

Village of Spring Lake

Council Work Session

September 14, 2015

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)

Spring Lake, MI 49456

www.springlakevillage.org

1 7:00 p.m. – Sewer Cleaning/ Root-Cutting (Roger Belknap)

This is an annual preventive/responsive maintenance program for the Village's Sanitary Sewer System. The concept is to complete the entire collection system every five years. This year, DPW staff has outlined just under 9,500 ft. of priority sewer segments to root-cut/clean. Staff also outlined 2,220 ft. of sanitary sewers for televising/inspection. Staff obtained pricing that follows:

	\$ per foot/8"	
	<u>Root-Cut</u>	<u>TV Inspection</u>
Northern A-1 Environmental Services	\$1.80	\$1.10
Clean Earth Environmental Contracting	\$1.42	\$1.20
Young's Environmental Cleanup, Inc.	a kind letter of too busy to bid	
Plummers Environmental Services, Inc.	\$.98	\$.95

Based upon the priority segments and pipe diameter, staff estimates the cost of this year's program to be \$13,273.30, if we accept the price structure provided by Plummers Environmental Services, Inc. A list of proposed segments is included. Work will be completed this fall if approved; staff will coordinate with Michigan Gas Utilities all segments for the program.

2 7:10 p.m. – Hydrant Replacement (Roger Belknap)

The Village DPW has been replacing the oldest/poorest performing fire hydrants on a two-per year basis; the current Water Dept. budget includes \$13k for Capital Outlay. We order our hydrants directly from the manufacturer (East Jordan), and our spec model is approximately \$1,500 for each hydrant, plus nominal costs for piping/valve components, etc. Staff obtained 3 quotes for the installation of two hydrants and are as follows:

	206 N. Cutler	419 S. Lake	Total
Northern Pipeline	\$1,900	\$1,900	\$3,800
Beechum Plumbing	\$1,850	\$1,850	\$3,700
Tiles Excavating	\$1,350	\$1,250	\$2,600

Staff recommends moving forward with the quote from Tiles Excavating;

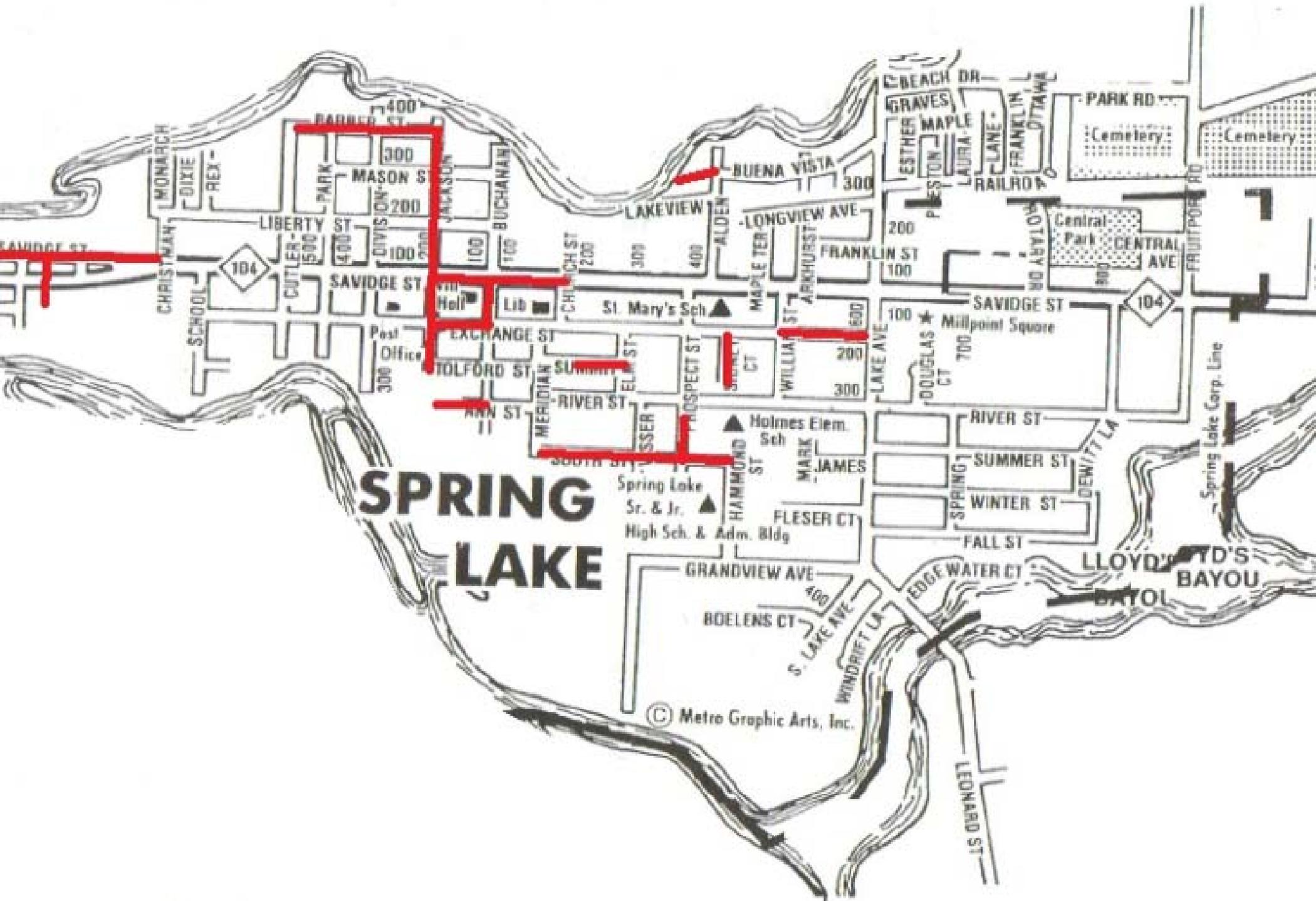
	work will be completed before Winter Season.																				
3	<p>7:20 p.m. – Asphalt Bids (Roger Belknap)</p> <p>The FY15-16 Local Streets budget includes \$42,000 for paving projects. Staff has identified priority segments for this work to include Visser Street and Summit Street. Staff obtained three estimates and are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Visser & Summit</u></th> <th style="text-align: center;"><u>Summit Parklane</u></th> <th style="text-align: center;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>Lakeshore PLM Inc.</td> <td style="text-align: right;">\$62,520</td> <td style="text-align: right;">\$20,450</td> <td style="text-align: right;">\$82,970</td> </tr> <tr> <td>Michigan Paving & Materials</td> <td style="text-align: right;">\$55,757</td> <td style="text-align: center;">n/a</td> <td style="text-align: right;">\$55,757</td> </tr> <tr> <td>Asphalt Paving, Inc.</td> <td style="text-align: right;">\$44,800 – 18' width</td> <td style="text-align: center;">n/a</td> <td style="text-align: right;">\$44,800</td> </tr> <tr> <td>Asphalt Paving, Inc.</td> <td style="text-align: right;">\$54,200 – 24' width</td> <td style="text-align: right;">\$15,616</td> <td style="text-align: right;">\$69,816</td> </tr> </tbody> </table> <p>Staff recommends accepting the proposal from Asphalt Paving, Inc. to pave 24' width, not including the Summit Street Parking Lane at a cost of \$44,800. Staff believes the increased width will last longer and perform better. Paving work would be completed prior to asphalt plants closing this fall.</p>		<u>Visser & Summit</u>	<u>Summit Parklane</u>	<u>Total</u>	Lakeshore PLM Inc.	\$62,520	\$20,450	\$82,970	Michigan Paving & Materials	\$55,757	n/a	\$55,757	Asphalt Paving, Inc.	\$44,800 – 18' width	n/a	\$44,800	Asphalt Paving, Inc.	\$54,200 – 24' width	\$15,616	\$69,816
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4	<p>7:30 p.m. – Mill Point Park Sink Hole Repairs (Roger Belknap)</p> <p>Based upon direction from Village Council, the Village's Consulting Engineer put together a spec and bid package for repairs to the Bike Trail at Mill Point Park. With assistance from Ryan Arends, bid packages were sent to 4 regional construction firms; on September 9, staff opened a single bid from Riverworks Construction, Inc. at a cost of \$48,773.75. The project would be completed by October 30, 2015. A letter of recommendation from Ryan Arends to move forward with Riverworks Construction is attached.</p>																				
5	<p>7:40 p.m. – TIP (Roger Belknap)</p> <p>Discussion Item: The West Michigan Shoreline Regional Development Commission's WestPlan Transportation Improvement Program Committee will begin development of the 2017-2020 TIP in the near future. This is the opportunity for agencies within the WMSRDC Region to seek Federal transportation improvement grants. Staff will update Council on eligible street projects and discuss priorities for improvement during the 2017-2020 program.</p>																				
6	<p>7:45 p.m. – Closed Session (Attorney Client Privilege)</p> <p>Motion to enter into a Closed Session to discuss Privileged Attorney/Client Correspondence.</p>																				

	<p>The Village Council can meet in executive session for reasons permitted by the Michigan Open Meetings Act, MCL 15.268 (h); as requested by the Village Manager, to confer with legal counsel on material exempt from discussion or disclosure by state or federal statute.</p> <p>Motion to enter back into Open Session.</p>
7	<p>8:30 p.m. – Alley Agreement with Greg Oleszczuk</p> <p>On August 25, 2015 the Planning Commission approved a Special Land Use for 612 W. Savidge in order for developer Greg Oleszczuk to modify his building to accommodate Biggby Coffee. A License Agreement (<i>see attached</i>) was approved on June 25, 2010 for use of property contiguous to 612 W. Savidge. That agreement expired on September 30, 2013 and Mr. Oleszczuk would like to renew it. Bob Sullivan has drafted an extension to the original agreement, which will be provided to you at the work session. It was not yet available at press time.</p>
8	<p>8:45 p.m. – Village Manager Performance Appraisal</p> <p>The Finance Committee met on August 31, 2015 to review the Village Manager’s performance appraisals and formulate a recommendation for a salary adjustment. The Finance Committee recommends that the entire Council review the materials and make a recommendation for the Village Manager’s salary increase based on input from all 7 members.</p>
9	<p>9:00 p.m. – Village Planner</p> <p>Village Planner Jennifer Howland will be on maternity leave for 12 weeks commencing November 6, 2015. When she does return to work in 2016 it will likely be on a part-time basis for a least a few additional weeks. During her absence, it will be necessary to make other arrangements for planning services. When we experienced a similar situation in 2013, the Village contracted with Carmine Avantini for planning services. Staff is seeking direction from Council regarding planning services during Jennifer’s absence.</p>
10	<p>9:15 p.m. - Purchase Agreement for SLT Hall</p> <p>The final details for the purchase agreement (<i>attached</i>) have been drafted by attorneys at Scholten Fant. SLT approved a tentative agreement at their August meeting.</p>

11	<p>9:30 p.m. – Audit</p> <p>Auditor Doug Vredevelde performed field work August 19th thru 21st. The audit went extremely well. Doug anticipates wrapping up the remainder of his work and presenting his findings on September 21, 2015.</p>
12	<p>9:35 p.m. – Communications</p> <ul style="list-style-type: none"> • Code Enforcement Action • Formal Hearing Notice – Gysen (Failure to Register a Home Occupation) • LCC License – Village Baker • OCIPCG Minutes • Open House Invite – 09/14/15 • Resignation (Chip Bohnhoff – Beautification) • Resignation (Adam Winters - Beautification) • Resignation (Darcy Dye – recording secretary –Beautification) • Resignation (Renee McCulloch – DACC) • Resignation (Carol Michaels – Friends of Barber School) • Spring Lake District Library – September Calendar
13	<p>9:45 p.m. - Minutes</p> <p>Minutes of August 17, 2015 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to September 17, 2015.</p>

2015 Village of Spring Lake - Sanitary Sewer Clean/Root-cut Program

<u>Street</u>	<u>Limits</u>	<u>Diameter</u>	<u>Length in feet</u>	<u>Camera</u>
Barber Street	Cutler to Jackson	8	1011	
Jackson Street	Barber to Liberty	8	685	
Ann Street	Buchanan to West end	8	446	
Summit Street	Elm St to 396' West	8	396	Yes
Savidge Street	Jackson to Buchanan	8	396	
South Street	Hammond to Prospect	8	420	
Sidney Court	Exchange to South end	8	365	Yes
Prospect Street	South St to 335' North	8	335	
Off Lakeview Court	Cote' La Mer	8	300	
Exchange Street	William to 30' W of Lake	8	560	Yes
M104 Crossing	W. Savidge to South side of M104	8	175	
W. Savidge Street	Christman to West end	8	646	
		<hr/>		
		5735		
Jackson Street	Liberty to Exchange	10	826	
Savidge Street	Buchanan to Church	10	563	
		<hr/>		
		1389		
Exchange Street	Jackson to Buchanan	12	455	Yes
Buchanan Street	Savidge to Exchange	12	444	Yes
		<hr/>		
		899		
Jackson Street	Exchange to Tolford	15	313	
South Street	Prospect to Visser	18	346	
South Street	Visser to Meridian	21	815	
		<hr/>		
		1474		
Total Footage		9497	Total Camera	2220



SPRING LAKE

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MONARCH
DIXIE
REX
CHRISTIAN
SCHOOL

PARK
MASON ST
DIVISION
LIBERTY ST
SAVIDGE ST
CUTLER
1500
400
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200

JACKSON
BUCHANAN
100
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LAKEVIEW
ALDEN
LONGVIEW AVE
CHURCH ST
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400

BUENA VISTA
300
ESTHER
GRAVES
MAPLE
LAURA
LANE
FRANKLIN
OTTAWA
RAILROAD

PARK RD
Cemetery
Central Park
CENTRAL AVE
900
104

EXCHANGE ST
TOLFORD ST
RIVER ST
MAY ST
MERIDIAN
SOUTH ST

St. Mary's Sch
MAPLE TER
ARKHURST
WILLIAM ST
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PROSPECT ST
ELM ST
ESSER

LAKE AVE
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MILLPOINT SQUARE
DOUGLAS CT

SAVIDGE ST
RIVER ST
SUMMER ST
WINTER ST
FALL ST

Holmes Elem. Sch
HAMMOND ST
MARK
JAMES
Spring Lake Sr. & Jr. High Sch. & Adm. Bldg

FLESER CT
GRANDVIEW AVE
BOELEN CT
S. LAKE AVE
400

EDGE WATER CT
WINDRIFT LA
LEONARD ST

LLOYD'S BAYOU
BAYOU
Spring Lake Corp. Line

MOORE & BRUGGINK, INC.

Consulting Engineers

2020 Monroe Avenue, N.W.

Grand Rapids, Michigan 49505-6298

September 9, 2015

Re: Mill Point Park Trail Repair
Project No. 150112.1

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

Dear Mr. Belknap:

One bid was received at 9:00 a.m., on Wednesday, September, 2015, for *the Mill Point Park Trail Repair* project. All bids were reviewed and checked for accuracy. Enclosed is a copy of the tabulation of bids.

Riverworks Construction, Inc. submitted the low bid for the project in the amount of \$48,773.75. The engineer's estimate was \$45,723.00.

The low bidder has a satisfactory performance record on previous projects, and we recommend that a contract be awarded to Riverworks Construction, Inc. in the amount of \$48,773.75.

Sincerely,



Ryan Arends, P.E.

RA/ml

Enclosures

cc: Grant Plockmeyer, Riverworks Constructions, Inc.

MOORE & BRUGGINK, INC.
TABULATION OF BIDS

PROJECT: Mill Point Park Trail Repair Project No. 150112.1

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

BIDS RECEIVED: 9:00 a.m., Wednesday September 9, 2015

ITEM			ESTIMATED	ENGINEER'S ESTIMATE		RIVERWORKS CONSTRUCTION, INC.	
NO.	PROPOSAL ITEM	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT
1	Mobilization, Max. 10%	LS	1	\$3,798.00	\$3,798.00	\$ 2,200.00	\$ 2,200.00
2	HMA Surface, Rem	Syd	115	\$15.00	\$1,725.00	\$ 16.00	\$ 1,840.00
3	Earth Excavation	Cyd	75	\$35.00	\$2,625.00	\$ 7.25	\$ 543.75
4	Subbase, CL II, CIP	Cyd	45	\$45.00	\$2,025.00	\$ 5.50	\$ 247.50
5	Aggregate Base, 6 inch, 21 AA Modified	Syd	65	\$45.00	\$2,925.00	\$ 15.50	\$ 1,007.50
6	Steel Sheet Piling, Permanent (14' Long Sheets)	Sft	1,260	\$20.00	\$25,200.00	\$ 27.00	\$ 34,020.00
7	HMA, LVSP - 1.5 inches	Ton	15	\$200.00	\$3,000.00	\$ 280.50	\$ 4,207.50
8	HMA, 3C - 1.5 inches	Ton	15	\$195.00	\$2,925.00	\$ 280.50	\$ 4,207.50
9	Turf Establishment	LS	1	\$1,500.00	\$1,500.00	\$ 500.00	\$ 500.00
				Total	\$45,723.00	\$	\$ 48,773.75

15.268 Closed sessions; permissible purposes.

Sec. 8. A public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted by the department of commerce under section 16231 of the public health code, Act No. 368 of the Public Acts of 1978, being section 333.16231 of the Michigan Compiled Laws, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number shall not constitute a quorum of the governing board. However, the search committee shall not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

History: 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996.

15.269 Minutes.

Sec. 9. (1) Each public body shall keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting. The public body shall make any corrections in the minutes at the next meeting after the meeting to which the minutes refer. The public body shall make corrected minutes available at or before the next subsequent meeting after correction. The corrected minutes shall show both the original entry and the correction.

(2) Minutes are public records open to public inspection, and a public body shall make the minutes available at the address designated on posted public notices pursuant to section 4. The public body shall make copies of the minutes available to the public at the reasonable estimated cost for printing and copying.

(3) A public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The public body shall make approved minutes available for public

JOHN P. VAN EENENAAM*
THOMAS R. REINSMA
JOHN S. LEPARD
THOMAS M. BOVEN
RANDALL ALLEN WHITE
THOMAS W. SOBEL
RONALD A. BULTJE
MARY M. MIMS
JAMES O. BROWN
RODNEY L. SCHERMER**
MARK A. KLEIST
ROBERT E. SULLIVAN
BRUCE P. RISSI
LINDA S. HOWELL***
TODD M. ANTHES
DANIEL R. MARTIN
JOHN A. RUITER
DOUGLAS J. ROOKS
BRADLEY J. FISHER
ROSS B REUTERDAHL

LAW OFFICES OF
SCHOLTEN AND FANT
A PROFESSIONAL CORPORATION
233 WASHINGTON, SUITE 202
P.O. BOX 454
GRAND HAVEN, MICHIGAN 49417-0454

(616) 842-3030
FAX (616) 846-6621

HARVEY L. SCHOLTEN
(1912-2002)

HOWARD W. FANT
(1911-1993)

R. NEAL STANTON
(1936-1996)

*OF COUNSEL
**ALSO ADMITTED NEW YORK
***ALSO ADMITTED OHIO

246 SOUTH RIVER, SUITE 100
RIVER PROFESSIONAL BUILDING
P.O. BOX 9008
HOLLAND, MICHIGAN 49422-9008
(616) 396-1265
FAX (616) 393-0052

July 14, 2004

Mr. Ryan Cotton, Village Manager
Village of Spring Lake Hall
102 W. Savidge Street
Spring Lake, Michigan 49456

**Re: License Agreement
Five Ten Properties**

Dear Mr. Cotton:

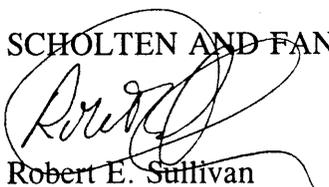
Pursuant to your request, we have reviewed invoices submitted to the Village of Spring Lake which included time spent preparing the License Agreement between Five Ten Properties and the Village of Spring Lake. Please note that this time includes not only the preparation of the License Agreement itself, but subsequent negotiations which took place with Mr. Oleszczuk's attorney, Mr. Zitta. For the period of January of 2003 through approximately July of 2003 we have found specific entries indicating that 4.25 hours were spent on the Five Ten Properties matter. At an hourly rate of \$115, the Village expended the sum of \$488.75.

If this information is insufficient and you would request the specific dates of the entries, please advise and we would be happy to forward that information.

Your anticipated attention to the foregoing is appreciated.

Very truly yours,

SCHOLTEN AND FANT


Robert E. Sullivan

RES/ckb
Enclosure
H:\sl\7804 ltr.wpd

Copy

John
= Maribeth

JOHN P. VAN EENENAAM*
 THOMAS R. REINSMAN
 JOHN S. LEPARD
 THOMAS M. BOVEN
 RANDALL ALLEN WHITE
 THOMAS W. SOBEL
 RONALD A. BULTJE
 MARY M. MIMS
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 P.O. BOX 454
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 RIVER PROFESSIONAL BUILDING
 P.O. BOX 9008
 HOLLAND, MICHIGAN 49422-9008
 (616) 396-1265
 FAX (616) 393-0052

July 2, 2003

Mr. Robert J. Zitta
 Scheuerle & Zitta
 300 Washington Street
 P.O. Box 212
 Grand Haven, Michigan 49417

**Re: Five Ten Properties, LLC
 License Agreement**

Dear Mr. Zitta:

Enclosed you will find two (2) copies of the License Agreement which have been executed between Five Ten Properties, LLC and the Village of Spring Lake. In your earlier correspondence you indicated that the document was not in recordable form, which we acknowledged. We do not believe that there is a need to record the License Agreement as it is an enforceable contract. If Mr. Oleszczuk would like to prepare a document to be placed in recordable form, the Village would certainly cooperate in that regard. As you are aware, we could do this either by preparing an additional cover page to meet the recording requirements and also include notary acknowledgments, or we could prepare a Memorandum of License Agreement. Again, if you would like to prepare such a document for consideration by the Village, we would be more than happy to cooperate.

Your anticipated attention to the foregoing is appreciated.

Very truly yours,

SCHOLTEN AND FANT



Robert E. Sullivan

RES/ksf
 Enclosures
 cc: Village of Spring Lake
 H:\sl\Westwind\83.wpd

LICENSE AGREEMENT

THIS LICENSE AGREEMENT between the VILLAGE OF SPRING LAKE, a Michigan municipal corporation, of 102 West Savidge Street, Spring Lake, Michigan 49456 (hereinafter sometimes referred to as the "Village"), and FIVE TEN PROPERTIES, LLC, a Michigan Limited Liability Company, 403 Oak Street, Ferrysburg, Michigan 49456 (hereinafter sometimes referred to as the "Owner");

RECITALS

- A. Owner owns property situated in the Village and legally described as follows:

Part of Blocks 9 and 10 of Barber's Addition to the Village of Millpoint, now Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 1 of Plats on page 22, described as beginning at the Southwest corner of Lot 8 of Block 9 of Barber's Addition: thence North 00 degrees 01 minutes 48 seconds East 319.28 feet to the South line of Savidge Street; thence North 90 degrees 00 minutes East 146.52 feet; thence South 00 degrees 00 minutes 34 seconds East 140.00 feet; thence North 90 degrees 00 minutes East 164.00 feet; thence South 00 degrees 00 minutes 34 seconds East 179.42 feet to the North line of Exchange Street; thence North 89 degrees 58 minutes 30 seconds West 310.74 feet to the point of beginning containing 1.75 acres (76,240 square feet) (hereinafter referred to as the "Subject Property").

- B. Owner wishes to use the Village's right-of-way immediately to the west of the Subject Property for purposes of ingress and egress as indicated on the site plan attached hereto as Exhibit A.

TERMS AND CONDITIONS

In exchange for and in consideration of the fees and covenants herein contained, the parties agree as follows:

1. **Grant of License.** The Village grants Owner a non-exclusive license and Owner accepts a non-exclusive license to use the land and premises situated in the Village of Spring Lake and described on Exhibit A, herein sometimes referred to as the "Licensed premises."

2. **Term/Renewal.** The term of this License shall commence on the ____ day of May, 2003 and terminate at midnight on the 30th day of September, 2013 unless the roadway, which is constructed in the Village right-of-way as described on Exhibit A, is demolished or removed for whatever reason including fire damage or any other natural catastrophe. If the roadway is not rebuilt within sixty (60) days of the loss following its demolition or removal, this License shall terminate. This License may be renewed on September 30, 2013 for an additional ten(10)-year term, and for subsequent ten(10)-year terms, upon the request of the Owner and approval of the Village, which approval shall not be unreasonably withheld. The fee to be charged during any renewal period will be determined by agreement of the parties as a condition for grant of the renewal.

3. **Use.** The Licensed Premises shall be used by the Owner for the sole purpose of constructing a roadway to accommodate ingress and egress for the structure or structures to be constructed on the Subject Property as described on Exhibit "A" attached hereto. The Owner will utilize the Licensed Premises in a clean, wholesome and lawful manner and in compliance with all governmental laws, ordinances, rules, regulations and orders.

4. **Fee.** The Owner agrees to pay Village, its successors and assigns, an annual License Fee of ten (10) cents per square foot of the licensed premises, which fee shall be paid upon execution of this Agreement and thereafter by April 1 of each year, plus the costs and expenses of the Village in preparing this License Agreement, such costs not to exceed the sum of Three Hundred and no/100 (\$300.00) Dollars. In the second and subsequent years of this Agreement, the annual License Fee shall increase by the percentage increase, if any, in the Consumer Price Index. For this purpose, the percentage increase in the Consumer Price Index shall be calculated as follows:

$$\frac{\text{Current CPI} - \text{Previous CPI}}{\text{Previous CPI}} \times 100$$

CPI means the Bureau of Labor Statistics, Consumer Price Index for the United States, All Urban Consumers, U.S. City Average, All Items, 1982 through 1984 = 100 (not seasonally adjusted). Current CPI means CPI as of the month in which the License fee shall be paid; and Previous CPI means CPI for the month in which the date of this License Agreement falls.

If the CPI, as defined above, ceases to be published, the Purchase Price Adjustment shall be based on such other published Price Index which Seller, in its sole discretion, deems to be a reasonable substitute.

If at any time during the term of this License the Subject Property contains residential units, the annual License Fee shall decrease to a total of one (\$1.00) dollar annually.

5. **Quiet Enjoyment.** If the Owner shall pay the aforesaid fee and perform and comply with all the covenants and agreements on its part to be performed hereunder, the Village covenants and agrees that the Owner shall have peaceful and quiet enjoyment of the Licensed Premises. The Licensed Premises shall at all times be open for public use, and nothing in this Agreement shall authorize the Owner to limit the use of the Licensed Premises by members of the general public.

6. **Assignment and Sub-Licensing.** This License shall not be assigned or subleased by the Owner to any person or business entity without the prior written consent of the Village, which consent shall not be unreasonably withheld. Any permitted assignment shall not relieve the Owner from its covenants and agreements contained herein, including the agreement to pay the License Fee, unless the Village shall, specifically in writing, release the Owner therefrom.

7. **Acceptance of Premises.** Except as otherwise agreed in writing, at the time the Owner takes possession of the Licensed Premises, the act of the Owner in taking possession of the premises shall constitute acceptance of the same by the Owner on an "as is" basis and acknowledgment by the Owner that such premises were in satisfactory and acceptable condition on the possession date.

8. **Compliance With Law.** The Owner shall comply with and observe all laws, ordinances, rules, regulations and orders of all public authorities in connection with any improvement, construction or landscaping that it undertakes on the Licensed Premises.

9. **Repairs and Maintenance.** Owner shall, during the term of this License, and at its sole expense, do and perform all construction, repairs, and maintenance necessary to keep the Licensed Premises in a good and safe condition.

10. **Improvements, Restoration, Construction Liens.** The Owner agrees to continue to occupy the Licensed Premises with the roadway proposed on Exhibit A situated thereon, and that such roadway shall be maintained in a safe condition at all times. No improvements shall be made to the Licensed Premises unless the Village shall have approved such improvements prior to the performance of work by the Owner or by a contractor approved in writing by the Village, which approval shall not be unreasonably withheld.

The Owner shall not permit any construction lien to be filed against the fee of the licensed property or against the Owner's interest in the Licensed Premises by reason of work, labor, services or materials supplied, or claimed to have been supplied, whether prior or subsequent to the commencement of the term hereof, to the Owner. The Owner shall indemnify the Village against such liens or other liens arising out of the making of any alteration, repair or additional improvement by the Owner. This Paragraph is not construed as an admission by the Village that a construction lien can properly be filed against such premises. It is intended solely as additional protection to that afforded by law that no such lien will be enforced against the licensed Premises. The Village will have the right to post the premises with a notice or notices of non-responsibility necessary to protect the Village and the premises from any such liens.

11. **Public Liability and Indemnity.** The Owner shall carry casualty insurance with an extended coverage endorsement on any improvements placed on or constructed by it on the Licensed Premises equal in amount to the full insurable value of the improvements required to be insured hereunder. The Owner shall indemnify and save harmless the Village and its elected and appointed officials, employees and agents from any liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use, occupancy or negligence by or of the Owner and any of its agents, servants, visitors, licensees or employees, occurring during the license term or any extended term; and in case any action or proceeding is brought against the Village or any of its elected or appointed officials, employees or agents by reason of any such claim, the Owner, on timely notice from the Village shall resist or defend such action or proceeding by counsel employed by the Owner which shall include the taking of all permissible appeals, unless full release of the Village and its elected or appointed officials, employees or agents as aforesaid is obtained by way of settlement or compromise at the expense of the Owner or his insurance carrier.

The Owner shall furnish to the Village a Certificate or other evidence indicating that the Owner has had issued to it a policy or policies of insurance against damage to property in the minimum amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars, and bodily injury, (including death), in the minimum amount of Five Hundred Thousand (\$500,000.00) Dollars for injury to one (1) person, and One Million (\$1,000,000.00) Dollars for injury to more than one person, in one (1) accident or occurrence, naming the Village as an additional insured. The Owner shall pay all premiums thereon and furnish evidence of payment to the Village upon request.

12. **Holdover Term.** In the event that the Owner holds over after the end of the term of the License, the Owner shall be deemed to be a non-exclusive Licensee which License can be terminated at any time by the Village upon thirty (30) days' notice. This Paragraph shall not be construed as constituting any agreement or consent by the Village to the Owner remaining in possession beyond midnight of the last day of the term.

13. **Default.** The Owner shall be in default of this License upon the occurrence of the following events: If at any time any fee, insurance premium or other charge or payment, or any of them payable by the Owner pursuant to the terms of this License shall become in arrears and unpaid for a period of thirty (30) days after notice of default in performance; or if default in Owner's obligations and duties hereunder is not cured within thirty (30) days from written notice of such default, then at the option of the Village it may forthwith terminate this License Agreement and all rights of the Owner as to the Licensed Premises shall terminate. The Village shall also have such other lawful remedies as is required to enforce the terms thereof.

14. **Casualty.** In the event of damage to or destruction of the Licensed Premises by fire, storm or any other casualty or accident, this License shall only terminate if the Owner gives written notice to the Village of termination, unless the premises are so destroyed that it will require material reconstruction. The Owner has the right to repair any such damage to a condition prior to the damage; however, such repair must be completed within sixty (60) days of the loss. If the reconstruction is not completed within sixty (60) days of the loss, then this License shall terminate forthwith.

In no event shall the Village be responsible for loss or damage to improvements or personal property owned by the Owner or placed on the Licensed Premises by the Owner, which are caused by fire, theft, loss, vandalism or other casualty.

15. **Notices.** Any notices, reports or statements required to be served hereunder shall be sufficiently given if mailed by first United States mail, addressed to the Village and the Owner at their respective addresses stated above.

16. **No Waiver.** The failure of either party to enforce any covenant or condition of this License shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this License shall be deemed to have been waived unless such waiver shall be in writing.

17. **Payment.** In the event that Owner shall default in its obligations hereunder or become delinquent in the payment of any taxes, insurance or other charges to be paid by Owner hereunder, then Village shall have the right, at its option, to perform such obligation or pay any such item. Upon such payment or performance by the Village, said item shall be deemed an additional License Fee due hereunder and shall be immediately due and payable to the Village.

18. **Captions.** The captions of this License Agreement are for convenience only and shall not be considered as part of this License or in any way limiting or amplifying its terms and provisions.

19. **Copies.** The License may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, representatives, successors and assigns, as the case may be; provided, however, that Owner may not assign this License, except as provided above.

21. **Termination.** Anything to the contrary herein contained notwithstanding, this License may be terminated at any time by Owner, by it giving notice of termination to the Village at least ninety (90) days prior to such termination date; provided, however, such termination by Owner shall not be effective if it is in default hereunder.

22. **Title.** Owner acknowledges that the Village is the owner of the Licensed Premises and that the Owner has a License to use such premises according to the terms of this Agreement and no other rights therein.

23. **Laws.** This License shall be interpreted and enforced by the Laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this 25th day of June, 2003.

Signed in the Presence of:

Chris Masterson

Kristie Mills

VILLAGE OF SPRING LAKE
a Michigan Municipal Corporation

By: [Signature]
Daniel Keller

Its: President
By: [Signature]
Maribeth Lawrence

Its: Clerk/Treasurer

FIVE TEN PROPERTIES, LLC
A Michigan Limited Liability Company

[Signature]

By: [Signature]
Greg Oleszczuk

Its: President

CLOSING AGENDA

Grantors: Township of Spring Lake

Grantee: Village of Spring Lake

Property: 106 S. Buchanan, Spring Lake, Michigan

1. Purchase Agreement
2. Installment Purchase Contract
3. Memorandum of Installment Purchase Contract
4. Deed
5. Settlement Statement
6. Property Transfer Affidavit
7. IRS Form 6045
8. Fire Department Lease

PURCHASE AGREEMENT

THIS AGREEMENT, dated for references purposes September 1, 2015, is entered into between **SPRING LAKE TOWNSHIP, a Michigan governmental township**, of 102 West Savidge Street, Spring Lake, Michigan, 49456 (the “**Seller**”), and the **VILLAGE OF SPRING LAKE, a Michigan municipal corporation**, of 102 West Savidge Street, Spring Lake, Michigan, 49456 (the “**Purchaser**”); and is based upon the following facts and circumstances:

BACKGROUND FACTS:

Seller is the owner of a certain parcel of real property and improvements located in the **Village of Spring Lake, Ottawa County, Michigan**, and is described specifically as follows:

Lots 3, 4, 5 and 8, Block 12, Bryant’s Addition to the Village of Spring Lake

Tax Parcel 70-03-15-383-020, commonly known as 106 S. Buchanan Street, Spring Lake, Michigan,

the “**Premises**” and

Seller desires to sell the Premises to the Purchaser, and the Purchaser desires to purchase the Premises from Seller.

NOW, THEREFORE, in accordance with the terms and conditions of this Agreement, **it is agreed as follows**:

1. General Agreement. In consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy of which is acknowledged by all parties, Seller agrees to sell and Purchaser agrees to purchase the Premises and certain items of personal property as detailed in Section 2 for a total sale and purchase price of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00), (the “**Purchase Price**”). The Purchase Price shall be paid pursuant to the terms of an Installment Purchase Contract, in a form substantially similar to that attached as **Exhibit A** (the “**Installment Purchase Contract**”).

2. Personal Property. The parties agree that as part of the total purchase price Seller agrees to sell and convey to Purchaser at closing unencumbered title to all improvements, fixtures and appurtenances located on the Premises including, without limitation, all lighting fixtures, shades, windows, screens, water heater and HVAC equipment.

3. Conveyance, Payment, and Financing. Seller shall convey title to the Premises to Purchaser upon satisfaction of the terms of the Installment Purchase Contract. The parties shall conduct a closing after all contingencies in this Agreement are either satisfied or waived, but in no case later than September 30, 2015.

4. Evidence of Title. Purchaser may, in its sole discretion, obtain a policy of title insurance for the Premises.

5. Real Estate Taxes. The property is tax exempt and no proration of taxes will occur.

6. Closing and Possession. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties, (the “**Closing Date**”) provided, however, that closing shall occur not later than September 30, 2015.

Seller shall deliver possession of the Premises to Purchaser on or before October 1, 2015. Notwithstanding the foregoing, the parties agree that Seller shall retain possession of a portion of the Premises for its fire department, and lease the same from Purchaser post-closing, as will be memorialized in a separate lease.

7. Closing Costs and Fees. Purchaser is responsible for recording and courier fees associated with recording of a memorandum of Installment Purchase Contract and the subject deed to the Premises. Each party is responsible for their own attorney fees, if any. At closing, the parties shall execute closing statements and all income or other tax reporting documents as reasonably and necessarily required by Michigan law.

8. Inspections. The parties agree that all inspections of the Premises have occurred and the Premises is being sold “as-is” “where-is” and otherwise without any warranties other than warranties of title.

9. Condition of Premises. Seller agrees to maintain the Premises in substantially the same condition in which it existed as of the date of this Agreement for the period through the last date of Seller’s occupancy and possession of the Premises. Seller agrees to leave the premises broom-clean and free of debris. Seller and Purchaser agree that Purchaser shall be permitted to conduct a walk-through inspection of the premises within 48 hours of the date of closing.

Seller and Purchaser agree that the Michigan Uniform Vendor and Purchaser Risk Act (MCLA 565.701, et seq., MSA 26.676(1) et seq.) applies to this Agreement, except that Seller shall have the sole and uncontrolled discretion to determine and define what constitutes “material” damage or destruction.

10. Purchaser's Default. In the event of material default by Purchaser under this Agreement, Seller may pursue any and all legal and equitable remedies available, including without limitation specific enforcement of this Agreement.

11. Default. In the event of a material default by any party to this Agreement, the opposing party may pursue any and all legal and equitable remedies available, including without limitation specific enforcement of this Agreement.

12. Binding Agreement. This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

13. Time of the Essence. Time is of the essence of this Agreement, but Seller may waive this provision for the purpose of curing title defects.

14. Binding Effect and Headings. The headings of each paragraph are for convenience only and are not considered as part of this Agreement.

15. Consent and Waiver of Dual Attorney Representation. The parties acknowledge and consent that Scholten Fant is representing both parties in this transaction. Individually and together, they waive any attorney conflict that exists or may exist and together and individually they consent to the mutual representation after consultation with Scholten Fant. The parties acknowledge that they have had an opportunity to and have been advised to seek independent counsel to advise them regarding the terms of this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No amendment, alteration, or change shall be made except by written instrument signed by all of the parties.

17. Facsimiles of Signatures. The parties agree that signatures on this Agreement may be delivered by facsimile in lieu of an original signature, and the parties agree to treat such signatures as original signatures and shall be bound thereby.

18. Survey. Purchaser at its sole cost, may have a survey performed.

19. No Realtors, Brokers, or Payment of Commissions. Both parties represent and warrant that they have not utilized the services of a realtor or broker for the purchase of the Premises, and have not encumbered Seller's closing proceeds by the utilization of any such services. The parties agree to hold harmless and indemnify the other for any claim brought by any person claiming a commission for the sale of the Premises.

20. Miscellaneous. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons may in the context require.

The parties have executed this Agreement effective the day and year first above written

PURCHASER
VILLAGE OF SPRING LAKE
a Michigan municipal corporation

SELLER
SPRING LAKE TOWNSHIP
a Michigan governmental township

By: Jim MacLachlan
Its: President

By: John Nash
Its: Supervisor

By: Marv Hinga
Its: Clerk

By: H. Carolyn Boersma
Its: Clerk

INSTALLMENT PURCHASE CONTRACT

Dated effective September 1, 2015

1. **Parties.** The parties to this Installment Purchase Contract (the “**Contract**”) are the **VILLAGE OF SPRING LAKE, a Michigan municipal corporation**, of 102 West Savidge Street, Spring Lake, Michigan, 49456, (the “**Purchaser**”), and **SPRING LAKE TOWNSHIP, a Michigan governmental township**, of 102 West Savidge Street, Spring Lake, Michigan, 49456 (the “**Seller**”).

2. **Property Subject to Transfer.** The Seller agrees to sell, and the Purchaser agrees to purchase, upon the terms and conditions set forth in this Contract, the following real property and improvements located in the Village of Spring Lake, Ottawa County, Michigan:

Lots 3, 4, 5 and 8, Block 12, Bryant’s Addition to the Village of Spring Lake

Tax Parcel 70-03-15-383-020, commonly known as 106 S. Buchanan Street, Spring Lake, Michigan,

(the “**Premises**”).

3. **Purchase Price and Payments.** The Purchaser agrees to pay the Seller the total purchase price of the Premises (the “**Purchase Price**”), in the amount of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00), together with simple interest on the principal balance from the date hereof and from time to time unpaid at the rate of five percent (5.0%) per annum. Annual payments of principal and interest totaling NINETY EIGHT THOUSAND SEVEN HUNDRED FOUR AND 14/100 DOLLARS (\$98,704.14) shall be due and payable on or before July 1 of each successive year beginning on July 1, 2016, with the fourth and final payment of all then-remaining principal and interest due on July 1, 2019. For reference purposes, a payment schedule is attached as **Exhibit A**. All payments shall be payable at the address of the Seller as set forth above, or to such other place or such other person as the Seller may designate in writing.

4. **Prepayment.** The Purchaser may prepay this Contract on any date in whole or in part, with accrued interest to the date of prepayment. All prepayments shall be applied to installments of principal as directed by the Purchaser.

5. **Escrow of Deeds, Memorandum of Contract.** Upon the execution of this Contract, Seller shall execute a warranty deed for the Premises, attached as **Exhibit B**, to be held in escrow by Seller’s attorney until the final payment is made under the terms of this Contract, at which point the warranty deed shall be recorded at Purchaser’s sole cost and expense. Upon execution of this Contract, the parties shall further sign and record at Purchaser’s sole cost and expense, a Memorandum of Installment Purchase Contract, attached hereto as **Exhibit C**.

6. **Seller Warranties.** Other than legal warranties of title, the Premises is being transferred to Buyer “as-is”, “where-is” and with all faults.

7. **Post-Closing Occupancy by Seller.** The parties hereby agree that Seller may continue to occupy and use a portion of the Premises for continuing fire and public safety services, pursuant to the terms and conditions of the lease attached hereto as **Exhibit D** (the “**Fire Department Lease**”). Possession of the remainder of the Premises shall otherwise be given to Purchaser on or before October 1, 2015.

8. **Insurance.** Purchaser shall maintain liability insurance on the Premises, naming the Seller as additional insured, and keep insured the buildings now on the Premises, or which shall hereafter be placed thereon during the term of this Contract, in the name of the Seller against loss by fire and windstorm, in such company or companies and for such amount as the Seller shall approve, and forthwith deposit specimen copies of all policies of insurance with the Seller, with loss, if any, payable to the Seller, as their interests may appear under this contract. Notwithstanding the foregoing, Seller shall be responsible for maintaining liability insurance, under the same terms and conditions as Purchaser’s insurance obligations for the Premises as a whole, for that portion of the Premises leased by Seller pursuant to the terms of the Fire Department Lease.

9. **General Obligation of Purchaser.** This Installment Purchase Contract is a general obligation of the Purchaser. The Purchaser shall include in its general operating budget and pay each year until this Installment Purchase Contract is paid in full such sum or sums as may be necessary each year to make payments of principal and interest thereon when and as the same become due; provided, however, it is understood that the Purchaser is not authorized to levy taxes in excess of its legal limitations for such purposes without the approval of its electors. The obligation of the Purchaser hereunder to pay principal and interest shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment for any reason whatsoever, including, without limitation, abatements or reductions due to any present or future claims of the Purchaser against the Seller. This Installment Purchase Contract shall not terminate, nor shall the obligation of the Purchaser be affected by reason of any defect in or damage to or destruction of all or any part of the Premises from whatever cause, it being the intention of the parties hereto that the principal and interest payable hereunder shall be payable in all events.

10. **Default and Remedies.** If the Purchaser fails to make any payment when due or otherwise fails to keep and perform any of the terms and conditions set forth herein, the Seller shall have the right to declare the entire obligation secured by this Contract to be immediately due and payable, without notice, and sue for the payment thereof. In the alternative, Seller may proceed to foreclose or forfeit this Installment Purchase Contract as a land contract under Michigan law.

11. **Encumbrance of Premises, Waste, Demolition.** Neither party may pledge, encumber, sell, assign, transfer or otherwise dispose of its rights or obligations under this Contract during its term, except as may be consented to in writing by both parties. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to the Premises or the appurtenances and shall keep the Premises and all improvements in as good condition as they are now. Notwithstanding the foregoing, the parties agree that the Purchaser may, in its sole discretion, demolish the primary structure on the Premises following the termination of the Fire Department Lease.

12. **Purchaser Warranties.** The Purchaser represents and warrants that (a) it has complied with the provisions of Act 99, Public Acts of Michigan, 1933, as amended (“Act 99”), and all other applicable laws and regulations, and all acts or conditions precedent to the execution of this Contract have been accomplished; (b) this Contract does not require any approval or consent of any holders of any indebtedness or obligations of the Purchaser, and does not contravene any law, regulation or order binding on the Purchaser or contravene the provisions of, or constitute a default under, or result in the creation of any lien or encumbrance upon the Premises of the Purchaser under any indenture, mortgage, contract or other agreement to which the Purchaser is a party, or by which it may be bound or affected; (c) this Contract constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms; and (d) there are no pending or threatened actions or proceedings before any court or administrative agency which will materially adversely affect the condition or operations of the Purchaser or the ability of the Purchaser to perform its obligations under this Contract.

13. **IRS Compliance.** The Purchaser covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended, necessary to maintain the exclusion of interest on this Installment Purchase Contract from gross income for federal income tax purposes.

14. **Act 99 of 133 Compliance.** The Purchaser hereby warrants that the aggregate outstanding balance, exclusive of interest, of all purchases made by the Purchaser pursuant to Michigan Public Act 99 of 1933, including the purchase of the Premises, does not exceed 1-1/4% of the taxable value of the real and personal property within the boundaries of the Purchaser as of the date hereof.

15. **Notices.** Until endorsed on this contract to the contrary, each of the parties hereto agrees that notices required hereunder shall be sent to the addresses first given above, unless subsequently designated otherwise in writing by any party, with copies of all notices to Purchaser’s attorney at:

SCHOLTEN FANT
Bradley J. Fisher
100 N. Third Street
Grand Haven, MI 49417

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively. Notice of forfeiture of this contract shall be served as provided by law.

16. **Counterparts.** This Installment Purchase Contract may be executed in several counterparts, by both original and facsimile, each of which shall be an original and all of which shall constitute but one and the same instrument.

PURCHASER

VILLAGE OF SPRING LAKE
a Michigan municipal corporation

By: Jim MacLachlan
Its: President

By: Marv Hinga
Its: Clerk

SELLER

SPRING LAKE TOWNSHIP
a Michigan governmental township

By: John Nash
Its: Supervisor

By: H. Carolyn Boersma
Its: Clerk

MEMORANDUM OF INSTALLMENT PURCHASE CONTRACT

This Memorandum of Installment Purchase Contract is entered effective September 1, 2015, is by and between the **VILLAGE OF SPRING LAKE, a Michigan municipal corporation**, of 102 West Savidge Street, Spring Lake, Michigan, 49456, (the “**Purchaser**”), and **SPRING LAKE TOWNSHIP, a Michigan governmental township**, of 102 West Savidge Street, Spring Lake, Michigan, 49456 (the “**Seller**”).

WHEREAS, Purchaser and Seller have entered into an Installment Purchase Contract of even date herewith.

WHEREAS, the parties desire to enter into this Memorandum of Installment Purchase Contract to give record notice of existence of said contract.

THEREFORE, in consideration of the premises and for other good and valuable consideration, Seller acknowledges and agrees that it has sold to Purchaser, pursuant to the terms of an Installment Purchase Contract of even date, the following real property and improvements located in the Village of Spring Lake, Ottawa County, Michigan:

Lots 3, 4, 5 and 8, Block 12, Bryant’s Addition to the Village of Spring Lake

Tax Parcel 70-03-15-383-020, commonly known as 106 S. Buchanan Street, Spring Lake, Michigan

The purpose of this Memorandum of Installment Purchase Contract is to give record notice of the existence of the referenced contract.

IN WITNESS HEREOF, the parties hereto have executed this Memorandum of Installment Purchase Contract on the date first referenced above.

PURCHASER

SELLER

VILLAGE OF SPRING LAKE
a Michigan municipal corporation

SPRING LAKE TOWNSHIP
a Michigan governmental township

By: Jim MacLachlan
Its: President

By: John Nash
Its: Supervisor

By: Marv Hinga
Its: Clerk

By: H. Carolyn Boersma
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged in Ottawa County, Michigan, before me, a Notary Public, this ____ day of September, 2015, by Jim MacLachlan and Marv Hinga, the president and clerk, respectively, of the Village of Spring Lake, a Michigan municipal corporation, on behalf of the corporation.

 , Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My commission expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged in Ottawa County, Michigan, before me, a Notary Public, this ____ day of September, 2015, by John Nash and H. Carolyn Boersma, the supervisor and clerk, respectively, of Spring Lake Township, a Michigan governmental township, on behalf of the Township.

 , Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My commission expires:

This document is exempt from transfer tax by reason of MCL 207.526(h)(i); and MCL 207.505(h)(i).

Prepared by,
after recording return to:
Bradley J. Fisher, Esq.
PO Box 454
Grand Haven, MI 49417

Exhibit A: Installment Purchase Contract Payment Schedule

	Enter values
Loan amount	\$ 350,000.00
Annual interest rate	5.000%
Loan period in years	4
Start date of loan	9/1/2015
Optional extra payments	

Instructions
 Must be between 1 and 30 years.
 If your extra payments vary, enter them in the table below.

Total interest	\$ 44,194.28
----------------	--------------

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	9/1/2015	\$ 350,000.00	\$ 8,060.25	\$ -	\$ -	\$ (1,458.33)	\$ 1,458.33	\$ 351,458.33
2	10/1/2015	\$ 351,458.33	\$ 8,060.25	\$ -	\$ -	\$ (1,464.41)	\$ 1,464.41	\$ 352,922.74
3	11/1/2015	\$ 352,922.74	\$ 8,060.25	\$ -	\$ -	\$ (1,470.51)	\$ 1,470.51	\$ 354,393.25
4	12/1/2015	\$ 354,393.25	\$ 8,060.25	\$ -	\$ -	\$ (1,476.64)	\$ 1,476.64	\$ 355,869.89
5	1/1/2016	\$ 355,869.89	\$ 8,060.25	\$ -	\$ -	\$ (1,482.79)	\$ 1,482.79	\$ 357,352.68
6	2/1/2016	\$ 357,352.68	\$ 8,060.25	\$ -	\$ -	\$ (1,488.97)	\$ 1,488.97	\$ 358,841.65
7	3/1/2016	\$ 358,841.65	\$ 8,060.25	\$ -	\$ -	\$ (1,495.17)	\$ 1,495.17	\$ 360,336.83
8	4/1/2016	\$ 360,336.83	\$ 8,060.25	\$ -	\$ -	\$ (1,501.40)	\$ 1,501.40	\$ 361,838.23
9	5/1/2016	\$ 361,838.23	\$ 8,060.25	\$ -	\$ -	\$ (1,507.66)	\$ 1,507.66	\$ 363,345.89
10	6/1/2016	\$ 363,345.89	\$ 8,060.25	\$ -	\$ -	\$ (1,513.94)	\$ 1,513.94	\$ 364,859.83
11	7/1/2016	\$ 364,859.83	\$ 8,060.25	\$ -	\$ 98,704.14	\$ 97,183.89	\$ 1,520.25	\$ 267,675.94
12	8/1/2016	\$ 267,675.94	\$ 8,060.25	\$ -	\$ -	\$ (1,115.32)	\$ 1,115.32	\$ 268,791.26
13	9/1/2016	\$ 268,791.26	\$ 8,060.25	\$ -	\$ -	\$ (1,119.96)	\$ 1,119.96	\$ 269,911.22
14	10/1/2016	\$ 269,911.22	\$ 8,060.25	\$ -	\$ -	\$ (1,124.63)	\$ 1,124.63	\$ 271,035.85
15	11/1/2016	\$ 271,035.85	\$ 8,060.25	\$ -	\$ -	\$ (1,129.32)	\$ 1,129.32	\$ 272,165.17
16	12/1/2016	\$ 272,165.17	\$ 8,060.25	\$ -	\$ -	\$ (1,134.02)	\$ 1,134.02	\$ 273,299.19
17	1/1/2017	\$ 273,299.19	\$ 8,060.25	\$ -	\$ -	\$ (1,138.75)	\$ 1,138.75	\$ 274,437.93
18	2/1/2017	\$ 274,437.93	\$ 8,060.25	\$ -	\$ -	\$ (1,143.49)	\$ 1,143.49	\$ 275,581.43
19	3/1/2017	\$ 275,581.43	\$ 8,060.25	\$ -	\$ -	\$ (1,148.26)	\$ 1,148.26	\$ 276,729.68
20	4/1/2017	\$ 276,729.68	\$ 8,060.25	\$ -	\$ -	\$ (1,153.04)	\$ 1,153.04	\$ 277,882.72
21	5/1/2017	\$ 277,882.72	\$ 8,060.25	\$ -	\$ -	\$ (1,157.84)	\$ 1,157.84	\$ 279,040.57
22	6/1/2017	\$ 279,040.57	\$ 8,060.25	\$ -	\$ -	\$ (1,162.67)	\$ 1,162.67	\$ 280,203.24
23	7/1/2017	\$ 280,203.24	\$ 8,060.25	\$ -	\$ 98,704.14	\$ 97,536.63	\$ 1,167.51	\$ 182,666.61
24	8/1/2017	\$ 182,666.61	\$ 8,060.25	\$ -	\$ -	\$ (761.11)	\$ 761.11	\$ 183,427.72
25	9/1/2017	\$ 183,427.72	\$ 8,060.25	\$ -	\$ -	\$ (764.28)	\$ 764.28	\$ 184,192.00
26	10/1/2017	\$ 184,192.00	\$ 8,060.25	\$ -	\$ -	\$ (767.47)	\$ 767.47	\$ 184,959.47
27	11/1/2017	\$ 184,959.47	\$ 8,060.25	\$ -	\$ -	\$ (770.66)	\$ 770.66	\$ 185,730.13
28	12/1/2017	\$ 185,730.13	\$ 8,060.25	\$ -	\$ -	\$ (773.88)	\$ 773.88	\$ 186,504.01
29	1/1/2018	\$ 186,504.01	\$ 8,060.25	\$ -	\$ -	\$ (777.10)	\$ 777.10	\$ 187,281.11
30	2/1/2018	\$ 187,281.11	\$ 8,060.25	\$ -	\$ -	\$ (780.34)	\$ 780.34	\$ 188,061.45
31	3/1/2018	\$ 188,061.45	\$ 8,060.25	\$ -	\$ -	\$ (783.59)	\$ 783.59	\$ 188,845.04
32	4/1/2018	\$ 188,845.04	\$ 8,060.25	\$ -	\$ -	\$ (786.85)	\$ 786.85	\$ 189,631.89
33	5/1/2018	\$ 189,631.89	\$ 8,060.25	\$ -	\$ -	\$ (790.13)	\$ 790.13	\$ 190,422.02
34	6/1/2018	\$ 190,422.02	\$ 8,060.25	\$ -	\$ -	\$ (793.43)	\$ 793.43	\$ 191,215.45
35	7/1/2018	\$ 191,215.45	\$ 8,060.25	\$ -	\$ 98,704.14	\$ 97,907.41	\$ 796.73	\$ 93,308.04
36	8/1/2018	\$ 93,308.04	\$ 8,060.25	\$ -	\$ -	\$ (388.78)	\$ 388.78	\$ 93,696.82
37	9/1/2018	\$ 93,696.82	\$ 8,060.25	\$ -	\$ -	\$ (390.40)	\$ 390.40	\$ 94,087.23
38	10/1/2018	\$ 94,087.23	\$ 8,060.25	\$ -	\$ -	\$ (392.03)	\$ 392.03	\$ 94,479.26
39	11/1/2018	\$ 94,479.26	\$ 8,060.25	\$ -	\$ -	\$ (393.66)	\$ 393.66	\$ 94,872.92
40	12/1/2018	\$ 94,872.92	\$ 8,060.25	\$ -	\$ -	\$ (395.30)	\$ 395.30	\$ 95,268.22
41	1/1/2019	\$ 95,268.22	\$ 8,060.25	\$ -	\$ -	\$ (396.95)	\$ 396.95	\$ 95,665.18
42	2/1/2019	\$ 95,665.18	\$ 8,060.25	\$ -	\$ -	\$ (398.60)	\$ 398.60	\$ 96,063.78
43	3/1/2019	\$ 96,063.78	\$ 8,060.25	\$ -	\$ -	\$ (400.27)	\$ 400.27	\$ 96,464.05
44	4/1/2019	\$ 96,464.05	\$ 8,060.25	\$ -	\$ -	\$ (401.93)	\$ 401.93	\$ 96,865.98
45	5/1/2019	\$ 96,865.98	\$ 8,060.25	\$ -	\$ -	\$ (403.61)	\$ 403.61	\$ 97,269.59
46	6/1/2019	\$ 97,269.59	\$ 8,060.25	\$ -	\$ -	\$ (405.29)	\$ 405.29	\$ 97,674.88
47	7/1/2019	\$ 97,674.88	\$ 8,060.25	\$ -	\$ 98,081.86	\$ 97,674.88	\$ 406.98	\$ (0.00)

WARRANTY DEED

THE GRANTOR, **TOWNSHIP OF SPRING LAKE**, a Michigan general law township, of 102 West Savidge Street, Spring Lake, Michigan 49456, HEREBY CONVEYS AND WARRANTS to the GRANTEE, **VILLAGE OF SPRING LAKE, a Michigan municipal corporation**, of 102 West Savidge Street, Spring Lake, Michigan, 49456, the following described premises situated in the **Village of Spring Lake, Ottawa County, Michigan**:

Lots 3, 4, 5 and 8, Block 12, Bryant's Addition to the Village of Spring Lake

Tax Parcel 70-03-15-383-020, commonly known as 106 S. Buchanan Street, Spring Lake, Michigan, together with and subject to all easements, building and use restrictions, and rights-of-way of record.

This deed is exempt from transfer tax by reason of MCL 207.526(h)(i); and MCL 207.505(h)(i).

The Grantors grant to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation.

Dated this ____ day of September, 2015

SPRING LAKE TOWNSHIP
a Michigan governmental
township

By: John Nash
Its: Supervisor

By: H. Carolyn Boersma
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged in Ottawa County, Michigan, before me, a Notary Public, this ____ day of September, 2015, by John Nash and H. Carolyn Boersma, the supervisor and clerk, respectively, of Spring Lake Township, a Michigan governmental township, on behalf of the Township.

_____, Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My commission expires:

Prepared by and after recording return to:
Bradley J. Fisher, Esq.
SCHOLTEN FANT
P.O. Box 454
Grand Haven, MI 49417
(616) 842-3030

CLOSING STATEMENT

SALE/PURCHASE OF 106 S. Buchanan, Spring Lake, Michigan

SELLER: **SPRING LAKE TOWNSHIP, a Michigan governmental township**

PURCHASER: **VILLAGE OF SPRING LAKE, a Michigan municipal corporation**

CLOSING DATE: **September __, 2015**

SELLER'S STATEMENT:		
DESCRIPTION	CHARGES	CREDITS
Sale Price - Real Property		\$350,000.00
Installment Purchase Contract, Signed at Closing	\$350,000.00	
TOTALS:	\$350,000.00	\$350,000.00
LESS TOTAL CHARGES OF:		<u>\$350,000.00</u>
TOTAL CASH AMOUNT DUE SELLER AT CLOSING:		\$ <u> 0.00</u>

PURCHASER'S STATEMENT:		
DESCRIPTION	CHARGES	CREDITS
Purchase Price - Real Property	\$350,000.00	
Installment Purchase Contract Delivered at Closing		\$350,000.00
Recording fees, Memorandum of Contract	\$ <u> 17.00</u>	
TOTALS:	\$350,017.00	\$350,000.00
LESS TOTAL CREDITS OF:		<u>\$350,000.00</u>
TOTAL CASH AMOUNT DUE FROM PURCHASER AT CLOSING, payable to <i>Ottawa County Register of Deeds</i>:	\$ <u> 17.00</u>	

The undersigned Seller and Purchaser acknowledge receipt of a copy of the Closing Statement, agree to the correctness hereof, and authorize and ratify the disbursement of the funds stated herein. All contingencies and addendums have been met, or are hereby resolved to be removed to the satisfaction of the parties concerned.

SELLER:

SPRING LAKE TOWNSHIP
a Michigan governmental township

John Nash
Supervisor

H. Carolyn Boersma
Clerk

PURCHASER:

VILLAGE OF SPRING LAKE
a Michigan municipal corporation

Jim MacLachlan
President

Marv Hinga
Clerk

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct taxable value. **It must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** If the Property Transfer Affidavit is not timely filed, a statutory penalty applies (see page 2). The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 106 S. Buchanan		2. County Ottawa	3. Date of Transfer (or land contract was signed) September 1, 2015
4. Location of Real Estate (Check appropriate field and enter name in the space below. <input type="checkbox"/> City <input type="checkbox"/> Township <input checked="" type="checkbox"/> Village Spring Lake		5. Purchase Price of Real Estate \$350,000	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. <small>PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.</small> 70-03-15-383-020		6. Seller's (Transferor) Name Spring Lake Township	
Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.		8. Buyer's (Transferee) Name and Mailing Address Village of Spring Lake 102 W. Savidge Street Spring Lake, MI 49456	
10. Type of Transfer. Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See page 2 for list. <input checked="" type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		9. Buyer's (Transferee) Telephone Number 616 842 1393	
11. Was this property purchased from a financial institution? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13. Amount of Down Payment \$0.00	
14. If you financed the purchase, did you pay market rate of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed) \$350,000		

EXEMPTIONS

The Michigan Constitution limits how much a property's **taxable value** can increase while it is owned by the same person. Once the property is transferred, the taxable value must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price (**State Equalized Value**). Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-n). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- transfer from one spouse to the other spouse
- change in ownership solely to exclude or include a spouse
- transfer is by blood or affinity to the first degree
- transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- transfer to effect the foreclosure or forfeiture of real property
- transfer by redemption from a tax sale
- transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- transfer resulting from a court order unless the order specifies a monetary payment
- transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- transfer to establish or release a security interest (collateral)
- transfer of real estate through normal public trading of stocks
- transfer between entities under common control or among members of an affiliated group
- transfer resulting from transactions that qualify as a tax-free reorganization
- transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed
- transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed
- transfer of land with qualified conservation easement (land only - not improvements)
- other, specify: Gift, MCL 207.526(a) - consideration for the property is less than \$100.00

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Signature John Nash		Date September 1, 2015
Name and title, if signer is other than the owner	Daytime Phone Number	E-mail Address

Instructions

This form must be filed when there is a transfer of real property or one of the following types of personal property:

- Buildings on leased land.
- Leasehold improvements, as defined in MCL Section 211.8(h).
- Leasehold estates, as defined in MCL Section 211.8(i) and (j).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. It includes, but is not limited to, the following conveyances:

- Deed.
- Land contract.
- Transfer into a trust, unless the sole beneficiary is the settlor (creator of the trust), the settlor's spouse, or both.
- Transfer from a trust, unless the distributee is the sole present beneficiary, the spouse of the sole present beneficiary, or both.
- Changes in the sole present beneficiary of a trust, unless the change only adds or substitutes the spouse of the sole present beneficiary.
- Distributions by a will or intestate succession, unless to the decedent's spouse.
- Leases, if the total duration of the lease is more than 35 years, including the initial term and all options for renewal, or if the lease grants the lessee the right to purchase the property at the end of the lease for not more than 80 percent of the property's projected true cash value at the end of the lease. This only applies to the portion of the property subject to the lease described above.
- Transfers of more than a 50 percent interest in the ownership of a business, unless the ownership is gained through the normal public trading of shares of stock.
- Transfers of property held as a tenancy in common, except the portion of the property not subject to the ownership interest conveyed.
- A conveyance of an ownership interest in a cooperative housing corporation, except the portion of the property not subject to the ownership interest conveyed.

For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

Section 211.27a(10): “. . . the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description.”

Section 211.27(5): “Except as otherwise provided in subsection (6), the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction.”

Penalties:

Section 211.27b(1): “If the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property does not notify the appropriate assessing office as required by section 27a(10), the property's taxable value shall be adjusted under section 27a(3) and all of the following shall be levied:

- (a) Any additional taxes that would have been levied if the transfer of ownership had been recorded as required under this act from the date of transfer.
- (b) Interest and penalty from the date the tax would have been originally levied.
- (c) For property classified under section 34c as either industrial real property or commercial real property, a penalty in the following amount:
 - (i) Except as otherwise provided in subparagraph (ii), if the sale price of the property transferred is \$100,000,000.00 or less, \$20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$1,000.00.
 - (ii) If the sale price of the property transferred is more than \$100,000,000.00, \$20,000.00 after the 45 days have elapsed.
- (d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of \$5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$200.00.

REAL ESTATE CLOSING INFORMATION - IRC SECTION 6045

Tax Year: 2015

Attorney: Bradley J. Fisher, Esq.

Full Name(s) of Sellers and Social Security Numbers (or if business, Taxpayer ID No.):

SPRING LAKE TOWNSHIP, a Michigan governmental township

Current Address:

102 S. Buchanan, Spring Lake, Michigan

Address to which 1099(s) can be sent at the end of year:

102 S. Buchanan, Spring Lake, Michigan

Full Name(s) of Buyers:

VILLAGE OF SPRING LAKE, a Michigan municipal corporation

Date of Closing: 9/1/15

Gross Sale Price: \$350,000 (Land contract, \$0.00 down, remainder financed at 5% over four years)

Buyers' Estimated Portion of Annual Taxes: 100% (tax exempt)

If Multiple Sellers (other than husband and wife), provide allocation of gross proceeds among the Sellers:

Vacant Property ___ **1 to 4 Family** ___ **Over 4 Family** ___; **Commercial property** **X**.

Address of Property: 106 S. Buchanan, Spring Lake, Michigan

Description of Property: Lots 3, 4, 5 and 8, Block 12, Bryant's Addition to the Village of Spring Lake

Tax Parcel 70-03-15-383-020, commonly known as 106 S. Buchanan Street, Spring Lake, Michigan

Signature(s) of Seller(s):

John Nash, Supervisor, Township of Spring Lake

1099 mailed to Seller ___-___-___

FIRE DEPARTMENT LEASE

This Lease is dated effective September 1, 2015, by the **Village of Spring Lake**, of 102 W. Savidge Street, Spring Lake, Michigan 49456 (“**Landlord**”), and **Spring Lake Township**, of 102 W. Savidge Street, Spring Lake, Michigan 49456 (“**Tenant**”), upon the following terms and conditions.

1. **Description of the Premises.** Landlord leases to Tenant and Tenant hires from Landlord that area, described on **Exhibit A**, containing approximately 1,748 square feet of space to be occupied solely by Tenant (the “**Premises**”), which is located in a building on land and improvements known as the former Township Hall (the “**Former Township Hall**”), located at 106 S. Buchanan, Spring Lake, Michigan.

2. **Common Areas.** Landlord shall also make available areas and facilities of common benefit to the Tenant, including parking areas, driveways, sidewalks and ramps, service areas, doorways, entry ways, and hallways (the “**Common Areas**”). Landlord shall operate, manage, equip, light, insure, repair, and maintain the Common Areas. All Common Areas shall be under the exclusive control and management of Landlord.

3. **Term.** This Lease shall be for a month-to-month term commencing on September 1, 2015, (the “**Commencement Date**”). The Lease shall terminate upon Tenant vacating the Premises and otherwise occupying the to-be-constructed Township Fire Building, but in no case shall Tenant occupy the Premises after July 1, 2019. Tenant must provide Landlord with thirty (30) days written notice of its intent to vacate the Premises.

4. **Rental.** During the term of this Lease, on or before the first calendar day of each month, Tenant shall pay to Landlord monthly rent of \$1,059.00. This amount is based upon an annual rental amount of \$7.27 per square foot for the stated 1,748 square feet. All rent shall be paid to Landlord at the address set forth above or at any other address that Landlord designates in writing, without any prior demand by Landlord and without any deduction or offset.

If Tenant fails to pay any amount it owes to Landlord under this Lease when the amount is due, the amount shall be assessed a one-time late charge of One Hundred and no/100 (\$100.00) Dollars and shall be subject to a service charge until it is paid at the lesser of the rate of two (2%) percent per month or the highest rate permitted by law.

5. **Utilities, Maintenance and Repair.** Landlord shall be responsible for maintenance and repair of all structural elements of the Premises, including without limitation roof, HVAC and utility systems. Landlord shall further be responsible for payment of all utilities for the Premises and Common Areas. Tenant shall be responsible for the day-to-day maintenance and repair of the Premises as well as all of its equipment and personal property on the Premises. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees. Tenant shall be responsible for all repairs or replacements occasioned by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees.

6. **Improvements/Alterations.** No improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without the Landlord's prior written consent. Tenant shall not paint or decorate any part of the interior or exterior of the Premises or attach or hang any curtains, blinds, shades, screens, awnings, or other projections to the interior or exterior of any window of the Premises or on the outside wall of the Former Township Hall. Also, Tenant shall not attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of the Former Township Hall or on any window or door of the Premises without Landlord's prior written consent, which consent will not be unreasonably withheld. All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the termination of the Lease. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

7. **Use.** Tenant shall use and occupy the Premises as a Township Fire Department until such time that the new Township Fire Building is constructed and occupied by Tenant. The Tenant may use the Premises for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Tenant shall not deface or injure the Premises, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in Former Township Hall, or permit any activity in the Premises that will result in an increase of any insurance premium on the Premises or the Building.

8. **Assignment and Subletting.** Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without Landlord's prior written consent.

9. **Insurance.** Landlord will insure the Former Township Hall, including the Premises and Common Areas, against loss or damage under a policy of fire or extended coverage insurance in amounts that Landlord deems appropriate and shall name the Tenant as an additional insured.

The Landlord and the Tenant shall each keep and hold harmless the other party from any liability or claim for damages that may be asserted against the other because of any accident or casualty occurring on or about the Premises. Each party shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of not less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars for injury or death to any one person, One Million and no/100 (\$1,000,000.000) Dollars for injury or death to more than one person, and Three Hundred Thousand and no/100 (\$300,000.00) Dollars for damage to property. Each party shall furnish the other party with certificates or other evidence indicating that the insurance is in effect and providing that the other party shall be notified in writing at least thirty (30) days before cancellation of, any material change in, or renewal of the policy.

Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents or employees with respect to losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be kept there at Tenant's sole risk.

10. **Acceptance of Premises.** The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in acceptable condition.

11. **Damage or Destruction.** If, during the term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the Premises shall be repaired as quickly as possible at Landlord's expense unless this Lease is terminated as provided below. In the event of such damage or destruction, and if this Lease is not terminated, there shall be an abatement in the rent payments due under this Lease.

If, during the term of this Lease, the Premises or the Former Township Hall is partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises or the Former Township Hall to its prior condition equals or exceeds fifty (50%) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within thirty (30) days after the date on which the damage occurs. Upon the giving of the notice, this Lease shall terminate as of the date on which the damage occurred, and the rent shall be terminated to that date. If the notice by Landlord is not given, this Lease shall continue and Landlord shall cause the Premises or the Building to be repaired or restored with due diligence.

12. **Condemnation.** If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of, such a taking, then the term of this Lease shall cease on that part of the Premises to be taken from the day the possession of that part shall be acquired by public authority, and the rent shall be paid up to that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease, except that the rent shall be reduced in proportion to the amount of the Premises taken and, in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of the Landlord, whether the damages are awarded as compensation for diminution of value of the leasehold or to the fee of the Premises. However, Landlord shall not be entitled to any award made to Tenant for the costs of removing fixtures or for business interruption.

13. **Signs.** Tenant may install and/or maintain appropriate signs on the exterior of the Former Township Hall and in the Common Areas. Tenant shall, at its own expense, be responsible for any of its signs on the exterior of the Premises specific to the Tenant. Landlord reserves the right to require uniform signs for the Tenant, and no sign or other advertising or lettering shall be placed on the exterior walls or corridors of the Former Township Hall or on any window or doors of the Premises without Landlord's prior consent, which consent will not be unreasonably withheld.

14. **Remedies and Default.** If Tenant does any of the following:

- (a) defaults in paying any sums to Landlord when due, including rent and additional rent, and does not cure the default within ten (10) days;
- (b) defaults in performing any other covenant or condition of the Lease and does not cure the other default within thirty (30) days after written notice from Landlord specifying the default; or
- (c) is adjudicated a bankrupt or makes any assignment for the benefit of creditors;

then Landlord may:

- (i) accelerate the full balance of the rent payable for the remainder of the term and sue for the sums due;
- (ii) terminate this Lease; or
- (iii) without terminating this Lease, reenter the Premises and dispossess Tenant or any other occupant of the Premises and remove Tenant's effects. Tenant shall remain liable to Landlord for the balance owed minus any alternative rent received by Village. Village to use best efforts to sublease Premises.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Tenant, and a breach is established, then Tenant shall pay to Landlord all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment as long as a breach has been established.

15. **Access to Premises.** Landlord shall have the right to enter that portion of the Premises occupied solely by Tenant at all reasonable hours, provided that entry does not interfere with the operation and conduct of Tenant's business and provided reasonable notice has been given to Tenant. Landlord shall have the right to use all or any part of the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises in locations within the Premises that will not materially interfere with Tenant's use of the Premises.

16. **Rules and Regulations.** Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Former Township Hall that are customary for buildings of this character and are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all rules and regulations.

17. **Waiver.** Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this Lease. This Lease may not be changed, modified, or discharged orally.

18. **Notices.** All notices required under this Lease shall be in writing and shall be deemed to be given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at

their respective addresses set forth in this Lease or to any other address that either party furnishes in writing during the term of this Lease.

19. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess, and enjoy the Premises for the full term of this Lease.

20. **Changes by Landlord.** Landlord reserves the absolute right at any time and from time-to-time to make changes or revisions in Former Township Hall, parking lot, driveways, signs (with the exception of the Township's sign), landscaping, and sidewalks, including additions to, subtractions from, or rearrangements of the improvements, provided that the changes do not materially alter the use of the Premises.

21. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease and without signing a new lease, it shall be deemed to be occupying the Premises as a tenant from month-to-month at twice the minimum rent (as adjusted in this Lease), subject to all the conditions, provisions, and obligations of this Lease insofar as it can be applicable to a month-to-month tenancy, cancelable by either party upon seven (7) days' written notice to the other.

22. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party, the other party shall join in signing a memorandum or so-called "short form" of this Lease for the purpose of recordation. The memorandum or short-form of this Lease shall describe the parties, the Premises, and the term of this Lease, and shall incorporate this Lease by reference.

23. **Captions and Headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

24. **Applicable Law.** This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease or portions of this Lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

25. **Successors.** This Lease and its covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns and shall be binding on Tenant and permitted assigns of Tenant.

26. **Recovery by Tenant.** Tenant agrees to look solely to the interest of Landlord in the land and improvements on which the Premises are situated to satisfy any judgment against Landlord as a result of any breach by Landlord of its obligations under this Lease. No other property of Landlord shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this Lease.

27. **Estoppel Agreement.** At the request of Landlord, Tenant shall, within ten (10) days, deliver to Landlord, or anyone designated by Landlord, a certificate stating the Commencement Date and the term and certifying, as of that date, the date to which rent, additional rent, and other charges under this Lease are paid, that this Lease is unmodified and in full force, and that Landlord is not in default under any provision of this Lease or, if the Lease is modified or if Landlord is in default, stating the modifications or the nature of the default and the amount of any claims.

28. **Effective Date.** Landlord and Tenant have signed this Lease and it shall be effective on the date listed at the beginning of this Agreement.

LANDLORD

TENANT

VILLAGE OF SPRING LAKE
a Michigan municipal corporation

SPRING LAKE TOWNSHIP
a Michigan governmental township

By: Jim MacLachlan
Its: President

By: John Nash
Its: Supervisor

By: Marv Hinga
Its: Clerk

By: H. Carolyn Boersma
Its: Clerk

Christine Burns

From: Lukas Hill <LHill@springlaketwp.org>
Sent: Thursday, August 20, 2015 3:01 PM
To: Christine Burns
Subject: Court Action - August 10th

Hi Chris,

Sorry this is late, but here is the court summary from August 10th:

1. Modlin – 213 South Street: Magistrate ordered that all chipping and peeling paint be removed and the house painted by November 13th, 2015.
2. Vaughn – 304 N. Park Street: Magistrate ordered junk vehicle to be removed by August 28th, 2015, He also ordered that all building materials to be removed and the house be painted where necessary and that the siding installed where necessary by November 13, 2015.

If the violations are not brought into compliance within the prescribed timeframe, fines and costs will be assessed (\$120) and we will issue second offense citations of \$250 each.

Let me know if you have questions.

Thanks,

Lukas

Lukas Hill, AICP

Community Development Director

Spring Lake Township

106 S. Buchanan

Spring Lake, MI 49456

(616) 844-2110 Direct

LHill@springlaketwp.org

www.springlaketwp.org

SCHEUERLE & ZITTA, LLP

ATTORNEYS AT LAW
CHASE BANK BUILDING
300 WASHINGTON AVENUE
P.O. BOX 212

GRAND HAVEN, MICHIGAN 49417

TELEPHONE (616) 842-1470
FAX (616) 842-1693

ROBERT J. SCHEUERLE
(1937-1997)

ROBERT J. ZITTA
MICHAEL J. ZITTA*
JAMES R. SCHEUERLE**

*ALSO ADMITTED IN MINNESOTA
**OF COUNSEL

September 2, 2015

Mr. Lukas Hill
Spring Lake Township
101 S. Buchanan Street
Spring Lake, MI 49456

Re: Village of Spring Lake v Bernard Elliot Grysen
Ticket No. G-00000105-756

Dear Mr. Hill:

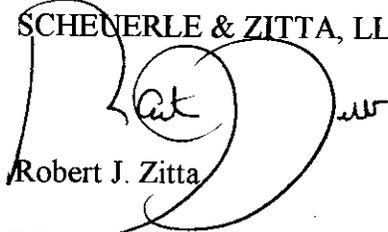
Enclosed please find a Notice to Appear for Formal Hearing on the above named Defendant. The formal hearing is scheduled for **Tuesday September 22, 2015 at 2:00 p.m.** Also enclosed is a Subpoena for your attendance at this formal hearing. Please contact me if you have a scheduling conflict.

We should have some conversation before this hearing. Do you have a report which you could send me about this?

Please contact me with any questions.

Very truly yours,

SCHEUERLE & ZITTA, LLP


Robert J. Zitta

RJZ/cf

Enclosure

STATE OF MICHIGAN
58TH-Judicial District

NOTICE TO APPEAR

TICKET NO.
G-00000105-756

YOU ARE DIRECTED TO APPEAR AT:

Grand Haven District Court
414 Washington St.
Grand Haven MI 49417

BEFORE:

Honorable CRAIG BUNCE

APPEARANCE TYPE

FORMAL HEARING

DATE

Tuesday September 22, 2015

TIME

2:00 PM

Violation Date: 8/21/15

Spring Lake Village
Village Attorney

Plaintiff

-vs-

Personal Service

BERNARD ELLIOT GRYSEN
806 RIVER STREET
SPRING LAKE MI 49456

Defendant

Personal Service

TO:

Court Copy

COMMENTS

Failure to Register Home O

Spring Lake/Ferrysburg

Defense Attorney:
MARK HILLS

IMPORTANT: READ THIS CAREFULLY

1. Bring this notice with you.
2. No case may be adjourned except by authority of the judge for good cause shown.
3. FAILURE OF THE DEFENDANT TO APPEAR in a traffic case may cause a default judgment to be entered and will be subject to additional costs. FAILURE OF THE PLAINTIFF TO APPEAR may result in the dismissal of the case.
4. If you intend to employ a lawyer, s/he should be notified of the date at once.

Jami Speet
Assignment Clerk/Deputy Clerk

CERTIFICATE OF SERVICE/MAILING

I certify that on this date, copies of this notice were served upon the parties or their attorney's indicated above by ordinary mail address

9/02/15

Marie Arnold

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT 58th JUDICIAL CIRCUIT COUNTY PROBATE	SUBPOENA Order to Appear and/or Produce	CASE NO. Ticket No. G-00000105-706 Hon. Craig Bunce
---	--	--

Police Report No. (if applicable) _____ Court address **414 Washington Avenue, Grand Haven, MI 49417** Court telephone no. **(616) 846-8280**

Plaintiff(s)/Petitioner(s) <input type="checkbox"/> People of the State of Michigan <input checked="" type="checkbox"/> <u>VILLAGE OF SPRING LAKE</u>	v	Defendant(s)/Respondent(s) BERNARD ELLIOT GRYSEN
<input type="checkbox"/> Civil <input checked="" type="checkbox"/> Criminal		Charge Failure to Register Home Occupation
<input type="checkbox"/> Probate In the matter of _____		

In the Name of the People of the State of Michigan. TO:
 Lukas Hill, Spring Lake Township, 101 S. Buchanan St., Spring Lake, MI 49456

If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangements.

YOU ARE ORDERED:

<input checked="" type="checkbox"/> 1. to appear personally at the time and place stated below: You may be required to appear from time to time and day to day until excused.		
<input checked="" type="checkbox"/> The court address above <input type="checkbox"/> Other:		
Day Tuesday	Date 09/22/2015	Time 2:00 p.m.

- 2. Testify at trial examination/hearing ~~XXXXX~~ formal hearing.
- 3. Produce/permit inspection or copying of the following items: _____

- 4. Testify as to your assets, and bring with you the items listed in line 3 above.
- 5. Testify at deposition.
- 6. MCL 600.6104(2), 600.6116, or 600.6119 prohibition against transferring or disposing of property is attached.
- 7. Other: _____

<input checked="" type="checkbox"/> 8. Person requesting subpoena Robert J. Zitta (P22749)	Telephone no. (616) 842-1470
Address 300 Washington, P.O. Box 212	
City Grand Haven, MI 49417	State Zip



NOTE: If requesting a debtor's examination under MCL 600.6110, or an injunction under item 6, this subpoena must be issued by a judge. For a debtor examination, the affidavit of debtor examination on the other side of this form must also be completed. Debtor's assets can also be discovered through MCR 2.305 without the need for an affidavit of debtor examination or issuance of this subpoena by a judge.

FAILURE TO OBEY THE COMMANDS OF THE SUBPOENA OR APPEAR AT THE STATED TIME AND PLACE MAY SUBJECT YOU TO PENALTY FOR CONTEMPT OF COURT.

09/22/2015 Spring Lake/Ferrysburg P22749
 Date Prosecuting Attorney Bar no.

Served Not served



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRPERSON

MIKE ZIMMER
DIRECTOR

September 1, 2015

Six Seventeen LLC
%Sara J Rathbun
209 Summit St
Spring Lake MI 49456 (via email)

REQUEST ID # 803125

Dear Applicant:

This is with reference to your request to transfer ownership of escrowed 2015 Class C and Specially Designated Merchant (SDM) licenses with Sunday Sales permit (PM), Dance permit, Specific Purpose permit (Bowling, Food), Entertainment permit without dressing rooms, and a total of (2) bars, from Macatawa Bank; transfer location from 18000 Cove to 617 Savidge, Spring Lake; and, transfer Governmental Unit under MCL 436.1531(1) from Ferrysburg City to Spring Lake Village and change LGU from G-467.5 to G-476.0, in Ottawa County; cancel existing Specific Purpose permit (Bowling, Food), Dance permit, Entertainment permit without dressing rooms, and Add Bar permit leaving (1) bar; request new Catering permit and new Sunday Sales permit (AM).

We are herewith canceling this application pursuant to your request. Our records are being marked accordingly and all concerned parties are being notified.

A refund of the licensing fees is being processed separately.

If you have any questions regarding this matter, please contact the Retail Licensing Section at (866) 813-0011 (Toll free), or (517) 284-6250, and choose option '5'.

Very truly yours,

MICHIGAN LIQUOR CONTROL COMMISSION

A handwritten signature in cursive script that reads "Sharon Martin".

Director, Licensing Division

cec

cc: Spring Lake Clerk (via email)
Macatawa Bank (via email)

Ottawa County Invasive Phragmites Control Group, meeting August 18, 2015, minutes

Present: Todd, Drew, Joe, Melanie, Leslie

1. Regarding fall treated by GEI and CISMA Strike Team

a) Todd shared the letter and permission GEI will send out with contracts tomorrow. Melanie approved the letter. He also shared a spreadsheet with the names and other information of all the properties to be treated and an updated map made from the most recent survey.

b) Those of us present who know some of the people on the list should let Todd know who we will contact to help with follow-up. Leslie will e-mail a contact at Spring Cove Condos, and will send Todd parcel # information for the property on Taylor.

c) Todd will consider approaching Mr. Probst about his willingness to participate.

d) After letters are sent, GEI will follow up with phone calls.

2. Harbor Island: Cardno has completed a survey and will do the first of three years on treatment of new growth.

3. The future: It was suggested that in 2016, an aerial survey be done by drone when Phragmites are in tassel stage. This will be followed in 2017 with treatment. Todd will send Leslie a price estimate for survey, and an estimate of treatment the following year, based on what we accomplish this year. Leslie will then write prepare a grant request to the Grand Haven Area Community Foundation.

4. Oh, and we discussed boats.

Our next meeting will be in two months, on Tuesday, October 13, at 2pm at Grand Haven Community Center.

Agenda:

Review of fall treatments, lessons learned

Review of grants and how we might proceed in terms of funding

Further discussion of plans for 2016 and 2017 to maintain the gains we have achieved



Help us Celebrate!



**Join us on September 14
for an open house and tours.**

2pm— 5pm Open House and Village Hall (Township Offices) Tours

4pm— 4:40pm Remarks and Ribbon Cutting

- ◇ Welcome by Supervisor Nash and Village President MacLachlan
- ◇ State Officials Remarks
- ◇ County Officials Remarks
- ◇ Local Officials Remarks
- ◇ Local Leaders Remarks
- ◇ Dedication / Ribbon Cutting

6pm— Township Work Session and Board Meeting (Barber School)

7pm— Village Council Work Session (Village Hall)

Christine Burns

From: Mary Paparella
Sent: Wednesday, September 02, 2015 1:34 PM
To: Christine Burns
Subject: FW:

Hi Chris, please see Chip's email below.

From: Chip Bohnhoff [<mailto:cbohnhoff.slvillepc@gmail.com>]
Sent: Wednesday, September 02, 2015 1:32 PM
To: Mary Paparella
Subject: RE:

Hey Mary,

Before I forget again I need to let you know that Adam and myself will be resigning from the beautification committee effective immediately. We want to say thanks for the opportunity to serve on this committee. We just can't devote the time to it that we feel is needed.

Chip Bohnhoff
Village of Spring Lake Planning Commission

Village of Spring Lake

August 12, 2015

August 12, 2015

August 12, 2015

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

Dear Chris,

This is just a courtesy note to let you know that I have resigned as Recording Secretary of the Beautification Committee. I want to use what volunteer time I have doing hands-on projects.

Sincerely,


Darcy J. Dye
P.O. Box 182
Spring Lake, MI 49456

Christine Burns

From: Mary Paparella
Sent: Monday, August 24, 2015 8:12 AM
To: Christine Burns; Lukas Hill
Subject: FW: McCulloch's Response - (RE: DACC meeting . . .)

Importance: High

please see Renee's email. they are moving. :(

From: Renee McCulloch [<mailto:renee@mcculloch-mail.com>]
Sent: Saturday, August 22, 2015 11:43 PM
To: Mary Paparella
Subject: McCulloch's Response - (RE: DACC meeting . . .)
Importance: High

Hello Mary,

I will **not** be able to attend Wednesday's meeting. Bob & I will be out of town.

On a side note, we have sold our home recently and will be closing on Sept. 18th. I'm assuming that someone needs to fill my seat? What is the process in this case?

Thanks for ALL YOU DO!!

Renee McCulloch

From: Mary Paparella [<mailto:Mary@springlakevillage.org>]
Sent: Friday, August 21, 2015 3:58 PM
To: Chip Bohnhoff <cbohnhoff.slivillagepc@gmail.com>; laura.l.devries@gmail.com; vblake015@charter.net; Michelle DeWitt <mld1362@yahoo.com>; casey@endlesscarpet.com; Jan Esh <janeshmsw@aol.com>; renee@mcculloch-mail.com; Glo <gloletshavefun@yahoo.com>; James Willison <tricityauto6@gmail.com>; Lukas Hill <LHill@springlaketwp.org>; Roger Belknap <rbelknap@springlakevillage.org>
Subject: DACC meeting

Good afternoon,

Please be advised there is a DACC meeting scheduled for **Wednesday, September 2nd at 7:30 a.m.** Please let me know if you are unable to attend. Thank you and have a wonderful weekend!

Mary Paparella
Administrative Assistant
Building Department Supervisor

Water/Sewer Department
Village of Spring Lake
102 W. Savidge
Spring Lake, MI 49456
616-842-1393 ~ phone
616-847-1393 ~ fax
mary@springlakevillage.org
www.springlakevillage.org

Christine Burns

From: Carol Michaels <carolmichaels@hotmail.com>
Sent: Monday, August 31, 2015 1:24 PM
To: Christine Burns
Subject: FOBS COMMITTEE

Christine:

Following the last FOBS Committee, meeting after careful thought, I decided it was time to resign from the Committee. I held off hoping you would fill Karyn's spot and only have to seek one volunteer. However, I do not feel I should wait any longer so please consider this my resignation from the FOBS Committee

Respectfully,

Carol Michaels

Sent from Windows Mail



Spring Lake District Library Calendar of Events September 2015



Sun	Mon	Tue	Wed	Thu	Fri	Sat
 Library Card Sign Up Month	<p>Need a SLDL replacement card? \$2 replacement fee waived during September</p>	1	2 4-5 pm LEGO Block Party	3 Questions about library programs or services? Call 616.846.5770 or visit sllib.org for more information	4 9:30 am-10:30 am Talk with 89th District Rep. Amanda Price	5 Library Closed eBooks available 24/7 @ sllib.org
6 Closed	7 Labor Day-Closed	8	9 9:30 or 10:45 am OAISD Play 'n Learn; ages 0-5 7 pm Advance Health Care Directives: Your Voice, Your Choice	10 10:30 am Preschool Storytime: E-I-E-I-O	11 10:30 am Preschool Storytime: E-I-E-I-O	12
13 Sunday hours 2-5 pm	14 10 am SLDL Friends; newcomers welcome 4-5:30 pm Chess Club for Kids	15 7 pm Bedtime Storytime: <i>Good Night!</i> 7 pm GarageBand for Adults; pre-register please	16 9:30 am OAISD Play 'n Learn; ages 0-24 mos. 3:30-5 pm Teen 'Escape; ages 10-18	17 10:30 am Preschool Storytime: <i>Dinosaur Stomp</i> 2 pm Activities for People with Alzheimer's 4 pm SLDL Book Club; hosted by SLDL Friends, all welcome!	18 10:30 am Preschool Storytime: <i>Dinosaur Stomp</i>	19 Sign up at your convenience
20 Sunday hours 2-5 pm	21 Michigan Reads! 2015 	22 7 pm Bedtime Storytime: <i>Do Unto Otters</i> 7-8 pm Open Mic Night; sign up begins at 6:30 pm	23 10 am Toddler Time: <i>Say Hello Like This</i> 2:30 pm Digital Conversion Demo; pre-registration required	24 10:30 am Preschool Storytime: <i>Getting Along</i> 7 pm Ottawa Co. Parks: Unique Plants & Animals	25 10:30 am Preschool Storytime: <i>Getting Along</i> 2:30 pm Safeguard Your Devices from Malware & Viruses; pre-registration required	26 11 am-2 pm Free Community Shred Day; limit 100 pounds. Confidential shredding services provided by Kent Record Management
27 Sunday hours 2-5 pm 3-4 pm Music by the Fireplace: flutist Dan Giacobassi Banned Books Week	28	29 7 pm Bedtime Storytime: <i>Colorful Stories</i> 7 pm Faces & Places of Cuba	30 Toddler Time: <i>Clip Clop</i> 10 am Digital Conversion Demo; pre-register 3:30-5 pm Teen Perler Bead Party	Public fax machine available 		Twitter.com/sldlibrary Facebook.com/SpringLakeDistrictLibrary

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

DRAFT MINUTES

Monday August 17, 2015
7:30 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: MacLachlan, Meyers, Miller, Nauta, Powers, Van Strate.

Absent:

4. Approval of the Agenda

Motion by Meyers, seconded by Miller, to approve the agenda.

Yes: 6 No:

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 56919-56994) in the amount of \$213,608.11.

B. Approved the minutes for the July 20, 2015 Council meeting.

C. Approved a contract with JB Tree (Git-R-Cut) for an amount not to exceed \$7,800 for stump grinding, select tree trimming & removal and tree nursery development work.

D. Approved a contract with Advanced Pavement Marking for an amount not to exceed \$5,154.10 for traffic markings.

E. Consideration of a motion to approve a contract with Prien & Newhof for an amount not to exceed \$8,311.00 for design & construction engineering for wetland restoration.

F. Approved a contract with Electromedia for an amount not to exceed \$4,211.81 to install security cameras in the lobby of Village Hall with Spring

Lake Township paying ½ of the expense.

Motion by Nauta, seconded by VanStrate to approve the Consent Agenda.

Yes: 6 No:

6. General Business

A. Presentation to Outgoing Council Member Dave Bennett

Former Council Member Dave Bennett was recognized for his service on Village Council. Mr. Dennis VanDam presented Mr. Bennett with a Resolution on behalf of Senate Majority Leader Arlan Meekhof and State Representative Amanda Price.

B. Appointment of a New Council Member

Ms. Megan Crumbacher Doss was nominated to fill out the remainder of Dave Bennett's term..

Motion by Nauta, seconded by Miller, to appoint Megan Crumbacher Doss to Village Council.

Yes: 6 No: 0

C. Selection of a new President Pro-Tem

With the resignation of Council Member Dave Bennett, it is became necessary to select a new President Pro-tem.

Motion by Meyers, seconded by Miller, to appoint Steve Nauta President Pro-tem

Yes: 7 No: 0

D. Appointment to Boards & Committees

Council Member Bennett served in a number of capacities. Vacancies that will need to be filled by seated Council Members include:

- ✓ Harbor Transit
- ✓ Finance Committee
- ✓ Fire Station Committee
- ✓ SLV/SLT Committee
- ✓ Parks & Recreation

Motion by Nauta, seconded by Miller, to appoint Council Member Meyers to the Harbor Transit Board.

Yes: 7 No: 0

Motion by Meyers, seconded by VanStrate, to appoint Council Members Nauta and Powers to the Finance Committee.

Yes: 7 No: 0

Motion by VanStrate, seconded by Meyers, to appoint Council Member Nauta to the Fire Station Committee.

Yes: 7 No: 0

Motion by VanStrate, seconded by Meyers, to appoint Council Member Doss to the SLV/SLT Committee.

Yes: 7 No: 0

Motion by VanStrate, seconded by Meyers, to appoint Council Member Doss to the Parks & Recreation Committee and Tree Board.

Yes: 7 No: 0

E. Sidewalk Installation

The property owner at 510 Liberty Street will be installing sidewalk along the South side of Liberty Street that will connect to N. Cutler Street. There is 100' of frontage that ends at School Street. Staff asked for a proposal from the concrete vendor to complete the sidewalk to School Street, to eliminate a gap, as part of their project. The vendor (DeMann Concrete) quoted \$2,700 for grading and paving a 5' sidewalk. Staff obtained a quote from a local vendor (M&M) at \$3,500 total. Staff is seeking the will of council (see attached map) for Village participation.

Motion by Nauta, seconded by Meyers to approve completion of the sidewalk to School Street, to eliminate a gap.

Yes: 7 No: 0

7. Department Reports

- A. Village Manager** – Village Manager Chris Burns updated Council on the timeline regarding on-street parking enforcement.
- B. Clerk/Treasurer/Finance Director** - Nothing further to report.
- C. OCSO** - Sgt. Kik briefed Council on the history of parking enforcement
- D. SLFD** – Chief Brian Sipe reported the SAFER Grant has been closed and reviewed the Capital Replacement Plan for the Fire Department.

- E. **DPW** – Nothing further to report
- F. **Water** – Nothing further to report
- G. **Sewer** – Nothing further to report

H. Minutes from Various Board & Committees

- 1. **Barber School** – Diane Schindlbeck has donated new table skirts for the meeting room at Barber School.
- 2. **Parks & Recreation**
- 3. **Planning Commission**
- 4. **Police Commission**

8. Old Business and Reports by the Village Council – President MacLachlan reported he has received the Village Manager’s evaluations.

9. New Business and Reports by Village Council - None

10. Status Report: Village Attorney – Nothing to report

11. Statement of Citizens:

- Dave Bennett, 917 W. Savidge, thanked Council and audience members
- David Daane, 216 Summit, requested Council grant a variance for parking on Summit
- Kevin Harrington, 217 Summit, spoke against parking restrictions on Summit
- Elliot Grysen, 806 E. River, spoke on the release of documents related to All Shores Wesleyan Church and driveway access on Fruitport Road.
- Donna Gelderman, 204 Williams, spoke against parking enforcement
- Andy Kleppe, 306 Visser, requested Council review the parking ordinance

12. Adjournment

On a motion by VanStrate, seconded by Nauta, the Village Council unanimously voted to adjourn the meeting at 8:23.

James MacLachlan, Village President

Marvin Hinga, Clerk