

Village of Spring Lake

Council Work Session

August 11, 2014

7:00 p.m.

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

www.springlakevillage.org

1 7:00 p.m. - Spring Lake Yacht Club Lease - Chris Burns

At their May 12, 2014 work session, Council agreed to a 20-year extension to the SLYC lease of the Thum property in exchange for the improvements to the docks and the installation of the wave attenuation system. SLYC attorney (Doug McNeil) was asked to submit the amendments to the current lease for Council consideration. On July 18, 2014 SLYC submitted a revised lease that did not readily reveal redactions and changes, so the proposal was tabled until a red-lined version of the lease was received. A copy of the lease, annotating changes, was received on July 22, 2014 and is included with this packet for Council consideration. Recommended changes by Village Attorney Bob Sullivan is also included.

2 7: 30 p.m. - Proposed Rezoning of Industrial Lots - Jennifer Howland

The Planning Commission held a public meeting on July 22, 2014 to consider the proposed rezoning of four (4) parcels from I, Light Industrial District to CBD, Central Business District. Vincent Labozzetta spoke in opposition to the rezoning of his property at 203 Cutler Street, citing concerns about the proposed rezoning hindering the ability for him to redevelop his property in the future. The consensus of the Planning Commission was that the properties were not ripe for rezoning and preferred to give property owners more time to develop proposals for their properties. The Planning Commission voted 6-1 to recommend denial of all four rezoning proposals.

Rezoning properties to be consistent with the Master Plan is one effective way to implement the policy recommendations of the Master Plan. It helps ensure that the future development of properties, should they become available for redevelopment, is consistent with the desired development patterns of the community.

Two of the parcels (701 Liberty and 510 Liberty) are specifically identified in the Master Plan as being appropriate for mixed use (Land Use Plan Strategy B.1). The Master Plan identifies all four parcels as having a future

	<p>land use of "TNC" or "Town Neighbor Center" but the Master Plan doesn't define specifically what that means. The TNC land use is located on the Future Land Use Map in transitional areas, a block or so away from M-104. Staff believes the intent of such a land use would be most supportive of the Central Business District (CBD) zoning classification.</p> <p>As indicated in the attached article from the August 2, 2014 <u>Grand Haven Tribune</u>, the owner of 203 S. Cutler believes the venue "could include working artist space, a distillery, a brew pub, restaurant, live music, food trucks, kayak and bike vendors and more." The article also states, "Labozzetta said he already has commitments from several artists and health and wellness practitioners to rent office space there. A kayak builder has also expressed interest in leasing space, as has a Grand Rapids bar owner." None of above mentioned uses are an allowable in an industrial district.</p> <p>Staff believes that rezoning is a pre-emptive measure to insure future development is in keeping with the Master Plan. If Mr. Labozzetta submits a PUD application sometime in the future, then the Planning Commission can certainly entertain that application at that time. Staff met with Mr. Labozzetta on August 6, 2014 and he seems to have a better understanding of how the rezoning is meant to expedite his development, rather than hinder it.</p>						
<p>3</p>	<p>7:40 p.m. - Alloy's Alley Engineering - Roger Belknap</p> <p>Staff asked our engineering consultant Ryan Arends to develop an engineering services proposal for improvements to Alloy's Alley. The current budget includes \$40k for paving and drainage improvements to the alley. Moore & Bruggink's proposal for \$4,800 is attached, and Ryan will be in attendance to answer any questions you may have.</p>						
<p>4</p>	<p>7:45 p.m. - DPW Fence Replacement - Roger Belknap</p> <p>The FY14-15 DPW budget includes \$8k for the replacement of the fence surrounding the DPW garage. Staff obtained 3 quotes for fence replacement. These include:</p> <table data-bbox="477 1640 984 1755"> <tr> <td>Vallier Fence, Co.</td> <td>\$6,945.00</td> </tr> <tr> <td>Affordable Fence</td> <td>\$7,261.00</td> </tr> <tr> <td>Straight Line Fence</td> <td>\$7,834.00</td> </tr> </table> <p>Staff recommends moving forward with the proposal from Vallier Fence, Co., and schedule fence replacement as soon as possible.</p>	Vallier Fence, Co.	\$6,945.00	Affordable Fence	\$7,261.00	Straight Line Fence	\$7,834.00
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<p>5</p>	<p>7:50 p.m. - Pavement Marking - Roger Belknap</p> <p>The FY14-15 Major and Local Street budgets have a combined amount of \$5k for repainting pavement markings. During July, DPW staff created an inventory of all pavement markings on Village streets. Staff requested pricing from three Michigan-based vendors that are MDOT pre-qualified and use MDOT specified materials. We received a single proposal from Advanced Pavement Marking to repaint all of the crosswalks, centerline/edgeline and parking bays at a cost of \$4,889.60. Staff recommends accepting Advanced Pavement Marking’s proposal to repaint all of the Village’s Major and Local streets before winter.</p>				
<p>6</p>	<p>7:55 p.m. - Arborist - Roger Belknap</p> <p>The Village’s tree policy requires assistance from a licensed arborist to aid the Village Tree Board, DPW and residents in managing trees in the Village right-of-way and other public places. Arborist services include assistance with hazard identification, tree trimming/removal recommendations and assistance with selecting and planting trees. Staff asked for pricing on consultation services from Woodland Tree Service and Summit Tree Service, due to quality performance and depth of knowledge both firms provided during the past year. Hourly rates provided are as follows:</p> <p style="padding-left: 40px;">Summit Tree Service \$150.00/hr. Woodland Tree Service \$175.00/hr.</p> <p>These rates do not include aerial equipment that may or may not be needed when assessments are performed. Both firms employ licensed arborists qualified to perform hazard and maintenance assessments. Staff recommends using Summit Tree Service going forward for arborist services.</p>				
<p>7</p>	<p>8:00 p.m. - Tax Increment Financing Hibernation - Marv Hinga</p> <p>At the July 28 meeting, the Finance Committee voted to move up full tax capture (un-hibernation) of Central Business Downtown Development Authority (CBDDA) from the summer of 2016 to the summer of 2015. This will allow projects within the CBDDA to be undertaken sooner. Un-hibernation of the CBDDA will bring in an additional \$176,400 (approximately) for CBDDA projects.</p> <p>The tax captures from the various taxing entities in FY 2014 would have been as follows:</p> <table border="1" data-bbox="537 1793 1170 1875"> <tr> <td>Council on Aging</td> <td>5,866</td> </tr> <tr> <td>Ottawa County</td> <td>84,549</td> </tr> </table>	Council on Aging	5,866	Ottawa County	84,549
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Ottawa County	84,549				

		Ottawa County 911	10,444	
		Ottawa County Parks	7,511	
		Spring Lake Library	41,152	
		Spring Lake Township	9,862	
		Spring Lake Bike Path	11,631	
		Tri-Cities Museum	5,389	
8	8:15 p.m. - Wetland Mitigation Monitoring			
	<p>On June 18, 2014, the Village received notice (<i>attached</i>) from the Army Corp of Engineers that we were not in compliance with a wetland permit that was issued in conjunction with the Grand River Greenway project back in 2011. Failure to submit monitoring reports in considered non-compliance. Staff contacted SME to ascertain the best course of action. Staff at SME recommended contracting with Ms. Adrienne Peterson of Peterson Environmental LLC (a local firm) to complete the requirements of the permit. Ms. Peterson has submitted a quote to perform the monitoring necessary to close out the permit (<i>attached</i>.)</p>			
9	8:20 p.m. - Board Appointments			
	<ul style="list-style-type: none"> • Lloyd's Bayou Lake Board - Jim MacLachlan (terming expiring 2018) 			
10	8:25 p.m. - Communications			
	<ul style="list-style-type: none"> • Grand Haven Tribune Flower • Harbor Transit Newsletter • Village Manager Calendar (August) 			
11	8:30 p.m. - Minutes			
	<p>Minutes of July 21, 2014 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns prior to August 15, 2014.</p>			



Scholten Fant
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Over 50 Years of Service

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August 7, 2014

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

Re: Spring Lake Yacht Club License Agreement

Dear Ms. Burns:

Please be advised that we have had an opportunity to review the Restated License Agreement proposed by Spring Lake Yacht Club. As you are aware, the Yacht Club is proposing a variety of amendments to the Agreement which was executed between the parties in 1996. We do not have an objection to some of the changes being proposed by the Yacht Club, however, the revision of the provisions concerning the term and renewal term cause concern. For sake of clarity, we will review the proposed changes as set forth in the document:

1. Recital Paragraphs IB and C: The changes being proposed by the Yacht Club in these sections are acceptable.

2. Recital Paragraph ID: We would advise that the original language in this section be retained indicating that the Common Council of the Village believes that the Yacht Club can, with the license, carry out certain of the purposes associated with the conditions of the conveyance of the Thumb Property to the Village. The language being proposed by the Yacht Club indicates a determination that it has fulfilled the purposes associated with the conveyance. Our concern is that while the current activities of the Yacht Club may fulfill the conditions of the conveyance, there is no guarantee that the Yacht Club will, during the duration of a long license agreement, continue to fulfill those responsibilities.

3. Section A. License: We have no objection to the proposed modification of this Section.

4. Term and Renewal: The Yacht Club has modified the original section dealing with the term and its potential renewal. Specifically, the prior Agreement premised the grant of the extension upon fulfillment of the activities for which the License Agreement was granted. Specifically, the 1996 Agreement contained a provision under Subsection B(1) indicating that the additional 25 year extension would be contingent on the Yacht Club constructing by December 31, 2008, an addition to the

facility of not less than 1000 square feet in size and in substantial compliance with the diagram which had been supplied to the Village and attached to the Agreement. Under the proposed language of the revised Agreement, the option to renew the License Agreement would be awarded to the Yacht Club as long as they are not in material default under the terms of the Agreement. The default is not contingent on the fulfillment of any additional construction or maintenance of the facilities.

Our concern is that by agreeing to the language being proposed by the Yacht Club, the Village Council is limiting its authority to review the operation of the organization and make ongoing determinations as to whether or not it is continuing to fulfill the conditions of the conveyance of the Thumb Property. Our preference would be to modify the language of the 1996 Agreement to merely restate the term, and to specify in Subsection B(1), the additional investment which the Yacht Club is proposing to make in the facility.

5. Use: For the most part our office has no objection to the modifications being proposed in this Section. The Yacht Club has proposed a modification indicating that a violation of the use provision would only be deemed a material breach if it remains uncured 30 days after receipt of written notice from the Common Council. The prior Agreement simply indicated that any violation would constitute a material breach in the performance of the conveyance and agreements of the license. Village Council will need to determine whether or not this is a reasonable modification.

In addition, the final sentence of this section, which was contained in the prior Agreement, was deleted from the latest draft and it is our suggestion that it be placed back into the document. Specifically, the prior Agreement indicated as follows: "The Yacht Club shall also operate the licensed premises in conformance with Village Ordinances as may be adopted from time to time by the Common Council." We see no reason for the deletion of this sentence.

6. Additional Modifications: The remaining modifications of the Restated License Agreement primarily result from the addition of Section C concerning the renewal term, therefore requiring subsequent sections to be renumbered. If the Council is willing to accept the modification of Term provision, the modifications as proposed would be appropriate.

Should there be any questions concerning the information set forth above, please do not hesitate to advise. As always, your anticipated attention is appreciated.

Very truly yours,

SCHOLTEN FANT



Robert E. Sullivan

RES/kat

RESTATED LICENSE AGREEMENT

THIS RESTATED LICENSE AGREEMENT is entered into between the VILLAGE OF SPRING LAKE, a Michigan municipal corporation, party of the first part, hereinafter sometimes referred to as the "Village," and the SPRING LAKE YACHT CLUB, a Michigan nonprofit corporation, party of the second part, hereinafter sometimes referred to as the "Yacht Club";

I. RECITALS

A. The parties hereto previously entered into numerous license agreements dated February 4, 1957, December 7, 1970, May 11, 1988, and March 18, 1996 and amendments thereto wherein the Yacht Club has been granted a license by the Village for the use and occupancy of property known as "Thum Property" located along the northerly shores of the waters of Spring Lake and upon and about which the Yacht Club has certain improvements situated; and

B. The Yacht Club has now proposed to make substantial improvements to the seawall, docks, and other ancillary facilities situated upon the "Thum Property" and to construct and maintain such improvements in a good and workmanlike manner, and has requested that the Village extend the term of the license agreement it has with the Yacht Club, and

Comment [01]: MOD: was previously "has proposed to continue and make and maintain certain improvements"

Comment [02]: DEL: "building" was deleted after docks

C. The Common Council of the Village of Spring Lake acknowledges that the Yacht Club has promoted water sport and recreational activities on the waters of Spring Lake for the benefit of the Yacht Club, the Village and for the amusement and entertainment of the general public; and the Common Council of the Village of Spring Lake is agreeable to extend the duration of the license from its existing expiration date of December 31, 2033, in accordance with the terms and conditions set forth herein.

Comment [03]: MOD: changed "believes" to "acknowledges"

Comment [04]: MOD: Was previously "to provide a procedure for extending the license term"

D. The Thum Property was donated to the Village with the understanding that it would be utilized for the assembly, amusement, entertainment, education and recreation of the public, and the Common Council of the Village has determined and acknowledges that the collective activities of the Yacht Club fulfill the purposes associated with the conditions of conveyance of the Thum Property.

Comment [05]: MOD: Was "2008"

Comment [06]: MOD: Was "subject to certain conditions."

Comment [07]: Was "believes that the Yacht Club can, with this license, carry out certain of the"

Now, THEREFORE, for and in consideration of the covenants, agreements and conditions herein contained, the parties hereto agree as follows:

A. License: The Village does hereby grant a nonexclusive terminable license to the Yacht Club for the use of part of the "Thum Property," consisting of the driveway, extending from West Spring Lake Road, the so-called waterfront property and all buildings, docks, ramps and improvements located thereon, except those buildings which may be occupied by other licenses, such property, buildings, docks, ramps and improvements being referred to hereafter collectively as the "licensed premises".

Comment [08]: ADD: Was singular

B. Term: This license shall commence effective July 1, 2014 and shall terminate on December 31, 2053.

C. Renewal Term: The Yacht Club shall have the option to renew this license for an additional 20 year extended term if the Yacht Club is not in material default of this license agreement when the initial license term expires on December 31, 2053. Within six months prior to expiration of the license term, the Common Council shall consider at a regularly scheduled public meeting whether the Yacht Club has performed the responsibilities and terms of this license agreement. The Yacht Club shall be given at least 30 days prior notice in writing of such meeting date, the Common Council determines that the yacht club is not in material default under the license agreement, then this license agreement shall be extended for 20-year extended term expiring on December 31, 2073.

In the event the Common Council determines a material default exists at the completion of term expiring on December 31, 2053, then this license shall terminate. A "material default" shall be any item that the Common Council determines to be material, and is a prohibited, illegal or unauthorized activity in, on or about the Thum Property, under the direction, control, authority, or responsibility of the Yacht Club, which continues unabated by the Yacht Club for a period of thirty (30) days after notice by the Common Council pursuant to paragraph K. Provided, however, in the event the Common Council determines that there has both been a material default in this license agreement by the Yacht Club, but elects not to renew the term of the license agreement for an additional 20 years as provided herein, then the Yacht Club shall be compensated for the fair market value of the buildings, docks, ramps, grounds, and improvements then existing (collectively "improvements") on the Property, and owned or constructed by the Yacht Club. The fair market value shall be a sum either agreed upon by the parties hereto within 30 days after such election not to extend the license term, or if unable to agree, the then true cash value of such improvements as carried on the applicable tax assessment roll by the governmental entity providing such valuation. Improvements which are not included on the tax assessment roll shall be included at their depreciated value as determined by a qualified appraiser selected by the mutual consent of the parties hereto.

D. Use: The Yacht Club shall, at all times, use and occupy the licensed premises in strict conformity with the terms and provisions of the grant of conveyance to the Village from William Thum and Margaret R. Thum dated May 11, 1927, and recorded in the Office of the Ottawa County Register of Deeds in Liber 231 on Page 300 and 301. The Yacht Club specifically agrees that it will continue to maintain the licensed premises as a park area for the assembly, amusement, entertainment, education and recreation of the public desiring to utilize the licensed premises as provided in the Thum Property conveyance which the Common Council acknowledges that the Yacht Club has historically done. The Yacht Club shall have the right to enact and establish reasonable rules and regulations governing use of the licensed premises by the public. A copy of the rules which have been so adopted shall be filed with the Village Manager of the Village

Comment [O9]: MOD: Was "This license shall terminate December 31, 2008k pursuant to the terms of the Restated License Agreement between the parties dated May 11, 1988, subject to the conditions specified herein."

Comment [O10]: ADD: No title/heading previously, was previously subsection 1, Not section C

Comment [O11]: MOD: Was "right to secure an additional 25 year extended licensed term"

Comment [O12]: MOD: Was "has performed its responsibilities under this"

Comment [O13]: MOD: Was "during the current term,"

Comment [O14]: DEL: Previously included clause after 2053/ "current term" regarding the construction of an addition and the incorporation of that addition into the Agreement.

Comment [O15]: DEL: Before this section began, used to include a cl ... [1]

Comment [O16]: MOD: Was " If no material default has been estab ... [2]

Comment [O17]: ADDITION

Comment [O18]: ADD: Did not previously include expiration date

Comment [O19]: MOD: Was its own subsection (3)

Comment [O20]: DEL: Previously included "after due consideration ... [3]

Comment [O21]: MOD: Was "in such performance"

Comment [O22]: ADD: New language

Comment [O23]: DEL: Included date of termination & clause on ... [4]

Comment [O24]: ADD: All new language

Comment [O25]: MOD: Was all singular

Comment [O26]: ADD: New language

Comment [O27]: DEL: Included "Thum"

Comment [O28]: ADD: All new language

Comment [O29]: MOD: Was section C

Comment [O30]: ADD: New language

Deleted:

Comment [O31]: ADD: New language

of Spring Lake. It is specifically agreed that any violation of this paragraph by the Yacht Club which remains uncured after thirty (30) days prior written notice from the Common Council, shall constitute a material default in the performance of the covenants and agreements of this license.

Comment [032]: ADD: New language

E. Maintenance: The Yacht Club shall, during the term of this license, do and perform, at its own expense, all repairs and maintenance necessary to keep the licensed premises in as good order and repair as they are as of the commencement of this license, reasonable wear and tear expected.

Comment [033]: DEL: Included sentence "The Yacht Club shall also operate the licensed premises in conformance with Village ordinances as may be adopted from time to time by the Common Council."

Comment [034]: MOD: Was section D

F. Improvements: All construction of buildings or structures or other improvements on the licensed premises, or any remodeling or change thereof, shall be at the Yacht Club's expense. The Village shall be notified in advance of all improvements which involve earth changes; expansions of building exteriors; construction of new buildings; construction activity on the shoreline which may require state or federal permits; and, paving. The Village reserves the right to comment on the proposed improvements and all such improvements shall be approved by the Common Council in advance of construction. Such approval shall proceed quickly and shall not be unreasonably withheld. Any written request for approval shall be deemed to have been given if not acted upon within 30 days of the Yacht Club making such request.

Comment [035]: MOD: Was section E

Deleted: d

1. All improvements placed on or in the licensed premises, whether heretofore of hereafter, by the Yacht Club which are not permanently affixed to the licensed premises shall remain the property of the Yacht Club and the Yacht Club shall have the right to remove said improvements in the termination of this license.

Deleted:

Deleted:

2. All real property improvements placed on or in the licensed premises, whether heretofore or hereafter, by the Yacht Club which is permanently affixed to the leased premises shall become and remain the property of the Village on the termination of this license. Without limiting the generality of the foregoing sentence, the Village shall become and remain the owner at the termination of this license of all of the following; all buildings, structures, driveways, sidewalks, landscaping, parking lots, docks and ramps.

Deleted:

Comment [036]: MOD: Was "are"

Deleted: ;

3. On or before the termination date of this license, the Yacht Club shall have the right to remove from the licensed premises all of its personal property located thereon as well as improvements placed on the licensed premises which have remained the property of the Yacht Club and which the Yacht Club has the right to remove pursuant to this paragraph if such removal will not cause damage to the licensed premises. In removing said items of personal property and improvements, the Yacht Club shall use good care and diligence not to injure or deface the licensed premises and shall promptly repair and restore any and all damage caused by the removal of said items of personal property and improvements so that the Yacht Club shall surrender the licensed premises in as good order and repairs as they are at the commencement date of this license.

Comment [037]: MOD: Was singular

Deleted: there

reasonable wear and tear expected. Any personal property and improvements left on the leased premises after the termination date may be disposed of by the Village as it shall see fit.

Comment [038]: MOD: Was (improperly) "excepted"

G. Liability Insurance: The Yacht Club shall indemnify and save harmless the Village from any liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use or occupancy or negligence by or of the Yacht Club or any of its agents, members, servants, visitors, licensees, or employees occurring during the license term or any extended term; and in case any action or proceeding be brought against the Village by reason of any such claim, the Yacht Club, on timely notice from the Village, shall resist or defend such action or proceeding by counsel employed by the Yacht Club, which shall included the taking of all permissible appeals unless full release of the Village is obtained by way of settlement or compromise at the expense of the Yacht Club or its insurance carrier.

Comment [039]: MOD: was section F

Deleted: d

The Yacht Club shall furnish to the Village a certificate or other evidence indicating the Yacht Club has had issued to it a policy or policies of insurance which insure against damages to property in the minimum amount of Two Million and no/100 (\$2,000,000.00) Dollars for injury to one person and Two Million and no/100 (\$2,000,000.00) Dollars for injury to more than one person in one accident or occurrence, naming the Yacht Club and the Village as insureds therein. The Yacht Club shall pay all premiums thereon and shall furnish evidence of such payment to the Village upon request.

Deleted:

H. Grounds: The Yacht Club shall keep the licensed premises properly policed and maintained so as to pick up and remove all debris, rubbish and foreign matter and shall, at all times, keep the licensed premises in a neat and clean condition.

Comment [040]: MOD: Was section G

Deleted: d

I. Driveway Maintenance: The Yacht Club shall maintain all paved and gravel driveways and parking lots on the Thum Property in a condition permitting reasonable ingress and egress, except no snow removal, plowing or maintenance shall be required from October 1 to May 1 of any year.

Comment [041]: MOD: Was section H

J. License Nonexclusive: This license shall be nonexclusive. Other persons or groups shall have the right and privilege to utilize the grounds included within the licensed premises even though they are not members or guests of the Yacht Club. This paragraph shall not be deemed as authorization for other persons to use buildings, structures, ramps or docks built or installed by the Yacht Club.

Comment [042]: MOD: Was section I

K. Default, Notice, Cure: This license is made upon the condition that the Yacht Club shall perform all covenants and agreements herein set forth to be performed by it. In the event a default in the performance of said covenants and agreements shall continue for a period of thirty (30) days after notice of default in performance, then the Yacht Club shall be in default of this license.

Comment [043]: MOD: Was Section J

Comment [044]: ADD: New language

In the event of any default of this license by the Yacht Club, then the Village, besides the other rights or remedies it may have, shall have an immediate right of reentry and may remove all persons and the Yacht Club's personal property from the licensed premises, and upon written notice to Yacht Club, this agreement shall terminate.

Deleted: or

L. Notices: Any notices required to be served hereunder shall be sufficiently given if mailed by certified mail, return receipt requested, addressed to the Village and Yacht Club at their following respective addresses:

Comment [045]: MOD: Was section K

Village: Village Manager
Spring Lake Village Hall
102 West Savidge Street
Spring Lake, MI 49456

Yacht Club: Spring Lake Yacht Club
P.O. Box 742
Spring Lake, MI 49456

M. Successors and Assigns: This Agreement shall inure to the benefit and be binding upon the parties hereto and their successors and assigns, except the Yacht Club shall not have the right to assign or transfer its interest herein without prior written approval of the Village.

Comment [046]: MOD: Was section L

IN WITNESS WHEREOF, the Village has set its hand and seal this ____ day of June, 2014.

WITNESSED BY:

VILLAGE OF SPRING LAKE

By: _____
Its: President

By: _____
Its: Clerk

IN WITNESS WHEREOF, the Spring Lake Yacht Club has set its hand and seal this
____ day of June, 2014.

WITNESSED BY:

SPRING LAKE YACHT CLUB

By: _____
Its: Commodore

By: _____
Its: Vice Commodore

Page 2: [1] Comment [O15] Owner 7/16/2014 9:43:00 AM
DEL.: Before this section began, used to include a clause about have the option to secure an additional 20 year extended license term; was start of new subsection (b)

Page 2: [2] Comment [O16] Owner 7/16/2014 9:41:00 AM
MOD.: Was """. If no material default has been established by the Common Council in the Yacht Club's performance of its responsibilities and terms of this license then by decision of a majority of the members of the Common Council attending such meeting"

Page 2: [3] Comment [O20] Owner 7/16/2014 9:44:00 AM
DEL.: Previously included "after due consideration of the circumstances of the Yacht Club's performance of its responsibilities and terms of this license agreement for the term commencing January 1, 1988"

Page 2: [4] Comment [O23] Owner 7/16/2014 9:46:00 AM
DEL.: Included date of termination & clause on "completion of automatic extension of the license term as contemplated in paragraph B(1) above."



Scholten Fant
Attorneys

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August 7, 2014

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

Re: Spring Lake Yacht Club License Agreement

Dear Ms. Burns:

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1. Recital Paragraphs IB and C: The changes being proposed by the Yacht Club in these sections are acceptable.

2. Recital Paragraph ID: We would advise that the original language in this section be retained indicating that the Common Council of the Village believes that the Yacht Club can, with the license, carry out certain of the purposes associated with the conditions of the conveyance of the Thumb Property to the Village. The language being proposed by the Yacht Club indicates a determination that it has fulfilled the purposes associated with the conveyance. Our concern is that while the current activities of the Yacht Club may fulfill the conditions of the conveyance, there is no guarantee that the Yacht Club will, during the duration of a long license agreement, continue to fulfill those responsibilities.

3. Section A. License: We have no objection to the proposed modification of this Section.

4. Term and Renewal: The Yacht Club has modified the original section dealing with the term and its potential renewal. Specifically, the prior Agreement premised the grant of the extension upon fulfillment of the activities for which the License Agreement was granted. Specifically, the 1996 Agreement contained a provision under Subsection B(1) indicating that the additional 25 year extension would be contingent on the Yacht Club constructing by December 31, 2008, an addition to the

facility of not less than 1000 square feet in size and in substantial compliance with the diagram which had been supplied to the Village and attached to the Agreement. Under the proposed language of the revised Agreement, the option to renew the License Agreement would be awarded to the Yacht Club as long as they are not in material default under the terms of the Agreement. The default is not contingent on the fulfillment of any additional construction or maintenance of the facilities.

Our concern is that by agreeing to the language being proposed by the Yacht Club, the Village Council is limiting its authority to review the operation of the organization and make ongoing determinations as to whether or not it is continuing to fulfill the conditions of the conveyance of the Thumb Property. Our preference would be to modify the language of the 1996 Agreement to merely restate the term, and to specify in Subsection B(1), the additional investment which the Yacht Club is proposing to make in the facility.

5. Use: For the most part our office has no objection to the modifications being proposed in this Section. The Yacht Club has proposed a modification indicating that a violation of the use provision would only be deemed a material breach if it remains uncured 30 days after receipt of written notice from the Common Council. The prior Agreement simply indicated that any violation would constitute a material breach in the performance of the conveyance and agreements of the license. Village Council will need to determine whether or not this is a reasonable modification.

In addition, the final sentence of this section, which was contained in the prior Agreement, was deleted from the latest draft and it is our suggestion that it be placed back into the document. Specifically, the prior Agreement indicated as follows: "The Yacht Club shall also operate the licensed premises in conformance with Village Ordinances as may be adopted from time to time by the Common Council." We see no reason for the deletion of this sentence.

6. Additional Modifications: The remaining modifications of the Restated License Agreement primarily result from the addition of Section C concerning the renewal term, therefore requiring subsequent sections to be renumbered. If the Council is willing to accept the modification of Term provision, the modifications as proposed would be appropriate.

Should there be any questions concerning the information set forth above, please do not hesitate to advise. As always, your anticipated attention is appreciated.

Very truly yours,

SCHOLTEN FANT



Robert E. Sullivan

RES/kat



MEMORANDUM

To: Village of Spring Lake Council

From: Jennifer Howland, Village Planner

Date: August 6, 2014

Subject: Proposed Rezoning of Industrial Parcels

Overview

In an effort to ensure that future development in the Village is consistent with the Master Plan and the character of the community, staff has reviewed the potential rezoning of several properties in the Village. Specifically, the following parcels are the only remaining parcels zoned I-Light Industrial District:

1. 710 Liberty Street (parcel #70-03-16-450-002)
2. 510 Liberty Street (parcel #70-03-15-351-003)
3. Vacant Exchange Street (parcel #70-03-15-362-002)
4. 203 Cutler Street (parcel #70-03-15-362-003)

Master Plan

Rezoning properties to be consistent with the Master Plan is one effective way to implement the policy recommendations of the Master Plan. It helps ensure that the future development of properties, should they become available for redevelopment, is consistent with the desired development patterns of the community.

Two of the parcels (701 Liberty and 510 Liberty) are specifically identified in the Master Plan as being appropriate for mixed use (Land Use Plan Strategy B.1). The Master Plan identifies all four parcels as having a future land use of "TNC" or "Town Neighbor Center" but the Master Plan doesn't define specifically what that means. The TNC land use is located on the Future Land Use Map in transitional areas, a block or so away from M-104. Staff believes the intent of such a land use would be most supportive of the Central Business District (CBD) zoning classification.

Zoning Ordinance – Nonconformity and Redevelopment

The subject parcels are all adjacent to other parcels zoned CBD so rezoning to CBD would not be considered spot zoning. Also, the CBD doesn't have setback or minimum lot size requirements, so the development of the properties would be more flexible in terms of building form. A list of permitted uses in the CBD is attached for your reference.

By rezoning the subject parcels to CBD, any existing industrial use of the properties would be considered nonconforming. Existing industrial uses in effect prior to the rezoning may be continued, but the property will be prevented from expanding any industrial use or making significant improvements to the property following rezoning. If any portion of the property is changed to a non-industrial use, it will not be permitted to change back to an industrial use in the future. Section 3.18 of the Zoning Ordinance details the parameters for nonconforming uses (attached).

If the Village decides to rezone any or all of the subject parcels, staff recommends that an inventory be conducted on each parcel to establish a baseline to help determine allowable improvements to any nonconforming uses and/or structures in the future.

It should be noted that rezoning the properties does not preclude a developer from proposing a Planned Unit Development in the future, if the strict list of permitted uses in the CBD District doesn't fit their ideas for highest and best use of the property.

Property Owner Outreach

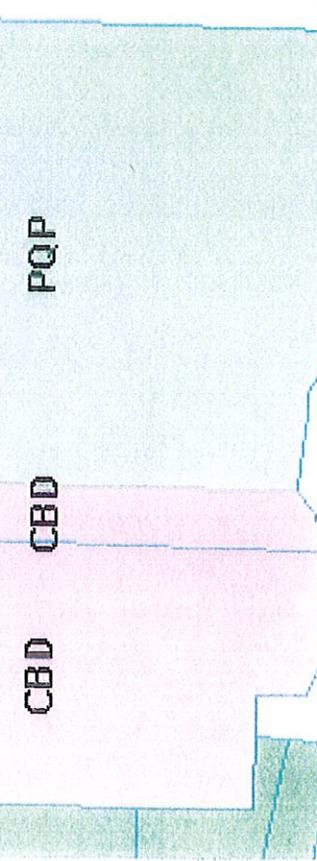
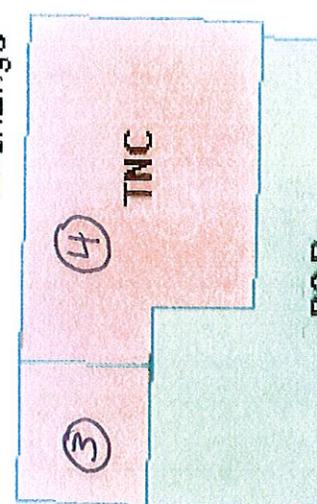
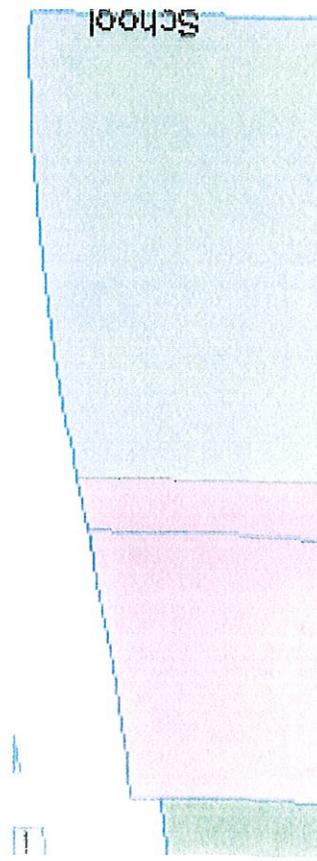
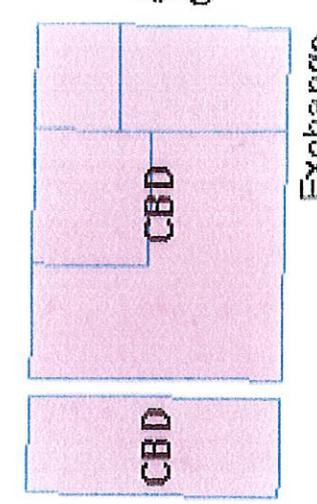
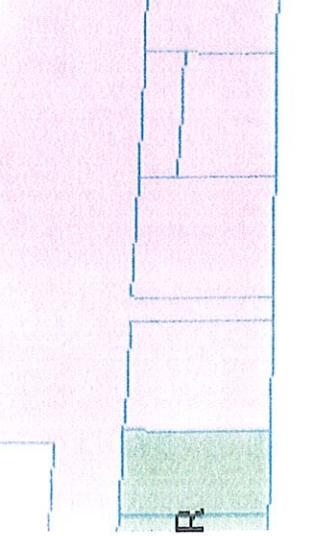
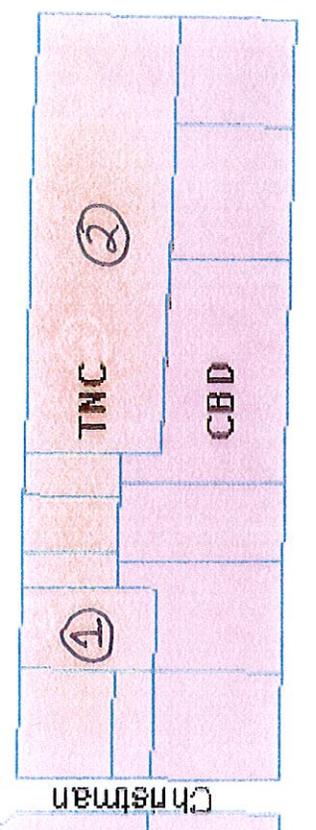
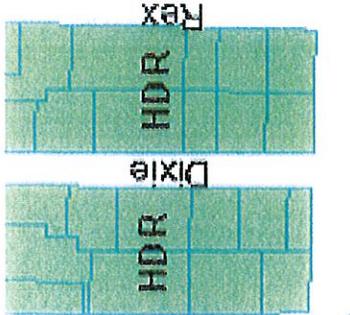
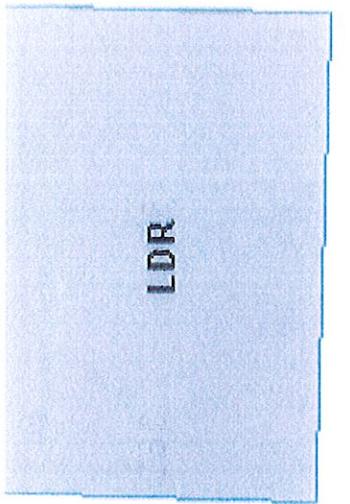
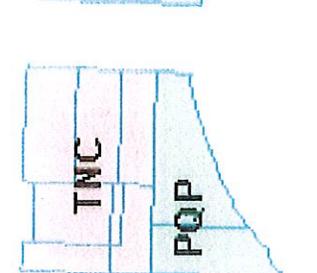
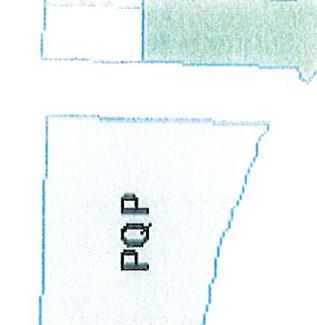
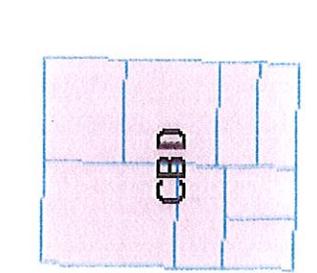
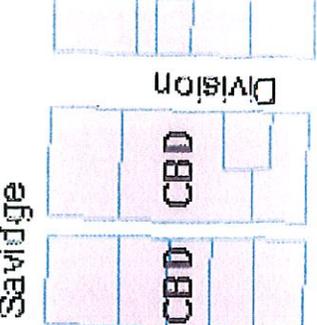
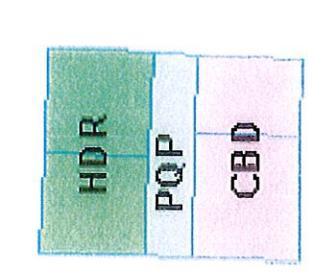
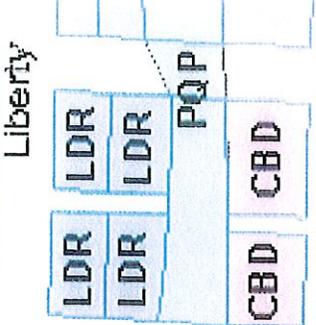
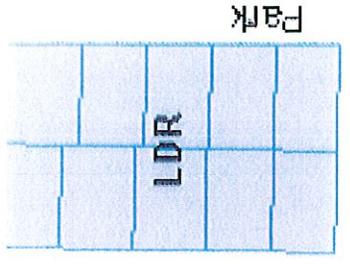
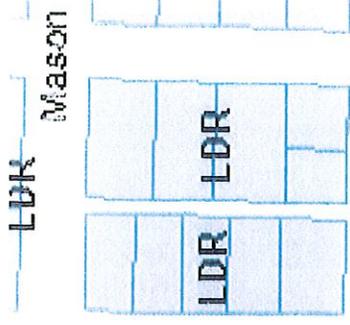
Staff sent letters to the four property owners in mid-June notifying them of the Village's intent to hold public hearings on rezoning their properties and provided information about the permitted list of uses in the CBD District and zoning regulations pertaining to nonconforming uses. The letter encouraged the property owners to contact staff to discuss the proposal. It should be noted that the owner of record of 510 Liberty Street did not receive their letter because it was returned to sender with no forwarding address. In addition to the letters, the standard public hearing notice was also sent to property owners of record within 300 feet of the subject parcels.

Planning Commission Recommendation

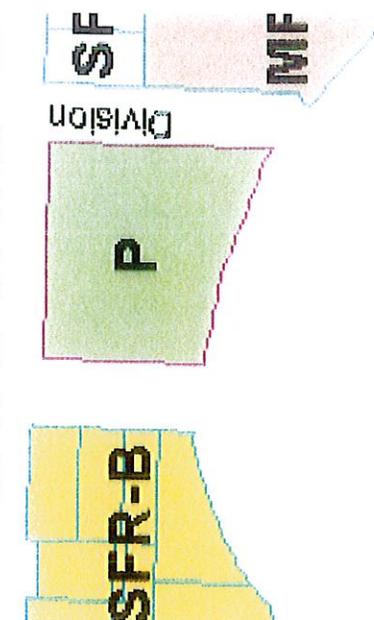
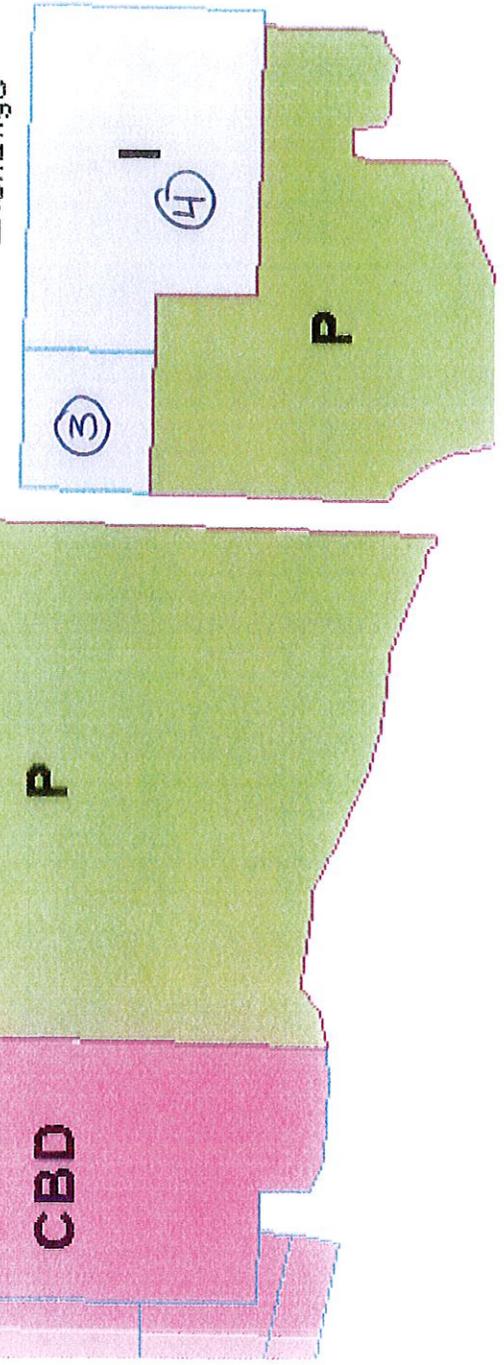
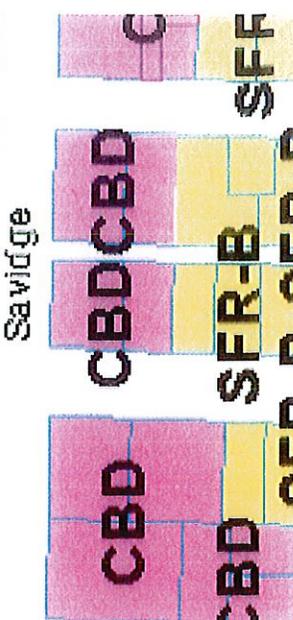
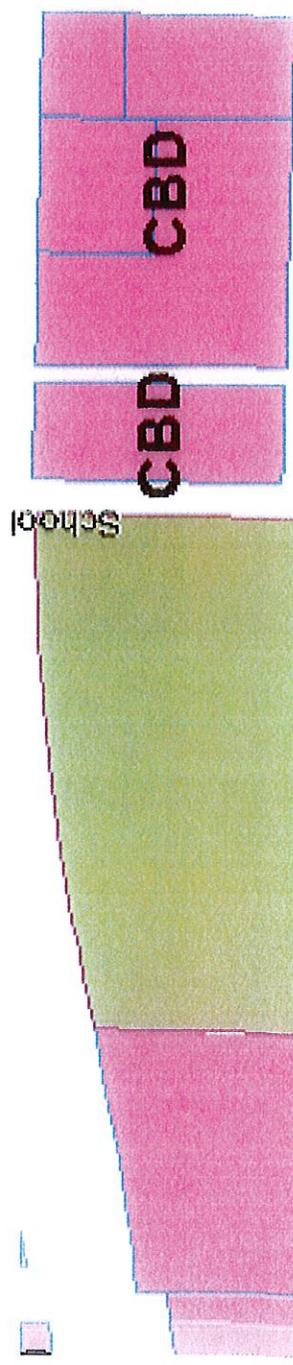
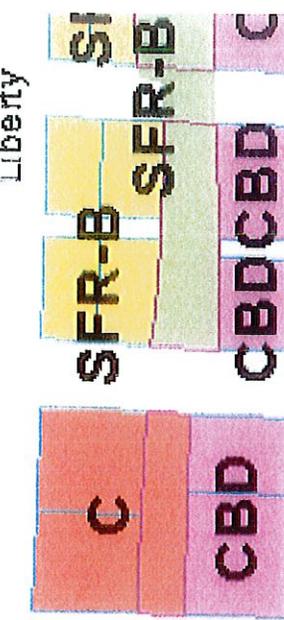
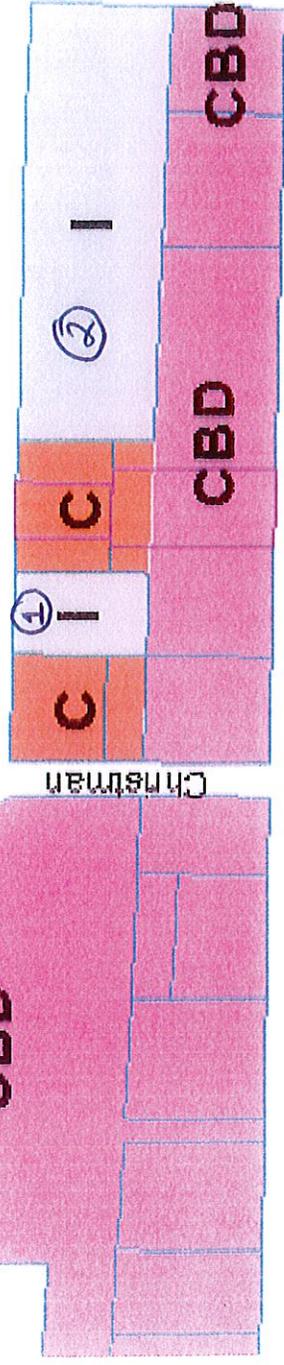
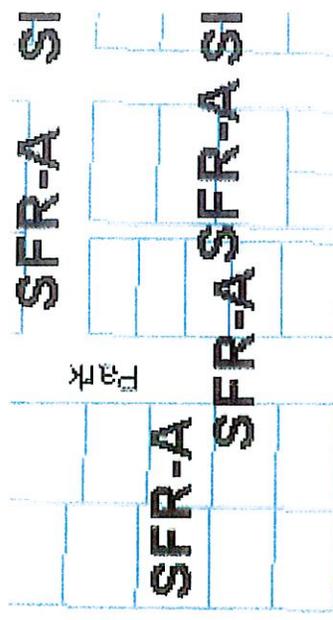
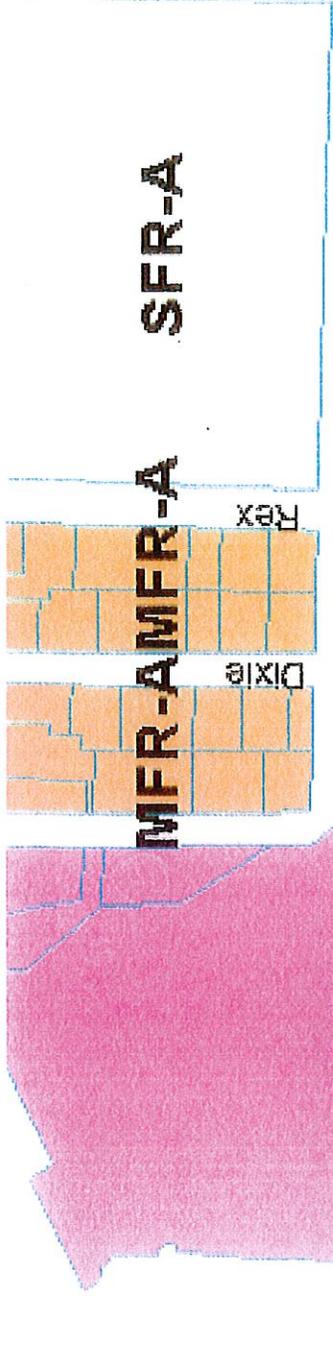
The Planning Commission held a public meeting on July 22, 2014 to consider the proposed rezoning of four (4) parcels from I, Light Industrial District to CBD, Central Business District. Vincent LaBozetta spoke in opposition to the rezoning of his property at 203 Cutler Street, citing concerns about the proposed rezoning hindering the ability for him to redevelop his property in the future. Janet Tyson of 210 Parkhurst wanted to encourage residents to support mixed use development and felt that rezoning these parcels was not the best way to encourage

redevelopment. The consensus of the Planning Commission was that the properties were not ripe for rezoning and preferred to give property owners more time to develop proposals for their properties. AT that time, the Planning Commission would entertain a request to rezone the properties. The Planning Commission voted 6-1 to recommend denial of all four rezoning proposals.

Cc: Christine Burns, Village Manager



Master Plan



Zoning Map



Cutler

Exchange

Savidge

School

Chilman

2

1

3

4

Excerpt from Zoning Ordinance

- B. No more than one (1) boat slip per **dwelling unit** shall be permitted for **multiple family dwellings**.

Boat docks and boat slips shall be used only by persons residing on the premises or their guests, and shall not be leased, rented or otherwise used for compensation except in conjunction with the lease or rental of the **dwelling unit** on the same lot, unless approved as a private or public marina as a special land use, pursuant to Chapter 20.



Section 3.18 NONCONFORMING LOTS, NONCONFORMING USES OF LAND, NONCONFORMING STRUCTURES AND NONCONFORMING USES OF STRUCTURES.

- A. Intent.

Upon the adoption of this Ordinance or subsequent amendments, there may exist **lots, structures, and uses** of land and **structures** which were lawful prior to the adoption of this Ordinance, or amendment thereto, but which are not in conformance with the provisions of this Ordinance, or amendment thereto. It is the intent of this Ordinance to permit these **nonconforming lots, structures, and uses** to continue, but not to encourage their prolonged existence. Because **nonconforming lots, structures and uses**, so long as they exist, prevent the full realization of the goals and objectives of the Village of Spring Lake Land Use Plan, the spirit of this Ordinance is to reduce, rather than increase, such nonconformance.

- B. Nonconforming lots.

1. In any zoning district, notwithstanding limitations imposed by other provisions of this Ordinance, where an existing **lot of record**, which does not abut any other **lot or lots of record** in the same ownership, fails to meet the requirements for minimum **lot area**, minimum **lot width**, or both, of the zoning district in which it is located, such **lot** may be used for the permitted uses of the zoning district, provided that the requirements not involving **lot area, lot width**, or both, of the zoning district in which such **lot** is located are complied with.
2. In any zoning district, where two or more abutting **lots of record** in the same ownership do not, when considered individually, meet the requirements for minimum **lot area**, minimum **lot width**, or both, of the zoning district in which the **lots** are located, such **lots** shall be combined and considered as one **lot** for the purposes of this Ordinance, including subsection B.1, above.

- C. Nonconforming Uses of Land.

The lawful **use** of any land, not involving a **building** or **structure**, existing and lawful on the effective date of this Ordinance, or amendment thereto, may be continued even though such **use** does not conform with the provisions of this Ordinance, or amendment thereto, subject to the following provisions:

1. No such **nonconforming use** shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied on the effective date of this Ordinance, or amendment thereto.
2. No such **nonconforming use** shall be moved in whole or in part to any other portion of the **lot** occupied by such **use** on the effective date of this Ordinance, or amendment thereto.
3. If any such **nonconforming use** of land ceases for any reason for a period of more than six (6) months, any subsequent **use** of such land shall conform to the requirements of this Ordinance. Seasonal **uses** of land, such as boat storage, shall be excepted from this provision.

D. Nonconforming structures

Structures, including **buildings**, which are existing and lawful on the effective date of this Ordinance, or amendment thereto, may be continued, even though such **structure** does not conform with the provisions of this Ordinance, or amendment thereto, subject to the following provisions:

1. No **nonconforming structure** may be enlarged or altered in a way which increases its nonconformity with the provisions of this Ordinance, unless authorized by the Planning Commission, following a public hearing held in accordance with the procedures for approval of a special land use contained in Chapter 20. In authorizing such enlargement or alteration, the Planning Commission shall consider the following:
 - a. Whether the proposed enlargement or alteration will change the essential character of the area.
 - b. Whether the proposed enlargement or alteration will have an adverse impact on adjoining property or the general welfare of the Village, by reason of its nonconformity with the provisions of this Ordinance.
 - c. Whether there are reasonable and practical alternative means to achieving the desired enlargement or alteration in a manner which does not increase the degree of nonconformity of the **structure** with the provisions of this Ordinance.
2. In the event that any **nonconforming structure** shall be damaged, by any means or in any manner, to the extent that the cost of reconstruction or restoration exceeds one-half (1/2) the value of such **structure** prior to the damaging occurrence, as determined by the most recent assessment of the market value of the **structure**, exclusive of the market value of the land, for purposes of taxation, such reconstruction or restoration shall only be permitted in conformity with the provisions of this Ordinance.

In the event that any **nonconforming structure** shall be damaged, by any means or in any manner, to the extent that the cost of reconstruction or restoration is equal to or less than one-half (1/2) the value of such **structure** prior to the damaging occurrence, as determined by the most recent assessment of the market value of the **structure**, exclusive of the market value of the land, for purposes of taxation, such reconstruction or restoration shall be permitted, providing a building permit for such reconstruction or restoration is issued within one (1) year of the occurrence of such damage.

3. If any **nonconforming structure** is altered or modified so as to eliminate, remove or lessen any or all of its nonconforming characteristics, then such nonconforming characteristics shall not be later re-established or increased.

E. Nonconforming Use of Structures

The lawful **use** of any **structure** existing and lawful on the effective date of this Ordinance, or amendment thereto, may be continued, even though such **use** does not conform with the provisions of this Ordinance, or amendment thereto, subject to the following provisions:

1. Any **nonconforming use** may be extended throughout any parts of a **building** which were manifestly arranged or designed for such **use** at the effective date of this Ordinance, or amendment thereto, but no such **use** shall be extended to occupy any land outside such **building**.
2. No existing **structure** devoted to a **nonconforming use** shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the **use** of the **structure** to a **use** permitted in the zoning district in which it is located.
3. If a **structure** which conforms with the provisions of this Ordinance, but which is occupied by a **nonconforming use**, is damaged by any means or in any manner to the extent that the cost of reconstruction or restoration exceeds one-half (1/2) the value of such **structure** prior to the damaging occurrence, as determined by the most recent assessment of the market value of the **structure**, excluding the value of land, of purposes of taxation, such **structure** may be reconstructed or restored only if its **use** conforms with the provisions of this Ordinance.
4. If a **nonconforming use** of any **structure** is terminated and replaced by a permitted **use**, such **nonconforming use** shall not be later re-established.
5. When a **nonconforming use** of a **structure** or **structure** and land in combination, is discontinued or abandoned for six (6) consecutive months, the **structure**, or **structure** and land in combination, shall not thereafter be **used** except in conformance with the regulations of the zoning district in

As required in Chapter 17.

Section 12.7 SITE PLAN REVIEW.

As required in Chapter 19

CHAPTER 12

CENTRAL BUSINESS DISTRICT – CBD

Section 12.1 INTENT.

It is the intent of this district to provide for a central shopping and service area to serve the Village residents and others shopping in the district. A wide variety of **uses** are allowed in order to provide for the needs of these shoppers.

Section 12.2 PERMITTED USES.

Land, **buildings** and other **structures** in this district may only be **used** for the following purposes by right:

1. Retail food establishments whose primary business is the sale of un-prepared food products not prepared on the premises for consumption off the premises, excluding gasoline sales.
2. Bakeries.
3. Retail businesses conducted entirely within an enclosed **building**.
4. Restaurants, not including **drive-through** facilities.
5. Personal service establishments which perform personal services on the premises, including barber or beauty shops, health and fitness salons, photographic studios, laundry and dry-cleaning services, self-service laundries or similar **uses**.
6. Offices, executive and administrative.
7. Medical offices and clinics, not including the operation of a licensed primary caregiver pursuant to the Michigan Medical Marihuana Act.

(Ordinance No. 320, Dated: December 20, 2010)

8. Banks, credit unions, savings and loan institutions, not including **drive-through** facilities.
9. Business services, including mailing, photocopying and printing services, data processing services, employment agencies, secretarial and court reporting services, and similar uses.
10. Public and private parking areas.

11. **Dwelling units**, provided they are located on the second or higher **story** of a building in which the first floor is occupied by a Commercial use.

Section 12.3 SPECIAL LAND USES.

The following special land uses may be approved by the Planning Commission subject to the applicable general and specific standards in Chapter 20.

1. Restaurants including **drive-through** facilities.
2. **Automobile service stations.**
3. Car washes, automatic or self-service.
4. Banks, credit unions, savings and loan institutions including **drive-through** facilities.
5. **Hotels**, motels.
6. Funeral homes.
7. Indoor commercial recreation establishments, such as bowling alleys, billiard parlors, and arcades.
8. Retail businesses, a portion of which is conducted in the open air, such as new and used auto, boat, **recreational vehicle** or **manufactured home** sales or rental, nurseries, and greenhouses, lawn and garden centers, produce markets and other similar uses.
9. Marinas.
10. Gasoline sales.
11. **Vehicle repair and storage establishments.**
12. Veterinary offices.

Section 12.4 DISTRICT REGULATIONS.

As required in chapter 16.

Section 12.5 PARKING.

As required in Chapter 18.

Section 12.6 SIGNS.



LOG IN 

CLASSIFIEDS EVENTS DAILY DEAL JOBNETWORK

NEWS OBITUARIES OPINION POLICE/FIRE SPORTS PHOTOS MAILBAG ELECTIONS BUSINESS

EDUCATION COAST GUARD FESTIVAL

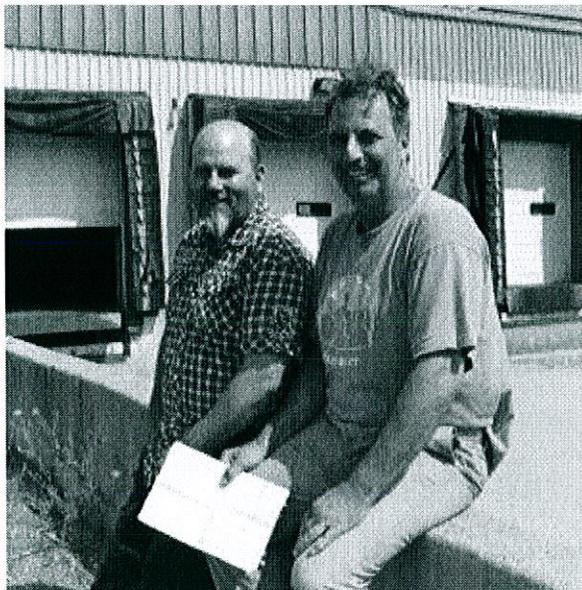


Blight to community market?

Picture sipping a craft beer, eating an entree freshly prepared from locally grown food and listening to the sounds of an Indie band.

MARIE HAVENGA SPRING LAKE

AUG 2, 2014



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After dinner, you browse local art, then rent a hand-crafted kayak for a 45-minute paddle down the Grand River. After your journey, you buy some fresh fruits and vegetables at the indoor farmers market and schedule an appointment for a yoga class the next morning.

This and more could all be available in a blighted factory building on South Cutler Street in Spring Lake, adjacent to Mill Point Park.

Commercial developer/investor Vince Labozzetta hopes to present plans to turn the 70,000-square-foot building into a multi-use community market to village officials as early as next month.

The venue could include working artist space, a distillery, brew pub, restaurant, live music, food trucks, kayak and bike rental vendors, and more.

Labozzetta envisions community space similar to the Grand Rapids Market, but more affordable.

"It's a pretty big vision with artists and craftsmen," he said. "It's like a low-budget Grand Rapids deal. I want to create the same things, but make it more economical for the everyday person."

The property is currently zoned industrial and part of the space is being used as such. But



nation of immigrants

What kind of restaurant would you like to see open up at Grand Landing? 19

Top Stories

Photo Gallery: Coast Guard Festival Grand Parade

Photo Gallery: Scottville Clown Band

Photo Gallery - Coast Guard Festival - More Grand Parade

Police: Shoplifter flees, runs red light, critically injured in crash

Street Dance

What kind of restaurant would you like to see open up at Grand Landing?

- IHOP
- Big Boy
- Bob Evans
- Sonic
- Steak 'n Shake

the village's Master Plan designates the land's future zoning as commercial/market district.

"The community is broken up a little bit," said Labozzetta, who owns commercial property in Norton Shores. "We don't really have a district or area like Grand Rapids has Monroe Mall. That's what I see creating — a downtown district."

The developer wouldn't divulge names, but said he has talked to several breweries about occupying some of the space, and the interest seemed mutual.

Labozzetta said he already has commitments from several artists and health and wellness practitioners to rent office space there. A kayak builder has also expressed interest in leasing space, as has a Grand Rapids bar owner.

He said there's also plenty of space for a performing arts/event area.

"But it would be a little bit edgier than what might be for the business-suit crowd," Labozzetta said.

Read the complete story in Saturday's print or e-edition of the Grand Haven Tribune.

Comments

GHTwpResident3518

SAT, 08/02/2014 - 7:15PM

Wow, that would be so cool!!! Our area seriously would benefit from something like that. Great for both tourists and year round residents. Can't wait!

userxp101

SUN, 08/03/2014 - 9:49AM

Sounds very exciting!

- Chick-fil-A
- Cracker Barrel
- Popeye's or Lee's Chicken
- Denny's
- Ruby Tuesday
- Some kind of high-class, fine dining
- Other (comment below)
- We don't need anymore restaurants in GH

Vote

COMMENTS  19

Local Yellow Pages

- Apartments in Grand Haven
- Attorneys in Grand Haven
- Auto Dealers in Grand Haven
- Auto Parts in Grand Haven
- Auto Repair in Grand Haven
- Beauty Salons in Grand Haven
- Car Rental in Grand Haven

userxp101

SUN, 08/03/2014 - 9:55AM

Not sure if there would be enough room for parking in that area though.

Post a Comment

Log in to your account to post comments here and on other stories, galleries and polls. Share your thoughts and reply to comments posted by others. Don't have an account on GrandHavenTribune.com? Create a new account today to get started.

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616-842-9584 (fax)
101 North Third Street
Grand Haven, MI 49417

MOORE & BRUGGINK, INC.

Consulting Engineers

2020 Monroe Avenue, N.W.

Grand Rapids, Michigan 49505-6298

August 6, 2014

Re: Alley Improvements

Mr. Roger Belknap
Village of Spring Lake
102 W. Savidge Street
Spring Lake, Michigan 49456

Dear Mr. Belknap

Moore & Bruggink, Inc. is pleased to provide a quotation for design engineering and construction engineering services for the Alley Improvements located in the Village of Spring Lake, Ottawa County, Michigan.

In preparing this quote we met with you to review the project and determine Village desires for improvement. From this review we understand that the Village would like to upgrade the Alley with HMA pavement and improve drainage.

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

1. Site Review & Soil Borings: We will review the site and specify soil boring locations to determine the make-up of the underlying soils and depth of the water table within the Alley. We will then have an experienced inspector perform the soil borings and log the results for review and design purposes. A project of this scale typically requires 2 to 3 soil borings to characterize the existing underlying soil composition.
2. Topographic Survey: Our experienced survey crew will perform a partial topographic and boundary survey of the Alley where improvements are to be made. This survey will give us a base of the Alley improvement area and allow us to log all construction related items. This information will serve as a base for the design of the planned improvements.
3. Prepare Plans: Based on work items 1 and 2 above, we will prepare preliminary removal and improvement plans and detail sheets with cost estimates. Based on Village feedback we will finalize the improvements for construction.

4. Prepare and apply for all permits: We anticipate that a Soil Erosion and Sedimentation Control (SESC) permit will be required for the project. Moore & Bruggink will provide all documentation for the permit application and the contractor(s) will be required to pay all fees to obtain the permit.
5. Contract Quantities: We will review the project scope and compile pay items and quantities for construction. We will finalize an engineer's estimate of project costs for 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.
6. Bid Documents: We will prepare construction specifications, special provisions, project completion date, bid form, and contract documents. Contract documents will reference MDOT and County Road Commission construction standards. Insurance requirements will include coverage for the Village of Spring Lake. Performance bonds and Payment bonds will be required. A one year guarantee will be required of the contractor(s) for materials and workmanship.
7. Bid Openings: Moore & Bruggink will prequalify contractors to ensure that only quality contractors provide bids to the Village. We will answer all bidder questions and assist in the bid opening process for each phase. After bids are received we will check the bids and prepare a post bid budget and an award recommendation letter.
8. Preconstruction Meetings: We will coordinate and schedule a preconstruction meeting with the contractor, Village representatives and utility companies for each phase. The meeting will be an opportunity to verbally reinforce any special work items that are identified in design. We will also review permit requirements, communication plans, and project schedules.
9. 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.
10. Construction Inspection: Moore & Bruggink will provide part time construction inspection for the project. We will monitor all stages of construction to ensure the project is constructed per the plans and specifications. For vital construction items such as hot mix asphalt placement we will provide full time inspection. We will prepare a final pay estimate based on as-built quantities in each phase at the completion of the work.
11. Testing: Our inspector will perform quality control on all pertinent construction materials. 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.

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 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

- Soil Borings & Logs	\$500.00
- Partial Topographic & Boundary Survey	\$750.00
- Design and Bid Package Preparation	\$1,500.00

Subtotal **\$2,750.00**

Construction Phase

- Construction Staking	\$550.00
- Construction Engineering & Inspection	\$1,500.00

Subtotal **\$2,050**

Total Design & Construction Engineering Cost: **\$4,800**

We estimate that the work described herein can be commenced within two to three 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.

RA/klm

Proposal Page # _____ of _____ pages

VALLIER FENCE CO.
 1945 E. PONTALUNA RD.
 SPRING LAKE, MI 49456
 (231) 798-4365

PROPOSAL SUBMITTED TO: Ben VanHoven customer to get Permit if needed

ADDRESS: 210 S. Buccanah

PHONE # 638-6472 FAX # _____ ARCHITECT _____

JOB NAME _____ JOB # _____

JOB LOCATION _____

DATE _____ DATE OF PLANS _____

We hereby submit specifications and estimates for Customer to call Miss Dig Ph# 811

46 - 6' x 8' Dog Ear Panels

52 - 4x4x8 Posts

\$6595.⁰⁰

tear out + stack old fence \$350.⁰⁰

25' Cantilever Gate w/ operators

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance _____ Signature _____

Signature _____

Public Improvement Fund (208) ~ Five-Year Plan

	Actual	Actual	Actual	Actual	Actual	Budgeted	Year 1	Year 2	Year 3	Year 4	Year 5
	FY 9/10	FY 10/11	FY 11/12	FY 12/13	FY13/14	FY 14/15	Projected	Projected	Projected	Projected	Projected
							FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY19/20
REVENUES											
Transfer from TIF Fund (Unhibernated FY 15/16)	\$105,000	\$114,592	\$170,000	\$127,922	\$84,000	\$124,000	\$350,000	\$357,000	\$364,140	\$371,423	
TIF Contribution for miscellaneous projects within the TIF district on the Development Plan			\$155,319								
General Fund contribution			\$40,000			\$23,000					
Right of Way Leases/Lake Pointe Lot	\$4,728	\$3,943	\$4,049	\$5,354	\$4,208	\$4,359	\$4,516	\$4,679	\$4,847	\$5,022	
Interest	\$297	\$345		\$0	\$28	\$0	\$100	\$200	\$250	\$250	
Lease/Sale of 209 S. Park	\$5,319	\$7,462	\$8,800	\$4,697							
Grand River Bike Path Grants (MDNR 465k, CMAQ 300k, Czone 50k, Sherwood Found10k; TIF 155k; SLT 2.5k; Force Acct 10.6k; Loutit 30k; Friends of GRG 154k; GHACF -Youth54k;; TIF \$155K)	\$2,500	\$8,213	\$342,348	\$384,700	\$21,054						
Central Park Shell Grants (Rotary,SLT, North Bank)	\$14,093										
Holiday Inn Bypass				\$6,700							
SLT Lakeside Trail DNR Match		\$15,000									
Tree Match, Grants and North Bank Communities Fund	\$746	\$21,275	\$3,299	\$3,482							
Safe Routes MDOT Grant											
Safe Routes Non-Infrastructure		\$1,196									
Energy/Wind Turbine Grant			\$7,056								
Driveway Reimbursement		\$400	\$1,955								
Barber School Sound System		\$10,000									
Transfer Tanglefoot Dock Revenue			\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	
Total Revenues	\$132,683	\$182,426	\$740,326	\$540,355	\$116,790	\$158,859	\$362,116	\$369,379	\$376,737	\$384,195	\$0

							Year 1	Year 2	Year 3	Year 4	Year 5
	Actual	Actual	Actual	Actual	Actual	Budgeted	Projected	Projected	Projected	Projected	Projected
EXPENDITURES	FY 9/10	FY 10/11	FY 11/12	FY 12/13	FY13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY18/19	FY19/20
Taxes on 209 S. Park	\$7,692	\$7,218	\$6,826	\$6,072	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$1,418	\$2,381	\$3,069	\$1,170	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0
209 South Park Acquisition/Interest Payment	\$15,697	\$22,683	\$7,333	\$11,049	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recreation Plan Revision/printing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalk replacement	\$8,200	\$0	\$0	\$0	\$0	\$3,000	\$0	\$6,000	\$0	\$0	\$0
Parking lot repairs N. of Post Office		\$0	\$0	\$0	\$0	\$0	\$0	\$9,000	\$0	\$0	\$0
Parking lot at Post Office	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lakeside Trail Cracks/Resurfacing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
South Street sidewalk construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0
Barber School, DPW, VH Energy Improvements	\$0	\$0	\$7,701	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Barber Street School Gazebo + Makeovers	\$247	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Barber School Sound System	\$0	\$11,801	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
210 South Cutler	\$243	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wayfinding Sign Program (Mill Pt Park & SLYC)	\$3,238	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Thum Point Sign	\$135	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tree Safety Contract	\$22,800	\$13,456	\$11,427	\$12,081	\$7,679	\$13,000	\$6,000	\$0	\$0	\$0	\$0
Tree Planting Match Program	\$7,929	\$6,679	\$11,900	\$7,078	\$4,427	\$2,500	\$5,000	\$5,000	\$0	\$0	\$0
Central Park Improvements	\$429	\$0	\$0	\$0	\$11,542	\$0	\$0	\$0	\$0	\$0	\$0
Permanent Leaf Compost Site	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0
Grand River Greenway/Non-motorized Path- Local Phase I - III	\$0	\$5,400	\$844,883	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0
Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Slover Property for Phase II	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
West End Boardwalk	\$0	\$0	\$0	\$640	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand River Greenway Repairs	\$0	\$0	\$0	\$9,624	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Central Park Shelters	\$0	\$27,010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tri-Cities Connector Path Painting (shared)	\$0	\$0	\$0	\$958	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0
Savidge Street Ornamental Lights	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pay SL Township Pledge for MDNR Grants	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safe Routes to School Professional Services	\$0	\$51,416	\$15,495	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safe Routes Sidewalks (3/7/11 work session)	\$0	\$5,647	\$47,561	\$3,830	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Whistlestop & Central	\$3,980	\$123	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lakeside Trail Property Markers/reforestation	\$4,250	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Jackson St Dock Replacement (Design/Construct)	\$0	\$0	\$59,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lakeside Beach dredge	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0
Dredge storm drain off of E. Fall Street	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0
Central Park Tree Nursery	\$448	\$0	\$0	\$0	\$239	\$0	\$0	\$0	\$0	\$0	\$0
Contribution to Major St Fund - GRGW	\$0	\$0	\$48,733	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DPW Storm Water Basin	\$0	\$2,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
South Street Storm Sewer Repair	\$0	\$6,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Holiday Inn Bypass	\$0	\$0	\$0	\$71,236	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mill Point Dock Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Alley Repairs	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0
Mill Point Parking Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
Winsor McCay Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0

Public Improvement Fund (208) ~ Five-Year Plan

Spring Lake Condos Fencing	\$0	\$0	\$0	\$0		\$17,000	\$0	\$0	\$0	\$0
Barber School Parking/Drainage Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0
Improve Drainage Behind Village Hall	\$0	\$0	\$0	\$0		\$6,000	\$0	\$0	\$0	
Central Park Improvements Grants										
West Savidge Street Sewer/Street	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0
Total Expenditures	\$96,710	\$172,389	\$1,064,748	\$123,738	\$23,887	\$82,500	\$191,000	\$75,000	\$0	\$0
Increase (Decrease) Fund Balance	\$35,973	\$10,037	-\$324,422	\$416,617	\$92,903	\$76,359	\$171,116	\$294,379	\$376,737	\$0
Computed Fund Balance Begin	\$2,496	\$38,470	\$48,507	-\$486,688	-\$70,071	\$22,832	\$99,191	\$270,308	\$564,687	\$941,424
Computed Fund Balance End	\$38,470	\$48,507	-\$486,688	-\$70,071	\$22,832	\$99,191	\$270,308	\$564,687	\$941,424	\$941,424
Minimum Fund Balance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Difference above or below Minimum	\$13,470	\$23,507	-\$511,688	-\$95,071	-\$2,168	\$74,191	\$245,308	\$539,687	\$916,424	\$916,424



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

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

www.springlakevillage.org

August 5, 2014

Spring Lake District Library
Attn: Lynne Sherwood, Treasurer
123 E. Exchange
Spring Lake, MI 49456

Dear Lynne,

Thank you for your recent letter regarding the Village's plan to un-hibernate the Tax Increment Finance (TIF) in the coming years.

As you have undoubtedly heard, when the downturn in the economy hit West Michigan communities, there have been numerous sacrifices made in order to balance the Village budget. Village employees are now contributing 20% to their health care plan, new hires are offered a lesser retirement benefit than more senior employees, the union have retreated from their position, our fund balance has dwindled and most recently the Village has contracted with the Ottawa County Sheriff's Office for police protection so that we may garner savings and apply it to an unfunded pension conundrum. The point being that our elected officials completely understand your statement that cuts may need to be made when the TIF un-hibernates. During the time period the TIF refund has been issued, critical Village infrastructure projects have been placed on hold, utility rates have increased and every Village employee has given a pound of flesh so that service delivery to the taxpayer would not be impacted.

After careful consideration, the Finance Committee will recommend to the entire Council that the TIF be un-hibernated in the next fiscal year so that we may address some large infrastructure projects such as a new sewer mains on W. Savidge & Buchanan which equates to approximately \$1,000,000 worth of necessary and urgent improvements. These infrastructure improvements can no longer be placed on the back burner without jeopardizing the health and welfare of the neighborhoods they serve.

If you have further questions regarding the TIF district, please do not hesitate to contact me.

Sincerely,

Christine Burns
Village Manager





SPRING LAKE DISTRICT LIBRARY

Growing with our community for over 150 years

July 25, 2014

Finance Committee
Village of Spring Lake
Spring Lake, MI 49456

Dear Finance Committee:

After the Spring Lake District Library received the TIF refund in July, the Library Director Claire Sheridan contacted the Village Clerk/Treasurer Marvin Henga to get confirmation of the last date that the Library would receive a TIF refund so that the Library would be able to do appropriate budget planning for the next couple of years. She was not able to get that information because Mr. Henga said that there would be discussion on whether or not to end the TIF hibernation sooner than July 1, 2016, at the Finance Committee meeting on July 28.

The TIF refund has been very important to the library budget in helping to fund materials purchases, building and grounds maintenance and improvements, programming, and digital services. The Library has incorporated into its budget planning the decision of the Village of Spring Lake to reactivate the TIF on July 1, 2016, as stated in the letter from the Village dated July 29, 2013 (copy attached).

We recognize that Finance Committee meetings usually are work sessions where many issues are discussed. Rather than attend the meeting and interrupt the work of the committee, we are sending this letter to let you know of our concern about potential changes in the reactivation date of the TIF. We urge you to stand by your original decision instead of reactivating the TIF sooner.

When the Library loses the TIF refund, some cuts will need to be made. We would like to be able to tell people that those cuts are made so that the Village can fund certain projects and would appreciate it if you will tell us what your plans are for these funds. The loss of the TIF refund will affect every entity having a millage, such as E911, the Tri-Cities Museum, North Ottawa Council on Aging/Four Pointes, etc. so there will be widespread effects of the reactivation of the TIF. We encourage you to give this careful consideration before making changes.

Thank you.

Sincerely,

Lynne Sherwood
Treasurer

Claire Sheridan
Library Director

Cc: Jim MacLachlan, Village President
✓Chris Burns, Village Manager

Member of Lakeland Library Cooperative
123 East Exchange Street • Spring Lake, Michigan 49456
616/846-5770 • Fax: 616/844-2129 • spl@llcoop.org



102 W. SAVIDGE ST. • SPRING LAKE, MI 49456
PHONE: 616-842-1393 • FAX: 616-847-1393
www.springlakevillage.org

July 29, 2013

Spring Lake District Library
123 E Exchange Street
Spring Lake, MI 49456

Re: 2012 TIF Hibernation Refund

To Whom It May Concern:

The Village Council approved the hibernation of the Tax Increment Finance District for the 2012 tax year. Since October 2005, the Village of Spring Lake has held its Tax Increment Financing fund in hibernation. Spring Lake Township continued to collect and remit to the Village taxes from the Tax Increment Financing district, allowing your entity to receive the attached payment as reimbursement. The Village was allowed to retain operating expenses associated with the TIF fund and prorate those expenses to the taxing authorities. Attached is a recap of your entity's captured tax dollars less the prorated expenses and loan repayment for Mill Point Brownfield.

In September 2015, the Village Council intends to enact an amendment un-hibernating the Tax Increment Financing fund, causing it to reactivate beginning July 1, 2016. The fund is being revived to provide funding for several long-awaited Village projects, such as improvements to the downtown streetscape east of Lake and on Exchange Street. This letter is a courtesy notice that the Village will no longer be able to reimburse your entity as of the fiscal year that begins with 2016.

The Village Council Finance Committee will be meeting on August 8, 2013 at 6:30 p.m. in the upstairs conference room of the Village Hall to hear any concerns of the taxing authorities regarding the un-hibernating of the Tax Increment Financing fund. If you would like to attend this meeting, please feel free to contact me at (616) 842-1393.

Sincerely,

Maribeth Lawrence
Village Clerk/Treasurer



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

PHONE 616-842-1393 * FAX 616-847-1393

www.springlakevillage.org

June 30, 2012

Spring Lake District Library
123 E. Exchange ST
Spring Lake, MI 49456

Re: 2011 TIF Hibernation Refund

To Whom It May Concern:

The Village Council approved the hibernation of the Tax Increment Finance District for the 2011 tax year. Since October 2005, the Village of Spring Lake has held its Tax Increment Financing fund in hibernation. Spring Lake Township continued to collect and remit to the Village taxes from the Tax Increment Financing district, allowing your entity to receive the attached payment as reimbursement. The Village was allowed to retain operating expenses associated with the TIF fund and prorate those expenses to the taxing authorities. Attached is a recap of your entity's captured tax dollars less the prorated expenses and loan repayment for Mill Point Brownfield.

In September 2015, the Village Council intends to enact an amendment un-hibernating the Tax Increment Financing fund, causing it to reactivate beginning July 1, 2016. The fund is being revived to provide funding for several long-awaited Village projects, such as the School Street extension, West End redevelopment, and improvements to the downtown streetscape east of Lake and on Exchange Street. This letter is a courtesy notice that the Village will no longer be able to reimburse your entity as of the fiscal year that begins with 2016.

Please feel free to contact Maribeth Lawrence, Village Clerk/Treasurer or Roger DeYoung, Interim Village Manager at (616) 842-1393 with any questions.

Sincerely,

Maribeth Lawrence
Village Clerk/Treasurer

TAX INCREMENT FINANCE AUTHORITY

2011

HIBERNATION REFUND

SPRING LAKE LIBRARY

OPERATING

MILLAGE - 1.7335

TIF CAPTURED VALUE RECEIVED FROM SPRING LAKE TOWNSHIP \$ 41,007.79

2011 PRORATED TIF EXPENSES (5,694.84)

MILL POINT BROWNFIELD LOAN (250.63)

REFUND AMOUNT \$ 35,062.32

**Village of Spring Lake
TIF Capture Refunds
For Fiscal Year ending June 30, 2014**

<u>Taxing Entity/Millage</u>	<u>Amount</u>
Council on Aging	5,866.82
Ottawa County	84,549.83
Ottawa County 911	10,443.96
Ottawa County Parks	7,511.69
Spring Lake Bike Path	11,631.20
Spring Lake Library	41,151.70
Spring Lake Township	9,862.18
Tri Cities Museum	5,389.34
Total	<u>\$176,406.72</u>



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
GRAND HAVEN FIELD OFFICE
307 SOUTH HARBOR
GRAND HAVEN, MI 49417-1791

Village of Spring Lake

JUN 18 2014

Received

June 16, 2014

Engineering & Technical Services
Regulatory Office
Permit No. LRE-1981-500061-S09

Christine Burns
Manager, Village of Spring Lake
102 W Savidge Street
Spring Lake, Michigan 49456-1603

Dear Ms. Burns:

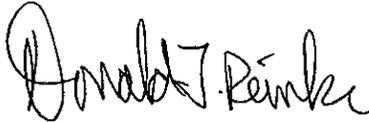
In April 2011, we provided the Village of Spring Lake with authorization under the above-noted permit to discharge fill and dredged material in wetlands adjacent to Spring Lake and to conduct additional work in Spring Lake at Mill Point Park for park improvements. As you should be aware, conditions of the permit required the restoration of two disturbed wetlands on Park property and the submittal of restoration monitoring reports. In September 2011, we granted the Village a permit modification for additional impacts to wetlands adjacent to Spring Lake with the condition that the Village restore an additional wetland area on Park property. Although we understand the restoration sites have been graded and planted, we have yet to receive a monitoring report. We consider the Village's failure to submit wetland mitigation monitoring reports to us to be a matter of permit non-compliance.

To reiterate, in wetlands adjacent to tributaries of the Grand River, as in all waters of the United States, including adjacent wetlands, any discharge of dredged and/or fill material must be authorized by the Department of the Army. The authority of the Corps of Engineers to regulate these discharges is contained in Section 404 of the Clean Water Act and regulations promulgated pursuant to that Act. Filling and grading work, mechanized landclearing, sidelaying of excavated material, and some forms of piling installation constitute or otherwise involve discharges of dredged and/or fill material under the Corps' regulatory authority.

As noted above, the Village of Spring Lake is not in compliance with Corps Permit 1981-500061-S09. Within 14 days after receiving this letter, please contact Nathan Schulz in our Grand Haven Field Office at 616-842-5510 x25530 or at Nathan.T.Schulz@usace.army.mil and provide him with an explanation for the Village's failure to submit monitoring reports. We will expect the Village to submit a monitoring report meeting the conditions of Permit No. 1981-500061-S09, as specified in the document titled "Compensatory Mitigation Plan – Grand River Greenway Project", by September 15, 2014.

Our enforcement action on this matter will close if the Village of Spring Lake adheres to the aforementioned schedule. However, we will be obliged to escalate our enforcement action if the Village fails to provide a mitigation monitoring report to us in a timely manner. Please contact Mr. Schulz if you have any questions. In all communications, please refer to File Number LRE-1981-500061-S09.

Sincerely,

A handwritten signature in black ink that reads "Donald T. Reinke". The signature is written in a cursive style with a large initial "D" and "R".

Donald T. Reinke
Chief, Compliance & Enforcement Branch
Regulatory Office

Copy Furnished

MDEQ, Grand Rapids District Office (09-70-44)

Adrienne Peterson

From: Adrienne Peterson [adrienne@petersonenviro.com]
Sent: Monday, August 04, 2014 1:54 PM
To: 'Christine Burns'
Subject: Mitigation Monitoring

Hi Chris,

A permit was issued by the MDEQ (see information below). I let a voice mail message for Nathan, but I haven't spoken to him yet. I will get you a cost estimate once I have a chance to speak to him.

Take care,

Adrienne

CIWPIS on Line

Coastal and Inland Waters Permit Information System

File No: 09-70-0044-P

Status: Permit Issued

Name: **Village of Spring Lake**

County: **Ottawa**

Address: **Attn: Ryan Cotton**

Twn/Rng/Sec: **08N/16W/15**

**102 West Savidge Street Spring Lake,
MI 49456**

Government: **Village of Spring Lake**

Subdivision:

Waterbody: **Grand River**

Lot:

ProjectName: **Grand River Greenway, Phase I**

Tax ID: **70-03-16-479-003 +**

Activity: **Boardwalk**

MITAPS:

Activity: **Deck**

Activity: **Dock**

Parts: 301 325 303 31 315 323 353 Sec404

1 <strong X X <strong <strong <strong X
</strong </strong </strong

Type: **Public Notice**

Field: **Derek Haroldson**

Renewal:

Entry: **Kate Hayes**

Date Received: **4/20/2009**

Date Final Action: **9/11/2009**

Date Sent to Field: **6/30/2009**

Date Permit Expires: **9/11/2014**

Date Extended:

Date Revised: **3/23/2011**

Date Site Inspection: **7/28/2009**

Date Public Notice: **6/30/2009**

Date Public Hearing:

Date CR Mailed: **04/30/2009**

This information is a summary of DEQ project file: 09-70-0044-P.

Adrienne Peterson

Peterson Environmental, LLC
PO Box 262

Flowers:

• Thank you to the Village of Spring Lake for putting in a shelter at the Spring Lake dog park. It was really needed last year during the cold, windy, snowy winter days. I think those days may come again, and I am grateful that I can take my dog to the park and have shelter from the wind. Thank you!

Sandra Peel and Z



Did You Know??

The Loutit District Library offers a convenient new way to access Harbor Transit. Their Fourth Street entrance has a phone that connects directly to Harbor Transit enabling people to call and request pickup service.

One more way of making our friendly, inexpensive local bus service more convenient and easy to use. Give it a try.

Harbor Transit Teams Up with Charter Media

Television ads have been developed, produced, and are now being aired on Charter Cable TV which covers Harbor Transit's entire service area and beyond. Over the next twelve months look for our ads to be aired on a select number of channels which generate high levels of viewership in the adult/parent, senior, and female demographic which mirror our current and future ridership. Forty commercials per month will be rotated on the following channels – Fox News, Bravo, TLC, HGTV, National Geographic, ABC Family, and Oxygen among others. Over time we are confident that the decision makers in the household will see these ads and respond to the service message as their need for bus transportation presents itself. Ad content will be changed and modified over time making the message new and fresh. This advertising investment will allow us to reach more potential users of our service and serves to round out our media mix of radio, print, and now TV.



Simplified Harbor Transit Policies & Procedures

PACKAGES, GROCERY/SHOPPING BAGS, RECYCLABLES

1. Passengers are permitted to carry packages or bags of groceries onto the bus provided that the passenger is able to handle the bags personally on and off the bus in a single, unaided trip.
2. Bags or items must not block emergency exits, windows, aisles, or the entrance of the bus.
3. Passengers are permitted to bring bags of cans and plastic bottles for recycling/deposit purposes on board with the following restriction: Drivers will give the passenger a clean, 55-gallon trash bag for them to place their bag of cans/bottles in, thus eliminating any potential leaking that may occur. The bags are then to remain on the floor (not in the aisle) with the passenger.
4. NO conventional grocery carts (from a store) will be allowed; however collapsible carts, when full of items, will be allowed and tied down using a wheelchair station if they cannot be secured between the seats with a seat belt of an empty seat. Empty carts should be collapsed, and held upright by the passenger.



440 N. FERRY STREET,
GRAND HAVEN, MI 49417
616.842.3200

transit times

VOLUME 2, ISSUE 3

SUMMER, 2014

COMMENTS FROM RIDER

"In my experience with Harbor Transit I have always found them to be highly competent and compassionate"

Allan

For more complete information on everything that is going on at Harbor Transit visit our web site harbortransit.org

Spring Lake Township Bus Service One Step Closer To Becoming A Reality!



Thanks to a majority 5-2 vote of Spring Lake Township Trustees at their July 14th board meeting, Harbor Transit is one step closer to providing on-demand bus transportation to all of the residents of this area of Northwest Ottawa County. Following the presentation of over 200 petition signatures, a dozen letters from township individuals, organizations and businesses, along with public comments the board agreed to place a millage question on the November ballot. This action will provide township residents with the opportunity to cast their vote on this important issue. When approved, the millage rate assessed would match up with that paid by the residents of the Village of Spring Lake.

"We are extremely pleased with the board's support and look forward to communicating the value and benefit of public transportation to the township voters between now and November," stated Transportation Director, Tom Manderscheid. "A small but dedicated group of local supporters will be using all means necessary to educate and inform township residents on the need for this service and why this quality of life issue deserves a YES vote."

Following the successful passage of the millage, new expanded bus service into the entire township is expected to begin during the latter part of 2015.

New Improved Dispatch System To Serve You Better - *Coming Soon*

Harbor Transit will soon have a state-of-the-art computer aided data management system. The old manual system of writing everything down on paper will be replaced with a fully automated operation. Computer tablets in every bus will help to significantly improve communications, on time performance, and overall operations – making the service even better.



The bid opening for the computer-aided software and hardware was on July 9th. Three companies bid on the project and they will be presenting their program specifics to an internal review committee the end of August. The Committee will make a recommendation to the Harbor Transit Board for their approval at their September 24th meeting. The project will get underway within a week after the Board’s approval and is expected to be completed within six months.

“This grant funded project will not only bring Harbor Transit into the 21st century, it will also streamline our federal and state reporting, relieve the dispatchers and drivers of a tremendous amount of record keeping, and the routing of buses will be more consistent and timely. Our customers should certainly see an improvement in our service and we’re excited about that,” stated Customer Care/ Compliance Manager, Sue Thomae

Service enhancements you can expect with the new system.

- ~ will let riders know where their bus is in “real time”
- ~ better communications between bus and dispatch
- ~ will determine more accurate estimated time of arrival
- ~ improves on time performance through use of on-board GPS
- ~ pin points bus location, speed and direction in real time
- ~ means dynamic dispatching with ability to make on the fly schedule changes

Operational benefits to be realized with the new system.

- ~ eliminates the need for paper and reduces the amount of voice and radio traffic
- ~ will help reduce fuel costs by 10-15%
- ~ reduces carbon footprint through more efficient scheduling
- ~ monitor and manage the fleets on time performance
- ~ will serve to improve driver accountability
- ~ ability to make on the fly schedule changes

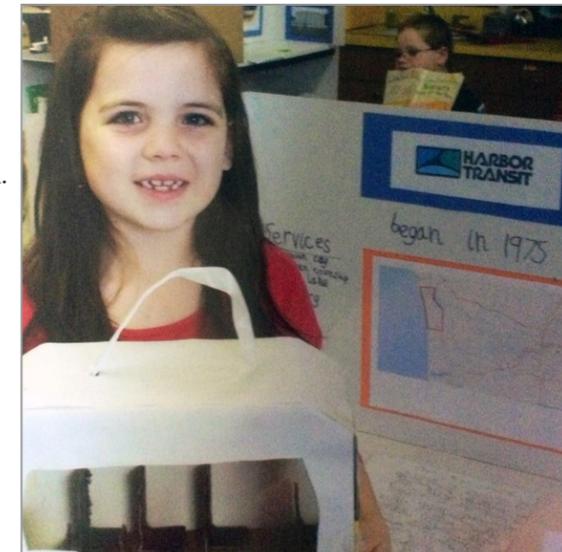
Call Harbor Transit Dispatch Office To Schedule a Door to Door Pick Up
842.3200

Local School Kids Get The Ride Of a Lifetime



Thanks to the innovative teaching style of Ms. Patti Kooi at St. John's Lutheran School, a group of first and second graders recently experienced a bit of Grand Haven from a whole new point of view. As part of the their social studies class, students were asked to research local landmarks as part of the “Grand Haven – Up Close” project. Amy Ransford (pictured here) chose Harbor Transit and built a small model of a bus and told the story of who we are and where we've come from.

The project culminated with a trolley ride with driver “Brandon” on a tour around town to view many of the other local sites they had reported on. To quote Ms. Kooi, “the students truly saw the community from a different perspective and it was a great end of the year event.”



August 2014

August 2014							September 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Jul 27	28	29	30	31	Aug 1	2
7/27 - 8/1						8:30am 10:00am USCG Spouses Breakfast (1 10:00am 11:00am Villa 12:00pm 1:30pm Rotar 2:30pm 4:00pm USCG	9:00am 12:00pm Coast Guard Festival Parade (GH) - Christine Burns
8/3 - 8	3	4	5	6	7	8	9
		9:00am 10:00am Staff 11:00am 12:00pm Gran 2:00pm 3:00pm Central 3:00pm 3:30pm Rog/Be 7:00pm 8:30pm Parks		10:00am 11:00am Central Park Capital 2:00pm 3:00pm Village 2:00pm 2:30pm Vince L 5:30pm 7:00pm Harbor	7:00am 8:00am workout (Aquatic Ce 11:40am 5:00pm Oral Surgery (Grand Have 5:00pm 8:00pm Ben's V	11:00am 12:00pm Funeral - Ben Walters (Clare Baptist Church) - Christine Burns	9:00am 3:00pm Garage Sale (602 Parkview) - Christine Burns 3:30pm 7:30pm Fly-in (MKG) - Christine Bu
8/10 - 15	10	11	12	13	14	15	16
	Maintenance (Kalamaz	7:00am 8:00am Village / Township Committ 9:00am 9:30am Cleanin 2:00pm 3:00pm Investi 7:00pm 9:00pm Council	8:00am 5:00pm Visit David (Torch Lake) - Christine Burns	10:00am 11:00am Baseball/Softball @ Central Park (SLVH) 2:00pm 3:00pm Village Plan Group Meeting	7:00am 8:00am workout (Aquatic Center) - Christine Burns	8:30am 9:30am Meet w/Jim (Chris' Office) 12:00pm 1:30pm Rotary Lunch (SLCC)	11:00am 1:00pm US Army Corp of Engineers Celebration (307 S. Harbor)
8/17 - 22	17	18	19	20	21	22	23
		7:00pm 9:00pm Council Meeting (Barber School)	10:15am 10:45am Dr. Barber (NOCH) - Christine Burns	8:30am 9:30am Sewer Authority (GHCH) 10:00am 11:00am Central Park Capital 2:00pm 3:00pm Village	7:00am 8:00am workout (Aquatic Center) - Christine Burns	8:30am 9:30am Meet w/Jim (Chris' Office) 10:00am 11:00am MHS 5K (SLVH EOC Room 11:30am 1:00pm Lunch	
8/24 - 29	24	25	26	27	28	29	30
		8:00am 5:00pm College Move-In (Western Michigan University) - Christine Burns	7:00pm 9:00pm Planning Commission Meeting (Barber School)	10:00am 11:00am Central Park Capital 2:00pm 3:00pm Village Plan Group Meeting 7:00pm 9:00pm SLARA	7:00am 8:00am workout (Aquatic Center) - Christine Burns	8:30am 9:30am Meet w/Jim (Chris' Office) 12:00pm 1:30pm Rotary Lunch (SLCC)	
8/31 - 9/5	31	Sep 1	2	3	4	5	6

MINUTES

Monday July 21, 2014
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Present: Bennett, MacLachlan, Meyers, Miller, Nauta, Powers, Van Strate.

Absent: None

4. Approval of the Agenda

On a motion by **Bennett**, second from **Nauta**, to approve the agenda as presented.

Yes: 7 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 55451-55735) in the amount of \$602,783.13.

B. Approved the minutes for the June 9, 2014 Council meeting.

C. Approved the design and construction engineering for the River Street Lift Station in an amount not to exceed \$24,300.

D. Approved a contract with Edgewater Resources for Mill Point Park

dock redesign in an amount not to exceed \$1,500.

- E. Approved the purchase of utility vehicle from Lakeshore Electric Cars for an amount not to exceed \$11,477.00.
- F. Approved changes to the job descriptions for Ms. Lori Spelde and Ms. Maryann Fonkert.
- G. Approved a Resolution naming Ms. Lori Spelde as an alternate voting member of the West Michigan Health Insurance Pool.
- H. Approved naming the alley between Division and Park "Alloys' Alley."

On a motion by **Meyers**, second from **Bennett**, to approve the consent agenda.

Yes: 7 No: 0

6. General Business

- A. Declaration naming July 18th as Vicki Verplank day in the Village of Spring Lake.
- B. Presentation of the You Make the Difference Award to the Holiday Inn of Spring Lake.
- C. Presentation of the You Make the Difference Award to Sanctuary at the Shore.
- D. Spring Lake Yacht Club Lease

Due to the fact that the proposed changes to the lease were not annotated on the copy that was forwarded to the Village Manager and the fact that the Village Attorney did not have a chance to review the lease, it was recommended to table the request.

On a motion by **Meyers**, second from **VanStrate**, to table the Spring Lake Yacht Club Lease request.

Yes: 6

No: 1 (Bennett)

7. Department Reports

A. Village Manager

Along with the full Village Manager's report **Burns** reminded Council Members to submit their letters to the auditors, to RSVP for the Coast Guard Dinner and to be at the trolley at 11:45 for the parade on August 2, 2014. **Burns** also presented Council with a letter than would be mailed to the Spring Lake Area Recreation Commission regarding the Village's participation in the joint board. The letter must reach the board no later than 08/01/14 declaring the Village's intent to withdraw from the Commission.

B. Clerk/Treasurer

C. DPW

D. OCSO/911

Sgt. Jason Kik gave an overview of his first month on the job. The deputies have transitioned well and things are going extremely well.

E. Building

F. Sewer

G. Minutes from Various Board & Committees

1. Parks & Recreation

2. Planning Commission

3. CBDDA

8. Old Business and Reports by the Village Council

9. New Business and Reports by Village Council

MacLachlan reminded everyone to support the bike path millage as 75% of the revenues collected stay within the Village for things such as path maintenance & improvements & sidewalk snow removal. The other 25% will be used towards path projects in the township (which Village residents use.)

10. Status Report: Village Attorney

None.

11. Statement of Citizens

Mr. Bob Lubbers, Chairperson of the Lloyd's Bayou Lake Board, will be stepping down this fall. He had hoped to have a recommended replacement for Council. That hasn't worked out, but he is confident that someone will step up to fill the role. He stated that the board will be assessing \$129/year for 5 years for improvements. He handed out information on Lloyd's Bayou. Lubbers also stated that he is a Pickleball player and interested in the upcoming Central Park Capital Campaign and what that means for the courts.

12. Adjournment

On a motion by **Bennett**, support from **Powers**, the Village Council adjourned the meeting at 7:45 p.m.

Yes: 7

No: 0

James MacLachlan, Village President

Christine Burns, Village Manager