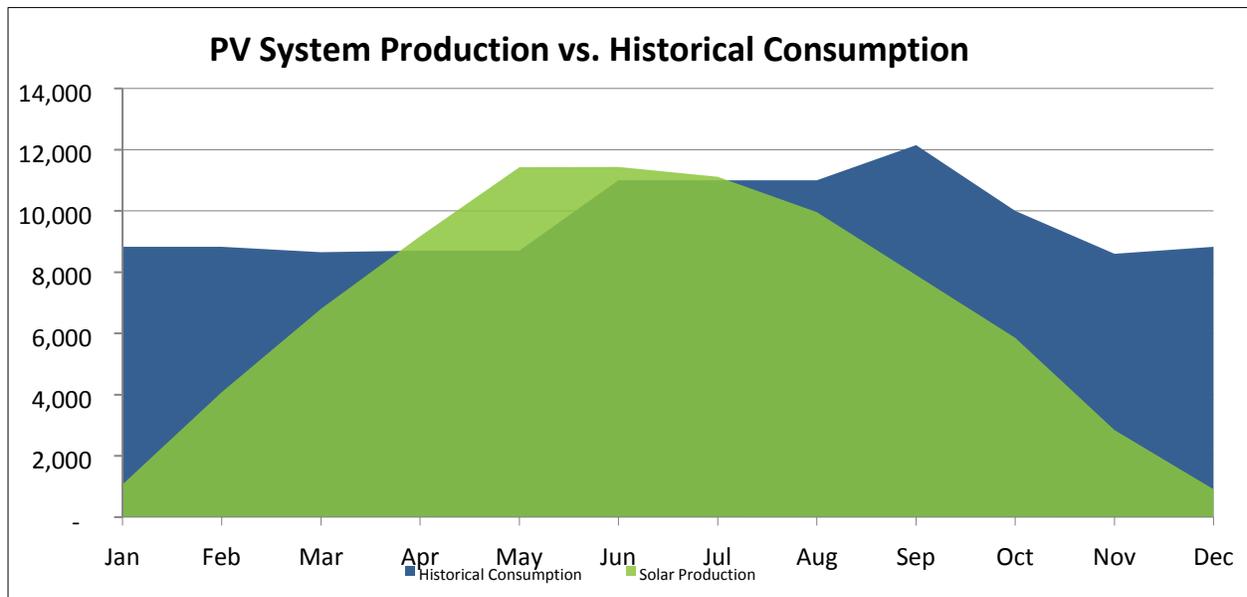
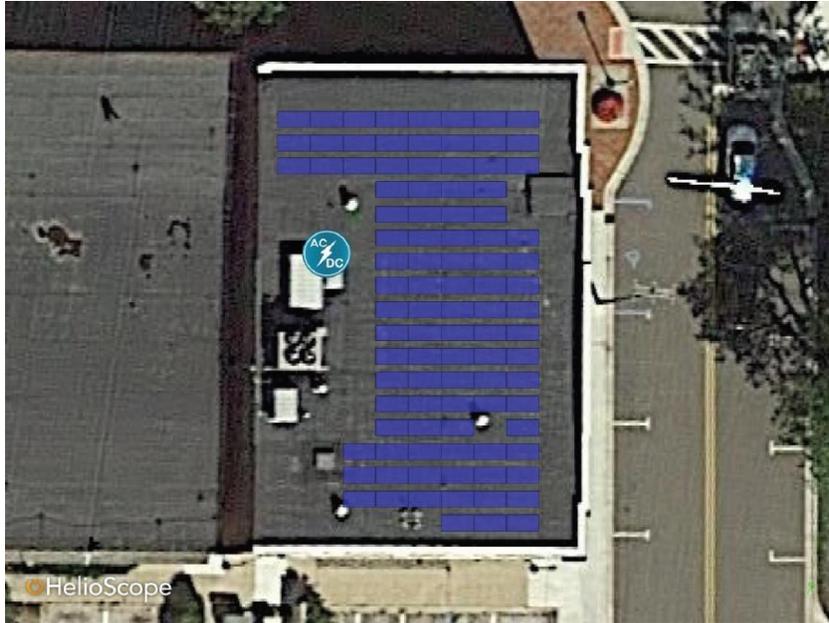
Oct	1,584	2,000
Nov	768	2,100
Dec	247	2,300
TOTAL	22,314	25,276

Spring Lake DPW System estimated and building historical usage, over 12 months

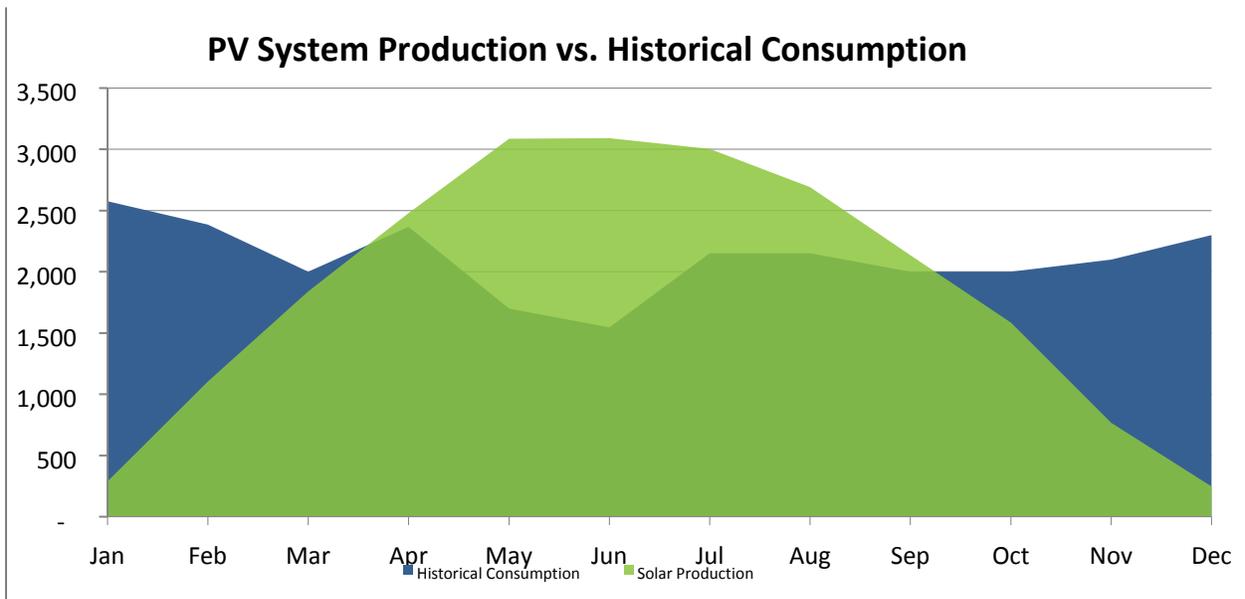
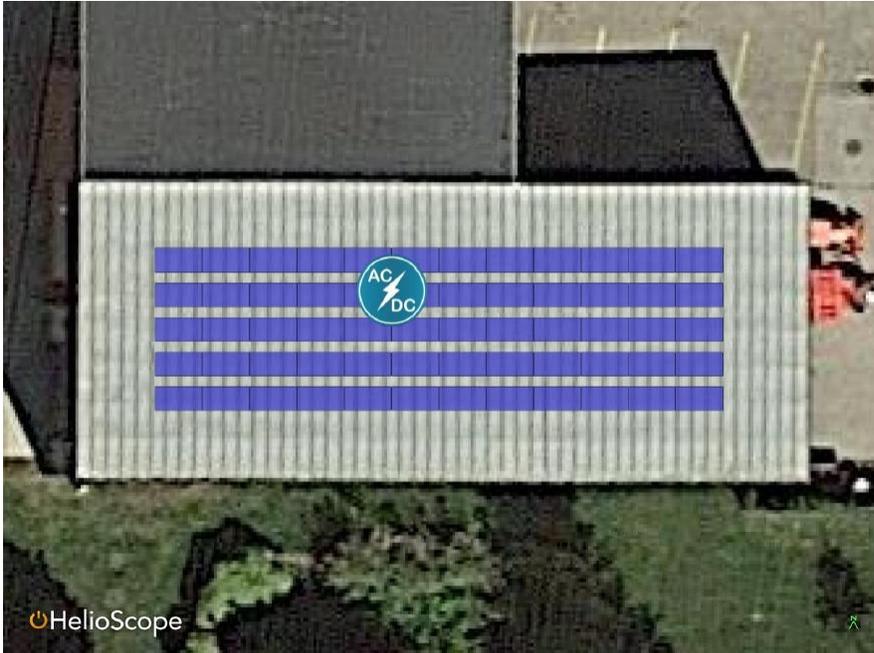
3.0 - Pictures

Below is a photograph of the proposed system for each building.

Village Hall 31.5kW



DPW 19.5kW



LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into effective as of _____, 2019, by and between Village of Spring Lake, a Michigan municipal corporation with its principal office at 102 W. Savidge Street, Spring Lake, Michigan 49456 (“Licensor”), and Michael and Anne Armour, whose address 206 N. Buchanan Street, Spring Lake, Michigan 49456 (together, “Licensee”). Throughout this Agreement, Licensor and Licensee are also referred to individually as a “Party” and collectively as the “Parties.”

Background

A. Licensor is the owner of Parcel No. 70-03-15-380-010 (the “Licensor’s Property”), which partially includes a bike path that runs through the municipality for use by the public.

B. Licensee is the owner of Parcel No. 70-03-15-332-040 (the “Licensee’s Property”), which partially includes a private tennis court (the “Tennis Court”).

C. The Parties acknowledge and agree that a portion of the Tennis Court encroaches onto the Licensor’s Property, as depicted on the attached Exhibit A.

D. Licensor is willing to grant Licensee a revocable license over the portion of the Tennis Court that encroaches onto the Licensor’s Property.

E. Licensor now wishes to specify, and Licensee wishes to acknowledge and consent to, certain terms and conditions of the revocable license that is the subject of this Agreement.

Agreement

1. Grant of License. Licensor grants to Licensee a personal, nontransferable, revocable license to maintain and use the portion of the Tennis Court that encroaches onto the Licensor’s Property at the location specifically shown on Exhibit A, subject to the terms and conditions stated in this Agreement (the “License”).

2. Use of the Tennis Court. Licensee may use the Tennis Court solely for tennis. Licensee may not relocate the Tennis Court or use the Tennis Court for non-tennis purposes or enter the Licensor’s Property to access the Tennis Court without the express written consent of Licensor. The Tennis Court will be maintained by Licensee in good condition.

3. No Claims. Licensee acknowledges and agrees that it has no claims to any right, title, or interest in any part of the Licensor's Property, whether by adverse possession, acquiescence, easement (including but not limited to prescriptive easement, implied easement, or easement by necessity), any other prescriptive right, or otherwise.

4. Trimming of Trees Adjacent to the Tennis Court. Licensee will be permitted to periodically trim the trees that are directly adjacent to the Tennis Court and located on the Licensor's Property, subject to the following requirements: (a) a proposal for the logistics of the trimming work must first be submitted to and approved by Licensor (which approval will not be unreasonably withheld); (b) all costs and expenses related to the preparation of such proposal will be the sole obligation of Licensee; (c) in the event of Licensor's approval, the trimming work must be carried out by a properly licensed and insured contractor, and in strict accordance with such proposal, all at Licensee's sole expense; and (d) in the event of Licensor's approval and following the completion of the trimming work, the Licensor's Property must be cleaned up and restored to substantially the same condition as it was in prior to the work, all at Licensee's sole expense.

5. Compliance with Laws. Licensee will, in connection with Licensor's grant of the License to Licensee, comply with all applicable laws, ordinances, and regulations.

6. No Liability; Indemnification. Licensor will not be liable to Licensee or Licensee's agents, employees, invitees, or guests (the "Licensee Parties") for any personal injury, property damage, or loss of life or property caused by, or arising out of, or in connection with, the Licensee Parties' use of the Tennis Court. Licensee will jointly and severally defend and hold Licensor harmless from and indemnify Licensor against any claim, loss, expense, or damage arising out of or in connection with Licensee Parties' use of the Tennis Court and any act or neglect of the Licensee Parties.

7. Termination of License. The License will be terminable upon sixty (60) days written notice to Licensee by Licensor. Licensee may terminate the License at any time without the request or approval of Licensor prior to such termination by Licensor, provided that Licensee complies with the requirements of Section 8 ("Removal of Encroachment") below. Additionally, the License will terminate automatically at the earlier of (i) Licensee's sale or transfer of the Licensee's Property, or (ii) Licensee's removal of the Tennis Court from the Licensee's Property, or (iii) Licensee's use of the Tennis Court for any purpose other than tennis.

8. Removal of Encroachment.

(a) *Termination by Licensor.* Within thirty (30) days of receipt of written notice of termination, Licensee agrees to remove that portion of the Tennis Court that encroaches onto the Licensor's Property and secure the remaining portion of the Tennis Court on the Licensee's Property at its sole cost and expense. If Licensee fails to comply with the requirements of this Section within such thirty (30) day period, Licensor may undertake such work and bill Licensee the costs and expenses of such work for immediate payment.

(b) *Termination by Licensee.* If Licensee elects to terminate the License, then prior to such termination, Licensee will remove that portion of the Tennis Court that encroaches

onto the Licensor's Property and secure the remaining portion of the Tennis Court on the Licensee's Property at its sole cost and expense.

(c) Quality of Work. All demolition of the portion of the Tennis Court that encroaches onto the Licensor's Property and/or securing of the remaining portion of the Tennis Court on the Licensee's Property will be performed in a good and workmanlike manner and in full compliance with all laws, ordinances, regulations, rules, and requirements of all governmental entities having jurisdiction and in full compliance with all insurance rules, orders, directions, regulations, and requirements.

9. Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, partnership, joint venture, or landlord and tenant between the Parties, it being understood and agreed that nothing contained in this Agreement nor any acts of the Parties will be deemed to create any relationship between the Parties other than the relationship of licensor and licensee.

10. Assignment. This Agreement is not assignable by Licensee, and Licensee acknowledges and agrees that Licensee will not assign or transfer its rights under the License without the prior written consent from Licensor. Licensor may assign this Agreement and its rights under the License to any successor owner of the Licensor's Property.

11. Expenses. Licensee agrees to pay all of the costs incurred by Licensor incident to the preparation, execution, and recording of this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement are consummated.

12. Costs of Enforcement. If either Party breaches this Agreement or any related agreement and if counsel is employed to enforce this Agreement or a related agreement, the successful Party will be entitled to reasonable attorney's fees and costs associated with enforcement.

13. No Third Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties and their respective successors or permitted assigns, any rights or remedies whatsoever.

14. Governing Law. This Agreement will be construed in all respects in accordance with the laws of the State of Michigan.

15. Captions and Headings. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

16. Entire Agreement. This License Agreement constitutes the entire agreement between the Parties and there are no other representations, warranties, promises, guarantees, or agreements, oral or written, expressed or implied, between the Parties with respect to this Agreement.

17. Amendments. This Agreement may not be amended, changed, modified, or altered without the express written consent of each Party.

18. Waiver. No waiver of any of the provisions of this Agreement will be deemed or constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the Party giving the waiver.

19. Counterparts. This Agreement may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute one and the same instrument.

20. Effective Date. The effective date of this Agreement will be the date indicated in the first paragraph of this Agreement.

[Signatures on following page]

LICENSOR

LICENSEE

Village of Spring Lake

By:
Its:

Michael Armour

Anne Armour

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____.

Name: _____
Notary Public, State of Michigan
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

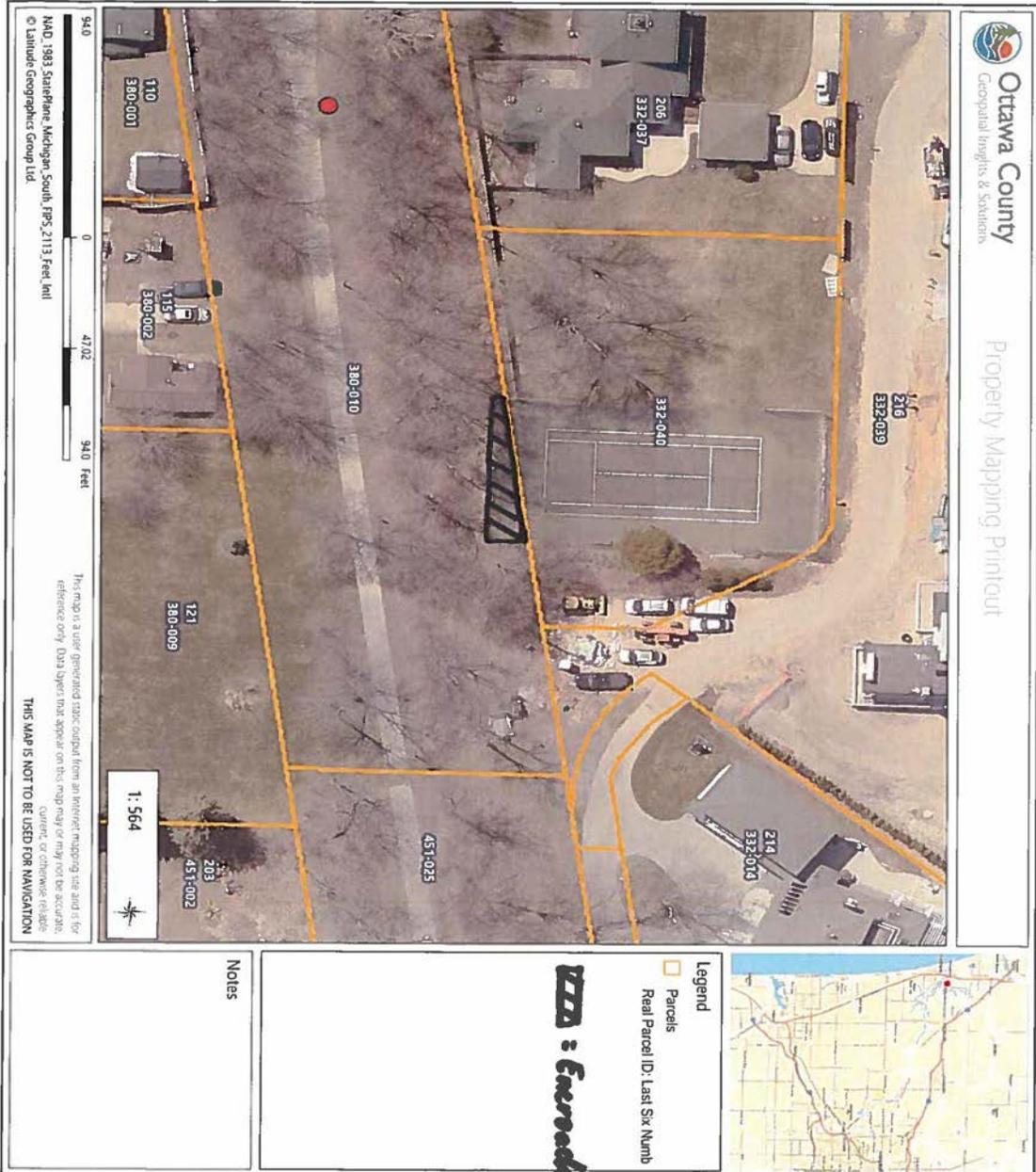
STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Michael Armour and Anne Armour.

Name: _____
Notary Public, State of Michigan
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

EXHIBIT A

Depiction of Tennis Court Encroachment



LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into effective as of _____, 2019, by and between Village of Spring Lake, a Michigan municipal corporation with its principal office at 102 W. Savidge Street, Spring Lake, Michigan 49456 (“Licensor”), and Michael and Anne Armour, whose address 206 N. Buchanan Street, Spring Lake, Michigan 49456 (together, “Licensee”). Throughout this Agreement, Licensor and Licensee are also referred to individually as a “Party” and collectively as the “Parties.”

Background

A. Licensor is the owner of Parcel No. 70-03-15-380-010 (the “Licensor’s Property”), which partially includes a bike path that runs through the municipality for use by the public.

B. Licensee is the owner of Parcel No. 70-03-15-332-040 (the “Licensee’s Property”), which includes a private tennis court (the “Tennis Court”). The Parcel has an address of 1 Shady Lane, Spring Lake, Michigan 49456.

C. The Parties acknowledge and agree that a portion of the Tennis Court encroaches onto the Licensor’s Property, as depicted on the attached **Exhibit A**.

D. Licensor is willing to grant Licensee a license over the portion of the Tennis Court that encroaches onto the Licensor’s Property.

E. Licensor now wishes to specify, and Licensee wishes to acknowledge and consent to, certain terms and conditions of the license that is the subject of this Agreement.

Agreement

1. **Grant of License.** Licensor grants to Licensee a personal license to maintain and use the portion of the Tennis Court that encroaches onto the Licensor’s Property at the location specifically shown on **Exhibit A**, subject to the terms and conditions stated in this Agreement (the “License”). Subject to the ongoing compliance with the Agreement, Licensor shall grant Licensee’s successors of the Licensee’s property consideration for the same license as described herein.

2. **Use of the Tennis Court.** Licensee agrees to use the Tennis Court for tennis or other racquet sports such as Pickleball. Licensee may not increase the scope of the encroachment and

the License is solely to allow the Tennis Court to remain in place. Licensee shall not enter the Licensor's Property to access the Tennis Court without the express written consent of Licensor.

3. No Claims. Licensee releases and waives any claims to any right, title, or interest in any part of the Licensor's Property, whether by adverse possession, acquiescence, easement (including but not limited to prescriptive easement, implied easement, or easement by necessity), any other prescriptive right, or otherwise.

4. Compliance with Laws. Licensee will, in connection with Licensor's grant of the License to Licensee, comply with all applicable laws, ordinances, and regulations.

5. No Liability; Indemnification. Licensor will not be liable to Licensee or Licensee's agents, employees, invitees, or guests (the "Licensee Parties") for any personal injury, property damage, or loss of life or property caused by, or arising out of, or in connection with, the Licensee Parties' use of the Tennis Court. Licensee will jointly and severally defend and hold Licensor harmless from and indemnify Licensor against any claim, loss, expense, or damage arising out of or in connection with Licensee Parties' use of the Tennis Court and any act or neglect of the Licensee Parties.

6. Removal of Encroachment.

(a) In the event Licensee (including any successor) removes the Tennis Court, or removes the encroachment, then the License granted hereunder shall terminate and Licensee shall have no further right to use the Licensor's Property.

(b) *Quality of Work.* All demolition of the portion of the Tennis Court that encroaches onto the Licensor's Property and/or securing of the remaining portion of the Tennis Court on the Licensee's Property will be performed in a good and workmanlike manner and in full compliance with all laws, ordinances, regulations, rules, and requirements of all governmental entities having jurisdiction and in full compliance with all insurance rules, orders, directions, regulations, and requirements.

7. Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, partnership, joint venture, or landlord and tenant between the Parties, it being understood and agreed that nothing contained in this Agreement nor any acts of the Parties will be deemed to create any relationship between the Parties other than the relationship of licensor and licensee.

8. Assignment. Licensee may assign this Agreement and its rights under the License to any successor owner of the Licensee's Property.

9. Expenses. Licensee agrees to pay all of the costs incurred by Licensor incident to the preparation, execution, and recording of this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement are consummated.

10. Costs of Enforcement. If either Party breaches this Agreement or any related agreement and if counsel is employed to enforce this Agreement or a related agreement, the successful Party will be entitled to reasonable attorney's fees and costs associated with enforcement.

11. No Third Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties and their respective successors or permitted assigns, any rights or remedies whatsoever.

12. Governing Law. This Agreement will be construed in all respects in accordance with the laws of the State of Michigan.

13. Captions and Headings. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

14. Entire Agreement. This License Agreement constitutes the entire agreement between the Parties and there are no other representations, warranties, promises, guarantees, or agreements, oral or written, expressed or implied, between the Parties with respect to this Agreement.

15. Amendments. This Agreement may not be amended, changed, modified, or altered without the express written consent of each Party.

16. Waiver. No waiver of any of the provisions of this Agreement will be deemed or constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the Party giving the waiver.

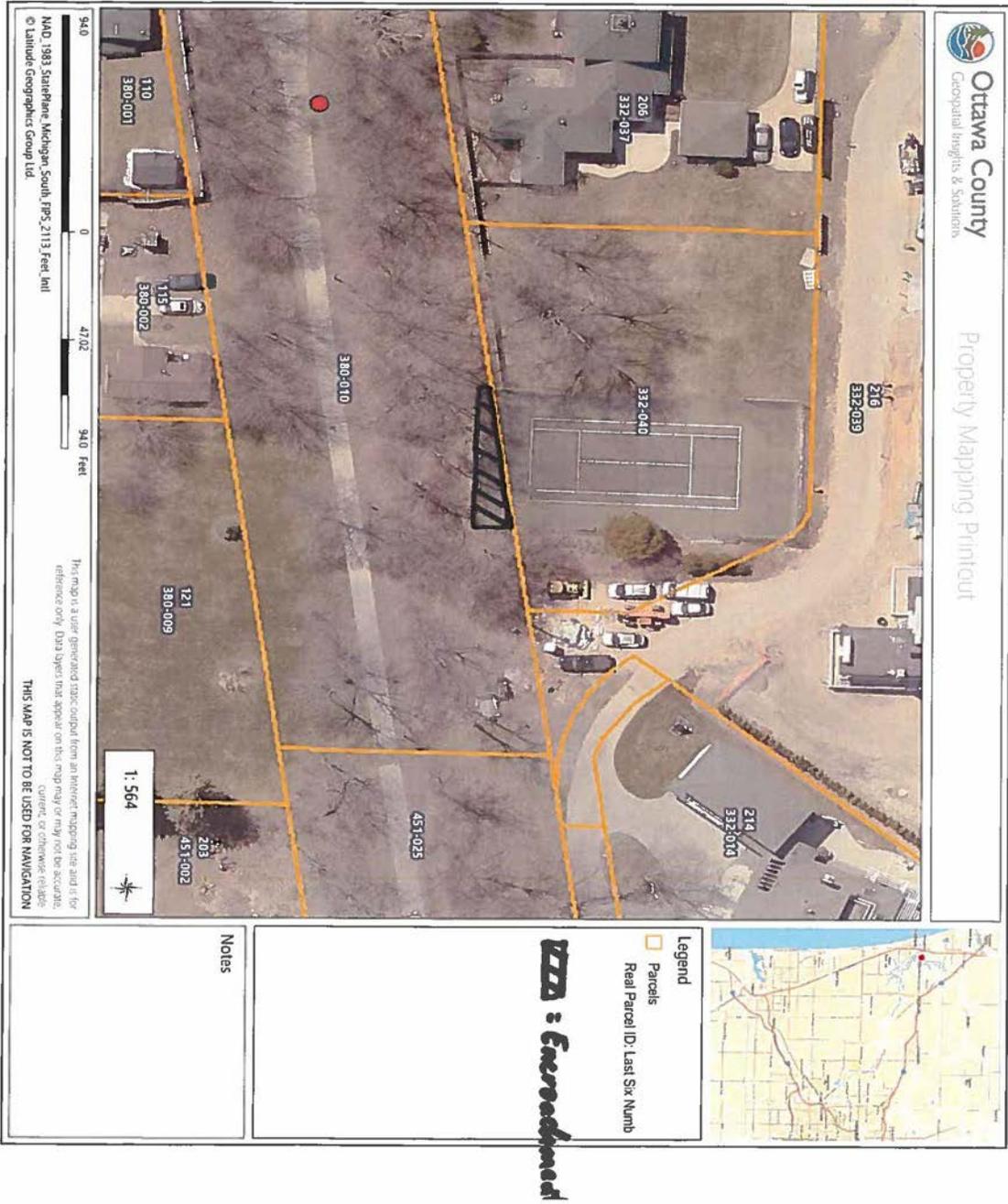
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[Signatures on following page]

EXHIBIT A

Depiction of Tennis Court Encroachment



LICENSE AGREEMENT

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Background

A. Licensor is the owner of Parcel No. 70-03-15-380-010 (the “Licensor’s Property”), which partially includes a bike path that runs through the municipality for use by the public.

B. Licensee is the owner of Parcel No. 70-03-15-332-040 (the “Licensee’s Property”), which ~~partially~~ includes a private tennis court (the “Tennis Court”). The Parcel has an address of 1 Shady Lane, Spring Lake, Michigan 49456.

C. The Parties acknowledge and agree that a portion of the Tennis Court encroaches onto the Licensor’s Property, as depicted on the attached Exhibit A.

D. Licensor is willing to grant Licensee a license over the portion of the Tennis Court that encroaches onto the Licensor’s Property.

E. Licensor now wishes to specify, and Licensee wishes to acknowledge and consent to, certain terms and conditions of the license that is the subject of this Agreement.

Agreement

1. Grant of License. Licensor grants to Licensee a personal, ~~nontransferable~~, license to maintain and use the portion of the Tennis Court that encroaches onto the Licensor’s Property at the location specifically shown on Exhibit A, subject to the terms and conditions stated in this Agreement (the “License”). Subject to the ongoing compliance with the Agreement, Licensor ~~agrees to shall~~ grant ~~successor owners~~ Licensee’s successors of the Licensee’s property Tennis Court consideration for the same ~~personal, nontransferable~~ license as described ~~in Paragraph 8 below~~ herein.

2. Use of the Tennis Court. Licensee agrees to use the Tennis Court for tennis or other racquet sports such as Pickleball. Licensee may not increase the scope of the encroachment and the License is solely to allow the relocate the Tennis Court to remain in place. ~~or Licensee shall not~~ enter the Licensor's Property to access the Tennis Court without the express written consent of Licensor.

3. No Claims. Licensee ~~acknowledges and agrees that it has no~~ releases and waives any claims to any right, title, or interest in any part of the Licensor's Property, whether by adverse possession, acquiescence, easement (including but not limited to prescriptive easement, implied easement, or easement by necessity), any other prescriptive right, or otherwise.

4. Compliance with Laws. Licensee will, in connection with Licensor's grant of the License to Licensee, comply with all applicable laws, ordinances, and regulations.

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6. Removal of Encroachment.

(a) ~~*Termination by Licensee.* If Licensee elects to terminate the License, then prior to such termination, Licensee will remove that portion of the Tennis Court that encroaches onto the Licensor's Property and secure the remaining portion of the Tennis Court on the Licensee's Property at its sole cost and expense.~~ In the event Licensee (including any successor) removes the Tennis Court, or removes the encroachment, then the License granted hereunder shall terminate and Licensee shall have no further right to use the Licensor's Property.

(b) *Quality of Work.* All demolition of the portion of the Tennis Court that encroaches onto the Licensor's Property and/or securing of the remaining portion of the Tennis Court on the Licensee's Property will be performed in a good and workmanlike manner and in full compliance with all laws, ordinances, regulations, rules, and requirements of all governmental entities having jurisdiction and in full compliance with all insurance rules, orders, directions, regulations, and requirements.

7. Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, partnership, joint venture, or landlord and tenant between the Parties, it being understood and agreed that nothing contained in this Agreement nor any acts of the Parties will be deemed to create any relationship between the Parties other than the relationship of licensor and licensee.

8. Assignment. ~~This Agreement is not assignable by Licensee, and Licensee acknowledges and agrees that Licensee will not assign or transfer its rights under the License without the prior written consent from Licensor. Licensor-Licensee~~ may assign this Agreement and its rights under the License to any successor owner of the Licensor's-Licensee's Property.

9. Expenses. Licensee agrees to pay all of the costs incurred by Licensor incident to the preparation, execution, and recording of this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement are consummated.

10. Costs of Enforcement. If either Party breaches this Agreement or any related agreement and if counsel is employed to enforce this Agreement or a related agreement, the successful Party will be entitled to reasonable attorney's fees and costs associated with enforcement.

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15. Amendments. This Agreement may not be amended, changed, modified, or altered without the express written consent of each Party.

16. Waiver. No waiver of any of the provisions of this Agreement will be deemed or constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the Party giving the waiver.

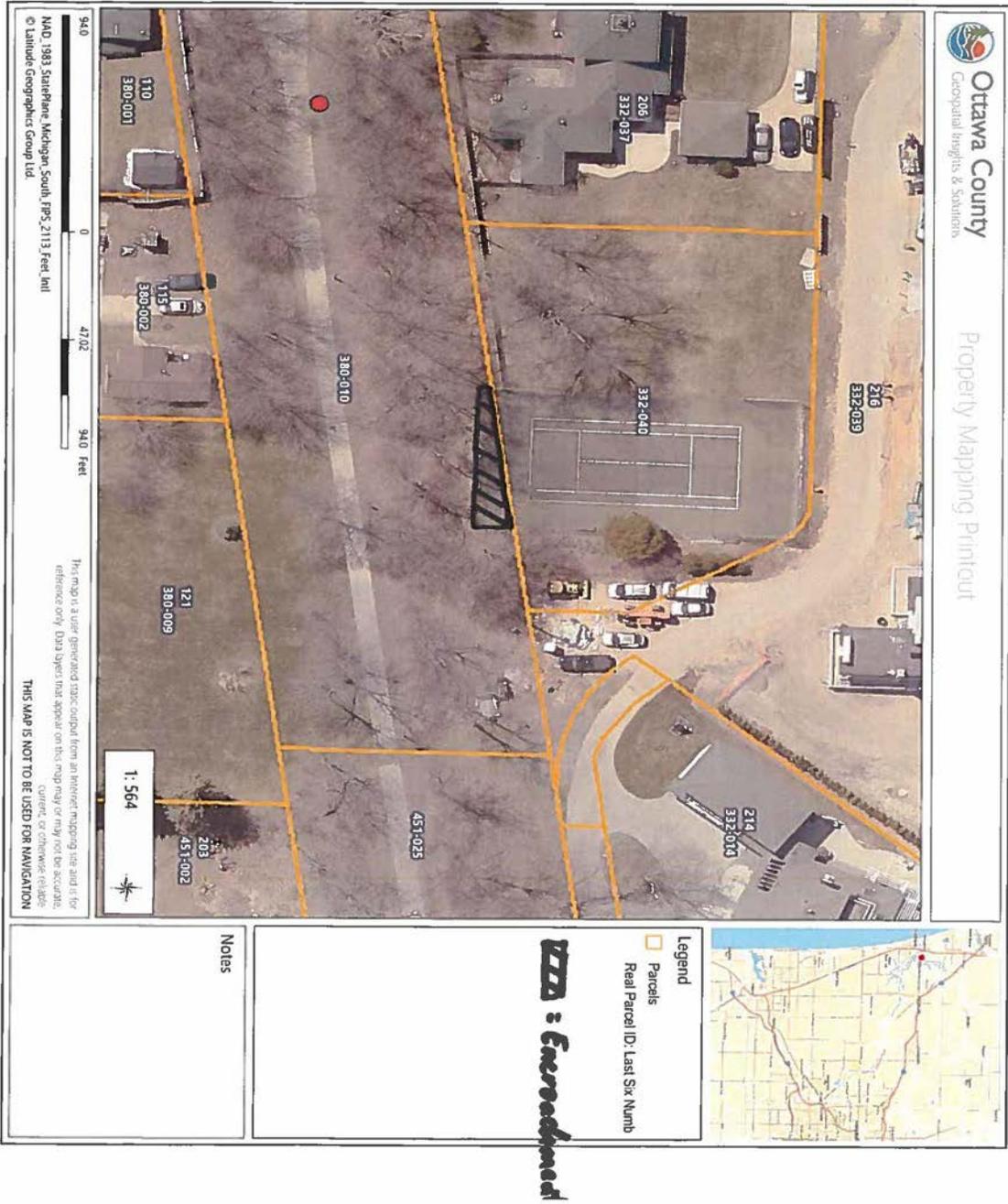
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[Signatures on following page]

EXHIBIT A

Depiction of Tennis Court Encroachment



CENTRAL PARK RESERVATION FORM

Physical address:

807 CENTRAL AVENUE, SPRING LAKE, MI 49456

If mailing form, please mail to:

102 W. SAVIDGE, SPRING LAKE, MI 49456



RESERVATION DATE: Sept 19, 2019 RESERVATION TIME: 1pm to 9pm

NAME: Spring Lake Fire Department open house

ADDRESS: 106 N. Fruitport Rd.

CITY/STATE/ZIP: Spring Lake, Mi 49456

^{office}~~Home~~ number: (616) 215-1590 Work number: ()

Cell number: (616) 843-8910 Email address: sbruneau@springlaketwp.org
(Steve Bruneau) psuhecki@springlaketwp.org

- CENTRAL PARK BALL FIELD ~ East field
- LANGELAND BALL FIELD ~ West field
- SHELTER #1 ~ East Shelter (approximately 120 people) Electrical, water and large grill available.
- SHELTER #2 ~ West Shelter (approximately 65 people) Electrical, water and grill available.
(use entrance by Ace Hardware)
- PICKLE BALL COURT(S) Indicate 1 through 8

Cancellations: Please give 24 hours advance notice of cancellation. If you have a weekend reservation, call by Friday at noon.

Late Arrival: Reservations will be held up to 1 hour after requested time at which time the shelter will be opened to the public.

****NO ALCOHOLIC BEVERAGES ALLOWED IN PARK****

SPRING LAKE VILLAS' PARKVIEW DRIVE - OFF OF ROTARY DRIVE - IS A PRIVATE STREET AND NOT TO BE USED AS A CUT-THRU. TRESPASSERS MAY BE STOPPED AND TICKETED IF USING IT AS A CUT-THRU. PLEASE USE ROTARY DRIVE FOR ALL EGRESS. OVERFLOW PARKING IS AVAILABLE BEHIND ACE HARDWARE. CARS SHOULD NOT PARK ON THE GRASS OR ALONG ROTARY DRIVE.

Please contact Mary Paparella at 616-842-1393 or by email at mary@springlakevillage.org for more information or to make a reservation.

For office use only:
Reserved form _____
(date)

CONTRIBUTION AGREEMENT

This Contribution 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 ("**Donor**"), and the VILLAGE OF SPRING LAKE, a Michigan municipal corporation, with an address of 102 West Savidge Street, Spring Lake, Michigan 49456 ("**Donee**"). The Donor desires to contribute to the Donee and the Donee desires to accept from the Donor, the Property (as defined below) upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. **Contribution.** The Donor intends to contribute to the Donee and the Donee intends to accept from the Donor that real property situated in the Village of Spring Lake, Ottawa County, Michigan, commonly known as 109 S. Jackson St., Spring Lake, MI 49456 (the "**Property**"), more particularly 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.

2. **Terms and Conditions.** The Donor's contribution, and the Donee's acceptance, of the Property, are subject to and contingent upon the following terms and conditions:

- a. Taxes and assessments for the Property being not in default;
- b. All liens and judgments, if any of record, being duly discharged or released;
- c. Both Donor and Donee warrant and represent to each other that neither party is represented by a real estate broker;
- d. Donor to cover at Donor's expense the total cost of any appraisal of the property;
- e. Appraisal being acceptable to Donor in Donor's sole and absolute discretion;
- f. Results of Donee's inspections being acceptable to Donee;
- g. Donee to cover at Donee's expense all other ordinary costs of closing including but not limited to any costs of survey, title insurance, transfer or recording fees; and
- h. Donor completing a FIRPTA affidavit stating that Donor is not a "foreign person" within the meaning of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

3. **Closing.** Closing of the transaction contemplated herein ("**Closing**") shall occur at a time and place to be agreed upon by the parties once the conditions to Closing contained herein

have been satisfied, but in no event later than September 1, 2019. At Closing, the Donor shall convey marketable title to the Donee subject to those covenants and easements of record, or which are apparent. Donee shall be entitled to possession of the Property as of the date of closing.

4. **Taxes.** The parties shall prorate, apportion and adjust as of the date Closing, 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 year's billed taxes and/or installment of assessments.

5. **No Warranty.** Donee agrees that, except as expressly contained in this Agreement, no representations or warranties by or on behalf of Donor, express or implied, are or have been made to Donee as to the condition of the subject Property, including improvements situated thereon. Donee is accepting the Property based solely upon its own inspections and investigations.

6. **Inspections.** Donor hereby grants to Donee and Donee's agents the right to enter upon the Property during the term between the execution of this agreement and the Closing to make a physical inspection of the Property and to perform such tests as Donee deems necessary and appropriate at Donee's expense. If Donee wishes to conduct an environmental survey of the Property, or to perform any tests on the Property, the Donee shall keep the Property in or restore the Property to its physical condition as of the date of execution. Donee agrees to indemnify and hold Donor harmless from and against any claim, suit, or damage arising out of Donee's entry, test(s) or inspection(s) on or about the Property, unless caused by Donor's willful misconduct or gross negligence. Such indemnity shall survive the Closing or any earlier termination of this Agreement. In the event that any advance determination with respect to any such examinations, studies, tests, reviews or inspections causes Donee, in its sole and absolute discretion, to believe that it is not prudent to proceed to Closing, then Donee may, at any time between the date of execution of this Agreement and the Closing, terminate this Agreement by giving written notice of such election to terminate to Donor in writing. In the event of termination, neither party shall have any liability to the other. Donee acknowledges that Donee has had sufficient time to examine, test, inspect, review and study the Property and waives any further rights of examination, testing, inspection, review or study and are satisfied that the Property is suitable for Donee's intended use.

7. **Confidentiality.** Donee acknowledges that all information in respect to the Property furnished to Donee by the Donor is and has been furnished on the condition that Donee keeps confidential the existence of the potential transaction contemplated herein until Closing. Donee may disclose such information, on a need-to-know basis to its employees and agents serving it in connection with this transaction

8. **Authority.** This Agreement and consummation of the transaction contemplated herein have been duly authorized by all necessary action on the part of the parties and, upon execution this Agreement shall constitute a legal, valid and binding obligation of the parties.

9. **Notices.** All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the Donor: Savidge Three, LLC
570 Seminole Road, Suite 200
Norton Shores, Michigan 49444
Attention: Kimberly Van Kampen

To the Donee: Village of Spring Lake
102 W. Savidge St.
Spring Lake, Michigan 49456
Attention: Christine Burns

10. **Severability.** In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

11. **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.

12. **Governing 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.

13. **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.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials as of the Effective Date.

VILLAGE OF SPRING LAKE

DATE: _____

By: _____

Its: _____

“Donee

SAVIDGE THREE, LLC

DATE: _____

By: Kimberly Van Kampen

Its: Manager

“Donor”

18632112-2

CONTRIBUTION AGREEMENT

This Contribution 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 ("**Donor**"), and the VILLAGE OF SPRING LAKE, a Michigan municipal corporation, with an address of 102 West Savidge Street, Spring Lake, Michigan 49456 ("**Donee**"). The Donor desires to contribute to the Donee and the Donee desires to accept from the Donor, the Property (as defined below) upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. **Contribution.** The Donor intends to contribute to the Donee and the Donee intends to accept from the Donor that real property situated in the Village of Spring Lake, Ottawa County, Michigan, commonly known as 109 S. Jackson St., Spring Lake, MI 49456 (the "**Property**"), more particularly 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.

2. **Terms and Conditions.** The Donor's contribution, and the Donee's acceptance, of the Property, are subject to and contingent upon the following terms and conditions:

- a. Taxes and assessments for the Property being not in default;
- b. All liens and judgments, if any of record, being duly discharged or released;
- c. Both Donor and Donee warrant and represent to each other that neither party is represented by a real estate broker;
- d. Donor to cover at Donor's expense the total cost of any appraisal of the property;
- e. Appraisal being acceptable to Donor in Donor's sole and absolute discretion;
- f. Results of Donee's inspections being acceptable to Donee;
- g. Donee to cover at Donee's expense all other ordinary costs of closing including but not limited to any costs of survey, title insurance, transfer or recording fees; and
- h. Donor completing a FIRPTA affidavit stating that Donor is not a "foreign person" within the meaning of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

3. **Closing.** Closing of the transaction contemplated herein ("**Closing**") shall occur at a time and place to be agreed upon by the parties once the conditions to Closing contained

herein have been satisfied, but in no event later than September 1, 2019. At Closing, the Donor shall convey marketable title to the Donee subject to those covenants and easements of record, or which are apparent. Donee shall be entitled to possession of the Property as of the date of closing.

4. **Taxes.** The parties shall prorate, apportion and adjust as of the date Closing, 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 year's billed taxes and/or installment of assessments.

5. **No Warranty.** Donee agrees that, except as expressly contained in this Agreement, no representations or warranties by or on behalf of Donor, express or implied, are or have been made to Donee as to the condition of the subject Property, including improvements situated thereon. Donee is accepting the Property based solely upon its own inspections and investigations.

6. **Inspections.** Donor hereby grants to Donee and Donee's agents the right to enter upon the Property during the term between the execution of this agreement and the Closing to make a physical inspection of the Property and to perform such tests as Donee deems necessary and appropriate at Donee's expense. If Donee wishes to conduct an environmental survey of the Property, or to perform any tests on the Property, the Donee shall keep the Property in or restore the Property to its physical condition as of the date of execution. Donee agrees to indemnify and hold Donor harmless from and against any claim, suit, or damage arising out of Donee's entry, test(s) or inspection(s) on or about the Property, unless caused by Donor's willful misconduct or gross negligence. Such indemnity shall survive the Closing or any earlier termination of this Agreement. In the event that any advance determination with respect to any such examinations, studies, tests, reviews or inspections causes Donee, in its sole and absolute discretion, to believe that it is not prudent to proceed to Closing, then Donee may, at any time between the date of execution of this Agreement and the Closing, terminate this Agreement by giving written notice of such election to terminate to Donor in writing. In the event of termination, neither party shall have any liability to the other. Donee acknowledges that Donee has had sufficient time to examine, test, inspect, review and study the Property and waives any further rights of examination, testing, inspection, review or study and are satisfied that the Property is suitable for Donee's intended use.

7. **Confidentiality.** Donee acknowledges that all information in respect to the Property furnished to Donee by the Donor is and has been furnished on the condition that Donee keeps confidential the existence of the potential transaction contemplated herein until Closing. Donee may disclose such information, on a need-to-know basis to its employees and agents serving it in connection with this transaction

8. **Authority.** This Agreement and consummation of the transaction contemplated herein have been duly authorized by all necessary action on the part of the parties and, upon execution this Agreement shall constitute a legal, valid and binding obligation of the parties.

9. **Notices.** All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the Donor: Savidge Three, LLC
570 Seminole Road, Suite 200
Norton Shores, Michigan 49444
Attention: Kimberly Van Kampen

To the Donee: Village of Spring Lake
102 W. Savidge St.
Spring Lake, Michigan 49456
Attention: Christine Burns

10. **Severability.** In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

11. **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.

12. **Governing 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.

13. **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.

14. **Entire Agreement.** This Agreement and the exhibits to this Agreement contain all of the representations and statements by Donor and Donee to one another and express the entire understanding between Donor and Donee with respect to the matters described herein. All

prior and contemporaneous communications concerning such matters are merged in and replaced by this Agreement

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials as of the Effective Date.

VILLAGE OF SPRING LAKE

DATE: _____

By: _____
Its: _____

“Donee

SAVIDGE THREE, LLC

DATE: _____

By: Kimberly Van Kampen
Its: Manager

“Donor”

Summary report:
Litéra® Change-Pro TDC 10.0.0.42 Document comparison done on
7/19/2019 4:55:00 PM

Style name: WNJ Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WNJDMS/WNJDMS/18632112/1	
Modified DMS: iw://WNJDMS/WNJDMS/18632112/2	
Changes:	
Add	3
Delete	1
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	4

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement ("**Agreement**"), is entered into effective as of _____ ("**Effective Date**"), by and between SAVIDGE TWO, LLC, a Michigan limited liability company, with a registered address of 570 Seminole Road, Suite 200, Norton Shores, Michigan 49444 ("**Savidge Two**"), 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 Two 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 Two and Village agree as follows:

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

2. **Title.**

a. Property A Title. Within fifteen (15) days of the Effective Date, Savidge Two will cause a title commitment covering the Property A (the "**Property A Title Commitment**") to be prepared and delivered to Savidge Two by a title company identified by Savidge Two ("**Title Insurer**"). Savidge Two will have ten (10) business days after receipt of the Property A Title Commitment to notify Village in writing of Savidge Two'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 Two 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 Two 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 Two will notify Village within five (5) days from the expiration of such 30-day period whether Savidge Two 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 Two, 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 Two on the Closing Date, Village shall purchase and provide to Savidge Two a policy of title insurance (without standard printed exceptions) to be issued pursuant to the Property A Title Commitment, insuring Savidge Two's fee simple absolute title in Property A in a reasonable amount identified by Savidge Two, 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 Two as Disapproved Exceptions.

b. Property B Title. Within fifteen (15) days of the effective date, Savidge Two 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 Two 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 Two 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 Two 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 Two 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 Two 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 Two 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 Two, or make available for review by Savidge Two, 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 Two and prior to closing, Savidge Two may inspect Property A. Savidge Two acknowledges that Property A may require repairs or maintenance and Savidge Two 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 Two shall provide to Village, or make available for review by Village, copies of the following documents to the extent that they are in Savidge Two's possession or control ("**Savidge Two'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 Two 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 Two, 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, 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;

c. 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;

d. Village has and can deliver to Savidge Two 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

e. 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 Two harmless, indemnify, and at Savidge Two's option, defend Savidge Two, 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 Two's Representations and Warranties.** Savidge Two represents and warrants to Village, 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 Savidge Two's knowledge, threatened against or relating to Property B;

b. Savidge Two, 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 Two's obligations under this Agreement;

c. 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;

d. Savidge Two 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

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

Savidge Two 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 Two's breach of any of the foregoing representations and warranties. Savidge Two's obligations under this paragraph shall survive the Closing.

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

a. Savidge Two'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 the property commonly known as 109 S. Jackson St., Spring Lake, MI 49456 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 Two, 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 Two is not willing to waive the contingency(ies), then Savidge Two may terminate this Agreement by a written notice to Village, in which case neither Village nor Savidge Two shall have any further liability to the other under this Agreement.

7. **Village's Contingencies.** 1. The obligation of the Village to close the acquisition of Property B and the transfer of Property A shall be contingent upon:

a. The Village's satisfaction with the results of all inspections of Property B;

b. All representations and warranties of Savidge Two set forth in this Agreement being true as of the Closing Date; and

c. Savidge Two having timely performed and complied in all respects with all covenants, obligations, and agreements to be performed or complied with by

Savidge Two under this Agreement.

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

8. **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 Two 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.

9. **Closing.**

a. Closing Date. The Closing shall take place at a time and place to be mutually agreed upon by Savidge Two and Village, but in any event not later than September 1, 2019 (the “**Closing Date**”).

b. Property A. At the time of Closing, Village shall execute and deliver to Savidge Two 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 Two 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 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 Two 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 Two's inspections, investigations and tests by Savidge Two, and the fees and expenses of Savidge Two's attorneys. At Closing, Savidge Two 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 Two shall execute and

deliver to Savidge Two 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 Two will be solely responsible for the cost of the title insurance policy, any special title insurance endorsements Savidge Two 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 Two's attorneys, accountants, engineers, and consultants. At Closing, Savidge Two 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.

10. 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 Two:

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 Two defaults in Savidge Two'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 Two, and neither Village nor Savidge Two 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 Two may terminate this Agreement by notice to Village, in which case neither Village nor Savidge Two shall have any further liability to the other under this Agreement.

c. Savidge Two/Village. Nothing contained herein or in any other instrument or agreement between Savidge Two 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 Two 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 Two 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 Two 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 Two 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 Two, Village and Savidge Two will execute and record a Short Form of this Agreement evidencing the Real Estate Exchange on a form reasonably determined by Savidge Two.

m. Entire Agreement. This Agreement and the exhibits to this Agreement contain all of the representations and statements by Village and Savidge Two to one another and express the entire understanding between Village and Savidge Two 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 Two and Village have caused this Agreement to be duly executed and delivered as of the Effective Date.

SAVIDGE TWO, LLC

By: Kimberly Van Kampen
Its: Manager

THE VILLAGE OF SPRING LAKE

By:
Its:

18463160-3

EXHIBIT A

Property A

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

That part of Lots 11 and 12, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, described as: Commencing at the Northeast corner of said Block 13, then along the North line of Block 13, South 89 degrees 48 minutes 00 seconds West 64.93 feet to the POINT OF BEGINNING of this description, said point being on the Northerly extension of the West line of an existing brick building commonly known as 102 W. Savidge Street; then along the West line of said existing brick building and the extension thereof, South 00 degrees 04 minutes 00 seconds West 98.92 feet; then South 89 degrees 37 minutes 06 seconds West 0.31 feet, said point being 66 feet West of the East line of Block 13; then North 00 degrees 22 minutes 06 seconds West 98.92 feet to the North line of Block 13, said point being 66 feet West of the Northeast corner of Block 13; then North 89 degrees 48 minutes 00 seconds East 1.07 feet to the point of beginning.

Address: 102 W. Savidge St., Spring Lake, 49456

Parcel ID No.: a portion of 70-03-15-382-008

EXHIBIT B

Property B

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

Property located on that portion of Lot 11, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, described as: Commencing at the Northeast corner of said Block 13, then along the East line of Block 13, South 00 degrees 22 minutes 07 seconds East 98.71 Feet to a point 60.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, South 89 degrees 37 minutes 06 seconds West 48.80 feet to the Northerly extension of the East line of an existing brick wall and the POINT OF BEGINNING of this easement; then along the East line of an existing brick wall and the Northerly extension thereof, South 00 degrees 16 minutes 39 seconds West 20.00 feet to a point 40.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, South 89 degrees 37 minutes 06 seconds West 20.37 feet to the West line of an existing brick wall; then along the West line of an existing brick wall, North 00 degrees 30 minutes 32 seconds East 10.19 feet to the Northwest corner of said brick wall; then South 89 degrees 56 minutes 00 seconds East 3.49 feet to the Southerly extension of the West line of an existing brick building commonly known as 102 W. Savidge Street; then along the West line of said existing brick building and the Southerly extension thereof, North 00 degrees 04 minutes 00 seconds East 9.83 feet, said point being 60.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, North 89 degrees 37 minutes 06 seconds East 16.88 feet to the point of beginning.

ALSO: the West 1/2 of the South 18.00 feet of the East 114.00 feet of Lot 11, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West.

Address: 106 W. Savidge St., Spring Lake, 49456
Parcel ID No.: portions of 70-03-15-382-008

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**License**") is made effective as of the _____, 2019 ("**Effective Date**"), by and between SAVIDGE TWO, LLC, a Michigan limited liability company, whose address is 570 Seminole Road, Suite 200, Muskegon, Michigan 49444 ("**Savidge Two**"), and SAVIDGE FOUR, LLC, a Michigan limited liability company, whose address is 570 Seminole Road, Suite 200, Muskegon, Michigan 49444 ("**Savidge Four**") and collectively with Savidge Two, the "**Licensee**"), and VILLAGE OF SPRING LAKE, a Michigan municipal corporation, whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 ("**Village**").

RECITALS

A. Licensee owns certain parcels of real property commonly known as 108-112 W. Savidge Street, Spring Lake, Michigan 49456 ("**Licensee Parcels**"), and the Village owns the public space which immediately abuts the Western boundary of the Licensee Parcels ("**Pocket Park**"); and

B. Licensee desires to obtain a license to use the Pocket Park for purposes contained herein, and the Village desires to grant the Licensee a license for such purposes.

AGREEMENT

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

1. **Licensed Premises.** During the Term of this license, the Village grants to Licensee and Licensee's agents, employees, tenants, customers, licensees and invitees (collectively, "**Licensee's Agents**") an exclusive license to use the Pocket Park, as more specifically described on **Exhibit A** attached hereto ("**Licensed Area**"), for outdoor dining, vending, the sale of merchandise, and other related uses. Licensee's license shall include the right of pedestrian ingress and egress to the Licensed Area over the driveways and maneuvering areas located in the Pocket Park.

2. **Term.** Unless earlier terminated as provided herein, the term of this License shall commence on the Effective Date ("**Commencement Date**"), and shall expire on the thirtieth (30th) anniversary of the Commencement Date ("**Term**"), unless otherwise terminated under the terms hereof. Licensee shall have the option to renew this License for successive five-year periods (each a "**Renewal Term**") by providing written notice to the Village of its intent to renew this license at least sixty (60) days prior to the termination of the Term or any Renewal Term.

3. **Termination.** Notwithstanding anything contained in this License to the contrary: (i) Licensee may terminate this License at any time during the Term of this License upon sixty (60) days' prior written notice to Village; and (ii) in the event any party breaches this License and such breach is not cured within fifteen (15) days after the receipt of written notice of such breach, the non-breaching party may terminate this License by written notice thereof to the other party.

4. **Consideration.** The Village shall not charge Licensee any fee for Licensee's use of the Licensed Area pursuant to this License. This License is granted in consideration of the Licensee's obligations undertaken by Licensee pursuant to the terms herein.

5. **Naming Rights.** Licensee is hereby granted the authority to name the Pocket Park, subject to the Village's approval, which shall not be unreasonably withheld, conditioned or delayed.

6. **Maintenance; Repair.** Licensee or Licensee's Agents shall be responsible for removing snow from the Licensed Area as part of the Licensee's normal snow removal service associated with the Licensee's operations. Any damage to the Pocket park caused by Licensee or Licensee's Agents shall promptly be repaired by Licensee or Licensee's Agents at their sole expense. Other than the obligations of Licensee referenced above, the Village shall be responsible for all other maintenance and repair required with regard to the Licensed Area.

7. **Waiver.** To be effective, the waiver of any provision, or of the breach of any provision, of this License must be set forth specifically, in writing, and signed by the waiving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

8. **Indemnification.** Except as otherwise prohibited by law, each party shall hold the other party, and their agents, employees, and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) the party's use or occupancy of the Licensed Area, or (ii) any breach by the party of any covenant or condition of this License.

9. **Notices.** All notices, demands, and requests given or required to be given pursuant to this License shall be in writing. All notices shall be deemed to have been properly given if served in person by messenger or courier, sent by United States registered or certified mail, postage prepaid, return receipt requested, or if sent by recognized overnight courier, postage prepaid, addressed to the address set forth above or such other address as each party may designate.

10. **Miscellaneous.** The failure of Licensee or the Village to insist upon the strict performance of any covenant of this License shall not be a waiver for the future of such covenant. Should any paragraph, subparagraph, or provision of this License be declared to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the License as a whole or any part thereof. The parties shall renegotiate, if possible, the invalid/unenforceable provision in a manner consistent with the original intent. This License shall be interpreted pursuant to the laws of the State of Michigan. This License contains the entire agreement between the parties and any or all prior or contemporaneous oral or written agreements made on behalf of either party shall be of no force and effect. This License shall be amended only by a written instrument signed by Licensee and the Village. All obligations arising prior to the termination of this License and all provisions of this License allocating responsibility or liability between the parties, including without limitation, the indemnity provisions, shall survive the

termination of this License. This License may be signed in one or more counterparts, and by different parties to this License 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 License or any notice delivered pursuant to this License, shall be deemed to have the same legal effect as original signatures on this License.

The undersigned have executed this License as of the date first set forth above.

IN WITNESS WHEREOF, the undersigned has executed this License as of the Effective Date.

SAVIDGE TWO, LLC, a Michigan limited liability company

By: Kimberly Van Kampen
Its: Manager

SAVIDGE FOUR, LLC, a Michigan limited liability company

By: Kimberly Van Kampen
Its: Manager

LICENSEE

VILLAGE OF SPRING LAKE, a Michigan municipal corporation

By: _____
Its: _____

VILLAGE

EXHIBIT A

Legal Description of Licensee Parcel

Real property situated in the Village of Spring Lake, Ottawa County, Michigan, described as:

The East 30.00 feet of the West 52.00 feet of the North 102.00 feet of Lot 6, Block 13, Bryant's Addition to the Village of Spring Lake, Spring Lake Township, Ottawa County, according to the recorded plat thereof.

ALSO: The East 14.00 feet of the North 102.00 feet of Lot 6, Block 13, of Bryant's Addition to the Village of Spring Lake.

The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed below is inconsistent in any way with the legal description listed above, the legal description listed above shall control.

Address: W. Savidge St., Spring Lake, 49456

Parcel ID No.: 70-03-15-382-028, and a portion of 70-03-15-382-024

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement ("**Agreement**"), is entered into effective as of _____ ("**Effective Date**"), by and between SAVIDGE TWO, LLC, a Michigan limited liability company, with a registered address of 570 Seminole Road, Suite 200, Norton Shores, Michigan 49444 ("**Savidge Two**"), 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 Two 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 Two and Village agree as follows:

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

2. **Title.**

a. Property A Title. Within fifteen (15) days of the Effective Date, Savidge Two will cause a title commitment covering the Property A (the "**Property A Title Commitment**") to be prepared and delivered to Savidge Two by a title company identified by Savidge Two ("**Title Insurer**"). Savidge Two will have ten (10) business days after receipt of the Property A Title Commitment to notify Village in writing of Savidge Two'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 Two 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 Two 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 Two will notify Village within five (5) days from the expiration of such 30-day period whether Savidge Two 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 Two, 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 Two on the Closing Date, Village shall purchase and provide to Savidge Two a policy of title insurance (without standard printed exceptions) to be issued pursuant to the Property A Title Commitment, insuring Savidge Two's fee simple absolute title in Property A in a reasonable amount identified by Savidge Two, 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 Two as Disapproved Exceptions.

b. Property B Title. Within fifteen (15) days of the effective date, Savidge Two 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 Two 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 Two 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 Two 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 Two 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 Two 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 Two 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 Two, or make available for review by Savidge Two, 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 Two and prior to closing, Savidge Two may inspect Property A. Savidge Two acknowledges that Property A may require repairs or maintenance and Savidge Two 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 Two shall provide to Village, or make available for review by Village, copies of the following documents to the extent that they are in Savidge Two's possession or control ("**Savidge Two'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 Two 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 Two, 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;~~

~~eb.~~ 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;

~~dc.~~ 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 Two as provided above;~~

~~fd.~~ Village has and can deliver to Savidge Two 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

~~ge.~~ 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 Two harmless, indemnify, and at Savidge Two's option, defend Savidge Two, 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 Two's Representations and Warranties.** Savidge Two represents and warrants to Village, 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 Savidge Two's knowledge, threatened against or relating to Property B;

~~ab.~~ Savidge Two, 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 Two's obligations under this Agreement;

~~bc.~~ 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;

ed. Savidge Two 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

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

Savidge Two 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 Two's breach of any of the foregoing representations and warranties. Savidge Two's obligations under this paragraph shall survive the Closing.

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

a. Savidge Two'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 the property commonly known as 109 S. Jackson St., Spring Lake, MI 49456 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 Two, 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 Two is not willing to waive the contingency(ies), then Savidge Two may terminate this Agreement by a written notice to Village, in which case neither Village nor Savidge Two shall have any further

liability to the other under this Agreement.

7. Village's Contingencies. 1. The obligation of the Village to close the acquisition of Property B and the transfer of Property A shall be contingent upon:

a. The Village's satisfaction with the results of all inspections of Property B;

b. All representations and warranties of Savidge Two set forth in this Agreement being true as of the Closing Date; and

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

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

78. 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 Two 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.

89. Closing.

a. Closing Date. The Closing shall take place at a time and place to be mutually agreed upon by Savidge Two and Village, but in any event not later than September 1, 2019 (the "**Closing Date**").

b. Property A. At the time of Closing, Village shall execute and deliver to Savidge Two 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 Two 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 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 Two 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 Two's inspections, investigations and tests by Savidge Two, and the fees and expenses of Savidge Two's attorneys. At Closing, Savidge Two 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 Two shall execute and deliver to Savidge Two 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 Two will be solely responsible for the cost of the title insurance policy, any special title insurance endorsements Savidge Two 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 Two' attorneys, accountants, engineers, and consultants. At Closing, Savidge Two 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.

910. 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 Two:

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 Two defaults in Savidge Two'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 Two, and neither Village nor Savidge Two 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 Two may terminate this Agreement by notice to Village, in which case neither Village nor Savidge Two shall have any further liability to the other under this Agreement.

c. Savidge Two/Village. Nothing contained herein or in any other instrument or agreement between Savidge Two 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 Two 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 Two 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 Two 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 Two 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 Two, Village and Savidge Two will execute and record a Short Form of this Agreement evidencing the Real Estate Exchange on a form reasonably determined by Savidge Two.

m. Entire Agreement. This Agreement and the exhibits to this Agreement contain all of the representations and statements by Village and Savidge Two to one another and express the entire understanding between Village and Savidge Two 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 Two and Village have caused this Agreement to be duly executed and delivered as of the Effective Date.

SAVIDGE TWO, LLC

By: Kimberly Van Kampen
Its: Manager

THE VILLAGE OF SPRING LAKE

By:
Its:

18463160-[2](#)

EXHIBIT A

Property A

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

That part of Lots 11 and 12, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Block 13, then along the North line of Block 13, South 89 degrees 48 minutes 00 seconds West 64.93 feet to the POINT OF BEGINNING of this description, said point being on the Northerly extension of the West line of an existing brick building commonly known as 102 W. Savidge Street; then along the West line of said existing brick building and the extension thereof, South 00 degrees 04 minutes 00 seconds West 98.92 feet; then South 89 degrees 37 minutes 06 seconds West 0.31 feet, said point being 66 feet West of the East line of Block 13; then North 00 degrees 22 minutes 06 seconds West 98.92 feet to the North line of Block 13, said point being 66 feet West of the Northeast corner of Block 13; then North 89 degrees 48 minutes 00 seconds East 1.07 feet to the point of beginning.

ALSO: The East 30.00 feet of the West 52.00 feet of the North 102.00 feet of Lot 6, Block 13, Bryant's Addition to the Village of Spring Lake, Spring Lake Township, Ottawa County, according to the recorded plat thereof.

ALSO: The East 14.00 feet of the North 102.00 feet of Lot 6, Block 13, of Bryant's Addition to the Village of Spring Lake.

Address: W. Savidge St., Spring Lake, 49456

Parcel ID No.: a portion of 70-03-15-382-008, the entirety of 70-03-15-382-028, and a portion of 70-03-15-382-024

EXHIBIT B

Property B

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

Address:

Parcel ID No.:

**Summary report:
 Litéra® Change-Pro TDC 10.0.0.42 Document comparison done on
 7/19/2019 4:53:23 PM**

Style name: WNJ Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WNJDMS/WNJDMS/18463160/1	
Modified DMS: iw://WNJDMS/WNJDMS/18463160/2	
Changes:	
Add	20
Delete	14
Move From	1
Move To	1
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	36

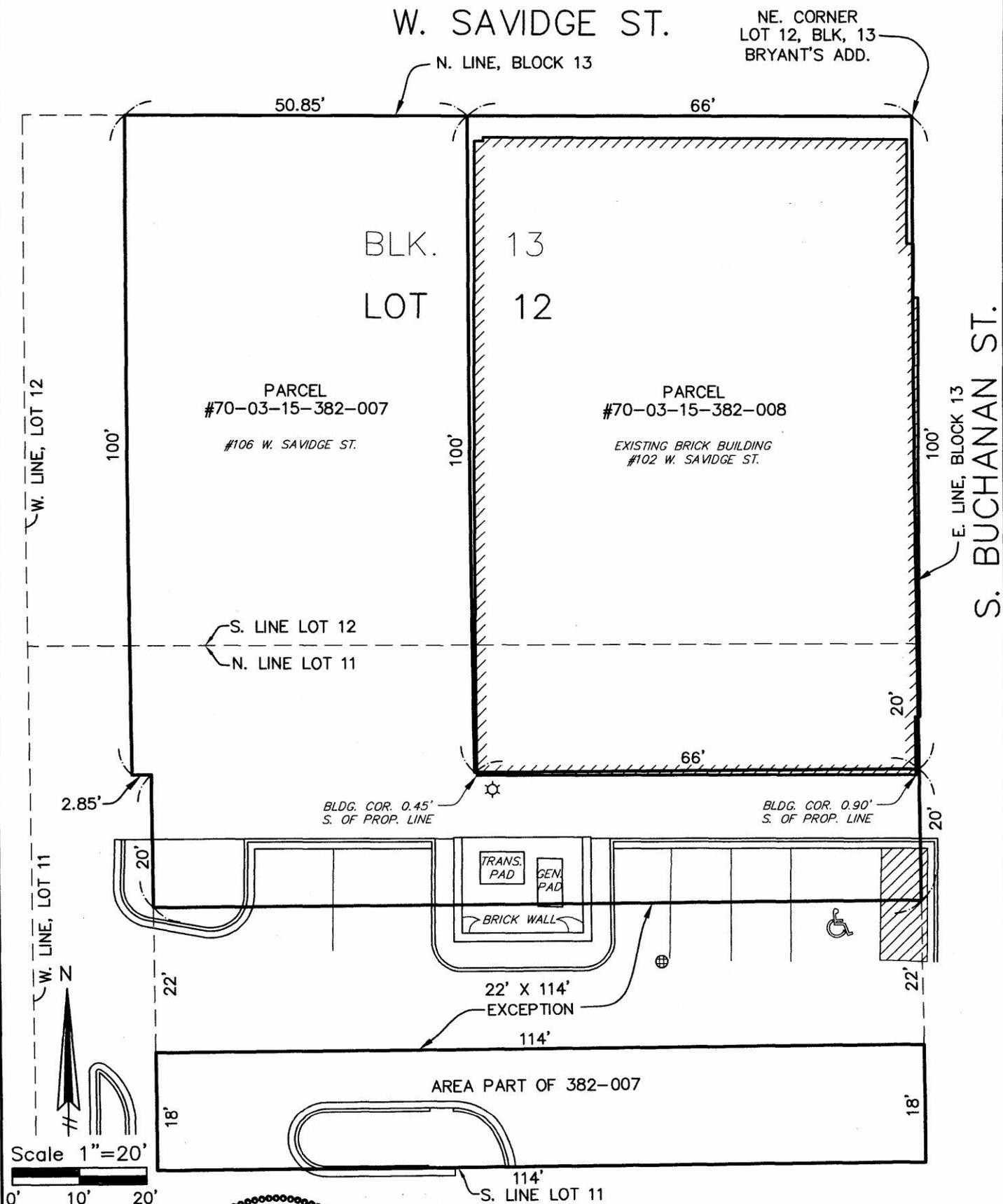
EXISTING PARCEL MAP

Existing Parcel 70-03-15-382-008 (102 W. Savidge St.)

Land situated in Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan and described as: The North 1/4 of the East 1/2 of Lot 11 and ALSO the East 1/2 of Lot 12, Block 13, Bryant's Addition.

Existing Parcel 70-03-15-382-007 (106 W. Savidge St.) Document No. 2017-0041788 Ottawa County Records.

That part of Lots 11 and 12, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan, commencing 66 feet West of the Northeast corner of Block 13, West 50.85 feet, South 100 feet, East 50.85 feet, North 100 feet to beginning. Also South 60 feet of the East 114 feet of Lot 11 except the North 22 feet of the South 40 feet of the East 114 feet of Lot 11 (used for alley).



BRIAN A. FORD
 Brian A. Ford Professional Surveyor No. 47199

Milanowski and Englert
 Engineering and Surveying
 403 Oak Street - Spring Lake, Michigan 49456
 Phone (616) 847-4070 Fax (616) 847-6626

This survey was made from the legal description. The description should be compared with the plat title of this assurance. In accuracy, easements and exceptions.

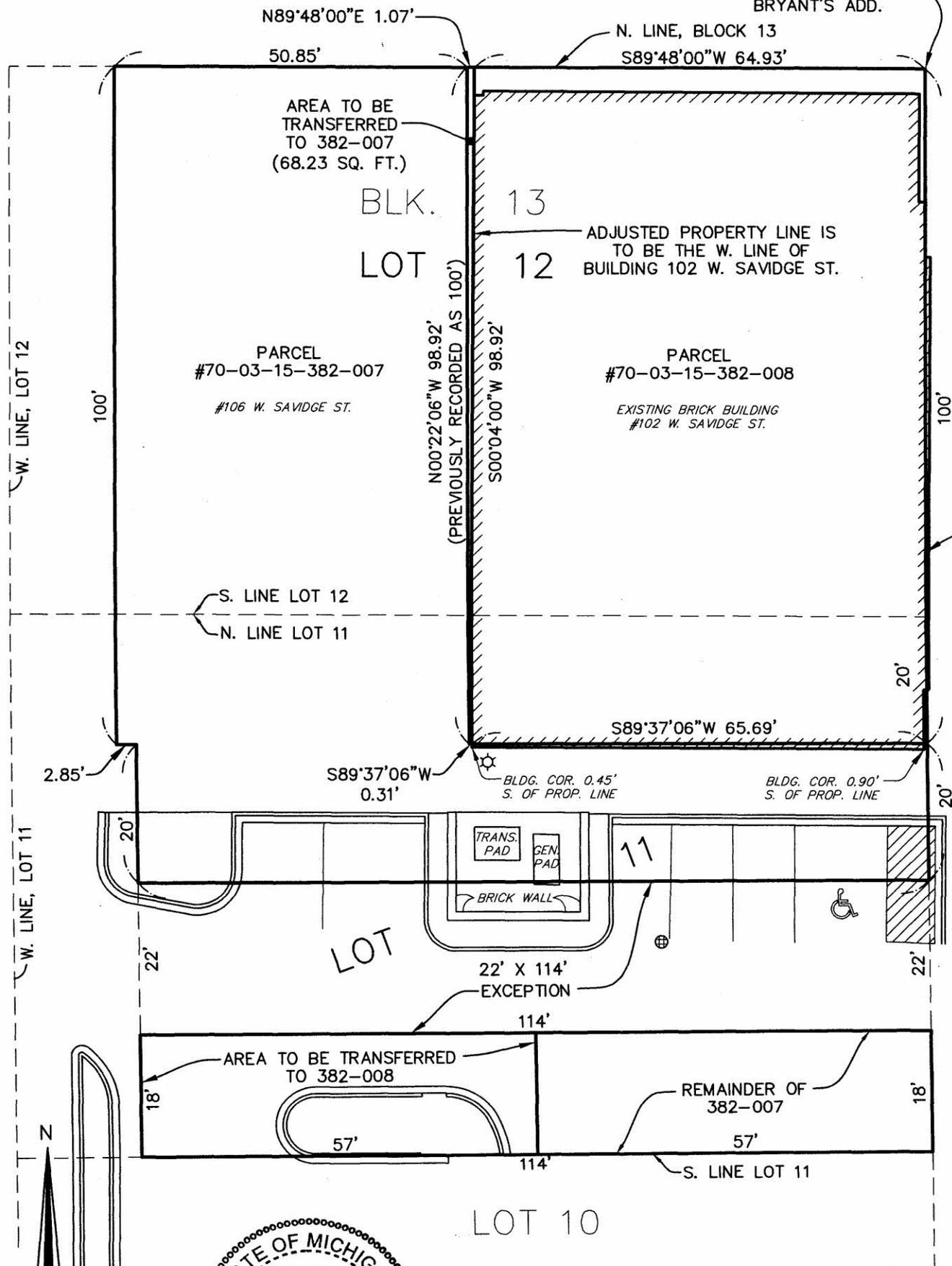
LEGEND	
□	SET CON. MON
■	FOUND CONC. MON
○	SET CAPPED IRON
△	SET MAG NAIL
●	FOUND IRON
"X"	SET CUT "X"
P.	PLATTED
M.	MEASURED
D.	DESCRIBED
CALC.	CALCULATED

FOR VILLAGE OF SPRING LAKE	
Sec. 15, T.8N., R.16W., VILLAGE OF SPRING LAKE	
DATE JULY 24, 2019	DRAWN BY TV
SHEET 1 of 7	JOB NO. 15960

AREAS TO BE TRANSFERRED
SEE SHEET 3 OF 7 FOR AREA TO BE
TRANSFERRED DESCRIPTIONS

W. SAVIDGE ST.

NE. CORNER
LOT 12, BLK, 13
BRYANT'S ADD.



S. BUCHANAN ST.

STATE OF MICHIGAN
BRIAN A. FORD
PROFESSIONAL SURVEYOR
No. 47199
LICENSED PROFESSIONAL SURVEYOR

Scale 1"=20'
0' 10' 20'

Brian A. Ford Professional Surveyor No. 47199

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

□	SET CON. MON
■	FOUND CONC. MON
○	SET CAPPED IRON
△	SET MAG NAIL
●	FOUND IRON
"X"	SET CUT "X"
P.	PLATTED
M.	MEASURED
D.	DESCRIBED
CALC.	CALCULATED

Milanowski and Englert
Engineering and Surveying
403 Oak Street - Spring Lake, Michigan 49456
Phone(616)847-4070 Fax(616)847-6626

FOR VILLAGE OF SPRING LAKE

Sec. 15, T.8N.,R.16W., VILLAGE OF SPRING LAKE

DATE JULY 24, 2019	DRAWN BY TV
SHEET 2 of 7	JOB NO. 15960

AREAS TO BE TRANSFERRED

Area to be transferred to Parcel 70-03-15-382-007

That part of Lots 11 and 12, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Block 13, then along the North line of Block 13, South 89 degrees 48 minutes 00 seconds West 64.93 feet to the POINT OF BEGINNING of this description, said point being on the Northerly extension of the West line of an existing brick building commonly known as 102 W. Savidge Street; then along the West line of said existing brick building and the extension thereof, South 00 degrees 04 minutes 00 seconds West 98.92 feet to a point 60.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, South 89 degrees 37 minutes 06 seconds West 0.31 feet, said point being 66 feet West of the East line of Block 13; then North 00 degrees 22 minutes 06 seconds West 98.92 feet (previously recorded as 100.00 feet) to the North line of Block 13, said point being 66 feet West of the Northeast corner of Block 13; then North 89 degrees 48 minutes 00 seconds East 1.07 feet to the point of beginning.

Area to be transferred to Parcel 70-03-15-382-008

The West 1/2 of the South 18.00 feet of the East 114.00' of Lot 11, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan.



[Handwritten Signature]
 Brian A. Ford Professional Surveyor No. 47199

Milanowski and Englert
 Engineering and Surveying
 403 Oak Street - Spring Lake, Michigan 49456
 Phone(616)847-4070 Fax(616)847-6626

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND	
□	SET CON. MON
■	FOUND CONC. MON
○	SET CAPPED IRON
△	SET MAG NAIL
●	FOUND IRON
"X"	SET CUT "X"
P.	PLATTED
M.	MEASURED
D.	DESCRIBED
CALC.	CALCULATED

FOR VILLAGE OF SPRING LAKE	
Sec. 15, T.8N.,R.16W., VILLAGE OF SPRING LAKE	
DATE JULY 24, 2019	DRAWN BY TV
SHEET 3 of 7	JOB NO. 15960

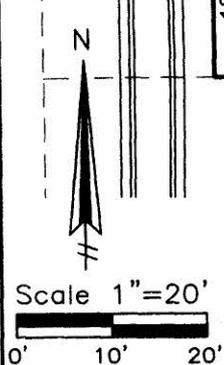
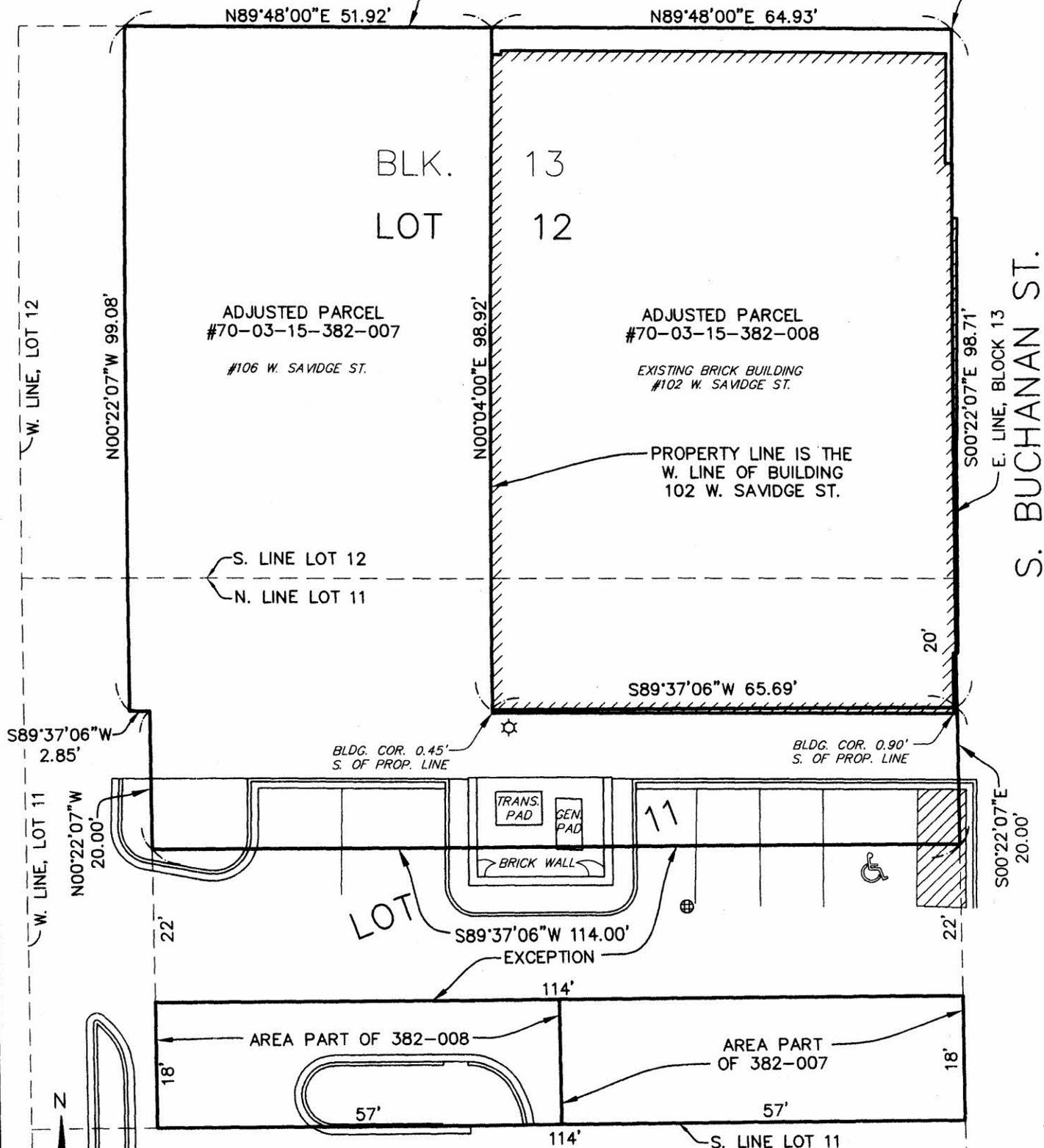
PROPERTY LINE ADJUSTMENT - ADJUSTED PARCELS

SEE SHEET 5 OF 7 FOR ADJUSTED
PARCEL DESCRIPTIONS

W. SAVIDGE ST.

NE. CORNER
LOT 12, BLK, 13
BRYANT'S ADD.

N. LINE, BLOCK 13



STATE OF MICHIGAN
BRIAN A. FORD
PROFESSIONAL SURVEYOR
No. 47199
LICENSED PROFESSIONAL SURVEYOR

Brian A. Ford Professional Surveyor No. 47199

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

- SET CON. MON
- FOUND CONC. MON
- SET CAPPED IRON
- SET MAG NAIL
- FOUND IRON
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- "X" SET CUT "X"
- P. PLATTED
- M. MEASURED
- D. DESCRIBED
- CALC. CALCULATED

Milanowski and Englert
Engineering and Surveying
403 Oak Street - Spring Lake, Michigan 49456
Phone(616)847-4070 Fax(616)847-6626

FOR VILLAGE OF SPRING LAKE
Sec. 15, T.8N.,R.16W., VILLAGE OF SPRING LAKE

DATE JULY 24, 2019	DRAWN BY TV
SHEET 4 of 7	JOB NO. 15960

PROPERTY LINE ADJUSTMENT – ADJUSTED DESCRIPTIONS

Adjusted description of Parcel 70-03-15-382-008 (102 W. Savidge St.)

That part of Lots 11 and 12, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan, described as: Beginning at the Northeast corner of said Block 13, then along the East line of Block 13, South 00 degrees 22 minutes 07 seconds East 98.71 feet to a point 60.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, South 89 degrees 37 minutes 06 seconds West 65.69 feet to the West line of an existing brick building commonly known as 102 W. Savidge Street; then along the West line of said existing brick building and the Northerly extension thereof, North 00 degrees 04 minutes 00 seconds East 98.92 feet to the North line of Block 13; then along the North line of Block 13, North 89 degrees 48 minutes 00 seconds East 64.93 feet to the point of beginning. ALSO the West 1/2 of the South 18.00 feet of the East 114.00' of Lot 11, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan.

Adjusted description of Parcel 70-03-15-382-007

That part of Lots 11 and 12, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Block 13, then along the North line of Block 13, South 89 degrees 48 minutes 00 seconds West 64.93 feet to a point on the Northerly extension of the West line of an existing brick building commonly known as 102 W. Savidge Street and the POINT OF BEGINNING of this description; then along the West line of said existing brick building and the Northerly extension thereof, South 00 degrees 04 minutes 00 seconds West 98.92 feet to a point 60.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, North 89 degrees 37 minutes 06 seconds East 65.69 feet to the East line of Block 13 said point being South 00 degrees 22 minutes 07 seconds East 98.71 feet from the Northeast corner of said Block 13 as measured along the East line of Block 13; then along the East line of Block 13, South 00 degrees 22 minutes 07 seconds East 20.00 feet to a point 40.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, South 89 degrees 37 minutes 06 seconds West 114.00 feet; then parallel with the East line of Block 13, North 00 degrees 22 minutes 07 seconds West 20.00 feet to a point 60.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, South 89 degrees 37 minutes 06 seconds West 99.08 feet (previously recorded as 100.00 feet) to the North line of Block 13; then along the North line of Block 13, North 89 degrees 48 minutes 00 seconds East 51.92 feet to the point of beginning. ALSO the East 1/2 of the South 18.00 feet of the East 114.00' of Lot 11, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan.



[Handwritten Signature]
 Brian A. Ford Professional Surveyor No. 47199

**Milanowski and Englert
 Engineering and Surveying**
 403 Oak Street – Spring Lake, Michigan 49456
 Phone(616)847-4070 Fax(616)847-6626

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND	
□	SET CON. MON
■	FOUND CONC. MON
○	SET CAPPED IRON
△	SET MAG NAIL
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"X"	SET CUT "X"
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M.	MEASURED
D.	DESCRIBED
CALC.	CALCULATED

FOR VILLAGE OF SPRING LAKE	
Sec. 15, T.8N.,R.16W., VILLAGE OF SPRING LAKE	
DATE JULY 24, 2019	DRAWN BY TV
SHEET 5 of 7	JOB NO. 15960

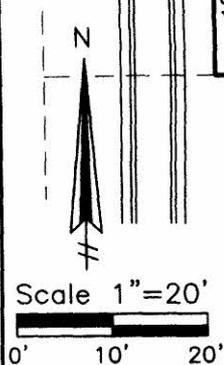
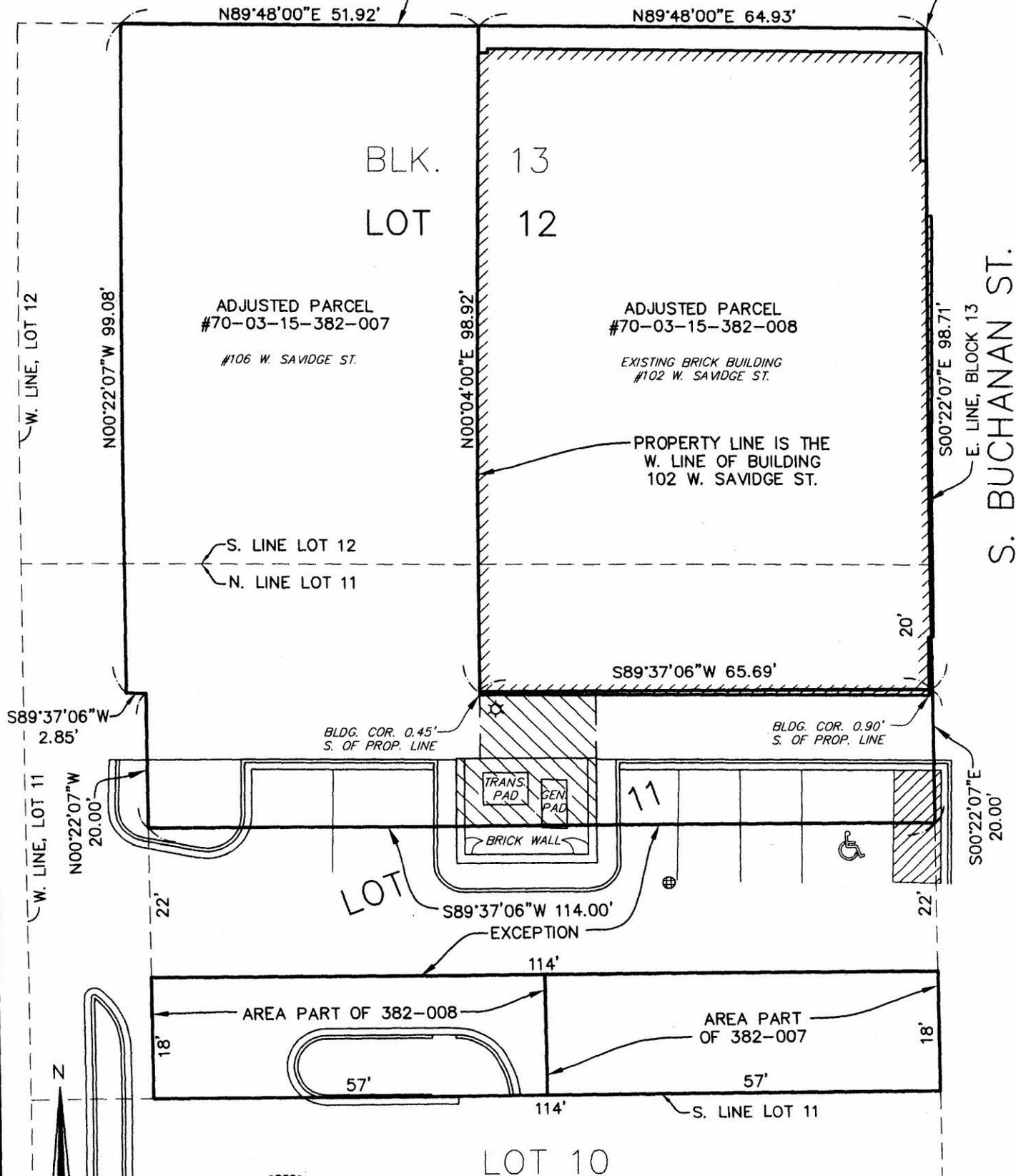
EASEMENT LOCATION OVERVIEW

SEE SHEET 7 OF 7 FOR EASEMENT
DETAIL AND DESCRIPTION

W. SAVIDGE ST.

NE. CORNER
LOT 12, BLK, 13
BRYANT'S ADD.

N. LINE, BLOCK 13



STATE OF MICHIGAN
BRIAN A. FORD
PROFESSIONAL SURVEYOR
No. 47199

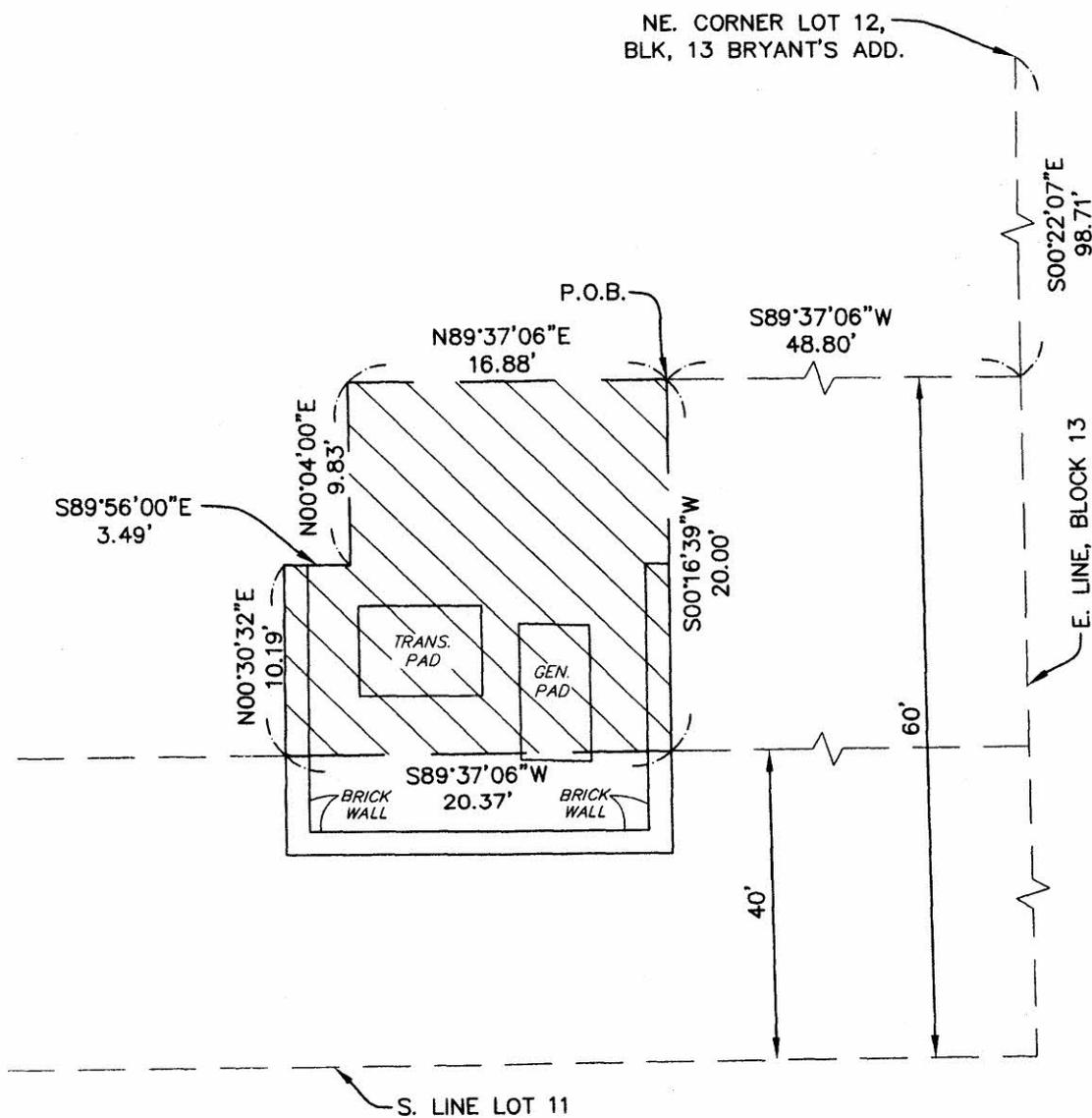
 PROPOSED EASEMENT AREA
FOR GENERATOR USE
SEE SHEET 7 OF 7 FOR
EASEMENT DETAIL AND
DESCRIPTION.

Brian A. Ford Professional Surveyor No. 47199 <i>This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.</i>		Milanowski and Englert Engineering and Surveying 403 Oak Street - Spring Lake, Michigan 49456 Phone(616)847-4070 Fax(616)847-6626	
LEGEND □ SET CON. MON ■ FOUND CONC. MON ○ SET CAPPED IRON △ SET MAG NAIL ● FOUND IRON "X" SET CUT "X" P. PLATTED M. MEASURED D. DESCRIBED CALC. CALCULATED		FOR VILLAGE OF SPRING LAKE Sec. 15, T.8N.,R.16W., VILLAGE OF SPRING LAKE	
DATE JULY 24, 2019		DRAWN BY TV	
SHEET 6 of 7		JOB NO. 15960	

EASEMENT DETAIL AND DESCRIPTION

Proposed easement for generator use

Easement located on that portion of Lot 11, Block 13, Bryant's Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Block 13, then along the East line of Block 13, South 00 degrees 22 minutes 07 seconds East 98.71 Feet to a point 60.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, South 89 degrees 37 minutes 06 seconds West 48.80 feet to the Northerly extension of the East line of an existing brick wall and the POINT OF BEGINNING of this easement; then along the East line of an existing brick wall and the Northerly extension thereof, South 00 degrees 16 minutes 39 seconds West 20.00 feet to a point 40.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, South 89 degrees 37 minutes 06 seconds West 20.37 feet to the West line of an existing brick wall; then along the West line of an existing brick wall, North 00 degrees 30 minutes 32 seconds East 10.19 feet to the Northwest corner of said brick wall; then South 89 degrees 56 minutes 00 seconds East 3.49 feet to the Southerly extension of the West line of an existing brick building commonly known as 102 W. Savidge Street; then along the West line of said existing brick building and the Southerly extension thereof, North 00 degrees 04 minutes 00 seconds East 9.83 feet, said point being 60.00 feet North of the South line of said Lot 11 as measured at right angles; then parallel with the South line of said Lot 11, North 89 degrees 37 minutes 06 seconds East 16.88 feet to the point of beginning.



Scale 1"=10'
0' 5' 10'



PROPOSED EASEMENT AREA FOR GENERATOR USE.

Brian A. Ford Professional Surveyor No. 47199

This survey was made from the legal description shown above. The description should be compared with the Abstract, Title or Title Insurance Policy for accuracy, easements and exceptions.

- LEGEND**
- SET CON. MON
 - FOUND CONC. MON
 - SET CAPPED IRON
 - △ SET MAG NAIL
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 - D. DESCRIBED
 - CALC. CALCULATED

Milanowski and Englert Engineering and Surveying 403 Oak Street - Spring Lake, Michigan 49456 Phone(616)847-4070 Fax(616)847-6626	
FOR VILLAGE OF SPRING LAKE	
Sec. 15, T.8N.,R.16W., VILLAGE OF SPRING LAKE	
DATE JULY 24, 2019	DRAWN BY TV
SHEET 7 of 7	JOB NO. 15960



July 31, 2019

Re: Holiday Inn Water Main
Extension

Mr. Wally Delamater
Village of Spring Lake
102 West Savidge Street
Spring Lake, Michigan 49456

Dear Mr. Delamater,

Moore+Bruggink, Inc., is pleased to provide a proposal for design engineering and construction engineering services for the Holiday Inn Water Main Extension Project located in the Village of Spring Lake, Ottawa County, Michigan.

In preparing this quote, we reviewed the project limits with you and determined the scope of the water main extension required. We understand a bid has been received from a contractor to directionally drill a proposed public water main extension and that detailed plans are required to obtain the necessary permits and easements required for the extension.

Based on this background, our services for the design, and construction engineering will include the following:

1. Topographic Survey: Our experienced survey crew will perform a full topographic and boundary survey of the project area where the water main extension is to be made. This survey will give us a base map of the removal and improvement areas and allow us to log all construction-related items. This information will serve as a base for the design of the planned improvements.
2. Prepare Easement Documents: We will prepare the necessary legal descriptions and exhibit maps to obtain an easement over the water main extension to allow for access and future maintenance by the Village.
3. Prepare Plans: With the information gathered during the topographic survey, we will prepare preliminary removal and improvement plans, detail sheets, and cost estimates for Village and Michigan Department of Environment, Great Lakes, and Energy (EGLE) review.
4. Prepare Specifications: We will prepare contract specifications, construction special provisions, and details that meet Village and EGLE requirements.
5. Prepare and Apply for All Permits: We anticipate that an EGLE water supply system permit and a Soil Erosion and Sedimentation Control (SESC) permit will be required for the project. Moore+Bruggink will provide all documentation for the permit applications.



6. Preconstruction Meetings: Upon award by the Village, we will coordinate and schedule a preconstruction meeting with the contractor, Village representatives, and utility companies. The meeting will be an opportunity to verbally reinforce any special work items that are identified in the design. We will also review permit requirements, communication plans, and project schedules.
7. Construction Staking: Our survey crew will field stake all proposed improvements for the contractor. This will ensure the project is constructed per plan to meet necessary budget constraints.
8. Construction Inspection: Moore+Bruggink will provide construction inspection for the project as required by EGLE. We have estimated a week and a half construction period in which we will monitor all stages of construction to ensure the project is constructed per the plans and specifications. We will prepare a final pay estimate based on as-built quantities in each phase at the completion of the work. We will also prepare all necessary contract change orders.
9. Testing: Moore+Bruggink will coordinate all necessary testing as required by EGLE and the Village. This will ensure all construction materials meet the specified requirements for gradation, density, and placement procedures. We will also collect material certifications and track all materials used during construction.
10. Construction Records: Based on previous projects, we anticipate a few days following construction to complete the necessary record file keeping and as-built documents. During this period, the inspector will obtain as-built measurements and drawings, prepare final pay recommendations and review with contractor, and verify that all punch list items are completed.

Moore+Bruggink understands the Village's requirements for budgets and project financial planning. There are many project variables in establishing fees. However, we only charge for our time required by the project. Based on our experience in projects such as this and based on a typical project with good communication and detailed plans and specifications, we are providing a not-to-exceed budget for your use as follows:

Design Phase

– Topographic & Boundary Survey	\$1,750.00
– Easement Documents	\$1,000.00
– Design and Permitting	\$5,476.00
– Miscellaneous (mileage, printing, etc.)	<u>\$374.00</u>

Subtotal **\$8,600.00**

Construction Phase

– Construction Staking	\$1,500.00
– Construction Engineering & Inspection	\$10,198.00
– Testing	\$1,250.00
– Miscellaneous (mileage, printing, etc.)	<u>\$552.00</u>

Subtotal **\$13,500.00**

Total Design & Construction Engineering Cost: **\$22,100.00**



Mr. Wally Delamater
July 31, 2019
Page 3

For your reference, we have enclosed our level of effort breakdown for the preliminary study, design engineering, and construction engineering for the project.

We estimate that the work described herein can commence within two weeks of your authorization to proceed.

We look forward to being of service to you on this project. If you have any questions or concerns, please let me know.

Sincerely,

Ryan Arends, P.E.

Enclosure

cc: Ms. Christine Burns, Village of Spring Lake



June 17, 2019

*Proposal: South Lake Lift Station
Improvements*

Mr. Wally Delamater
Village of Spring Lake
102 West Savidge Street
Spring Lake, Michigan 49456

Dear Mr. Delamater,

Moore+Bruggink, Inc., is pleased to provide a quotation for preliminary study, design engineering, and construction engineering services for the South Lake Lift Station Improvements Project located in the Village of Spring Lake, Ottawa County, Michigan.

In preparing this quote, we reviewed the project limits with you and determined the extent of the improvements required. Several alternatives were considered for renovating the station, including restoration using the existing dry well configuration, conversion of the lift station to a submersible station configuration, and conversion to a suction lift station. We also evaluated the feasibility of modifying gravity sewers to eliminate the need for the station.

From this review, we identified that the system cannot flow by gravity due to the grades in the area and that the receiving 18 inch diameter sewer is installed nearly at minimum depth, so the station must then remain in place and be restored to provide reliable operation. We understand the Village wishes to utilize a packaged suction lift pump station above grade, which will provide cost savings in construction as well as reducing ongoing costs, as compared to other alternatives. The project would also include improvements to the bypass arrangement, update pump controls, reuse the existing standby generator, and tie in all new process equipment to the existing SCADA system. We understand the Village wishes to utilize sanitary sewer funds over two fiscal years to fund the project.

Based on this background, our services for the preliminary study, design, and construction engineering will include the following:

1. Preliminary Study: Our survey & inspection staff have obtained elevation of gravity sanitary sewers in the area, and the following evaluation determined that eliminating the South Lake Lift Station is not feasible. The elevations and utility information obtained will be incorporated into the as-built sheet set for records.
2. Site & System Review: We have reviewed the site and the cathodic protection system survey technical memo performed by Corrpro, which identifies less than ideal soil resistivity for passive cathodic protection. Installation of an impressed current cathodic protection is not recommended by M+B, as the station drywell already has significant corrosion, and repairs to the drywell would be extremely



costly due to depths and groundwater concerns. From discussion with Village staff, the preferred scope would be to instead retrofit a suction lift pump station above the existing wetwell and abandon the existing drywell below grade.

3. Topographic Survey: Our experienced survey crew will perform a full topographic and boundary survey of the project area where improvements are to be made. This survey will give us a base map of the removal and improvement areas and allow us to log all construction-related items. This information will serve as a base for the design of the planned improvements.
4. Prepare Plans: Based on Work Items 2 and 3 above, we will prepare preliminary removal and improvement plans, detail sheets, and cost estimates for Village and Michigan Department of Environment, Great Lakes & Energy (EGLE) review.
5. Prepare and Apply for All Permits: We anticipate that an EGLE wastewater system permit, and a Soil Erosion and Sedimentation Control (SESC) permit will be required. Moore+Bruggink will provide all documentation for the permit applications.
6. Contract Quantities: We will confirm the project scope and compile pay items with quantities for the project. We will finalize an engineer's estimate of project costs prior to bidding and review with the Village to confirm project budgets. We will identify and discuss any areas of potential project savings with you and your staff.
7. Bid Documents: We will prepare contract documents that meet EGLE requirements. These documents include progress schedules, maintenance of traffic requirements, construction special provisions, and a unit price engineer's estimate. These documents will then be advertised for bidding on behalf of the Village.
8. Bid Services: Moore+Bruggink will respond to questions from bidders throughout the bid process and issue addendums if necessary. We will then assist the Village at the bid opening, review/analyze the low bid, and prepare a final project budget for the Village.
9. Preconstruction Meetings: Upon confirmation of the low bid and award by the Village, we will coordinate and schedule a preconstruction meeting with the contractor, Village representatives, and utility companies. The meeting will be an opportunity to verbally reinforce any special work items that are identified in the design. We will also review permit requirements, communication plans, and project schedules.
10. Construction Staking: Our survey crew will field stake all proposed improvements for the contractor. This will ensure the project is constructed per plan to meet necessary budget constraints.
11. Construction Inspection: Moore+Bruggink will provide construction inspection for the project as required by EGLE. We have estimated a four-week construction period in which we will monitor all stages of construction to ensure the project is



constructed per the plans and specifications. We will prepare a final pay estimate based on as-built quantities in each phase at the completion of the work. We will also prepare all necessary contract change orders.

12. Testing: Moore+Bruggink will coordinate all necessary testing as required by EGLE and the Village. This will ensure all construction materials meet the specified requirements for gradation, density, and placement procedures. We will also collect material certifications and track all materials used during construction.
13. Construction Records: Based on previous projects, we anticipate a few days following construction to complete the necessary record file keeping and as-built documents. During this period, the inspector will obtain as-built measurements and drawings, prepare final pay recommendations and review with contractor, and verify that all punch list items are completed.

Moore+Bruggink understands the Village's requirements for budgets and project financial planning. There are many project variables in establishing fees. However, we only charge for our time required by our client's needs. Based on our experience in projects such as this and based on a typical project with good communication and detailed bid packages, we are providing a not-to-exceed budget for your use as follows:

Design Phase

– Preliminary Gravity Sewer Study	\$1,800.00
– Preliminary Restoration Alternatives Study	\$700.00
– Electrical Design	\$6,500.00
– Topographic & Boundary Survey	\$2,500.00
– Permitting, Design, and Bid Package Preparation	\$14,400.00
– Miscellaneous (mileage, printing, etc.)	<u>\$500.00</u>

Subtotal **\$26,400.00**

Construction Phase

– Construction Staking	\$3,100.00
– Construction Engineering & Inspection	\$9,600.00
– Electrical Construction Engineering	\$3,000.00
– Testing	\$2,000.00
– Miscellaneous (mileage, printing, etc.)	<u>\$550.00</u>

Subtotal **\$18,250.00**

Total Design & Construction Engineering Cost: **\$44,700.00**

For your reference, we have attached our level of effort breakdown for the preliminary study, design engineering, and construction engineering for the project.

We estimate that the work described herein can commence within two weeks of your authorization to proceed.



Mr. Wally Delamater
June 17, 2019
Page 4

We look forward to being of service to you on this project. If you have any questions or concerns, please let me know.

Sincerely,

Ryan Arends, P.E.

Jacob Bruggink, E.I.T.

RMA/jab

Attachment

cc: Ms. Christine Burns, Village of Spring Lake

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: 517-373-6266

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____

offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate _____

_____ as the single Street Administrator for the City or Village of

_____ in all transactions with the State Transportation Department

as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality on the _____ day of

CITY OR VILLAGE CLERK (SIGNATURE)	EMAIL ADDRESS	DATE
STREET ADMINISTRATOR (SIGNATURE)	EMAIL ADDRESS	DATE
ADDRESS OF CITY OR VILLAGE OFFICE		P.O.BOX
CITY OR VILLAGE	ZIP CODE	PHONE NUMBER

Christine Burns

From: Ryan Larsen <ryan.larsen@teamarm.com>
Sent: Monday, July 29, 2019 1:32 PM
To: Christine Burns
Cc: Brandon Brown
Subject: Maintenance PM work up

Hi Christine

I have put together a preliminary work up of the program for both the Village Hall and Barber School. As discussed we would look to conduct a PM every quarter. In looking at the square footage and items in each building I have put together a general Quarterly price on how much each visit would be. We will be digitally capturing the asset information and will allow you to see visibility to a report on progress of work and status of the different areas/equipment in your buildings. All minor repairs will be addressed during the PM (light bulbs, sticking doors, constantly running toilets, etc).

Village Hall:

PM of first and second floor. Reviewing and documenting of electrical and mechanical rooms, as well. This would include basic maintenance to both rooms and electrical/mechanical equipment. Large items and cosmetic work would be submitted for approval to whomever you would choose.

Quarterly Visit (8hrs) = \$555 + cost of material (we can set a do not exceed)

Annual Total = \$2220 + material

Barber School:

PM of first floor and basement. Reviewing and documenting of electrical and mechanical rooms, as well. This would include basic maintenance to both rooms and electrical/mechanical equipment. Large items and cosmetic work would be submitted for approval to whomever you would choose.

Quarterly Visit (4hrs) = \$295 + cost of material (we can set a do not exceed)

Annual Total = \$1180 + material

Thanks, Ryan

-

Ryan Larsen – VP of Operations

American Repair Maintenance LLC

M 616.502.8918 O 616.421.4271

A 114 W Savidge Street Spring Lake, MI 49456

W www.armaintenance.com

ARM AMERICAN
REPAIR
MAINTENANCE



6/14/2019

Village Of Spring Lake
102 W Savidge Street
Spring Lake, MI 49456
RE: Planned Maintenance Proposal

Dear Ben VanHoeven,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

James Sweeney

James Sweeney
Planned Equipment Maintenance Territory Manager
Office: (616) 988-8682
Cell: (616) 485-1568
Email: james.sweeney@cummins.com



Cummins Inc.
 3715 Clay Avenue SW
 Grand Rapids, MI 49548
 Phone: (616) 538-2250
 Fax: (616) 281-3177

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Village Of Spring Lake 102 W Savidge Street Spring Lake, MI 49456 Customer #: 184363 Payment Type: Pay As You Go	Name: Ben VanHoeven Phone: 616-842-1393 Cell: 616-638-6472 Fax: 616-847-1393 E-mail: dpw@springlakevillage.org	Quote Date: 6/14/2019 Quote Expires: 8/13/2019 Quote ID: QT-54244 Quoted By: James Sweeney Quote Term: 5 Year

Site Name:Barbor School

(102 West Savidge Spring Lake MI 49456)

Unit Name: Barbor School
 Make: Generac
 Model: 0009132
 S/N: 3500611
 Size: 25kW
 ATS Qty: 1
 Notes:
 Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$272.54	\$272.54
1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 1 Total:\$672.21					
2	November	Full Service	1	\$272.54	\$272.54
2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 2 Total:\$672.21					
3	November	Full Service	1	\$281.01	\$281.01
3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
Year 3 Total:\$691.86					
4	November	Full Service	1	\$289.77	\$289.77
4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
Year 4 Total:\$712.14					
5	November	Full Service	1	\$298.86	\$298.86
5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
Year 5 Total:\$733.09					

The following riders are included for this unit on this quote:
 With Full Service: Oil Analysis - AMP (Advanced)

Site Name:DPW

(210 South Buchanon Spring Lake MI 49456)

Unit Name: DPW
 Make: Generac
 Model: 0009132
 S/N: 3500614
 Size: 25kW
 ATS Qty: 1
 Notes:
 Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$272.54	\$272.54
1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 1 Total:\$672.21					
2	November	Full Service	1	\$272.54	\$272.54
2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 2 Total:\$672.21					
3	November	Full Service	1	\$281.01	\$281.01
3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
Year 3 Total:\$691.86					
4	November	Full Service	1	\$289.77	\$289.77
4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
Year 4 Total:\$712.14					

5	November	Full Service	1	\$298.86	\$298.86
5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
Year 5 Total:\$733.09					

The following riders are included for this unit on this quote:
 With Full Service: Oil Analysis - AMP (Advanced)

Site Name:Fall Street Lift Station

(762 Fall Street Spring Lake MI 49456)

Unit Name: Fall Street Lift Station

Make: Generac

Model: 17kw

S/N: NA

Size: 17kW

ATS Qty: 1

Notes:

Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$264.61	\$264.61
1	November	Loadbank (2 Hrs)	1	\$392.67	\$392.67
Year 1 Total:\$657.28					
2	November	Full Service	1	\$264.61	\$264.61
2	November	Loadbank (2 Hrs)	1	\$392.67	\$392.67
Year 2 Total:\$657.28					
3	November	Full Service	1	\$272.68	\$272.68
3	November	Loadbank (2 Hrs)	1	\$403.85	\$403.85
Year 3 Total:\$676.53					
4	November	Full Service	1	\$281.03	\$281.03
4	November	Loadbank (2 Hrs)	1	\$415.37	\$415.37
Year 4 Total:\$696.40					
5	November	Full Service	1	\$289.68	\$289.68
5	November	Loadbank (2 Hrs)	1	\$427.23	\$427.23
Year 5 Total:\$716.91					

The following riders are included for this unit on this quote:
 With Full Service: Oil Analysis - AMP (Advanced)

Site Name:Liberty St LS

(Corner of Liberty & Rex Spring Lake MI 49456)

Unit Name: Liberty St LS

Make: Generac

Model: QT03624KNAX

S/N: 6680684

Size: 36kW

ATS Qty: 1

Notes:

Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$345.45	\$345.45
1	November	Loadbank (2 Hrs)	1	\$411.67	\$411.67
Year 1 Total:\$757.12					
2	November	Full Service	1	\$345.45	\$345.45
2	November	Loadbank (2 Hrs)	1	\$411.67	\$411.67
Year 2 Total:\$757.12					
3	November	Full Service	1	\$356.63	\$356.63
3	November	Loadbank (2 Hrs)	1	\$422.85	\$422.85
Year 3 Total:\$779.48					
4	November	Full Service	1	\$368.22	\$368.22
4	November	Loadbank (2 Hrs)	1	\$434.37	\$434.37
Year 4 Total:\$802.59					
5	November	Full Service	1	\$380.24	\$380.24
5	November	Loadbank (2 Hrs)	1	\$446.23	\$446.23
Year 5 Total:\$826.47					

The following riders are included for this unit on this quote:
 With Full Service: Oil Analysis - AMP (Advanced)

Site Name:River Street Lift Station

(River Street Spring Lake MI 49456)

Unit Name: River Street Lift Station

Make: Cummins

Model: C30N6

S/N: E150833003

Size: 30kW

ATS Qty: 1

Notes:

Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$272.54	\$272.54
1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 1 Total:\$672.21					
2	November	Full Service	1	\$272.54	\$272.54
2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 2 Total:\$672.21					
3	November	Full Service	1	\$281.01	\$281.01
3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
Year 3 Total:\$691.86					
4	November	Full Service	1	\$289.77	\$289.77
4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
Year 4 Total:\$712.14					
5	November	Full Service	1	\$298.86	\$298.86
5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
Year 5 Total:\$733.09					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:South Lake Lift Station

(South Lake Spring Lake MI 49456)

Unit Name: South Lake Lift Station

Make: Generac

Model: QT02524KNSNA

S/N: 5454858

Size: 25kW

ATS Qty: 1

Notes:

Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$272.54	\$272.54
1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 1 Total:\$672.21					
2	November	Full Service	1	\$272.54	\$272.54
2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 2 Total:\$672.21					
3	November	Full Service	1	\$281.01	\$281.01
3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
Year 3 Total:\$691.86					
4	November	Full Service	1	\$289.77	\$289.77
4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
Year 4 Total:\$712.14					
5	November	Full Service	1	\$298.86	\$298.86
5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
Year 5 Total:\$733.09					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:Village Hall

(102 W Savidge Street Spring Lake MI 49456)

Unit Name: Village Hall

Make: Generac

Model: 3459100100

S/N: 2073874

Size: 35kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$345.45	\$345.45
1	November	Loadbank (2 Hrs)	1	\$411.67	\$411.67
Year 1 Total:\$757.12					
2	November	Full Service	1	\$345.45	\$345.45
2	November	Loadbank (2 Hrs)	1	\$411.67	\$411.67

Includes Annual Oil Analysis

Year 2 Total:\$757.12					
3	November	Full Service	1	\$356.63	\$356.63
3	November	Loadbank (2 Hrs)	1	\$422.85	\$422.85
Year 3 Total:\$779.48					
4	November	Full Service	1	\$368.22	\$368.22
4	November	Loadbank (2 Hrs)	1	\$434.37	\$434.37
Year 4 Total:\$802.59					
5	November	Full Service	1	\$380.24	\$380.24
5	November	Loadbank (2 Hrs)	1	\$446.23	\$446.23
Year 5 Total:\$826.47					

The following riders are included for this unit on this quote:
 With Full Service: Oil Analysis - AMP (Advanced)

Site Name:West Savidge Lift Station

(W Savidge Street Spring Lake MI 49456)

Unit Name: W Savidge Lift Station
 Make: Generac
 Model: QT02524KNSNA
 S/N: 61376434
 Size: 25kW
 ATS Qty: 1
 Notes:
 Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$272.54	\$272.54
1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 1 Total:\$672.21					
2	November	Full Service	1	\$272.54	\$272.54
2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 2 Total:\$672.21					
3	November	Full Service	1	\$281.01	\$281.01
3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
Year 3 Total:\$691.86					
4	November	Full Service	1	\$289.77	\$289.77
4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
Year 4 Total:\$712.14					
5	November	Full Service	1	\$298.86	\$298.86
5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
Year 5 Total:\$733.09					

The following riders are included for this unit on this quote:
 With Full Service: Oil Analysis - AMP (Advanced)

Year 1 Total:*	\$5,532.57
Year 2 Total:*	\$5,532.57
Year 3 Total:*	\$5,694.79
Year 4 Total:*	\$5,862.28
Year 5 Total:*	\$6,035.30

Total Agreement Amount:* **\$28,657.48**
**Quote does not include applicable taxes*



Cummins Inc.
 3715 Clay Avenue SW
 Grand Rapids, MI 49548
 Phone: (616) 538-2250

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Village Of Spring Lake 102 W Savidge Street Spring Lake, MI 49456 Customer #: 184363 Payment Type: Pay As You Go	Name: Ben VanHoeven Phone: 616-842-1393 Cell: 616-638-6472 Fax: 616-847-1393 E-mail: dpw@springlakevillage.org	Quote Date: 6/14/2019 Quote Expires: 8/13/2019 Quote ID: QT-54244 Quoted By: James Sweeney Quote Term: 5 Year

Total Agreement Amount:* **\$28,657.48**

**Quote does not include applicable taxes*

Comment:

Total Agreement Amount Does Not Include Applicable Taxes. Please call (855) 879-6135 or Email pm.service@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

- *25% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours
- 80% of the EPS nameplate kW rating for 2 continuous hours
- Other – Please Specify _____

Please return signed agreement to:

Cummins Inc.
 Attn: PEM Administration Group
 21810 Clessie Court
 New Hudson, MI 48165
 Fax 248-573-1960
 Email: pm.service@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-54244)	Cummins Inc. Approval
--	------------------------------

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.



Power Generation System Planned Equipment Maintenance

INSPECTION

(MONTHLY, QUARTERLY, OR ONE-TIME PER YEAR)

Battery & Battery Charger System

- Check battery charger functions
- Cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Battery Conductance Test

Fuel System

- Inspect main tank/day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in Fuel Test - Sub-base, day tanks
- Optional - fuel sample for laboratory analysis*

Engine Cooling System

- Inspect all hoses and clamps for leaks, coolant level and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts, observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers for obstruction
- Visually inspect low temperature after cooler coolant
- Optional -coolant sampling*

Engine & Lubrication System

- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system

Intake/Exhaust System

- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations

Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed*

*NOTE: Will not exercise breakers or contactors on a paralleling device.

Generator Operations

- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- System test with or without load

Automatic Transfer Switch

(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)

- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock

FULL SERVICE (INCLUDES INSPECTION)

Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy and other shaft connecting hardware

Lubrication Oil and Filtration Service

- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional - oil sample for laboratory analysis*

***Additional Charge**

Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Sales and Service. Any additional repairs, maintenance or service performed by Cummins Sales and Service for a Planned Equipment Maintenance Agreement holder will be at current Cummins Sales and Service labor rates.



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



August 1, 2019

Christine Burns
Manager, Village of Spring Lake
102 W Savidge Street
Spring Lake, MI 49456

RE: Proposal for MDNR TF Grant Assistance and Market Analysis

Dear Ms. Burns,

Progressive AE is pleased to submit the following proposal for your consideration. This is a follow-up to the phone conversation indicating the Village of Spring Lake's desire to move forward with Phase I of the recently completed Waterfront Master Plan. Below is our appreciation of your immediate needs and our approach to satisfying them.

Understanding of the Project

The intent of the project as we understand it, is to build upon the Waterfront Master Plan which was presented in May of 2019. Specifically, the Village would like to identify Phase I as the reconstruction of Tanglefoot park. This phase will include decommissioning the existing RV park and construction of an event space with parking and site amenities as illustrated in the master plan. The Village is interested in applying for an MDNR grant which would require assistance and preparation of supporting graphics and documentation, which are outlined in detail below. We will team with The Chesapeake Group to complete a market analysis study which will focus on the need for an event space and the revenue the Village would expect to generate once the event space is constructed.

Scope of Services

Progressive AE proposes to provide professional services as lead consultant. Our work will include the following items:

MDNR TRUST FUND GRANT ASSISTANCE:

- Conceptual site plan including suggested phasing plan.
- Architectural floor plan and elevation drawings for the venue/event space including dimensions and suggested building materials, as required as part of the grant application.
- Facilitate the review by the Disability Network Lakeshore and obtain a review letter from them to include with the application.
- Maintenance Plan and estimated associated costing for the redevelopment of Tanglefoot Park including the site improvements as well as the proposed event space.

Hourly Estimated At: \$3,500

CONSTRUCTION COST ESTIMATING:

- Opinion of Probable Cost for the event space including the building construction and site elements at Tanglefoot Park.

Hourly Estimated At: \$2,000

MARKET ANALYSIS:

The Chesapeake Group will conduct a market analysis to determine the overall attractiveness and the dynamics of a rentable event space for the Village of Spring Lake which will include:

- Benchmarking of existing similar facilities within a 60-mile radius of the Village of Spring Lake.
- Potential annual revenue generation for the proposed rentable event space planned for Tanglefoot Park.

Hourly Estimated At: \$6,000

Schedule

We understand that the MDNR grant application deadline is April 1, 2020 and will be sensitive to that for the deliverables mentioned above. Much of the work is not anticipated to begin until January of 2020.

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive AE proposes professional compensation for professional services as detailed below:

TASK 1: MDNR TRUST FUND GRANT ASSISTANCE:

Hourly: We propose to provide the work as delineated above on an hourly basis towards an estimated amount of \$3,500 (three thousand five hundred dollars). Reimbursable expenses are in addition to the professional compensation, estimated at \$100 (one hundred dollars) and will be invoiced according to the attached Schedule for Invoice Rates.

TASK 2: CONSTRUCTION COST ESTIMATING:

Hourly: We propose to provide the work as delineated above on an hourly basis towards an estimated amount of \$2,000 (two thousand dollars). Reimbursable expenses are in addition to the professional compensation, estimated at \$100 (one hundred dollars) and will be invoiced according to the attached Schedule for Invoice Rates.

TASK 3: MARKET ANALYSIS:

Hourly: We propose to provide the work as delineated above on an hourly basis towards an estimated amount of \$6,000 (six thousand dollars). Reimbursable expenses are in addition to the professional compensation, estimated at \$100 (one hundred dollars) and will be invoiced according to the attached Schedule for Invoice Rates.

The terms of this proposal defining project understanding, scope, clarifications, schedule and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. The terms and conditions as identified in the Standard Agreement Provisions will be valid unless superseded by an AIA Standard Form of Agreement.

Progressive AE has prepared this proposal for the Village of Spring Lake and we request it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

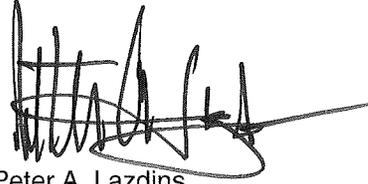
If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule.

We thank you for the opportunity to submit this proposal for your consideration and look forward to continuing our discussions. Please feel free to contact me directly at (616) 361-2664 with any questions or if there is any other information Progressive AE can provide.

Sincerely,



Tiffany Kline
Project Manager



Peter A. Lazdins
Senior Land Planner/
Landscape Architecture Discipline Leader

Accepted By: _____

Printed Name: _____ Date: _____

Village of Spring Lake

Standard Agreement Provisions
Architectural Services

The parties to this agreement, Progressive AE, Grand Rapids, Michigan, USA, hereinafter called the ARCHITECT and Village of Spring Lake, Spring Lake, Michigan, USA, hereinafter called the OWNER, hereby agree to the following conditions:

1. Limit of Scope: The services provided by the ARCHITECT shall be limited to those described in the proposal dated August 1, 2019. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein. If any terms set forth in the proposal are expressly in conflict with the terms hereof, the terms of the proposal shall govern.
2. Changed Conditions: If, during the term of this Agreement, the ARCHITECT becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ARCHITECT, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ARCHITECT may call for re-negotiation of appropriate portions of the Agreement. The ARCHITECT shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ARCHITECT and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
3. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt. If services covered by this agreement have not been completed within 12 months of the date of this agreement, through no fault of the ARCHITECT, extension of the ARCHITECT'S services beyond that time shall be compensated as additional services.
4. Standard of Care: Professional Services provided by the ARCHITECT will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the State of Michigan. The OWNER and ARCHITECT agree that a contingency in the amount of three percent (3%) of the cost of the work be established, as required, for changes that may be required because of possible omissions, ambiguities, or inconsistencies in plans and specifications.
5. Hazardous Materials: The ARCHITECT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
6. Condominium Conversion: If the ARCHITECT's services and Construction Documents are intended for the design and construction of residential rental units, they shall be under the ownership and control of a single, integrated OWNER. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the ARCHITECT shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the OWNER of the Construction Documents shall be void. The OWNER shall be expressly prohibited from making any further use of the Construction Documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the OWNER agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively, ARCHITECT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement.

Standard Agreement Provisions
Architectural Services

7. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ARCHITECT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinions of probable construction costs are made on the basis of the ARCHITECT's professional judgment and experience. The ARCHITECT makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ARCHITECT's opinion of probable construction cost.
8. Schedule for Rendering Services: The ARCHITECT shall prepare and submit for OWNER approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ARCHITECT's reasonable control.
9. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the ARCHITECT in the course of and for the purpose of meeting this contract are the property of the ARCHITECT, shall remain in the possession of the ARCHITECT and the ARCHITECT has and retains all copyrights in such material. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instrument of Service solely for the purposes of constructing, using and maintaining the Project provided that the Owner shall comply with all obligations including the prompt payment of all sums when due, under this Agreement.
10. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the ARCHITECT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ARCHITECT in CAD form. Release of electronic media will be by execution of the Architect's Release of Electronic Media Request Form. Copies shall be for information and used by the OWNER for the specific purpose for which the ARCHITECT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ARCHITECT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ARCHITECT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation.
11. Payment Terms: Invoices will be submitted by the ARCHITECT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date.
12. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ARCHITECT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid

by the OWNER on all disputed invoice amounts that are subsequently resolved in the ARCHITECT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

13. Abandonment of Work: If any work is abandoned or suspended, the ARCHITECT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
14. Professional Liability Insurance and Limitation of Liability: The ARCHITECT maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the ARCHITECT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ARCHITECT's negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed the amount of the ARCHITECT's compensation for the Project.
15. Indemnification: Subject to the limitation in paragraph 13 above, the ARCHITECT agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the ARCHITECT in the performance of professional services under this Agreement, to the extent that the ARCHITECT is responsible for such damages, liabilities and costs. The ARCHITECT shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
16. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ARCHITECT, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ARCHITECT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
17. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to

arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

18. Hiring of Personnel: OWNER may not directly hire any employee of the ARCHITECT. OWNER agrees that it shall not, directly or indirectly solicit any employee of the ARCHITECT from accepting employment with OWNER, affiliate companies, or competitors of ARCHITECT.
19. Site Signage: The ARCHITECT shall be permitted to install on the project premises an exterior sign of not more than 60 square feet for promotional purposes. The location of the sign shall be mutually agreed upon by OWNER and ARCHITECT, not to be unreasonably withheld by either.
20. Means and Methods: The ARCHITECT shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the ARCHITECT be responsible for the constructors failure to perform work in accordance with the contract documents.
21. Evaluation of Work: The ARCHITECT shall have authority to reject work that does not conform to the contract documents, however, the ARCHITECT does not have authority to stop work at any time.
22. Buried Utilities: The OWNER will be responsible for furnishing the ARCHITECT information identifying the type of all underground utilities and verifying their specific locations. The ARCHITECT (or their subconsultant) will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by the OWNER. The OWNER will approve of all locations of subsurface penetrations prior to them being made. The OWNER agrees to waive all claims and causes of action against the ARCHITECT for damages to underground improvements. The OWNER further agrees to indemnify and hold the ARCHITECT harmless from any damage, liability or cost, including reasonable attorney's fees and defense costs for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations.
23. ADA Requirements: The ARCHITECT shall make a reasonable professional effort to interpret applicable ADA requirements as they apply to this project but cannot warrant or guaranty compliance due to the fact it is civil rights legislation and open to many different interpretations.

Schedule of Invoice Rates - 2019

Hourly Staff Charges

Class 9 Personnel:	Principals	\$215/hour
Class 8 Personnel:	Principals and Senior Project Managers	\$185/hour
Class 7 Personnel:	Senior Project Managers, Architects, Engineers, Landscape Architects, Senior Interior Designers, Environmental Analysts and Construction Administrators	\$150/hour
Class 6 Personnel:	Senior Project Managers, Architects, Engineers, Landscape Architects, Senior Interior Designers, Environmental Analysts and Construction Administrators	\$125/hour
Class 5 Personnel:	Project Managers, Architects, Engineers, Landscape Architects, Environmental Analysts, Construction Administrators, Designers, Interior Designers and Surveyors	\$110/hour
Class 4 Personnel:	Project Managers, Intermediate Architects, Engineers, Designers, Interior Designers, Landscape Architects, Environmental Analysts, Construction Administrators and Surveyors	\$95/hour
Class 3 Personnel:	Graduate Architects, Engineers, Designers, Interior Designers, Environmental Analysts, Construction Administrators, Technicians, Project Assistants and Surveyors	\$80/hour
Class 2 Personnel:	Technicians, Interior Designers, Project Assistants, Graduate Architects and Surveyors	\$65/hour
Class 1 Personnel:	Project Assistants and Technicians	\$50/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 58¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

STD RATE

April 10, 2019



Christine Burns

From: Pete LaMourie <lamourip@progressiveae.com>
Sent: Friday, August 2, 2019 8:27 AM
To: Christine Burns
Subject: Buena Vista concerns
Attachments: Buena Vista.JPG

Chris;

Its our understanding that there have been concerns expressed by local residents regarding vehicle speeds on Buena Vista Drive and a resulting desire for speed humps. As you likely know the desire for such speed control or traffic diversion tactic is not uncommon, but the placement of such devices is still somewhat rare even if a full traffic calming program has been adopted by a community. A few of the typical reasons actual installation of speed humps or the like are infrequent include:

- Higher speeds are most often from residents living on the street in question so should be dealt with in other ways;
- Resulting noise impacts of vehicles going over humps or bumps is considered a negative element in residential areas
- Reduction in response times for emergency vehicles

There are more reasons but I don't want to get too preachy. We have assisted other communities (Walker, Wyoming, etc.) with developing traffic calming programs, a process that should be done before any individual street consideration. Those programs include many required steps, including the need to have a super majority of the residents on a street requesting a study, and even higher % requesting actual installation. And often the residents have to agree to pay for removal of the humps (it happens) if they desire so within a few years.

Having said all that, if the Village wishes to proceed with an initial study regarding warranting of speed humps on Buena Vista Drive we can provide those services. The scope of work would include data collection tasks such as traffic counts, a mid-block speed survey, and a streamlined license plate survey. That data would be analyzed and subsequently summarized in a report submitted to the Village. To keep costs down I have not included any meeting or presentation in the cost below.

The cost for completing these services would be in the \$3,500 - \$3,900 range.

Please let me know if you or others have any questions, or if you need this information submitted in a more formal proposal format.

Thanks,

Pete

Peter C. LaMourie, P.E. PTOE
Senior Transportation Engineer
lamourie@progressiveae.com
office 616.361-2664
direct 616.365.8566
progressiveae.com

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received this message in error or are otherwise not an intended recipient, please immediately notify the sender and promptly delete this message and any attachments from your computer system.

What is going on Chis Burns?? Just spent my lunch cleaning up village property because there is no maintenance going on. Fire her already





Christine Burns

From: Ryan Kelly <ryankelly@kieftagency.net>
Sent: Wednesday, July 17, 2019 12:55 PM
To: Christine Burns
Cc: 'Mark Powers'; 'Wally Delamater'
Subject: RE: Weeds

Christine,

Thank you for looking into this. We are more than happy to maintain the garden behind the building. I have one last concern. In the past if we left a vehicle behind our building over night it would get ticketed. Does this mean that will no longer be the case? If it is indeed our property we should be able to use it without penalty.

Ryan T. Kelly



Trusted, efficient, stress free insurance solutions

226 W. Savidge, Spring Lake, MI 49456
Phone 616-842-8270 Fax 616-842-1040

From: Christine Burns [mailto:christine@springlakevillage.org]
Sent: Wednesday, July 17, 2019 12:23 PM
To: ryankelly@kieftagency.net
Cc: 'Mark Powers'; Wally Delamater
Subject: RE: Weeds

Hi Ryan,

I spoke with our DPW regarding the history of that parking lot and area behind Kieft Agency. As you know, we've had a number of discussions regarding parking for customers, residents and business owners over the course of time. The aerial map that I sent you was downloaded from the Ottawa County GIS which is up-to-date. According to the staff, that property has always been privately owned. If the DPW seasonal help happened to be in the area and didn't know exact boundaries, they may have sprayed/pulled weeds accidentally in the past. However, that landscaping has not been "*pulled and replaced*" during my 7 year tenure. Our bandwidth is not such that we will knowingly maintain private landscaping as we have our hands full maintaining publicly owned property. You best know the standard that you wish to maintain your private property and I would encourage you to do so.

I also asked staff to research any licenses or agreements that may have been established prior to my arrival in 2012 that would indicate that we are obligated to maintain your property. We were unsuccessful in locating anything. That doesn't mean it doesn't exist; if you happen to have something in writing that you can share with me, I'm happy to take a look at it. I've asked our attorney if he is aware of anything that was drafted by Scholten Fant. When I hear back from him, I'm happy to communicate that with you.

Barring any document that says we should be maintaining your property, I would say that you can install signage as you desire. I will make sure our DPW know that those spaces are yours to weed, snow plow, landscaping, irrigate, etc.

Chris

From: Ryan Kelly <ryankelly@kieftagency.net>
Sent: Tuesday, July 16, 2019 8:59 AM
To: Christine Burns <christine@springlakevillage.org>
Cc: 'Mark Powers' <mark@map-law.net>
Subject: RE: Weeds

Christine,

You may want to do your research on this and view an updated map. The village has maintained this property since this late 80's when the village took over ownership of the parking lot behind all the buildings in this location. Chans was the only building that did not sell to the village. That is why that location does their own snow removal and paints /paves their lot. In the past the crews have come in and pulled all the landscaping and replaced it. The sprinkling system behind our building was put in place by the village. The village also paved and stripped this lot. If this is truly the case then we will be placing customer parking only signs in front of the six parking spots that we "own" directly behind our building.

Thank you,

Ryan T. Kelly



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226 W. Savidge, Spring Lake, MI 49456
Phone 616-842-8270 Fax 616-842-1040

From: Christine Burns [<mailto:christine@springlakevillage.org>]
Sent: Monday, July 15, 2019 5:10 PM
To: ryankelly@kieftagency.net
Cc: mark.powers.jd@gmail.com
Subject: Weeds

Good evening Ryan,

President Powers shared with me an email/text he received from you on Friday and asked me to respond to your complaint. I'm sorry you had to spend your lunch hour pulling weeds.

I have attached an aerial GIS photo from the Ottawa County website showing the approximate boundaries of your building at 226 W. Savidge. As you can see, the property you referenced and photographed is wholly yours to maintain. The Village maintains a strict policy that we do not tend to private landscaping. DPW crews did spray weeds on public property, specifically downtown sidewalks, last week.

If, in the future, you have questions concerns property lines or downtown maintenance, please feel free to reach out to me. I'm happy to answer any question you may have. If you do not feel comfortable speaking with me, our DDA Director Angela Stanford-Butler would be happy to speak with you as well.

Sincerely,

Chris

Christine Burns
Spring Lake Village Manager
102 W. Savidge
Spring Lake, MI 49456
P: 616.842.1393
F: 616.847.1393



Christine Burns

From: Sullivan, Bob <bsullivan@scholtenfant.com>
Sent: Thursday, July 18, 2019 10:32 AM
To: Christine Burns
Cc: Tapp, Kimberly
Subject: Right of way easement: Kieft parking lot
Attachments: 2019_07_18_10_18_54.pdf

Chris: Attached you will find the Right of Way Easement granted by Clyde Kieft and his wife, Helen. This appears to give the Village an easement to the back of the Kieft building. The easement is fairly detailed, but in general it gives the Village the right to construct the public parking lot and pedestrian walkway, and also to install landscaping and irrigation. My reading of the easement would also give the Village the right to enter the property for purposes of maintaining the parking lot, walkway, irrigation and landscaping. While the right is given to the Village I would not read it as an obligation. Therefore it becomes more of a policy decision as to whether or not to spend resources. This could also be something that is contemplated by the DDA plan, but I would have to take a closer look at the document to see if such expenditures would be permissible. As I indicated in my voice mail, I am happy to discuss this with you further after you have had an opportunity to review the documents. Thanks. Bob

Robert E. Sullivan
SCHOLTEN FANT
100 North Third Street
PO Box 454
Grand Haven, Michigan 49417
(616) 842-3030



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THOMAS W. SOBEL
GREGORY J. RAPPLEYE
RONALD A. BULTJE
MARY M. MIMS
JAMES O. BROWN
LARRY SANDERS
RODNEY L. SCHERMER
NEIL L. KIMBALL
DOUGLAS R. MACDONALD
SUSAN A. JONAS
TIMOTHY J. BLOOM
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MARK V. ROEHLING

LAW OFFICES OF
SCHOLTEN, FANT & MARQUIS

A PROFESSIONAL CORPORATION
SUITE 202 - OLD KENT BUILDING
P. O. BOX 454

GRAND HAVEN, MICHIGAN 49417-0454

(616) 842-3030
FROM HOLLAND-ZEELAND 399-0261

OF COUNSEL
HOWARD W. FANT
SHELLEY E. PADNOS

May 18, 1988

201 PHOENIX BUILDING
246 RIVER AVENUE
P.O. BOX 9008
HOLLAND, MICHIGAN 49423
(616) 386-1265

Mr. Eric R. DeLong
Village Manager
Village of Spring Lake
102 W. Savidge Street
Spring Lake, MI 49456

Re: Right of Way Easement - Kieft
Parking Lot

Dear Mr. DeLong:

Enclosed please find for filing in the Village parking lot files the Utility and Right of Way Easement granted by Clyde H. Kieft and wife, Helen, for the premises behind the Kieft Insurance building and the adjoining premises owned by Clyde Kieft, as shown on Schedule A. This easement was recorded on May 9, 1988, in Liber 1263 of Ottawa County Records on page 461 and should be indexed with the other easements which we have secured for the parking lot and drive area.

Thank you.

Very truly yours,

SCHOLTEN, FANT & MARQUIS

Thomas M. Boven

tmb:lr
Enclosure

RECORDED

1988 MAY -9 PM 4:46

UTILITY AND RIGHT OF WAY EASEMENT

THIS INDENTURE, made and entered into this 28th day of April, 1987, by and between: CLYDE R. KIEFT and HELEN KIEFT, husband and wife, 17804 Channel View, Spring Lake, MI 49456

party of the first part, hereinafter referred to as "Owner";

and

VILLAGE OF SPRING LAKE, a Michigan municipal corporation of 102 W. Savidge Street, Spring Lake, Michigan, party of the second part, hereinafter referred to as "Village";

WITNESSETH:

For and in consideration of the sum of Ten and no/100 (\$10.00) Dollars paid to Owner, the receipt of which is hereby acknowledged, Owner does hereby grant, bargain, convey and assign to Village, its successors and assigns, an exclusive, perpetual and permanent easement and right of way under, through and across that certain piece or parcel of land situated in the Village of Spring Lake, Ottawa County, Michigan, described more specifically as follows:

Those lands and premises described in Schedule A attached hereto, with an easement as therein described, and as depicted in a sketch map attached hereto as Schedule B.

The easement and right of way shall be for the purpose of the construction and installation of underground utility lines including electric, gas, water, sewer and storm sewer, under, through and across the above described piece or parcel of land and for the purpose of maintaining, repairing, replacing, reinstalling, operating, inspecting and keeping in working order the utility lines running under, through and across the above described piece or parcel of land, and for the purpose of constructing, maintaining and use by the general public of a pedestrian walkway, landscaping, and walkway improvements over the easement, together with any such improvements to be located thereon by the Village for illumination and landscape screening of the same, and for the construction, maintenance and use by the general public for vehicular parking of driveway areas included within the easement area but not otherwise utilized for walkway or landscaping and screening as disclosed on Schedule B, for the balance of the premises herein granted as an easement.

Said easement and right of way shall include the right to enter upon sufficient land adjacent to said easement and right of way as is required for the construction, installation, maintenance, repair, snow clearing and removal, replacement and operation of said utility lines, walkway and parking area, without damage to any such adjoining lands.

TO HAVE AND TO HOLD said easement and right of way under, through and across the above described piece or parcel of land unto the Village, and its successors and assigns for the use and benefit of the Village, its successors and assigns, FOREVER.

The easement and right of way shall include, but not be limited to, the right to enter upon the above described easement and right of way at any time that the Village may see fit for the purpose of maintaining, replacing, reinstalling and inspecting its utility lines, pedestrian walkway, landscaping, screening and/or vehicular parking area across, through and under the above described piece or parcel of land together with the right to excavate a trench or ditch for the location of said utility lines and with the further right to

SCHEDULE A

FEE DESCRIPTION

Parcel No. 70-03-15-381-004

The West 35.00 feet of Lot Six (6), Block 14, Bryant's Addition to the Village of Mill Point, except the South 40.00 feet thereof.

Parcel No. 70-03-15-381-023

Part of Lots One (1) and Two (2), Block 14, Bryant's Addition to the Village of Mill Point, described as commencing 84.50 feet East of the Northwest corner of Block 14, thence South 80.00 feet, thence East 0.50 feet, thence South 20.00 feet, thence East 47.00 feet, thence North 100.00 feet, thence West 47.50 feet to the point of beginning.

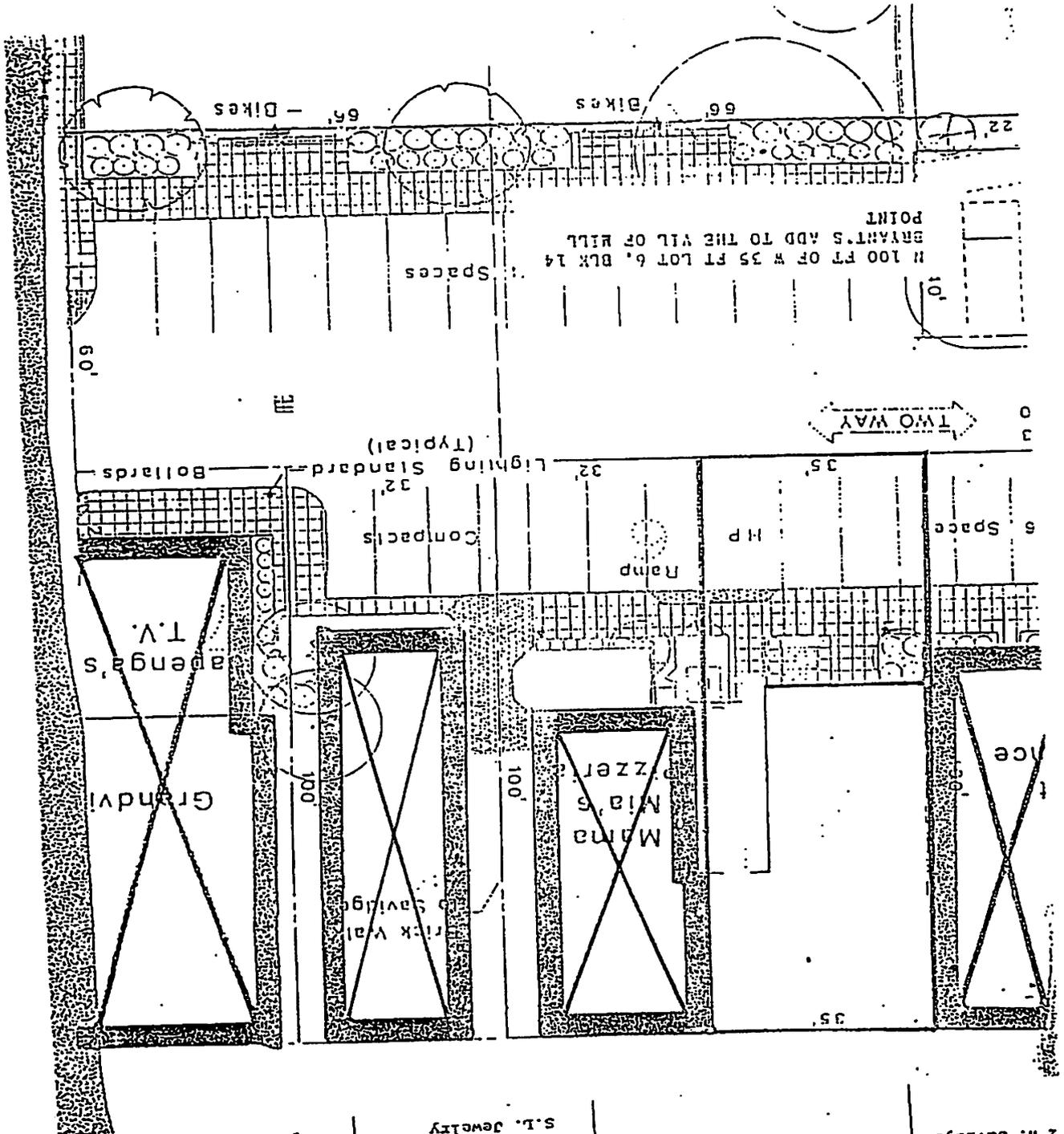
EASEMENT DESCRIPTION

Parcel No. 70-03-15-381-004

The South 39.00 feet of the North 97.00 feet of Lot Six (6), Block 14, Bryant's Addition to the Village of Mill Point.

Parcel No. 70-03-15-381-023

The South 33.00 feet of that part of Lots One (1) and Two (2), Block 14, Bryant's Addition to the Village of Mill Point, described as commencing 84.50 feet East of the Northwest corner of Block 14, thence South 80.00 feet, thence East 0.50 feet, thence South 20.00 feet, thence East 47.00 feet, thence North 100.00 feet, thence West 47.50 feet to the point of beginning.



Clyde H. Kieft
 226 W. Sawdage
 Spring Lake, MI 49456

Village Grain
 Station
 S.L. Jewell

70-03-15-381-004

2 W. Sawdage

LIBER 1263 PAGE 463

SCHEDULE B

ACKNOWLEDGMENT AND RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THE PEOPLES BANK AND TRUST COMPANY, a corporation of Grand Haven, Michigan, as the Mortgagee under a certain mortgage dated December 7, 1978, and recorded in Liber 850 on Page 807 of Ottawa County records on December 11, 1978, and re-recorded to correct an omission in the legal description at Liber 973, Page 528 of Ottawa County records on March 9, 1983, hereby acknowledges, grants, and releases the heretofore described easement from the above mortgage.

Date: April 28, 1988.

Signed in the Presence of:

The Peoples Bank and Trust Company
a corporation

Sign here: [Signature]
Type here: Janice Sluka

By: [Signature]
Type here: Norm H. Woods
Its: Vice President

Sign here: [Signature]
Type here: Karen Wichter

By: [Signature]
Type here: Delores F. Diephouse
Its: Mortgage Loan Officer

STATE OF MICHIGAN)
) SS
COUNTY OF OTTAWA)

On this 28th day of April, 1988 before me, a Notary Public, in and for said County, appeared Norm H. Woods and Delores F. Diephouse to me personally known, who, being by me duly sworn did say that they are respectively the Vice President and the Mortgage Loan Officer of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Norm H. Woods and Delores F. Diephouse acknowledged said instrument to be the free act and deed of said corporation.

Prepared by:

Thomas M. Boven, Esq.
SCHOLTEN, FANT & MARQUIS
Attorneys at Law
202 Old Kent Building
P.O. Box 454
Grand Haven, Michigan 49417

Sign here: [Signature]
Type here: Janice Sluka

Notary Public
Ottawa County, Michigan

My Commission Expires: 05/29/89

remove trees, brush and undergrowth and other obstructions situated upon the above described piece or parcel of land interfering with the location, construction, maintenance or repair of said utility lines and the right to maintain and repair said walkway and parking area. The Village as a consideration for the granting of the right to construct and install said utility lines, walkway and landscaping, shall be obligated to fill and grade to ground level the trench or ditch occupied by said utility lines and to restore any drives, pedestrian areas, parking areas, shrubs or grass to their former condition and to maintain newly installed improvements. The Village does further covenant and agree that in the event it shall at any time become necessary to enter upon the above described piece or parcel of land for the purpose of maintenance or repair of said utility lines, or pedestrian walkway or landscaping improvements, it shall return said piece or parcel of land to like condition as before such maintenance or repair upon the completion of such maintenance or repair.

The owner reserves the right to relocate the surface of pedestrian walkway, landscaping and walkway improvements at the owner's sole expense and only with the prior written approval of the Village, which approval shall not be unreasonably withheld.

The Village agrees to fully indemnify, save and keep harmless the Owner from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation or presence of said utility lines, walkway, landscaping or parking area under and across the piece or parcel of land of Owner. The Owner agrees that it will not construct a building or structure on said easement and right of way or interfere, obstruct or in any manner diminish the use of the same by Village or the general public, and no signs or other material of any nature will be located upon said easement by the Owner or its lessees or licensees, or permission given to any other person or party by Owner for the same.

IN WITNESS WHEREOF, first party has caused these presents to be signed the day and year first above written.

Signed, Sealed and Delivered
In Presence Of:

Signed by:

Sharon Molenkamp
Sharon Molenkamp
Ruth A. Kelly
Ruth A. Kelly

Clyde H. Kieft
Clyde H. Kieft
Helen Kieft
Helen Kieft

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 28th day of April, 1987, by CLYDE H. KIEFT and wife, HELEN KIEFT.

Prepared by:

Thomas M. Boven
SCHOLTEN, FANT & MARQUIS
Attorneys at Law
202 Old Kent Building
Grand Haven, Michigan 49417-0454

Thomas M. Boven
Notary Public
Ottawa County, Michigan
My Commission Expires: 12/12/90

**AGREEMENT
FOR ADDITIONAL SHERIFF'S SERVICES
BETWEEN THE VILLAGE OF SPRING LAKE
AND THE COUNTY OF OTTAWA**

This Agreement is made this ____ day of _____, 2019, between the Village of Spring Lake ("Village"), by and through its Village Council, and the County of Ottawa County, by and through its Board of Commissioners and its elected Sheriff (collectively, the "County"). The Agreement facilitates the delivery of additional Sheriff's Services from the County to the Village:

A. Pursuant to the authority granted in the MCL 124.2, a Village may contract with the county and county sheriff to provide special police protection within the Village and to enforce local ordinances.

B. In addition to the County-funded police protection already being provided to the Village by the County through the general services of the Sheriff's Office, the Village wishes to contract for certain additional police services on the terms and conditions set forth herein.

It is agreed as follows:

1. DUTIES OF THE COUNTY

The County, through the Sheriff's Office ("Sheriff"), agrees to provide the community policing officers ("CPO's") and/or paramedics ("EMT's") to the Village (collectively, the "Village Deputies"), all as further described in Exhibit A as full-time equivalents ("FTE's) or fractions thereof. The Village Deputies will at all times be staffed by Sheriff's deputies who are MCOLES certified and are qualified and trained in accordance with all requirements of Michigan law for police officers, can be lawfully

employed under Michigan law as full-time police officers, and are deputized as deputy county sheriffs. At all times, these officers and staff will be under the supervision and control of the Sheriff and Sheriff's Office.

The Village Deputies will be County employees and the County shall pay all wages, salaries, fringe benefits, workers' compensation insurance, unemployment compensation, tax and social security withholdings, uniforms for personnel, and costs of vehicles and other equipment within the guidelines and policies of the County and the Sheriff's Office.

It is understood that one of the Village Deputies assigned, or sergeant, will present a monthly activity report to the Village Council as requested, and that the Village Council will have regular opportunities to request policing activity through the Sheriff's Office chain of command. The deputies assigned will have the responsibility of enforcement of all ordinances of the Village under the direction of the Village Council, through the Sheriff's Office chain of command.

Any vehicles used by the Village Deputies will have traditional Sheriff's Office markings as well as additional markings identifying it as a Village Sheriff's vehicle. The Village shall be responsible for the cost of all equipment as well as the regular and special maintenance and repairs on the vehicles used by the Village Deputies, again as detailed in Exhibit A. When the Village Deputies' vehicles are being repaired or replaced, the County and the Sheriff's Office will provide other vehicles for the Village's deputies to use. It is understood that the vehicles used by the Village Deputies will remain with the Deputies, to be used only by the Village deputies, although they remain available for response to emergency calls outside the Village.

2. DUTIES OF THE VILLAGE

In whole or in part as shared with other local units or school districts as detailed in Exhibit A, the Village's responsibilities are to pay the County's compensation for the services and equipment provided hereunder as specified in Paragraph 3, below.

3. BUDGET

At the beginning of this Agreement and annually thereafter, the County shall provide a projected cost of providing the service for the contract year within the guidelines of the County's total budget in accordance with the Governmental Accounting Standards Board (GASB) Statements. The parties acknowledge that the costs set forth in the County's projections are only estimates. The County reserves the right to modify the estimates to reflect unusual changes in cost, and the Village agrees to modify its payments after notification of the County's changes. The County will attempt to keep billings as close to original projections as is practicable given the overall Sheriff's Office budget, the County's staffing policies and activities, and cost demands. The parties may agree to adjustments in the number of FTE's or partial FTE's subject to this Agreement at any time by modifying Exhibit A. Approval of such changes may occur administratively, as long as the legislative bodies of each party are advised in writing.

4. LIABILITY INSURANCE

The County shall provide and carry all liability insurance to cover the services provided by the Village Deputies, including any vehicles for the protection of the Village and the County. The County shall hold the Village and the Village Council harmless of all liability or obligation which might arise out of the Village Deputies or their operation of the Village vehicles, provided, however, this indemnification shall not apply to the extent

such liability or obligation is imposed because a Village ordinance is unconstitutional or otherwise legally defective. The Village and the Village Council shall be listed as an additional insured on any such policy of insurance or through a certificate issued by the Ottawa County, Michigan, Insurance Authority, if the County obtains insurance through that Authority. The County shall provide a thirty (30) day notice of termination of liability insurance to the Village, and the County will provide proof of insurance and certified copies of the insurance policies or Memorandum of Coverage to the Village upon request.

5. REIMBURSEMENT TO THE COUNTY

The County will bill the Village on a monthly basis, and the Village will pay the County within thirty (30) days following its receipt of the invoice.

6. OWNERSHIP AND TITLE OF THE VEHICLE AND EQUIPMENT

Ownership and title of the vehicles, equipment and supplies as used or held by the unit, shall be in the name of the County during the term of this Agreement.

7. OVERHEAD EXPENSES

Unless there is a management position within the Village Deputies, the Village shall not be required to pay any costs for county-funded general road patrol supervision of the unit or unit personnel when they do not have Village funded supervision on duty, which shall be paid by the County.

8. OPERATIONAL CONTROL

Subject to compliance with the provisions of this Agreement, the Sheriff's Office shall have the sole and absolute control over the supervision, operation and conduct of the Village Deputies, and any complaint or request regarding individual personnel matters should be forwarded by the Village to the Sheriff's Office command.

9. TERMINATION OF THIS AGREEMENT

This Agreement shall run indefinitely, provided that either party shall have the right to notify the other party of its intent to terminate this Agreement upon at least one hundred and twenty (120) days advance written notice. The Village shall pay the prorated expenses of the Village Deputies, vehicles and equipment through the effective date of termination.

10. LIAISON

The Office shall report in writing to the Village monthly and annually with respect to activities of the unit. In addition, the deputy designated by the Sheriff to be in charge of the unit shall meet with the Village at such Council meetings and at other reasonable times as requested by the Village to discuss the activities of the unit, problems which have arisen in its operation, and other matters the Village deems relevant with respect to the operation of the unit and this Agreement.

11. INSPECTION OF THE BOOKS

The Village or its designated agents, accountants or attorneys shall have the right, on reasonable notice to the County and Sheriff's Office, to inspect the books and records of the County and the Sheriff's Office with respect to the operation of the unit and all financial matters included within this Agreement.

12. REGULAR DEPARTMENT OPERATIONS

The provisions of this contract shall be in addition to, and shall not replace the regular Sheriff's patrol, investigation services, and other services as provided by the Sheriff's Office based on population, number of complaints, accidents and other area needs, determined by the Sheriff.

IN WITNESS WHEREOF, the County of Ottawa has caused this Agreement to be executed by its Chairperson, the County Clerk and the Sheriff and Spring Lake Village Council has caused this Agreement to be executed by its Village Manager and Clerk.

VILLAGE OF FERRYSBURG

COUNTY OF OTTAWA

By: _____

By:

Mark Powers, Village President

Gregory J. De Jong, Chairperson
Board of Commissioners

By: _____

By:

Marv Hinga, Village Clerk

Justin F. Roebuck, County Clerk

By:

Steven Kempker, Sheriff

EXHIBIT A

DESCRIPTION OF VEHICLES AND FTE'S

Village of Spring Lake
August 2019 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
101-226.000-703.000	General Fund	Storm Sewer	Part Time Wages	200	25	(175)
101-226.000-801.902	General Fund	Storm Sewer	Contract Workers	0	175	175
101-270.000-703.000	General Fund	Barber School	Part Time Wages	1,050	100	(950)
101-270.000-801.902	General Fund	Barber School	Contract Workers	0	950	950
101-441.000-703.000	General Fund	DPW	Part Time Wages	4,000	1,000	(3,000)
101-441.000-801.902	General Fund	DPW	Contract Workers	0	3,000	3,000
101-551.000-703.000	General Fund	Tanglefoot Park	Part Time Wages	1,000	200	(800)
101-551.000-801.902	General Fund	Tanglefoot Park	Contract Workers	0	800	800
101-553.000-703.000	General Fund	Central Park	Part Time Wages	7,500	2,500	(5,000)
101-553.000-801.902	General Fund	Central Park	Contract Workers	0	5,000	5,000
101-555.000-703.000	General Fund	Mill Point Park	Part Time Wages	4,800	1,200	(3,600)
101-555.000-801.902	General Fund	Mill Point Park	Contract Workers	0	3,600	3,600
101-557.000-703.000	General Fund	Lakeside Beach	Part Time Wages	1,300	500	(800)
101-557.000-801.902	General Fund	Lakeside Beach	Contract Workers	0	800	800
101-857.000-703.000	General Fund	Community Prom.	Part Time Wages	1,800	500	(1,300)
101-857.000-801.902	General Fund	Community Prom.	Contract Workers	0	1,300	1,300
202-463.000-703.000	Major Streets	Routine Maint.	Part Time Wages	1,750	500	(1,250)
202-463.000-801.902	Major Streets	Routine Maint.	Contract Workers	0	1,250	1,250
202-480.000-703.000	Major Streets	Trunkline Maint.	Part Time Wages	1,200	200	(1,000)
202-480.000-801.902	Major Streets	Trunkline Maint.	Contract Workers	0	1,000	1,000
203-463.000-703.000	Local Streets	Routine Maint.	Part Time Wages	2,000	500	(1,500)
203-463.000-801.902	Local Streets	Routine Maint.	Contract Workers	0	1,500	1,500
218-444.000-703.441	Pathways	Sidewalk	Seasonal Wages	5,500	2,000	(3,500)
218-444.000-801.902	Pathways	Sidewalk	Contract Workers	0	3,500	3,500
236-000.000-703.000	DDA	DDA	Part Time Wages	14,000	4,000	(10,000)
236-000.000-801.902	DDA	DDA	Contract Workers	0	10,000	10,000
590-000.000-703.000	Sewer	Sewer	Part Time Wages	1,200	200	(1,000)
590-000.000-801.902	Sewer	Sewer	Contract Workers	0	1,000	1,000
591-000.000-703.000	Water	Water	Part Time Wages	1,300	300	(1,000)
591-000.000-801.902	Water	Water	Contract Workers	0	1,000	1,000
661-000.000-703.000	Equipment	Equipment	Part Time Wages	3,000	1,000	(2,000)
661-000.000-801.902	Equipment	Equipment	Contract Workers	0	2,000	2,000
Adjust Current Year Budget for Contract Workers (Manpower)				Net Change		0
236-000.000-801.000	DDA	DDA	Professional Services	75,000	60,000	(15,000)
236-000.000-970.000	DDA	DDA	Capital Outlay	0	75,000	75,000
236-000.000-978.000	DDA	DDA	Paving	330,000	270,000	(60,000)
Adjust DDA Budget for creation of new line item to track DDA Capital Expenditures						0

Christine Burns

From: Christine Burns
Sent: Tuesday, July 30, 2019 4:39 PM
To: George Barfield
Subject: RE: Baseball Games

Hi George,

The park closing time is posted on the fence (facing your condo) so the teams are well aware of when they need to wrap things up. If the games go past park closing, please call the non-emergency dispatch number at 800-249-0911 and they will send a Deputy over to address the issue.

Thanks!

Chris

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

From: George Barfield <gbarfield1020@gmail.com>
Sent: Thursday, July 25, 2019 8:45 PM
To: Christine Burns <christine@springlakevillage.org>
Subject: Baseball Games

Hey Chris.

Don't know if anyone has brought it to your attention but the baseball games in the park seem to be running much later (9:00 p.m.) and are, for some reason, much louder. Any relief in sight?

George

Sent from my iPad

Christine Burns

From: Tom Baumann <tbaumann@cruiseandtravelexperts.com>
Sent: Thursday, August 8, 2019 1:05 PM
To: Christine Burns; Donni Jonas
Cc: Angela Stanford-Butler
Subject: RE: Your sign

We already have signs made and posted at each of our entrances, the towing will begin immediately.

Tom Baumann | President | Cruise & Travel Experts
301 W Savidge St. | Spring Lake, MI 49456
phone 616-846-6420 | toll free 800-798-9950 | fax 616-846-1770
www.cruiseandtravelexperts.com



From: Christine Burns <christine@springlakevillage.org>
Sent: Thursday, August 8, 2019 12:11 PM
To: Donni Jonas <djonas@cruiseandtravelexperts.com>; Tom Baumann <tbaumann@cruiseandtravelexperts.com>
Cc: Angela Stanford-Butler <angela@springlakevillage.org>
Subject: RE: Your sign

Tom,

Angela is on vacation this week so I wanted to take just a moment and respond to your email regarding parking at Cruise & Travel. The Village does not enforce parking on private property. If you wish to post your lot in such a way to indicate that park goers should not park in your spaces, that is between you and your landlord. Please make sure you check with the tow companies regarding signage, as I believe whoever you decide to use to tow or boot must have a sign posted with the whereabouts of vehicles. Kent Vandebosch at Lakeside Towing is our local go-to towing guy, but there are several others in the area. Kent would know what the legalities of signage requirements.

Fondly,

Chris

Christine Burns
Spring Lake Village Manager
102 W. Savidge
Spring Lake, MI 49456
P: 616.842.1393
F: 616.847.1393



From: Tom Baumann <tbaumann@cruiseandtravelexperts.com>
Date: Wednesday, August 7, 2019 at 11:42 AM
To: Angela Stanford-Butler <angela@springlakevillage.org>
Cc: Donni Jonas <djonas@cruiseandtravelexperts.com>
Subject: RE: Your sign

Hi Angela;

We have a pretty big problem going on here at our office location. As you know, there is a park located directly behind our office building with no parking available. Unfortunately, people continue to think our parking lot is here for them to take their kids to the park rather than our customers. We recently posted at our entrance signs that say only authorized vehicles are allowed to park here or you will be towed but obviously people are not seeing them. We are left with no choice but to start dispatching tow trucks to have these vehicles towed away which will be on a daily basis but will come at big cost to the person who parked here. Not sure if the village would like to attempt to rectify their problem but we just can't put up with this any longer so wanted you to be aware that you might have some very, very angry people on your hands. Thanks!

Tom Baumann | President | Cruise & Travel Experts
301 W Savidge St. | Spring Lake, MI 49456
phone 616-846-6420 | toll free 800-798-9950 | fax 616-846-1770
www.cruiseandtravelexperts.com



From: Angela Stanford-Butler <angela@springlakevillage.org>
Sent: Wednesday, June 26, 2019 2:50 PM
To: Tom Baumann <tbaumann@cruiseandtravelexperts.com>
Subject: RE: Your sign

Oh, good! Sorry, I'm behind the times today.

From: Tom Baumann <tbaumann@cruiseandtravelexperts.com>
Sent: Wednesday, June 26, 2019 2:40 PM
To: Angela Stanford-Butler <angela@springlakevillage.org>
Subject: RE: Your sign

It's already been done

Tom Baumann | President | Cruise & Travel Experts
301 W Savidge St. | Spring Lake, MI 49456

Christine Burns

From: Christine Burns
Sent: Thursday, August 8, 2019 12:11 PM
To: djonas@cruiseandtravelexperts.com; tbaumann@cruiseandtravelexperts.com
Cc: Angela Stanford-Butler
Subject: RE: Your sign

Tom,

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102 W. Savidge
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Date: Wednesday, August 7, 2019 at 11:42 AM
To: Angela Stanford-Butler <angela@springlakevillage.org>
Cc: Donni Jonas <djonas@cruiseandtravelexperts.com>
Subject: RE: Your sign

Hi Angela;

We have a pretty big problem going on here at our office location. As you know, there is a park located directly behind our office building with no parking available. Unfortunately, people continue to think our parking lot is here for them to take their kids to the park rather than our customers. We recently posted at our entrance signs that say only authorized vehicles are allowed to park here or you will be towed but obviously people are not seeing them. We are left with no choice but to start dispatching tow trucks to have these vehicles towed away which will be on a daily basis but will come

at big cost to the person who parked here. Not sure if the village would like to attempt to rectify their problem but we just can't put up with this any longer so wanted you to be aware that you might have some very, very angry people on your hands. Thanks!

Tom Baumann | President | Cruise & Travel Experts
301 W Savidge St. | Spring Lake, MI 49456
phone 616-846-6420 | toll free 800-798-9950 | fax 616-846-1770
www.cruiseandtravelexperts.com



From: Angela Stanford-Butler <angela@springlakevillage.org>
Sent: Wednesday, June 26, 2019 2:50 PM
To: Tom Baumann <tbaumann@cruiseandtravelexperts.com>
Subject: RE: Your sign

Oh, good! Sorry, I'm behind the times today.

From: Tom Baumann <tbaumann@cruiseandtravelexperts.com>
Sent: Wednesday, June 26, 2019 2:40 PM
To: Angela Stanford-Butler <angela@springlakevillage.org>
Subject: RE: Your sign

It's already been done

Tom Baumann | President | Cruise & Travel Experts
301 W Savidge St. | Spring Lake, MI 49456
phone 616-846-6420 | toll free 800-798-9950 | fax 616-846-1770
www.cruiseandtravelexperts.com



From: Angela Stanford-Butler <angela@springlakevillage.org>
Sent: Wednesday, June 26, 2019 2:39 PM
To: Tom Baumann <tbaumann@cruiseandtravelexperts.com>
Subject: Re: Your sign

The painters may be by today to power wash the back of your building. I'm talking to Lukas soon.

Get [Outlook for iOS](#)

From: Tom Baumann <tbaumann@cruiseandtravelexperts.com>
Sent: Wednesday, June 26, 2019 11:26:57 AM
To: Angela Stanford-Butler
Subject: RE: Your sign

Christine Burns

From: Christine Burns
Sent: Tuesday, July 30, 2019 4:37 PM
To: goersmr@frontier.com
Subject: RE: Roof on Transmission Shop in Spring Lake

Mr. & Mrs. Goers,

Thank you for reaching out to us. Yours is not the first communication we've received about the color of the roof of the contiguous building. I wish I could give you the answer you're seeking, but the property owner is not in violation of any Village ordinances based on the color of his roof. Since the roof structurally serves its intended purpose, there's not much we can do about the optics. When approached several years ago, the owner's position was that his building was there prior to the condos being built.

I'm sorry that I cannot be of more assistance in the matter and wish you well on your Traverse City relocation.

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: goersmr@frontier.com <goersmr@frontier.com>
Sent: Friday, July 26, 2019 11:28 AM
To: Christine Burns <christine@springlakevillage.org>
Subject: Roof on Transmission Shop in Spring Lake

My husband and I are trying to sell our condo at Lake Pointe Condos on Savidge Street in Spring Lake. We have had showings and find out several like the condo but do not like the rusty roof on the transmission shop which is East of our condo. I talked to the manager of our condos and asked that I contact you.

I also heard that a gentleman that lives in these condos was going to paint the roof for them, but we don't know if this is really going to happen.

Can you help us with this situation? We absolutely love our condo, but need to move to Traverse City because our son just took a calling there at a church and we would love to move there because of our 4 grandchildren.

Please let us know if you can help us and look into this for us. If you need any other information, I would be very willing to talk to you.,

Thank you so much,

Marshall and Ruth Goers

917 West Savidge Street, #30
Spring Lake, MI 49456
715-207-8941



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

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

www.springlakevillage.org

July 25, 2019

Ms. Lillian Zellar
313 South Street
Spring Lake, MI 49456

Dear Ms. Zellar,

Thank you for your correspondence regarding fireworks within the Village. Council recently enacted a new ordinance that greatly restricts the use of fireworks, compared to what the state allowed several years ago. Unfortunately, that doesn't mean your neighbors adhere to the ordinance. If, in the future, you find yourself listening to fireworks outside the allowed times/days, please feel free to call Ottawa County Central Dispatch (800-249-0911) to report the situation. It is imperative that the report be made when the infraction is taking place as they cannot do anything about it if they don't catch them "in the act". That number is answered by the same dispatchers that answer 9-1-1 calls and a deputy will be dispatched.

I have attached a copy of the ordinance so you can see the dates and times that residents can legally discharge fireworks in the Village. If you have any questions, whatsoever, you may call me at 616-842-1393.

Fondly,

Christine Burns
Village Manager

Enclosure

CC: Village Council



July 19, 2019

Dear Sir-

I would like to comment on the 4th of July fireworks laws in the Village.

Across the street from us on South St, what sounded like rockets or even bombs went off right beside my bedroom window on both sides of the street. I don't know why this is allowed by law. My neighbor has a small child and many Veterans have memories triggered by these loud explosions - some with PTSD.

We don't mind fireworks, but this is going way too far and lasts even until 11:30 pm.

We have a curfew on Trick or Treaters, but not on explosions right in our yards in the evenings when some of us retire at night.

I hope laws will be changed. Some friends have told me they thought it was as loud as dynamite.

Thank you.

Lucian Zeller
313 South St.



Grand Haven
A R E A
CONVENTION & VISITORS BUREAU

616.842.4499

visitgrandhaven.com

August 2019 | Events Newsletter

Grand Haven Coast Guard Festival

Friday, July 26 - Sunday, August 4 | Varied Event

Grand Haven

coastguardfest.org

"Coast Guard City, USA" hosts a nationally recognized festival that honors and respects the men and women of the United States Coast Guard. Have fun at the carnival, car show, flea market, ship tours and more.

Coast Guard Craft Fair

Friday, August 2 - Saturday, August 3 | 9am - 5pm

Downtown Grand Haven

grandhavenchamber.org

This craft fair showcases over 170 crafters from around Michigan and beyond.

Coast Guard Festival Grand Parade

Saturday, August 3 | 11:45am

Downtown Grand Haven

coastguardfest.org

The parade includes 150 entries that honor the men and women of the United States Coast Guard.

Coast Guard Festival Fireworks Extravaganza

Saturday, August 3 | Dusk

Lynne Sherwood Waterfront Stadium/Along Waterfront

coastguardfest.org

Join in on the 75th Annual fireworks show over the water.

Michigan Pirate Festival

Monday, August 5 - Saturday, August 10 | Varied

Loutit District Library (unless noted otherwise)

michiganpiratefestival.com

Join the Brethren of the Great Lakes for the 13th Annual Pirate Festival including music in the park, pirate farmers market, and a costume contest.

Del Shannon Days

Thursday, August 8 - Saturday, August 10 | 8am - 3pm

Downtown Coopersville

delshannoncarshow.org

One of the largest linear car shows in West Michigan hosted by The Coopersville Rotary.

Sand Sculpture Contest

Saturday, August 10 | 9am - 1pm

Grand Haven City Beach

grandhavenchamber.org

Participants are given two and a half hours to compete in creating the best sand sculpture.

Pere Marquette 1223 Ice Cream Social

Thursday, August 15 | 6 - 8pm

Chinook Pier Park

301 N. Harbor Dr., Grand Haven

tri-citiesmuseum.org

Free and open to the public. Ice cream, fun, games, and live music.

Grand Haven Sidewalk Sales

Friday, August 16 - Saturday, August 17 |

Friday, 9am- 8pm & Saturday, 9am - 5pm

Downtown Grand Haven

100 - 300 Washington Ave.

downtowngh.com

The streets will be filled with merchants, tables, and tents. There will be a large variety of goods to explore.

Art on the Riverfront

Saturday, August 17 | 10am - 5pm

Grand Haven Municipal Marina

101 N. Harbor Dr., Grand Haven

galleryuptown.net

The popular one-day art exhibit showcases the works of accomplished regional artists in a wide variety of media, including painting, photography, sculpture, pottery, jewelry, glass, wood and metal.

Walk the Beat

Saturday, August 17 | 1 - 5pm

Various Locations

walkthebeat.org

Free family oriented concert event hosted by 25 different businesses along the Beechtree corridor on Grand Haven's Eastside. 50 musical acts in a variety of musical genres. \$10,000 in door prizes given away.

Get Social With



@VisitGrandHaven #VisitGrandHaven

NOTE: Event dates & times are subject to change. Please call to confirm or to obtain event details.

For a complete calendar of events: www.visitgrandhaven.com or call 616.842.4499

Ongoing Activities

See our website for a full list of upcoming activities & events!
VisitGrandHaven.com

Ottawa County Parks Programs

(616) 738-4810
miottawa.org/parks

Nature Education Center

8115 West Olive Rd., West Olive
 (616) 786-4847, miottawa.org/parks
 Tuesday - Saturday | 9am - 5pm
 Sunday | Noon - 5pm

Pigeon River Kayaking Trip

Sat., August 3
 9:30 am - 1pm
 @Hemlock Crossing

Summer Night Sounds

Fri., August 9
 8:30 - 10pm
 @Hemlock Crossing

Prairie Wildflower Walks

Sun., August 11
 2 - 3:30 pm
 @Hemlock Crossing

Dancing on the Grand

Every Wednesday from 7-9pm

Lynn Sherwood Waterfront Stadium
[@Dancing.On.the.Grand](http://Dancing.On.the.Grand)

Large dance floor. Freestyle, line dancing, ballroom dancing. Runs every Wednesday from June 12 - August 28. Check Facebook to see the listing of bands.

The Creative Fringe

Jewelry making classes

117 Washington Ave., Grand Haven
thecreativefringe.com, (616) 296-0020

SilverFire Studios

Metal, clay, and glass fusing classes

41 Washington Ave., Ste. 387, Grand Haven
silverfirestudios.com, (616) 402-3145

Grand Haven Musical Fountain

Friday and Saturday only May 3-25
 Nightly Shows Starting May 25 @ 10pm

Lynne Sherwood Waterfront Stadium
 101 N. Harbor Drive, Grand Haven
visitgrandhaven.com, (616) 842-4499
 The world's largest musical fountain of its kind. A 20-minute synchronized water and light show accompanied with music of all varieties.

Theme Show Schedule for August

Coast Guard Fireworks Extravaganza	Sat., August 3
Night at the Movies	Fri., August 9
Beauty & The Beast	Sun., August 11
Moody Blues	Fri., August 16
The Best of Pixar	Sat., August 24
Greatest Showman	Sat., August 31

Folk Music Jam Night

First & Third Tuesday, 6 - 9pm

Coopersville Farm Museum - 375 Main St.
coopersvillefarmmuseum.org, (616) 997-8555
 Come perform, jam along, or sit back and enjoy the music. Acoustics only. \$4 admission

Trivia Night at Odd Side Ales

Every Tuesday at 7:30pm

41 Washington Ave., Grand Haven
oddsidaales.com, (616) 935-7326
 Free trivia competition for cash prizes.

Studio JSD

Metalsmithing classes, jewelry fabrication & more

219 N. 7th St., Suite 4, Grand Haven
studiojsd.com, (616) 607-2470

Seven Steps Up Live Music & Event Venue

(231) 557-7687
sevenstepsup.com

Pin Drop Concerts 2019

116 S. Jackson St., Spring Lake
Summer Sessions
 Lynne Sherwood Stadium
 1 N Harbor Dr.

Sway Wild (Featuring Mandy Fer & Dave McGraw)

Thurs., August 8
 7pm

Jeremy Clyde

Tues., August 13
 7pm

Scott Mulvahill

Thurs., August 22
 7pm

Cooking Classes

Artisan of Grand Haven

1322 Washington Ave., Grand Haven
artisanofgrandhaven.com, (616) 296-9200

Offering great classes for those who want to learn to cook like the pros or just get more comfortable in their own kitchen. Visit website for more info on "Dinner and a Chef", "Dinner and a Demo", booking a private event and more!

Armory Art Center

Art classes & workshops

17 S. 2nd St., Grand Haven
armoryartcenter.com, (616) 402-6979

Dreese Fine Art & Framing

Painting parties

8 N. Ferry, Grand Haven
dreesefineart.com, (616) 402-4868

Wine, Beer & Hard Cider Tasting

12 Corners Winery

Wine Tastings Daily

Wednesday & Thursday | Noon-6pm
 Friday & Saturday | 1-7pm
 Sunday | Noon-5pm

41 Washington, Suite 144, Grand Haven
12corners.com, (616) 414-7070

Odd Side Ales

Brewery

Sunday | Noon-8pm

Monday-Thursday | Noon-10pm
 Friday & Saturday | Noon-12am

41 Washington Ave., Grand Haven
oddsidaales.com, (616) 935-7326

Grand Armory Brewing

Brewery

Monday-Thursday | 3-10pm

Friday | Noon-12am

Saturday | Noon-12am

Sunday | Noon-8pm

17 S. 2nd St., Grand Haven
grandarmorybrewing.com, (616) 414-7822

Lemon Creek Winery Tasting Room

Wine Tastings Daily

Monday-Saturday | Noon-7pm
 Sundays | 12-5pm

327 N. Beacon Blvd., Grand Haven
lemoncreekwinery.com, (616) 844-1709

Old Boys' Brewhouse

Brewery & Restaurant

Sunday | Noon-8pm

Monday-Thursday | 11:30am-10pm
 Friday & Saturday | 11:30am-12am

971 W. Savidge St., Spring Lake
oldboysbrewhouse.com, (616) 850-9950

Vander Mill

Hard Cider Tastings Daily

Wednesday & Thursday | 2-9pm

Friday | 2-10pm

Saturday | 11am-10pm

Sunday Brunch | 10am-2pm

14921 Cleveland St., Spring Lake
vandermill.com, (616) 842-4337

Farmhouse Cider Co.

Cider Tasting

Thursday 4-9pm | Friday 4-10pm
 Saturday 2-10pm | Sunday 1-6pm

5025 Stanton St., Hudsonville, MI 49426
farmhauscider.com 616-920-1867
 616-920-1867

Trail Point Brewing Company

Brewery

Sunday | 1-8pm

Monday-Thursday | 3-10pm

Friday & Saturday | Noon-12am

6035 Lake Michigan Dr., Allendale
trailpointbrewing.com, (616) 895-2739


Grand Haven
 AREA
 CONVENTION & VISITORS BUREAU

DRAFT MINUTES

**Monday, July 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, TePastte and Van Strate.

Absent: Hanks

Motion by **Duer**, second from **Miller**, to excuse the absence of Petrus.

Yes: 6 No: 0

4. Approval of the Agenda

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

Yes: 6 No: 0

5. Consent Agenda

- A. Approved the payment of the bills (checks numbered 60588 – 60672 and electronic payments numbered 49 - 54) in the amount of \$659,797.82.
- B. Approved the minutes for the June 10, 2019 work session and the June 10, 2019 regular Council meeting.
- C. Approved Resolution 2019 – 18 honoring North Ottawa Community Hospital.
- D. Approved the use of Central Park on September 14, 2019 by the Historic Conservation Committee for a Sesquicentennial celebration.
- E. Approved a parking license with Savidge Six for property located at 411 W. Savidge.

F. Approved the following Board & Committee appointments:

Name	Committee	Term Expiring
Brandon Brown	Downtown Development Authority	11/2020
Justin Troyer	Historic Conservation Committee	11/2020

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

Yes: 6 No: 0

6. General Business

A. Presentation – Tri-cities Historical Museum

Subject: Julie Bunke, Director, Tri-cities Historical Museum will be present to discuss the latest happenings at the museum.

Marcia Peterson, Board President, and Julie Bunke gave Council an overview of all the exciting changes that were happening at the museum.

7. Department Reports

A. Village Manager

B. Clerk/Treasurer/Finance Director

C. OCSO

D. Fire

E. 911

F. DPW

G. Building

H. Water

I. Sewer

J. Minutes from Various Board & Committees

1. Historic Conservation Committee (06/24/19)
2. DDA (06/06/19 & 06/13/19)

8. **Old Business and Reports by the Village Council** – President **Powers** asked if there had been any short-term rental applications. **Burns** said that there had been 3 so far. President **Powers** also asked when the blue Victorian was going to be moved. **Burns** said that Ms. Van Kampen indicated the last week in July but that would be Coast Guard week so she was pretty certain MDOT would not allow it to be moved during that time, but she would know more at her next meeting. **Miller** asked what route they would take. **Burns** said Savidge Street to Division.

- 9. **New Business and Reports by Village Council - Van Strate** asked about getting another trash can for Lakeside Trail near Lake Ave. **Burns** said she would ask Delamater to get another one.
- 10. **Status Report: Village Attorney** – Nothing to add.
- 11. **Statement of Citizens** – No statements of citizens.
- 12. **Adjournment**

Motion by **Van Strate**, second from **TePastte**, Village Council adjourned the meeting at 8:35 p.m.

Yes: 6 No: 0

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk



Village of Spring Lake

Draft Council Work Session Minutes

July 8, 2019

5:30 p.m.

2 W Savidge Street (Upstairs Conference Room)
Spring Lake, MI 49456

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

1. Recognition – North Ottawa Community Hospital

The City of Grand Haven has requested that the Village adopt a Resolution in honor of NOCH's 100th birthday.

Council agreed to add the Resolution to the Consent Agenda.

2. Community Engagement Results (Tanglefoot/Mill Point Park Redevelopment)

Burns reported that there had been a really good turn out for the Community Engagement and the results indicated that the majority of the attendees were supportive of repurposing Tanglefoot Park, doing more maintenance to green spaces and repairing drainage issues at Mill Point Park, but that would have to wait until the water levels went down. **Burns** said that they have a couple of donors interested in funding portions of the improvements and another possible donor that she expected to be talking to soon. **Burns** said there were multiple grants that were being looked into for these projects and the next step would be getting itemized pricing and prioritize phases. **Council** discussed the options and the order they wanted to proceed in. **Van Strate** said he would like the trailer park to stay as it is. **Duer** thought that keeping the trailer park was limiting the property to a select few and that comments from the community were pretty clear that they wanted something different. **Hanks** and **Petrus** agreed and that by looking at the results of the community engagement, it was clear that the community wanted something else. **TePastte** felt that any study should include costs to the community to maintain any new developments. **Council** agreed to ask the DDA if they were willing to pay a percentage of a cost analysis comparing uses of Tanglefoot as a trailer park versus another use.

3. High Water Levels

Complaints associated with high water levels continue to pour in - no pun

intended. Staff has been documenting public spaces and maintaining communications with Ottawa County Emergency Management Director Nick Bonstell. The DPW Director, Fire Chief and Village Manager have a meeting scheduled with Nick on the 10th of July. At this time, there isn't much that can be done, other than wait out Mother Nature and hope the levels recede yet this fall. Repairs due to the high-water levels will easily be in the six figures.

Burns shared that she had a meeting with Nick Bonstell, but he was not overly optimistic that there would be FEMA money to help pay for damages and unfortunately repairs were not possible until the water levels receded. **Burns** reported that the DEQ would be holding a public hearing at the end of the month regarding lake signage and buoy placement. **Council** discussed property damage due to wakes from boats and having more of a Sheriff's presence on the lake. **Council** also discussed the cost of repairing the water damage and how that would be budgeted for.

4. Mill Point Park Damage

Burns shared photos of the damage done to Mill Point Park by the Heritage Festival Committee. **Delamater** explained that Central Park had been suggested as an alternative venue, but the Heritage Festival Committee declined, so staff asked them to not drive on the grass areas, however, they chose to not abide by that request either. **Council** agreed that the Heritage Festival Committee should pay for the damage just like any other organization or private citizen that had done damage to one of the parks. **Hanks** said that since she had already met with Karla Constantine, she would volunteer to speak to the Heritage Festival Committee and explain why they were being invoiced for the damage. **Burns** said that Angela was working on a "Mass Gathering Ordinance" that would spell out what responsibilities were expected from all parties concerned. This issue was shared with the Parks & Recreation Board and they concurred that all costs associated with repairing the damage should be borne by the SLHF.

5. Steps to Establish a Park

Council Member Mark Miller inquired as to the process of designating park space within the Village. The Village Charter and Parks & Recreation Master Plan list the designated parks. In order to amend the Charter, it

requires a vote of the people. **Burns** shared a flow chart that explained a process she recommended. **Council** discussed this process which was more complicated than they anticipated. Mark Miller felt he needed to give it a try.

6. Economic Development Update

Burns explained that in order to make the parking configuration work, spaces would need to encroach on the Cutler Street ROW. This type of encroachment occurs throughout the Village already. **Council** agreed they were in favor of the parking license between the Village and Savidge Six.

7. Board & Committee Appointments

- Brandon Brown (DDA)
- Justin Troyer (Historic Conservation Committee)

Burns updated Council on the 2 new Board members and that she had also received an application from Tom Craig, who would like to eventually serve on the Library Board,

Council agreed to add the two appointments to the Consent Agenda.

8. Use of Central Park (Sesquicentennial)

The Historic Conservation Committee has requested the use of Central Park on September 14, 2019 from 4 p.m. until 10:00 p.m.

9. Armor Request

At the June Council Meeting, resident Mike Armour requested consideration to memorialize an encroachment along Lakeside Trail that has been in existence for several decades. At the June Tree Board Meeting, they agreed to allow very selective trimming of trees by the Village's chosen firm, of which the cost would be borne by Mr. Armour.

Burns explained that Mr. Armour was present to answer any questions Council might have and that the Tree Board had given the ok to trim the trees in the fall, which was the best time for the trees to be trimmed. **Council** agreed to allow the tennis court to continue to encroach on Village property for the reasonable life span of the court. Mr. Armour asked for something in writing for the encroachment. **Burns** was going to have the Village Attorney draft an agreement with Mr. Armour paying cost.

10. Village Manager Performance Appraisal

Hinga went over the Village Manager's Performance Appraisal and explained the scoring. **Council** discussed the Manager's performance and agreed on a 4% raise.

11. Communications

- Beautification update
- Complaints
 - Boven
 - Chesney
 - Devries
 - Marshall
 - Rollins
 - Penney
 - Werner

Burns shared that most of the complaints were regarding high water levels.

- DNR Public Hearing (buoy placement)
- NOCH Newsletter
- Short-term rental update - **Burns** updated Council on Spring Lake Townships Short-Term Rental Ordinance.

Burns noted that the MML Conference was in Detroit this year and encouraged Council to attend and that No Life Guard on Duty signs had been ordered for Lakeside Beach and the Auditors were in house today and all went well. **Burns** reminded Council to fill out the survey and return to the auditors.

12. Minutes

Minutes of the June 10, 2019 Work Session and June 10, 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 July 12, 2019.

13. Public Comment

Ruth Anne Lomas, 438 Buena Vista, was present and asked Council to install a speed bump on Buena Vista to slow cars down. She circulated a "petition" and all of her neighbors signed it. Mrs. Lomas backed into her

mailbox while trying to avoid hitting her neighbor who was walking. Ms. Lomas attributed the accident to a speeding motorist who was trying to pass the trash truck

Delamater said he had to install speed bumps in a previous community and that after a short time the residents on that street wanted them removed due to the noise of the cars bumping over them and then accelerating once they were over it. **Miller** said that Buena Vista had been rebuilt for Traffic Calming. **Van Strate** said that a number of years ago speed pumps had been discussed for Buena Vista and Parkhurst but decided against it figuring traffic would just use a different street.

Gary Hanks said he read a quote that if you are not being criticized then you are not doing your job, so Council must be doing a great job! Hanks said that even bad social media was good publicity and made people aware of what's going on in the Village. Hanks commented that the general public was not able to post to the DDA or the Village Facebook page, they could only comment on what the Village posts. **Burns** said that once something was posted on the Village site, the Village was not allowed to remove it and that can go really bad, really fast.

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

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk