

Village of Spring Lake

Council Work Session

October 12, 2015

7:00 p.m.

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

www.springlakevillage.org

1 7:00 p.m. - Ottawa County Solid Waste (presentation by Stew Whitney)

Republic Services owns and operates the landfill in Coopersville (Ottawa County Farms Landfill). They are looking to expand the landfill and have requested an amendment to further maximize use of the property they own for the expansion. Mr. Stew Whitney, Environmental Health Supervisor - Waste Program and a representative from Republic Services will be present to answer any questions Council may have regarding the resolution (*attached*).

2 7:15 p.m. – Website Proposals

Council budgeted \$6,000 for a website overhaul this fiscal year. Request for Proposals (RFPs) were solicited and opened on October 7, 2015 with the following results.

Company	Website Design	Content Management	Per	Location	Ottawa County References
WebTecs, Inc.	\$5,000	\$2,400	year	Spring Lake, MI	5 + Kent County
Civics Plus	\$5,000	\$1,500	year**	Manhattan, KS	Georgetown Twp.
Revize	\$5,944	\$950	year	Troy, MI	None listed
Revel	\$17,800	\$1,250	per 10 hour block	Muskegon, MI	
Quack! Media	\$24,000	\$50	hour	Ann Arbor, MI	
King Media*	\$35,744	\$1,500	per 10 hour block	E. Lansing, MI	

*up to \$49,377

**system maintenance not content management

Revel created the current Village website in 2012 and performs maintenance on an as-needed basis. Staff recommends awarding the bid to WebTecs, Inc. of Spring Lake.

3 7:30 p.m. – St. Mary's Church Rezoning Request

	<p>On September 22, 2015, the Planning Commission recommended approval (5-0) for a rezoning request received from St. Mary's to rezone three lots along Exchange Street from SFR-A (single family) to P (Public) so that the church can construct a new parochial school. At the Village's request, Attorney (and Planning & Zoning specialist) Ron Bultje was present to answer questions from the Planning Commission. Council is required to either ratify or overturn the recommendation of the Planning Commission.</p>						
<p>4</p>	<p>7:40 p.m. – All Shores Wesleyan Church (ASWC) Conditional Rezoning Request</p> <p>On September 22, 2015, the Planning Commission recommended denial (4-1) of the Conditional Rezoning Request received from ASWC to rezone (with restrictions) a lot at 214 S. Fruitport Road from SFR-A (single family) to P (Public). At the Village's request, Attorney (and Planning & Zoning specialist) Ron Bultje was present to answer questions from the Planning Commission. His memo regarding the decision is attached for Council review. Due to the fact that ASWC was not granted an opportunity to present their request or to respond to questions posed by the audience or Planning Commissioners, their legal counsel has asked for Village Council to review the documentation (<i>attached</i>) prior to rendering a decision at the October 19, 2015 meeting. Council is required to either ratify or overturn the recommendation of the Planning Commission.</p>						
<p>5</p>	<p>8:00 p.m. – SCADA (Roger Belknap)</p> <p>Moore & Bruggink will be present to provide details on the request to upgrade the Village's 5 lift stations with the same Mission Control SCADA improvements that were installed at the River Street Lift Station. A brief demonstration of remote access to data/controls will be included as well as a request to amend our current contract with Jack Dykstra Excavating to complete the other station upgrades.</p>						
<p>6</p>	<p>8:10 p.m. - Trees Contract 2 (Roger Belknap)</p> <p>Staff has requested bids for completing the 2015 village tree trimming and removal program (Contract 2) based upon arborist assessments. Contract 2 will include removal of 16 trees, heavy trimming of 17 trees and grinding 3 stumps. Bids are as follows:</p> <table data-bbox="467 1717 1084 1835"> <tr> <td>West Michigan Tree Service</td> <td>\$17,598.00</td> </tr> <tr> <td>JB Tree (Git-R-Cut)</td> <td>\$9,380.00</td> </tr> <tr> <td>Lumberjack Tree Service</td> <td>\$13,900.00</td> </tr> </table>	West Michigan Tree Service	\$17,598.00	JB Tree (Git-R-Cut)	\$9,380.00	Lumberjack Tree Service	\$13,900.00
West Michigan Tree Service	\$17,598.00						
JB Tree (Git-R-Cut)	\$9,380.00						
Lumberjack Tree Service	\$13,900.00						

7	<p>8:15 p.m. – Five Ten Properties LLC License Agreement</p> <p>At their September 21, 2015 Council Meeting, Village Council discussed an extension to a license agreement with Mr. Greg Oleszczuk for property located at 612 W. Savidge. Attorney Bob Sullivan has drafted a new agreement, per Council's instructions, a copy of which is attached to the agenda packet.</p>
8	<p>8:17 p.m. - Working Holiday</p> <p>Most residents assume that Village Hall is closed on Federal holidays. November 11, 2015 is a Federal holiday recognizing Veterans. I would like to propose another "working holiday" whereas Village Hall is closed to the public, but staff still reports as normal. I would allow them to wear jeans to work and the day would be spent entirely on records management and housekeeping. We still have a great deal of sorting, organizing and purging of records that needs to take place, but is extremely difficult to address during the normal work day.</p>
9	<p>8:22 p.m. - Committee Appointments</p> <p>The month of November is typically when Board & Committee appointments expire. This year, Council determined that, based on great interest by the general public to serve on various boards, incumbents would need to reapply for their seats, should they be expiring. We have had a number of members who have resigned or chosen not to reapply and we also have some new applicants. Due to the vast number of applicants, Council is being provided a booklet of applications and resumes for perusal.</p>
10	<p>8:30 p.m. – FOIA Appeal</p> <p>On September 28, 2015 a FOIA Appeal was received from Mr. Bernard Grysen related to a FOIA request dated 09/02/15. The Village has a court hearing with Mr. Grysen scheduled for October 14, 2015 at which time is it likely that the names of the complainants will become public, thereby rendering Mr. Grysen's request to divulge those names moot. There are no other documents/information that were withheld from Mr. Grysen in the original FOIA request.</p>
11	<p>8:35 p.m. – Formal Court Hearing</p> <p>On August 21, 2015 Mr. Bernard Grysen was issued a citation for failure to</p>

	<p>register his home occupation with the Village. The citation was issued after several written communications with Mr. Gysen, who wishes to challenge whether or not he has to adhere to the ordinance. The Honorable Craig Bunce will hear the case on October 14th at 1:30 p.m. at the Grand Haven Courthouse. Due to the volume of the documentation and to avoid embarrassment to Mr. Gysen, documents are not included with this agenda packet. If Council (or the general public) wishes to review the binder of information, it will be available at the meeting. The outcome of the hearing will be reported at the regular Council Meeting on October 19, 2015.</p>
<p>12</p>	<p>8:40 p.m. – Mill Point Park Usage</p> <p>The Village has received a request (<i>attached</i>) to utilize Mill Point Park. As a matter of record, Council is asked to approve or deny these types of requests.</p>
<p>13</p>	<p>8:43 p.m. – Barber School Usage</p> <p>The Village has received a request (<i>attached</i>) to utilize Barber School for an annual office Christmas party. Barber School rules require that the hosts secure a licensed server if alcohol is present or purchase an insurance policy indemnifying the Village. The host(s) would like to do the latter and request Council permission to do so (<i>except of rules below.</i>)</p> <p>Food & Alcohol</p> <ol style="list-style-type: none"> 1. A licensed and insured beverage service is required to dispense any alcoholic beverage. 2. Due to changes by the State of Michigan Liquor Control Commission, cash bars are prohibited. 3. Alcoholic beverages not dispensed by a licensed and insured beverage service will be confiscated and discarded. Lessee should expect a random inspection by an Ottawa County Sheriff's Deputy during their event. 4. Beverage service MUST end one-half hour before the end of the scheduled event. 5. NO kegs are allowed. 6. Village Council to approve BYOB with authorization 3 months prior to event – whereas Lessee obtains insurance and indemnifies the Village.
<p>14</p>	<p>8:45 p.m. – Communications</p>

	<ul style="list-style-type: none">• Barber School Usage Report FY 14/15• FOIA Request – American Transparency• Grand Haven Master Plan Update• ISO letter• Village Manager Calendars (October & November)
15	8:48 p.m. - Minutes Minutes of September 21, 2015 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to October 15, 2015.

Christine Burns

From: swhitney@miottawa.org
Sent: Wednesday, July 22, 2015 9:49 AM
To: jalkema@altelco.net; jerryalkema@allendaletwp.org; supervisor@blendontownship-mi.gov; supervisor@chester-twp.org; mail@chester-twp.org; stillcon@aol.com; dmohr@georgetown-mi.gov; kfrench@ght.org; terryn@hct.holland.mi.us; donk@hct.holland.mi.us; kbergwerff@twp.jamestown.mi.us; Todd@olivetownship.com; jhunsburger@parktownship.org; supervisor@polktontownship.com; howard@portsheldontwp.org; info@portsheldontwp.org; supervisor@robinson-twp.org; JNash@springlaketwp.org; tvaness@tallmadge.com; supervisor@ocwrighttwp.org; glenn.nykamp@zeelandtwp.org; tnienhuis@gmail.com; spatrick@cityofcoopersville.com; cbessinger@ferrysburg.org; pmcginnis@grandhaven.org; hcmanager@cityofholland.com; pwaterman@hudsonville.org; Christine Burns; citymgr@ci.zeeland.mi.us
Cc: Nurmi, Debbie
Subject: Ottawa County Solid Waste Management Plan - Amendment Vote
Attachments: pic00829.jpg; pic09800.jpg

All,

I've received questions about the document that was sent out yesterday regarding the Ottawa County Solid Waste Management Plan amendment. This email will hopefully provide more clarification.

Republic Services, owns and operates the landfill in Coopersville (Ottawa County Farms Landfill). They are looking to expand the landfill and have requested this amendment to further maximize use of the property they own for the expansion.

The amended language will do two things:

Bring the current isolation distances down to measurements that fall in line with the current State of Michigan rules. If you view the map below you will see that under the current isolation distances (500' to all property boundaries, road right of ways, all surface water) the landfill would have 30.5 usable acres which would provide ~ 19 years of capacity. If the amended language, which adopts the state isolation distances (400' to all surface waters & 100' to property boundaries, road right of ways), it would increase the usable area to ~52 acres providing ~39 years of disposal life.

The State of Michigan also requested that the committee address some language in the Solid Waste Management Plan to be more specific when it defines "active work area". According to Part 115 an active work area can only refer to a landfill and not a just a facility so this would help clarify the language in the Plan.

(Embedded image moved to file: pic00829.jpg)

I would be willing to come to a Board meeting and present this if you think that would help the members make an informed decision.

Feel free to call me directly if we need to discuss further.

Stew Whitney
Environmental Health Supervisor - Waste Program
616-494-5569
www.miottawa.org/eco
(Embedded image moved to file: pic09800.jpg)

"Confidentiality Notice: This message, including any attachments, is intended solely for the use of the named recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure or distribution of this communication(s) is expressly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy any and all copies of the original message."

From: Craig Bessinger <cbessinger@ferrysburg.org>
To: "swhitney@miottawa.org" <swhitney@miottawa.org>,
Date: 07/21/2015 03:36 PM
Subject: RE: Ottawa County Solid Waste Management Plan - Amendment Vote

Stew,

Why was the change requested?

What site(s) would this apply to?

Do you have site map showing the proposed changes to existing sites?

Craig Bessinger
City of Ferrysburg
17290 Roosevelt Road, P.O. Box 38
Ferrysburg, MI 49409-0038
P: 616-842-5803
C: 616-843-5028

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

From: swhitney@miottawa.org [<mailto:swhitney@miottawa.org>]
Sent: Tuesday, July 21, 2015 3:19 PM
To: jalkema@altelco.net; jerryalkema@allendaletwp.org; supervisor@blendontownship-mi.gov; supervisor@chester-twp.org; mail@chester-twp.org; stillcon@aol.com; dmohr@georgetown-mi.gov; kfrench@ght.org; terryn@hct.holland.mi.us; donk@hct.holland.mi.us; kbergwerff@twp.jamestown.mi.us; Todd@olivetownship.com; jhunsburger@parktownship.org; supervisor@polktontownship.com; howard@portsheldontwp.org; info@portsheldontwp.org; supervisor@robinson-twp.org; JNash@springlaketwp.org; tvaness@tallmadge.com;

supervisor@ocwrighttp.org; glenn.nykamp@zeelandtp.org; tnienhuis@gmail.com; spatrick@cityofcoopersville.com;
Craig Bessinger; pmcginnis@grandhaven.org; hcmanager@cityofholland.com; pwaterman@hudsonville.org;
christine@springlakevillage.org; citymgr@ci.zeeland.mi.us

Cc: Nurmi, Debbie

Subject: Ottawa County Solid Waste Management Plan - Amendment Vote

To all Ottawa County municipality head elected officials,

Please see the attached document which requests the vote from your respective township, city or village.

If there are any questions please contact me directly.

Thank you,

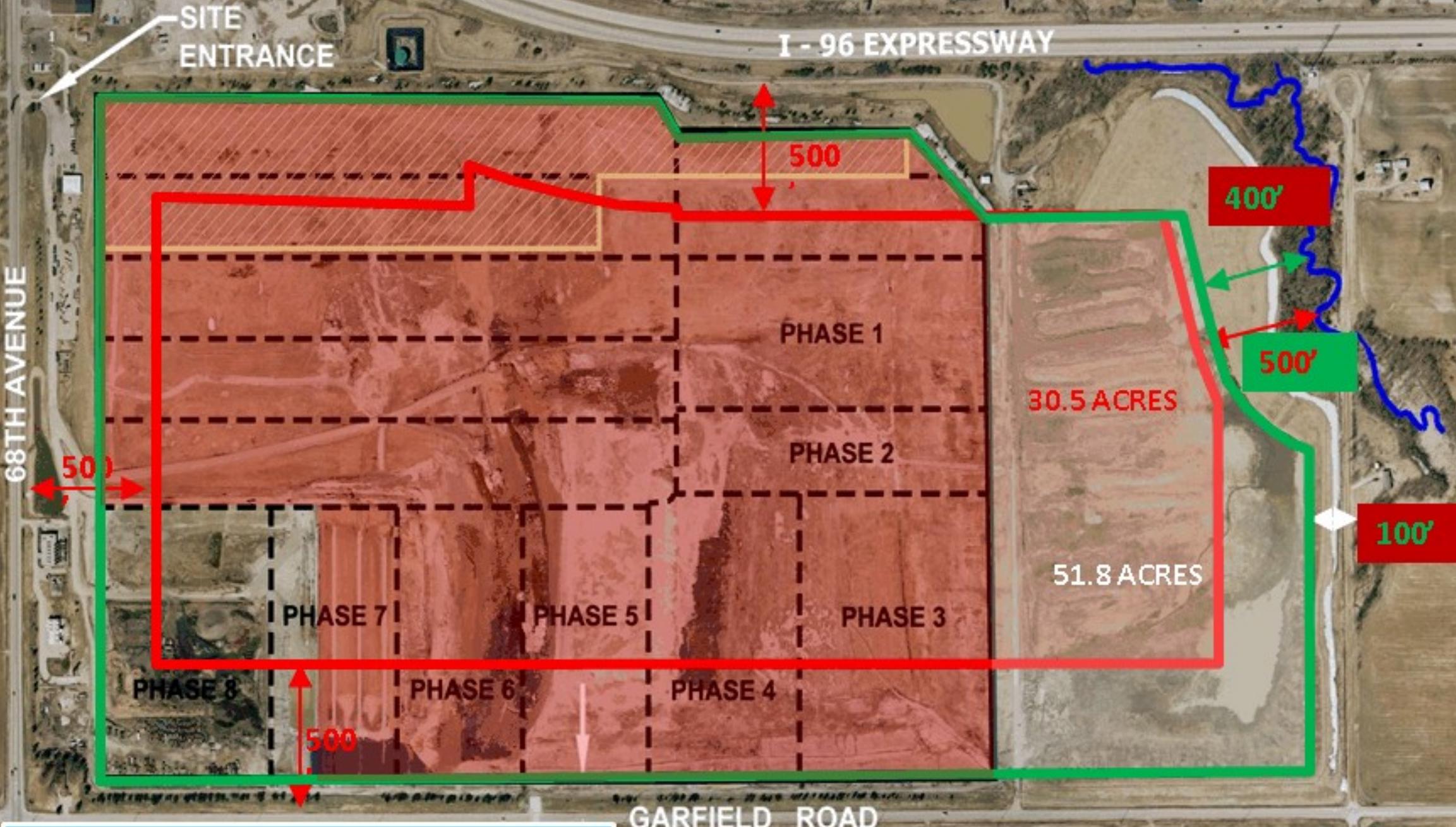
Stew Whitney
Environmental Health Supervisor - Waste Program
616-494-5569

www.miottawa.org/eco

(Embedded image moved to file: pic26118.jpg)

"Confidentiality Notice: This message, including any attachments, is intended solely for the use of the named recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure or distribution of this communication(s) is expressly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy any and all copies of the original message." (See attached file: Township Approval Document.pdf)

EXPANSION POTENTIAL



- CURRENT SOLID WASTE PLAN**
- 30.5 Acre Lateral Expansion
 - 13.5 MCY of Additional Airspace
 - 19 Years of Additional Life

- PROPOSED SOLID WASTE PLAN**
- 51.8 Acre Lateral Expansion
 - 27.9 MCY of Additional Airspace
 - 39 Years of Additional Life



**RESOLUTION TO APPROVE THE 2015 AMENDMENT
OF THE OTTAWA COUNTY SOLID WASTE MANAGEMENT PLAN**

At a meeting of the Council of the Village of Spring Lake, held at the regular meeting, Ottawa County MI on October 19, 2015.

MEMBERS PRESENT:

MEMBERS ABSENT:

The following preamble and resolution were offered by _____ and supported by _____.

WHEREAS, the Ottawa County Solid Waste Planning Committee has prepared an Amendment to the Ottawa County Solid Waste Management Plan – May 2015; and

WHEREAS, the Ottawa County Board of Commissioners unanimously approved the Solid Waste Management Plan Amendment – 2015; and

WHEREAS, PA 451, Part 115 requires 67 percent of all local units within the County to approve the Plan Amendment; and

WHEREAS, the Plan Amendment provides the County a management tool to effectively oversee an environmentally sound and integrated solid waste management system to ensure that the County's solid waste stream is properly managed and provides opportunities for pollution prevention through composting, reuse, recycling, waste reduction and hazardous waste management through a collaborative effort with private sector businesses, County residents, and local units of government; and

WHEREAS the Plan Amendment was developed through a process that encouraged public comment and local government involvement and provides for continued local involvement in solid waste management issues;

THEREFORE, BE IT RESOLVED THAT Village of Spring Lake approves the 2015 Amendment of the Solid Waste Management Plan as presented and encourages the Michigan Department of Environment Quality to approve the Amendment as submitted.

YEAS:

NAYS:

Signature of Chief Elected Official

Signature of Clerk

VILLAGE OF SPRING LAKE

Website Development Proposal

Vendor Name: WebTecs Inc.

Vendor Address: 17732 Cobblefield Lane, Spring Lake, MI 49456

Contact Name: JoAnn Arcand

Phone/Email: (616) 446-1864/JoAnn@WebTecsInc.com

Cost for Website Design & Implementation: \$5,000

Cost for On-Going Content Management: \$2,400/year

Additional Online/E-commerce Services: Online Payment Center, \$500
Other services quoted upon specifications

Date Completed: October 7, 2015



Bring it Online!

17732 Cobblefield Lane
Spring Lake, MI 49456

(616) 446-1864
FAX (616) 847-2050

EXECUTIVE SUMMARY

WebTecs is pleased to respond to the Village of Spring Lake's Website Development request for proposal. Ms. Arcand and her team have been providing a variety of web-based services to government clients since 2001. Having worked with Ottawa County since 2005, Spring Lake Township since 2008 and the Village since 2010 on website payments, WebTecs staff has a solid understanding of website and communication needs of local governments and their constituencies.

In its request for proposal, the Village of Spring Lake is requesting an improved website with the following characteristics:

- Intuitive for residents and users to navigate
- Responsive to varying user device screen sizes
- Enhance online services to residents with additional features
- Utilize standardized website features while maintaining a unique and consistent look
- Easy to maintain internally using a content management system

WebTecs introduced the first government website in Michigan which was built on a responsive web design platform in 2013. Since then, it has been WebTecs' philosophy to only build responsive sites. We know there is a drastic shift in the devices people are using to access websites today - recent statistics show that as much as 50% of government website traffic is now via smartphones. Responsive design is critical to providing intuitive and easy to navigate sites.

WebTecs uses design tools which govern page layout, colors, font styles and other design elements through the use of style sheets and our design platform. This platform will allow the Village to manage its own content, at least in part. WebTecs recommendation is to allow limited access to the page content for updating by Village personnel. For instance, some information such as phone numbers, personnel, calendar events and service descriptions are fairly easy to change and it may be most efficient for the Village to take on this responsibility. Managing the website's architecture and other design elements may require more skilled knowledge of the site's technology - these types of changes are best left to WebTecs with direction from the Village.

Finally, because of WebTecs' close relationship with Ottawa County and Spring Lake Township, WebTecs brings knowledge and software capability that could be utilized to enhance the Village's online experience for all residents, businesses and visitors, and especially for those who frequent all three websites.

COMPANY BACKGROUND

Company Name: WebTecs Inc.
Address: 17732 Cobblefield Lane, Spring Lake, MI 49456
Phone: (616) 446-1864
FAX: (616) 847-2050
Website: www.WebTecsInc.com

Year Established: 2004
Type of Ownership: Corporation, State of Michigan

Corporate Office: 17732 Cobblefield Lane, Spring Lake, Michigan 49456
Grand Rapids Office: 549 Ottawa NW, Suite 302, Grand Rapids, Michigan 49503
Employees: 6 full-time, 1 part-time

Background: WebTecs Inc. was formed by JoAnn Arcand. A Certificate of Incorporation was issued by the Michigan Bureau of Labor and Economic Growth on December 3, 2004. Ms. Arcand serves as WebTecs President and holds all of a single class of stock giving her a one-hundred percent ownership interest in the Company. WebTecs is headquartered at 17732 Cobblefield Lane, Spring Lake, MI and has an office in Grand Rapids.

WebTecs was established to offer local governments website design, application development and management services. Our service helps organizations be more efficient by "web-ifying" interactions with their customers.

Current contracts:

- Kent County, full website management service relationship began in March 2001
- Ottawa County, full website management service relationship began in July 2005
- Livingston County, software services since May 2006
- 61st District Court, software services since August 2006
- Ingham County Circuit & Probate Courts, software services since January 2008
- Muskegon County Circuit & Probate Courts, software services since March 2010
- Spring Lake Township, full website management service relationship began in November 2008
- Ottawa County Road Commission, full website management service relationship began in March 2013
- Grand Haven Charter Township, website design & content management service relationship began in September 2014

IMPLEMENTATION PLAN & TIMELINE

WebTecs could begin development of a new website for the Village in early 2016 and the plan consist of three parts:

1. the graphical design of the website & template development
2. the review and creation of a new information architecture
3. the conversion of existing, relevant website content and inclusion of new content

Two or three Village staffers would be selected by the Village to participate on the design team. Ideally, people selected to participate would have a high amount of customer interaction and be familiar with the services provided by the Village.

WebTecs estimate of completion time is 12-14 weeks depending on availability of Village staff to participate in the plan.

Graphical Design & Template Development

The design team would collect suggestions on graphical design such as color schemes, logos and area landmarks to be used on the homepage and secondary pages. Village standards would be discussed and implemented as required.

The WebTecs graphic designer would assemble ideas provided by the design team into two design options. Mockups would be reviewed by the design team. Suggested changes would be implemented and reviewed to reach agreement on the final design. Two review sessions would be conducted. The final rendering would be presented to a high profile work group within the Village for input and approval of the final design.

Upon approval of the final design, WebTecs would develop the page templates and style sheets.

Information Architecture

At the heart of an easy-to-use website is the information architecture or organization. The design of the information architecture is perhaps the most important part of the overall design as it provides the ease of access to information which users need. As part of the redesign of the Village's website, WebTecs would review the current website organization and create a new information architecture that will not only accommodate all the existing content that is still relevant, but also provide for future growth. The revised information architecture would provide consistency and ease-of-use and be readily scalable.

The design team would review the proposed architecture and adjustments would be made accordingly.

Content Conversion

While the graphic design and information architecture are being finalized, work can begin on content selection and conversion. All existing content would be reviewed by responsible departments and updated to present relevant, accurate and up-to-date information. Modified and new content would be submitted to WebTecs in Word documents.

Once all pages have been redesigned and reassembled in the new information architecture, the design team would be asked to participate in testing specific areas of responsibility. Any discrepancies would be reported to WebTecs staff for correction.

Upon final approval by the Village, the new website would be moved to the production environment for access by the general public.

Timeline

WebTecs Activity	Week 1 Feb. 8, 2016	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14 May 9, 2016
Graphic Design			VA											
Architecture Design			VA											
Design Implementation														
Content Conversion														
Testing by Village Staff														
Production														
Training														

VA - Village Approval
P = Move to Production

Other Implementation & Design Elements

Domain Name

WebTecs recommends continued usage of the Village's current domain name, www.SpringLakeVillage.org.

Design Platform

WebTecs recommends the use of WordPress as the content management system. A premium design template would be installed and modified according to the Village-approved design layout. The design template is database driven and would provide a responsive web design platform with cascading style sheets in use to control the overall design standards.

Search Engine

WebTecs recommends the inclusion of Google search engine technology on every page of the website. This functionality would assist users in locating various types of information or documents on their own.

Statistical Reporting

WebTecs recommends the inclusion of Google Analytics as a web analytics service. Google Analytics tracks and reports website traffic such as page views, visitors and a vast assortment of website usage statistics. Through the use of a Gmail account login, the Village would be able to view important statistical information about its website usage.

WordPress Plug-ins

WordPress is the preferred design and technology platform by WebTecs. This platform brings a wide variety of plug-ins that can be installed upfront or at a later date to provide functionality to the website without custom software code. Functionality specified by the Village for which plug-ins will be used include:

- Calendar of Events with viewing by list, day or month. Includes ability to link to documents and external websites
- Email List Signup with ability to integrate with external services such as MailChimp and Constant Contact
- Facebook Feed

WebTecs would work with the Village to make sure the best available plug-ins are installed to provide the level of desired functionality. As needs evolve, additional plug-ins could be installed to meet the ever-changing communication needs.

SUPPORT & MAINTENANCE

WebTecs provides content and help desk support from 8:30am to 4:30pm, Monday through Friday except for holidays and occasional company meetings.

Content Management

Content management involves keeping existing information current, relevant and accurate. It also involves the ongoing maintenance of the information architecture so that it is capable of handling new content as it is created by Village departments.

Ongoing content management would begin once the new website is introduced. WebTecs would train designated Village staff on the process for updating limited content areas. Examples would be the addition of events to the calendar, including meeting documents such as agendas, packets and minutes. More complicated content and design updates would be sent to WebTecs for updating. WebTecs would guarantee an eight business-hour publishing standard for existing content. WebTecs and the Village would work together to establish a reasonable service level for posting new content to the website, which may require a change to the information architecture. New content can usually be added within two to three business days.

CLIENT REFERENCES

Kent County Website - www.accessKent.com

Daryl Delabbio, County Administrator, daryl.delabbio@kentcountymi.gov, (616) 632-7576

Mary Hollinrake, County Clerk, mary.hollinrake@kentcountymi.gov, (616) 632-7660

Craig Paull, Director of IT, craig.paull@kentcountymi.gov, (616) 632-6501

Ms. Arcand and her team have been responsible for the design, development and management of the Kent County website since 2001. Services include graphic design, content management, software development and management of online services including e-commerce and monthly financial reconciliations. The annual contract fee is \$309,000.

Ottawa County Website - www.miOTTAWA.org

Keith VanBeek, Assistant County Administrator, kvanbeek@miottawa.org, (616) 738-4642

Justin Roebuck, County Clerk, jroebuck@miottawa.org, (616) 994-4531

David Hulst, Director of IT, dhulst@miottawa.org, (616) 738-4831

In July, 2005, WebTecs was awarded the contract for development and maintenance of Ottawa County's website. The completely redesigned website, miOTTAWA, was introduced in October, 2005. Services include graphic design, content management, software development and management of online services including e-commerce and monthly financial reconciliations. The annual contract fee is \$264,000. The Ottawa County website, as part of the County's submittal for the Digital Counties Award program, has finished in the top ten nationally in six of the past seven years.

Spring Lake Township - www.springlaketwp.org

Gordon Gallagher, ggallagher@springlaketwp.org, (616) 842-1340

Carolyn Boersma, cboersma@springlaketwp.org, (616) 842-1340

WebTecs began an engagement with Spring Lake Township in the fall of 2008, when its website was redesigned. WebTecs currently provides modified content management services similar to what is proposed for Spring Lake Village, as well as support and management of online services, many of which are offered through Ottawa County's website. Hosting for SpringLakeTwp.org is provided by Ottawa County at a cost of \$50 per month. The cost of the 2008 website redesign was \$3,000 and new website redesign proposal is under consideration for \$5,000.

Ottawa County Road Commission - www.ottawacorc.com

Brett Laughlin, balaughlin@ottawacorc.com, (616) 842-5400

WebTecs' engagement with the Ottawa County Road Commission began in 2013 with a redesign and implementation of its website. WebTecs continues to provide content management services and the site is hosted at Ottawa County at a cost of \$50 per month. The cost of the 2013 website design project was \$5,000 and the cost of content management is \$2,400 per year.

The Little Red House - www.TheLittleRedHouse.org

Jody Herrelko, jody@thelittleredhouse.org, (616) 846-5720

WebTecs has been responsible for the design and management of the website for The Little Red House since 2011. WebTecs provides services to The Little Red House on a pro bono basis.

RANGE OF COST FORM

Website Design & Content Management

<i>Service</i>	<i>Description</i>	<i>Price</i>
Website Design & Implementation	Graphic and organizational redesign of Village website on responsive web design platform. Includes creation of design templates, content conversion, information architecture, user authorization set-up.	\$5,000 Invoiced upon final approval.
Content Management Support	Content publishing and on-going management of information architecture, 8 business-hours publishing standard for existing content. Village will have the ability to manage specified areas of the website, with support from WebTecs. Overall design and architecture will be managed by WebTecs.	\$2,400/year Invoiced upon move to production.
Total Annualized Program Price for the First Year		\$7,400

<i>Optional Services</i>	<i>Description</i>	<i>Price</i>
Online Payment Center	Install "Online Payment Center" which would allow Village to accept credit card payments for a variety of services, such as Tanglefoot Campground and Dock rentals. Training session for appropriate staff. Month-end financial reconciliation as part of existing monthly reporting.	\$500
Total		\$500

WEB HOSTING OPTIONS & RECOMMENDATIONS

WebTecs recommends hosting at Ottawa County. The recently upgraded hosting environment provides the utmost in security and reliability for government entities. Ottawa County charges \$50 per month for hosting and it would invoice the Village every six months for this service.

purchase of used equipment, the Purchasing Agent shall make every effort to obtain comparable costs to submit to the Council, along with a statement justifying the purchase.

- D. Exceptions - Emergency Purchases. In the event of an emergency or such extenuating circumstances wherein time is of the immediate essence, the Village Manager is authorized to make purchases of such supplies, materials, equipment, or contractual services which in their discretion is deemed necessary to protect the public health, safety and welfare of the community, without complying with the bidding procedures outlined in this Policy. In the event of such emergency purchase, the Village Manager shall report the details of the purchase to the Council at its next regular meeting.
- E. Professional Services. Professional services such as those provided by architects, engineers, accountants, consultants, appraisers, attorneys and risk management auditors, which are expected to exceed \$500, shall be secured through an evaluation and negotiation process administered by the Village Manager, with the assistance of a Committee (to include representation from the Council, the Finance Director/Clerk/Treasurer, a Department Head, and the Village Manager). This process will be initiated by the preparation of a "Request for Proposals" and distribution to appropriate individuals, companies, and corporations, allowing adequate public notice with sufficient time prior to the date set for submission of proposals. The "Request for Proposals" should include the following:

- A full description of the service to be contracted;
- The specific criteria that will be used in evaluating proposals;
- Other such pertinent information such as delivery dates or time frame within which the proposed work must be completed; and
- Responsible Village personnel who are available to answer questions and to whom the proposals should be addressed.
- A statement indicating that the Village reserves the right to reject any and all bids, to waive irregularities and nonconformities in bids, to accept and reject bids based on what the Village Council deems is in the best interests of the Village, to negotiate with the selected bidder, and to make the bid award as the Village Council deems is in the best interests of the Village.

Note: a. If the professional services desired are for a board of the Village Council, i.e. Planning Commission, DDA, etc. the Council representation on the Committee will be replaced in total or in part by representation from the respective board membership. b. Professional services retained in this section may be for a specific project, with a specific anticipated time line, or general services for an unspecified length of time. c. Nothing in this section shall address selecting a Village Attorney by the Council, who's selection shall be at the sole discretion of the Council, under the guidelines of the Village Charter; and under terms and conditions determined by the Council to be in the best interests of the Village.

"Where Nature Smiles for Seven Miles"



spring lake township

106 South Buchanan
Spring Lake, Michigan 49456
Phone: (616) 842-1340
Fax: (616) 842-1546

Memo

To: Christine Burns, Village Manager
From: Gordon Gallagher
Spring Lake Township Manager

Date: 10/6/2015

Re: WebTecs

I understand that the Village of Spring Lake has sent out for proposals for website development / upgrading. I want to let you know that Spring Lake Township has been using WebTecs for many years (over 6 years) and that we are very happy with their work and their responsiveness. They work hard to make us feel as though we are their only client. In fact, we recently selected them, again, to update our website. They were not the least expensive option; however they are the best option.

You should know that WebTecs provides web design/hosting services for Ottawa County (MIOTTAWA.ORG). This has been a tremendous benefit to Spring Lake Township as we collaborated with Ottawa County for online bill payment, park reservations and server hosting.

WebTecs is also a locally owned company (they are Spring Lake residents and taxpayers).

Please consider this a very positive recommendation of WebTecs. If you would like additional information, please contact me.

A handwritten signature in black ink, appearing to read 'Gordon Gallagher', written over the end of the previous paragraph.

Village of Spring Lake, Michigan

REQUEST FOR PROPOSAL

For

Village of Spring Lake

Website Development

Released: August 27, 2015

INVITATION TO SUBMIT PROPOSALS

The Village of Spring Lake is accepting proposals from individual Vendors to plan and implement a website development as specified within this Request for Proposal.

Specifications and forms may be obtained at the Village Office, 102 W. Savidge, Spring Lake, MI 49456

Sealed proposals should be mailed or delivered to:

Village of Spring Lake
Attention: Website Proposal
102 W. Savidge
Spring Lake, MI 49456

All proposals must be received by 3:00 PM on October 7, 2015, after which time no further proposals will be accepted.

The Village reserves the right to reject any and/or all proposals received, waive informalities, or accept any proposal it deems to be in the Village's best interests.

The Village is not obligated to reimburse responding Vendors for any expenses incurred in preparing or submitting proposals in response to this request, nor is the Village responsible for such expenses. All such expenses are solely the responsibility of the Vendor.

Christine Burns
Village Manager
Village of Spring Lake

Published: Grand Haven Tribune, Village of Spring Lake Website & Facebook

ARTICLE II. - GENERAL

For purposes of this proposal the Village of Spring Lake will hereby be referred to as “Village” and the individual Vendor will hereby be referred to as “Vendor”.

The Village of Spring Lake is a tax-exempt municipal government located in Ottawa County. The Village provides services to approximately 2,323 residents. The Village’s website was established to provide public access to information about services and activities offered by the Village and to communicate information about the Village. In an effort to improve these services to users, the Village would like to enhance its site to include additional online services and to utilize advances in technology as outlined in the specifications section of this document. The purpose of the Request for Proposal (RFP) is to provide the Village with an improved website that will:

- be intuitive for residents and users to navigate
- be responsive (mobile devices)
- improve service to residents with additional features
- utilize standardized website features while maintaining a unique and consistent look
- be easy to maintain internally using a content management system

During the evaluation process, the Village reserves the right where it may serve the Village’s best interest to request additional information or clarification from Vendors, or to allow corrections of errors or omissions.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Vendor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

INTERPRETATION

Request for additional information should be submitted in writing (or email) by 5 p.m. October 7, 2015 to:

Christine Burns
Village of Spring Lake
102 W. Savidge
Spring Lake, MI 49456
(616) 842-1393
E-mail: christine@springlakevillage.org

PROPOSAL RESPONSE FORMAT

In order to facilitate the analysis of response to this request for proposal (RFP), Vendors are required to prepare their proposals in accordance with the instructions outlined in this section.

One (1) original and (1) digital copy (on a thumb drive) of the proposal must be received in the Village Office, 102 W. Savidge, Spring Lake, Michigan by 3:00 p.m. September 10, 2015. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Village of Spring Lake.

Proposals should be prepared as simply as possible and provide a straight forward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. All parts, pages, figures, and tables must be numbered and labeled clearly. The proposal should be organized into the following major parts:

1. Executive Summary
2. Company Background
3. Implementation Plan and Timeline
4. Support and Maintenance
5. Client References

Alternate: Web Hosting Options and Recommendations

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Failure to closely follow the proposal format may be cause for rejection of the proposal.

Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative describing the process used in a website redesign or development. The summary should contain as little technical language as possible and should be oriented toward non-technical personnel.

Company Background (Section 2)

Vendors must provide the following information about their company so that the Village of Spring Lake can evaluate the Vendors' stability and ability to support commitments set forth in the response to the RFP. The Village of Spring Lake, at its option, may require a Vendor to provide additional documentation to support and/or clarify requested information.

The Vendor should describe the company's background including:

- How long the company has been in business
- A brief description of the company, including past history, present status, future plans, etc.
 - Note any parent/subsidiary relationships
 - Note any name changes/acquisitions
- Company size and organization
- Total number of employees. Number of full-time and part-time employees. Number of

technical staff and certifications.

- Examples of government website redesigns or development with references
- Examples of other website redesigns or development with references
- Examples of websites that they support

Implementation Plan (Section 3)

The Vendor must provide, as part of the response, a detailed implementation plan for the entire project. It should include evaluation, design and development processes, implementation, testing, conversion and training. The Village has reserved the right to determine the implementation timetable based on calendar and fiscal restraints. Implementation will not occur until all contract(s) are signed.

Support (Section 4)

Vendor must give a detailed description of the support options to be provided during and after the implementation of the proposed site. Support refers to software support, updates, and any ongoing costs.

Client References (Section 5)

Vendors must provide a complete client listing. Information must include the following information:

- Name of client and contact information
- Description, cost and date of service that Vendor provided
- Internet address link to service you provided

Vendors must also include a listing of at least three client references, preferably governmental clients within the State of Michigan. Include the above information along with contact name and telephone number.

Web Hosting Options and Recommendations (Alternate)

The Village currently contracts for its web hosting, however, it would consider other options and recommendations. The Vendor should provide such information as an alternate to their proposal. If the options and/or recommendations involve a third party, please provide substantiating documentation.

ARTICLE III. – SPECIFICATIONS

1. Background

The Village currently has a website (<http://www.springlakevillage.org>) that provides residents, visitors, and those who do business within the Village with updated information about current events, news, and details about boards and commissions including meeting agendas and minutes. The current site contains a reference desk of documents and forms.

2. Objectives

The Village has identified the following objectives for the website design and development:

A. Development Objectives

The Village of Spring Lake would like a customer focused website using intuitive navigation controls that will allow for easy access to information by visitors to the site. The Village would like a website utilizing the latest technology.

B. Balance Municipal Look and Feel with Unique Web Presence

Municipal sites are informative in nature and should clearly portray the purpose of the Village website. The site should portray a unique web presence that is attractive as well as functional, while retaining an obvious appearance as a “municipal” destination. The Vendor will be expected to work with Village staff to develop the “look and feel” of the site to convey the Village’s unique character.

C. Site Navigation and Organization

The site navigation should use modern tools/techniques to help guide visitors to their desired information. The site should incorporate, but not be limited to, these strategies:

- a. A menu system as the primary navigation tool that shall remain consistent
- b. Each department will have its own main page that will guide visitors to department specific news and services
- c. Site search capability
- d. Full site map

D. Calendar Program

The Village is looking for a flexible calendar program. Features that are desired include the ability to view the calendar in either day or month format. In addition, the ability to add events to specific days with hyperlinks from those events that can lead to either a web page or a document (such as a PDF) is required. It is preferable that the calendar maintain the look and feel of the new website. The calendar feature should allow the public to submit events (subject to administration approval).

E. E-Mail List Signup and Page Change Notification List

Other requested features are the ability for visitors to sign up for various e-mail lists (Constant Contact, Nixle, agendas, etc.) and a link on the home page to the Village’s Facebook account.

F. Content Management System - Knowledge Transfer and Skills Training

The newly designed website will bring new technologies to the Village, and new ways to utilize existing technologies. The Village expects the Vendor to utilize a content management system that allows staff members to update the website. The Vendor will work closely with the Village Staff to answer questions. The Vendor will provide demonstrations and training for Staff on the process for updating and maintaining the new site.

It is expected that the Village will be maintaining and making enhancements to the site once initial development and implementation has been completed. It is not the intent of the Village to enter into a continuous maintenance relationship with the Vendor, though the Village may request the Vendor to provide non-routine design or maintenance tasks in the future at the request of the Village.

The Vendor will be expected to provide a document that outlines the maintenance and support process.

G. Document Conversion Methodology

The Vendor is required to specify a means for converting Village approved existing content in the current Village website into the new site.

H. Future Enhancements and Technologies

The Village expects its web presence to be constantly evolving as new technologies are developed. In order to meet these changes, the web strategy needs to be flexible enough to enable any future additions to the site.

3. Website Project Phases

The following website project phase outline is provided to demonstrate what the Village anticipates the project will involve. This outline shall be further discussed with the awarded Vendor.

A. Concept

a. Determine Content

- i.** Evaluate existing web content for inclusion within the new site
- ii.** Brainstorm and identify new content
- iii.** Document all content for the new site
- iv.** Document relationships between content for use later during site layout

b. Navigation Structure

- i.** Determine the functional top level navigation tabs
- ii.** Determine sub-level navigation options

c. Acceptance

- i.** Concept report of findings and recommendations
- ii.** Present to management

B. Redesign

a. Functional Specifications

- i.** Detail exactly how the website will operate
- ii.** Specify all deliverables
- iii.** Set specific milestones

b. Design Site Layout

- i. Organize the site structure
 - ii. Determine all the templates needed for various functions
 - iii. Determine a look and feel for the site, including color schemes, graphic elements and navigation tools
 - c. **Mock-up Templates**
 - i. Create visual models of how the user interfaces will operate
 - ii. External web pages
 - d. **Acceptance**
 - i. Present to management
 - ii. Implement suggestions made
 - iii. Final Acceptance
- C. **Development**
 - a. **Create Templates**
 - i. Develop user interface templates for staff to add, change, or delete content
 - b. **Design Online Services**
 - i. Page change notification for users who opt-in for such service. Provide confirmation to user and ability to later opt-out of service.
 - ii. E-Mail list signup for users. Provide confirmation to user and ability to later remove their address from list.
 - c. **Testing**
 - i. Develop user testing
 - ii. Usability testing
 - d. **Acceptance**
 - i. Present to management
 - ii. Implement suggestions made
 - iii. Final Acceptance
- D. **Conversion**
 - a. **Document Conversion**
 - i. Take Village approved current site content and modify for new site
- E. **Implementation**
 - a. **Set Up Online Services**
 - i. Page change notification testing
 - ii. E-Mail list sign-up for user testing
 - b. **Site Testing**
 - i. Usability testing
 - ii. Stress testing
 - c. **Acceptance**
 - i. Present to management
 - ii. Implement suggestions made
 - iii. Final Acceptance
 - d. **Go Live**
 - i. Replace current site with new site
- F. **Training and Support/Maintenance**
 - a. **Train staff**
 - i. Provide training to staff
 - ii. Provide documentation that outlines content management system and maintenance process
 - b. **Support**

- i. Provide support documentation
- ii. List support number and hours of operations
- iii. Process for obtaining and installing updates

ARTICLE IV - TERMS AND CONDITIONS

1. The Village reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
2. The process the Village expects to use for selection is: review of proposals, selection of vendors to participate in an interview and provide an interactive demonstration, request for fee proposal from selected vendors, review of all materials, and contract award by Village Council.

Village of Spring Lake Website Development Proposal

COVER PAGE

Please attach supporting documentation to this cover sheet

Vendor Name: _____

Vendor Address: _____

Contact Name: _____

Phone/E-mail: _____

Cost for Website Development:_____

Cost for On-going Content Management:_____

Date Completed: _____

CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement (the "Agreement") is between the Village of Spring Lake, a Michigan charter village, at 102 W. Savidge Street, Spring Lake, Michigan 49456 (the "Village") and All Shores Wesleyan Church, whose property is titled in the name of West Michigan District of the Wesleyan Church in trust for the use and benefit of the ministry and members of The Wesleyan Church, incorporated under the laws of the State of Indiana as The Wesleyan Church Corporation, at 15550 Cleveland Street, Spring Lake, Michigan 49456 (the "Applicant").

This Agreement is based upon the following facts.

A. The Village has adopted the Village of Spring Lake Zoning Ordinance (the "Zoning Ordinance"), which includes the Village of Spring Lake Zoning Map (the "Zoning Map").

B. The Applicant owns certain property in the Village, which property is located at 214 South Fruitport Road (the "Property"), the legal description of which is attached as Exhibit A to Agreement.

C. The Property is included in the Single Family Residential-A ("SFRA") District of the Zoning Map.

D. The Zoning Ordinance does not allow churches in the SFRA District.

E. The Property is adjacent to other property owned by the Applicant, outside the geographic boundaries of the Village, found at 15550 Cleveland Street (the "Other Property"), on which is located a church.

F. The Applicant intends to use the Property to access its Other Property.

G. The Zoning Ordinance allows churches in the Public and Semi-Public-P ("P") District of the Zoning Map.

H. Under Public Act 110 of the Public Acts of 2006, a landowner may voluntarily offer in writing, and a village may approve, certain conditions which attach to a rezoning of property in that village.

I. The Applicant has submitted, through its authorized representative, a voluntary offer to engage in contract zoning under Act 110.

THEREFORE, the parties agree as follows.

Section 1. Rezoning of the Property. Simultaneous with the approval of this Agreement, the Village shall adopt a Zoning Map Amendment Ordinance (the "Amendment Ordinance"), rezoning the Property from the SFRA District to the P District. This Agreement is contingent upon the Amendment Ordinance taking effect and remaining valid.

Section 2. Conditions of Rezoning. The rezoning of the Property to the P District shall be conditioned upon the Applicant complying with the conditions set forth in the Application for Rezoning, dated July 21, 2015, including its attachments, attached as Exhibit B to Agreement. The attachments to the Application for Rezoning include Attachment 1, Exhibit A, and Exhibit B.

Section 3. Village Findings. The Village finds that the Applicant's offer of conditions does not include uses or developments which are not permitted in the P District.

The Village further finds that the Applicant's offer of conditions bears a reasonable and rational relationship to the Property. Specifically, the Property has historically been used residentially. The Applicant has proposed that the Property, in addition to providing access to the Other Property, will be landscaped and maintained in a manner consistent with the area residences, and will be open to use by area residents, providing access to walking and biking paths along the area waterfront and in the general area, and providing a park-like environment for relaxation by area residents. The Applicant has proposed that it will not install or construct lighting, signage, or buildings on the Property, thus maintaining its park-like appearance.

The Village further finds that the use of the Property as proposed would be compatible with other zoning districts and land uses in the surrounding area, as historically churches located in the P District are located in the Village next to residentially zoned and used property; that no public services or facilities would be significantly or adversely impacted by the use of the Property as proposed, given that the Property will not need public water or public sanitary sewer services, and that traffic exiting the Property would only be sporadic and would not exceed the capacity of Fruitport Road; that the use of the Property as proposed would be equally or better suited to the surrounding area than the uses allowed under the current zoning of the Property in the SFRA District, given that the use of the Property as proposed would promote the top two priorities in the Village's Master Plan making the Village a more walkable, sustainable, and attractive community, and increasing and enhancing waterfront public access; that the conditional zoning would enhance public safety on M-104 as noted by Ottawa County Sheriff Gary A. Rosema in his May 11, 2015 letter; and that the conditional zoning would not be spot zoning, because it would be consistent with the use of the Applicant's adjacent property in the Township and consistent with the Master Plan.

Section 4. Compliance. The development of the Property pursuant to this Agreement shall be subject to compliance with all Federal, State, County, and Village laws and ordinances.

Section 5. Limited Nature of This Agreement. The Applicant acknowledges that this Agreement will not run with the Property if the Other Property is no longer used as a church. In that event, this Agreement shall terminate and the Village shall initiate the process to rezone the Property to the SFRA District and to revoke the driveway permit for the Property.

Section 6. Recording of This Agreement. The Village and the Applicant acknowledge that this Agreement shall be recorded by the Village with the Ottawa County Register of Deeds.

Section 7. Violation of This Agreement by the Applicant. If the Applicant violates or no longer complies with any provision of this Agreement, specifically but not exclusively including the compliance requirements in Section 4, the findings in Section 3, and the conditions in Section 2, that violation shall constitute a violation of the Zoning Ordinance and shall be subject to legal enforcement action and judicial abatement action as provided by law.

Section 8. Acknowledgment by the Applicant. The Applicant acknowledges that no permit or approval shall be granted under the Zoning Ordinance for any use or development that is contrary to this Agreement, specifically but not exclusively including the compliance requirements in Section 4, the findings in Section 3, and the conditions in Section 2.

Section 9. Time Period. The approved development of the Property for use by the Applicant in accordance with this Agreement shall be commenced within _____ after this rezoning has taken effect and shall thereafter proceed diligently to completion. In any event, the completion shall occur not later than _____ after the development is initiated. This time limitation may upon written request be extended by the Village Council if the Village Council finds:

- (a) There is a strong likelihood that the development of this Property in accordance with this Agreement will be commenced or completed within the requested extension, as the case may be; and
- (b) There has not been a change in circumstances that would render the rezoning accomplished pursuant to this Agreement incompatible with other zoning districts and land uses in the surrounding area or otherwise inconsistent with sound zoning policy.

Section 10. Reversion of Zoning. If the development of the Property in accordance with this Agreement does not occur within the time frame or an extension of the time frame as described above, then the Property shall revert to its former zoning classification in the SFRA District. The reversion shall be initiated by the Village Council, which shall request that the Planning Commission hold a public hearing on the reversion of the zoning of the Property and make a recommendation to the Village Council. The procedure for considering and accomplishing this reversionary rezoning shall be the same as applies to all other rezoning requests.

Section 11. Subsequent Rezoning of the Property. If the Property is subsequently rezoned to a different zoning classification or to the P District but subject to the terms of a different agreement or no agreement at all, the terms of this Agreement shall cease to be in effect.

Section 12. Amendment of this Agreement. This Agreement may be amended in the same manner that the Property was rezoned to the P District pursuant to the terms of this Agreement.

Section 13. Village's Right to Rezone. Nothing in this Agreement shall prohibit the Village from rezoning all or any portion of the Property to another zoning classification. Any such rezoning shall be conducted in compliance with the Zoning Ordinance and Act 110.

Section 14. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties and their permitted successors. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between parties, and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

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

WITNESSES:

ALL SHORES WESLEYAN CHURCH

By: _____

Julie Burns
Its: Operations Director

By: _____

Its: Trustee

VILLAGE OF SPRING LAKE

By: _____
Jim MacLachlan, Village President

By: _____
Marv Hinga, Village Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2015, by Julie Burns and _____, respectively the Operations Director and Trustee, authorized officials of All Shores Wesleyan Church.

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

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2015, by Jim MacLachlan and Marv Hinga, respectively the President and the Clerk of the Village of Spring Lake, a Michigan charter village, on behalf of the Village.

Prepared by:
Ronald A. Bultje (P29851)
Scholten Fant
P.O. Box 454
100 North Third
Grand Haven, MI 49417-0454
Telephone: (616) 842-3030

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

EXHIBIT A TO AGREEMENT

Legal Description for Parcel Number: 70-03-14-377-007:

Lot 20 Roseland Sub

EXHIBIT B TO AGREEMENT

APPLICATION FOR REZONING
VILLAGE OF SPRING LAKE
PLANNING DEPARTMENT
102 WEST SAVIDGE STREET, SPRING LAKE, MICHIGAN 49456
PH: 616-842-1393 FAX: 616-847-1393
www.springlakevillage.org

Date: July 21, 2015

Applicant Name: All Shores Wesleyan Church Applicant Phone: 616-402-6139

Applicant Address: 15550 Cleveland Street, Spring Lake, MI 49456

Owner Name: All Shores Wesleyan Church Owner Phone: 616-402-6139

Owner Address: 15550 Cleveland Street, Spring Lake, MI 49456

Address of Property to be Rezoned: 214 S. Fruitport Road

Parcel ID # 70-03-14-377-007

Current Zoning: Single Family Residential - A Proposed Zoning: Public and Semi-
Public - P

Explain the reason for the rezoning request and how the rezoning conforms with the goals and policies of the Village Master Plan. Use additional sheets if necessary to explain your request.

See attachment 1

Applicant's Signature: Julie Burns Owner's Signature: Karen K Benson
Operations Director Trustee

Application for rezoning must include a map of the surrounding properties within 300 feet of the property to be rezoned indicating the zoning district of those properties. A survey and legal description of the property to be rezoned must also be provided with the application.

Attachment 1
Application for Rezoning
Village of Spring Lake
All Shores Wesleyan Church Applicant
Parcel Number: 70-03-14-377-007

This Application is being made to provide an alternate means of approving the Applicant's permitted driveway. Approval of this application would require public input and include conditions that more fully assure the Village and surrounding property owners of the nature and extent of the Applicant's proposed driveway. The Applicant makes this application without prejudice to and reserves its rights under existing permits and zoning law. Nothing in this application is intended nor should it be interpreted or construed as suggesting or implying that the Applicant's existing permits if complied with are not sufficient for construction and use of its proposed driveway under existing zoning. Therefore the Applicant makes this conditional rezoning request in accordance with Section 405 of the Michigan Zoning Enabling Act and voluntarily offers the following conditions to rezoning the property to Public and Semi- Public District - P:

1. The property which is the subject of this rezoning request is located in the Village of Spring Lake, Ottawa County, Michigan and more fully described as Lot 20 of Roseland Subdivision according to the recorded plat thereof, as recorded in Liber 10 of Plats on Page 13 (the "Fruitport Road Lot").

2. A drawing showing location of the Fruitport Road Lot and surrounding properties within 300 feet together with an indication of the zoning district of those properties is attached as Exhibit A.

3. The Fruitport Road Lot will be used only as a driveway (the "Fruitport Driveway") between S. Fruitport Road and the adjacent property owned by the Applicant commonly known as 15550 Cleveland Street, formerly Parcels Numbered 70-13-14-400-035 and 70-03-14-400-076 (the "ASWC Campus"), and for the extension of the Spring Lake Township Non-Motorized Trail and pedestrian crosswalk connecting Fruitport Road to the Krueger Street Trail.

4. The Fruitport Driveway shall not be used as a means of ingress or egress from Fruitport Road to any property other than the ASWC Campus.

5. In the event the use of the ASWC Campus changes to a use other than a church and related facilities then the zoning of the Fruitport Road Lot shall revert to SFR-A and the driveway permit shall be deemed revoked.

6. The Applicant shall at all times maintain the two access drives to the ASWC Campus on M-104 and allow both east bound and west bound traffic to enter the ASWC Campus from M-104.

7. The Fruitport Driveway will be engineered to be compatible with and part of a cohesive project that also extends the Spring Lake Township Non-Motorized Pathway and related crosswalk from Krueger's Street to Fruitport Road.
8. The Applicant shall comply in all respect with the December 18, 2014 Driveway Permit issued by the Village.
9. The Fruitport Driveway shall be located substantially as shown on the drawing attached as Exhibit B.
10. The Applicant shall landscape the Fruitport Road Lot substantially shown on Exhibit B and maintain all landscaping in a manner consistent with landscape maintenance in an SFR-A Zoning District.
11. The Applicant shall not install or permit to be installed any lighting or signage on the Fruitport Road Lot.
12. The Fruitport Driveway shall not require site plan review.

The Applicant believes this request conforms to the goals and policies of the Village Master Plan for the following reasons:

1. The plan for the proposed Fruitport Driveway and extension of the Non-Motorized Vehicle Path (the "Collaborative Plan") was made as the result of collaborative efforts of the Applicant, the Village, Spring Lake Township, Ottawa County Road Commission, Michigan Department of Transportation and the Ottawa County Sherriff's Department. This is in accord with the purpose of the Master Plan which provides "Master Plans are intended to help guide everyday decisions and to help us work better with neighboring jurisdictions in land use planning and mutual master plan implementation" (Page 4).

2. The highest prioritized area to work on identified in the Master Plan is:

Quality of Life: Be a walkable, sustainable and attractive community (Page 22).

3. The number one strategy under the Quality of Life chapter of the Master Plan is to create a Walkable Community which reinforces healthy activities "such as walking and bicycling". (Page 24)

4. The Collaborative Plan will make the ASWC Campus and the Path accessible to Village residents on foot or on non-motorized vehicles expanding regional opportunities for walking and bicycling for Village residents and others.

5. The second highest prioritized area to work on in the in the Master Plan is:

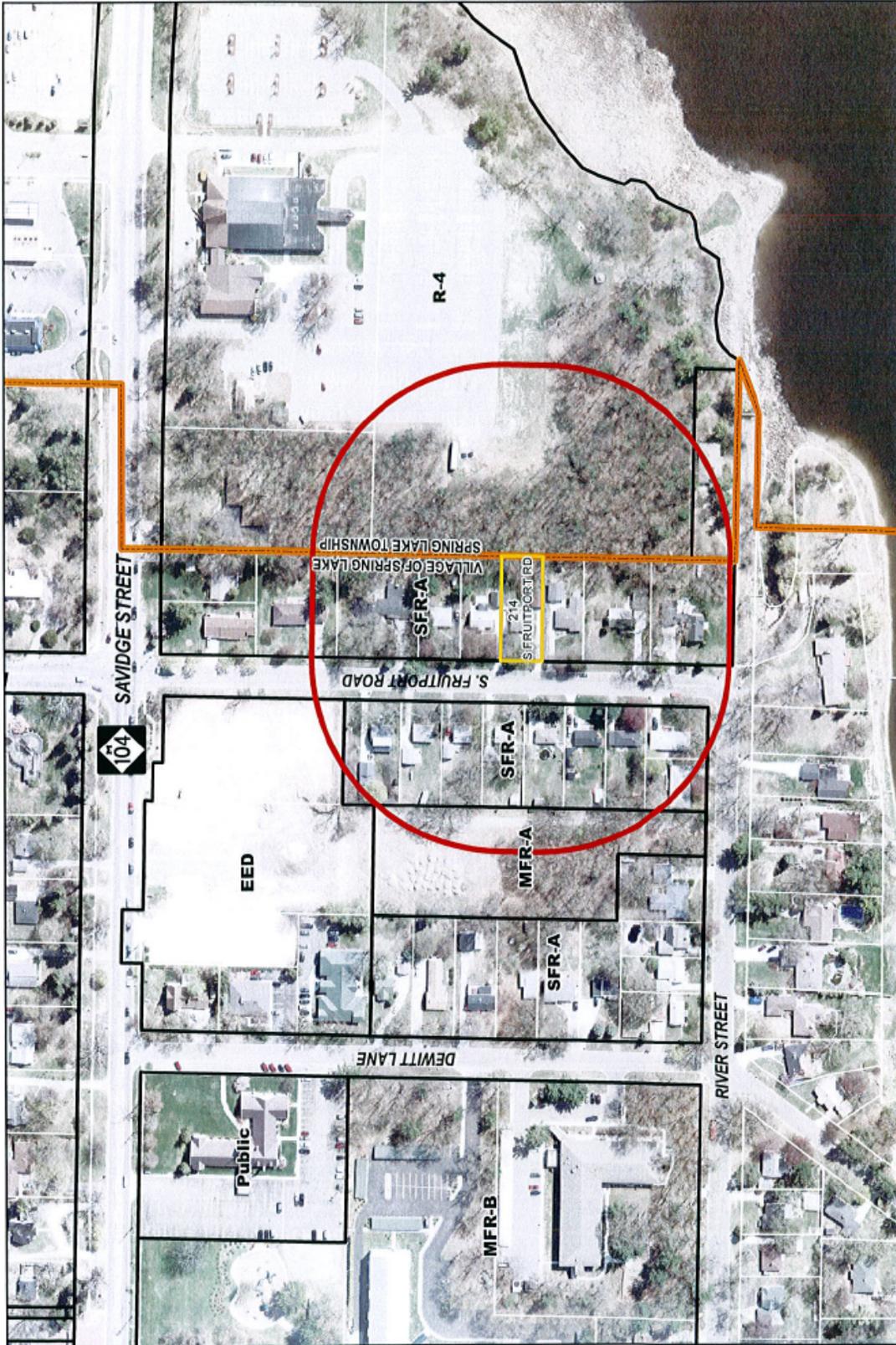
Waterfront and Environment: Increase and enhance waterfront public access. (Page 29)

6. The Collaborative Plan expands waterfront access and views for residents of the Village and the region and preserves the natural environment by protecting mature trees along M-104

Title and Representation

In accordance with *The Discipline of the Wesleyan Church*, the Fruitport Road Lot will be titled in the name of West Michigan District of the Wesleyan Church in trust for the use and benefit of the ministry and members of The Wesleyan Church, incorporated under the laws of the state of Indiana as The Wesleyan Church Corporation, subject to *The Discipline*, regulations and appointments of said Church as from time to time legislated and declared. Leadership of the All Shores Wesleyan Church is authorized to make this application and bind the West Michigan District of the Wesleyan Church to all commitments made in the rezoning process. Our legal council is Joel G. Bouwens and Cunningham Dalman PC, 321 Settlers Road, Holland, MI 49423. Please copy them on all communications and notices with regard to this request. E-mail joel@holland-law.com. Phone 616-392-1821.

Exhibit A
All Shores Wesleyan Church
Application for Conditional Rezoning



ALL SHORES WESLEYAN CHURCH
OTTAWA COUNTY, MI

214 S. FRUITPORT ROAD

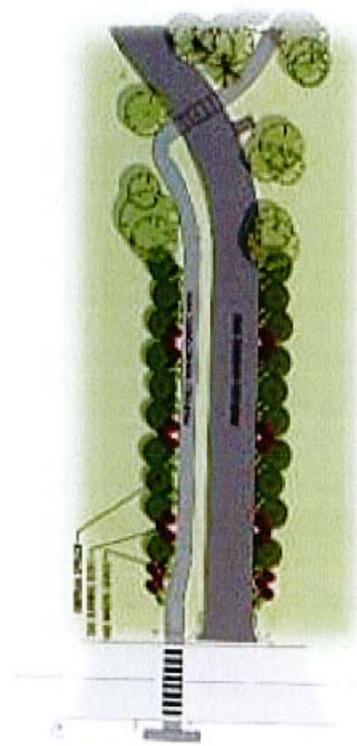
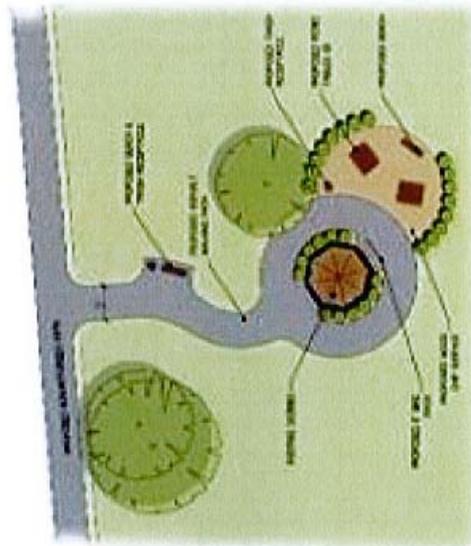
Premis & Newhof
2150192

Spring Lake Township Zoning
R-1: Low Density Residential
R-2: Medium Density Residential
R-4: High Density Residential
NC: Neighborhood Commercial
GC: General Commercial

Village of Spring Lake Zoning
SFR-A: Single Family Residential
MFR-A: Multi-Family Residential
MFR-B: Multi-Family Residential
I-PUD: Industrial Planned Unit Development
EED: Eastern Entryway District
EED PUD: Eastern Entryway District PUD



Exhibit B
All Shores Wesleyan Church
Application for Conditional Rezoning



LL SHORES WESLEYAN CHURCH

CONCEPT PL
 progressive

ORDINANCE NO. _____

ZONING MAP AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND CERTAIN PORTIONS OF THE ZONING ORDINANCE AND MAP OF THE VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MICHIGAN, FOR THE PURPOSE OF ESTABLISHING A PUBLIC AND SEMI-PUBLIC P DISTRICT.

THE VILLAGE OF SPRING LAKE, COUNTY OF OTTAWA, AND STATE OF MICHIGAN, ORDAINS:

Section 1. Amendment. The Zoning Ordinance and Map of the Village of Spring Lake, Ottawa County, Michigan, incorporated by reference in the Zoning Ordinance for the Village of Spring Lake, is amended so that the lands described below shall be zoned as and included in the Public and Semi-Public P District on the Zoning Map. The lands are described as being in the Village of Spring Lake, Ottawa County, Michigan, and they are specifically described as follows:

Lot 20 Roseland Subdivision. (Parcel Number 70-03-14-377-007).

Section 2. Contract Zoning. The amendment to the Zoning Map is conditioned upon a Contract Zoning Agreement between the Village and All Shores Wesleyan Church, draft date of _____, 2015, which has been recorded with the Ottawa County Register of Deeds.

Section 3. Effective Date. This Amendment to the Village of Spring Lake Zoning Ordinance was approved and adopted by the Council of the Village of Spring Lake, Ottawa County, Michigan on _____, 2015. This Ordinance shall be effective on _____, 2015, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment Ordinance in the Grand Haven Tribune, as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 403 of Act 110, as amended.

James MacLachlan
President

Marv Hinga
Clerk

CERTIFICATE

I, Marv Hinga, the Clerk of the Village of Spring Lake, Ottawa County, Michigan, certify that the foregoing Village of Spring Lake Zoning Map Amendment Ordinance was adopted at a regular meeting of the Village Council held on _____, 2015. The following members of the Village Council were present at that meeting:

_____.

The following members of the Village Council were absent: _____

_____.

The Ordinance was adopted by the Village Council with members of the Council

voting in favor and members of the Council _____

voting in opposition. The Ordinance was published as required by law on _____, 2015.

Marv Hinga, Clerk
Village of Spring Lake

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 shared 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 _____, 2015, and extend for a term of one year from the commencement date. This License shall automatically renew for successive one year terms unless it is terminated in writing by either party thirty (30) days prior to the expiration of the term. 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 the Village, its successors and assigns, a License Fee of one (1) dollar to cover the initial term of the License, payable upon execution of this Agreement. The License Fee for any renewal term may be negotiated between the Owner and the Village at the request of either party, at least (30) days prior to the renewal of this License as described in Section 2 above. The Owner shall, upon execution of this Agreement, reimburse the Village for the costs and expenses it incurred in preparing this Agreement, which costs shall not exceed the sum of Three Hundred and No/100 (\$300.00) Dollars.

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. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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 ____ day of _____, 2015.

Signed in the Presence of:

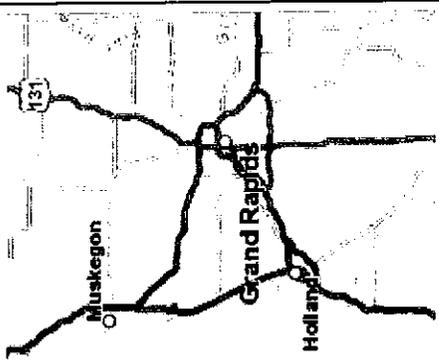
VILLAGE OF SPRING LAKE
a Michigan Municipal Corporation

By: _____
Jim MacLachlan
Its: President

By: _____
Marv Hinga
Its: Clerk/Treasurer

FIVE TEN PROPERTIES, LLC
A Michigan Limited Liability Company

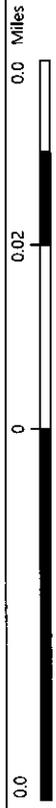
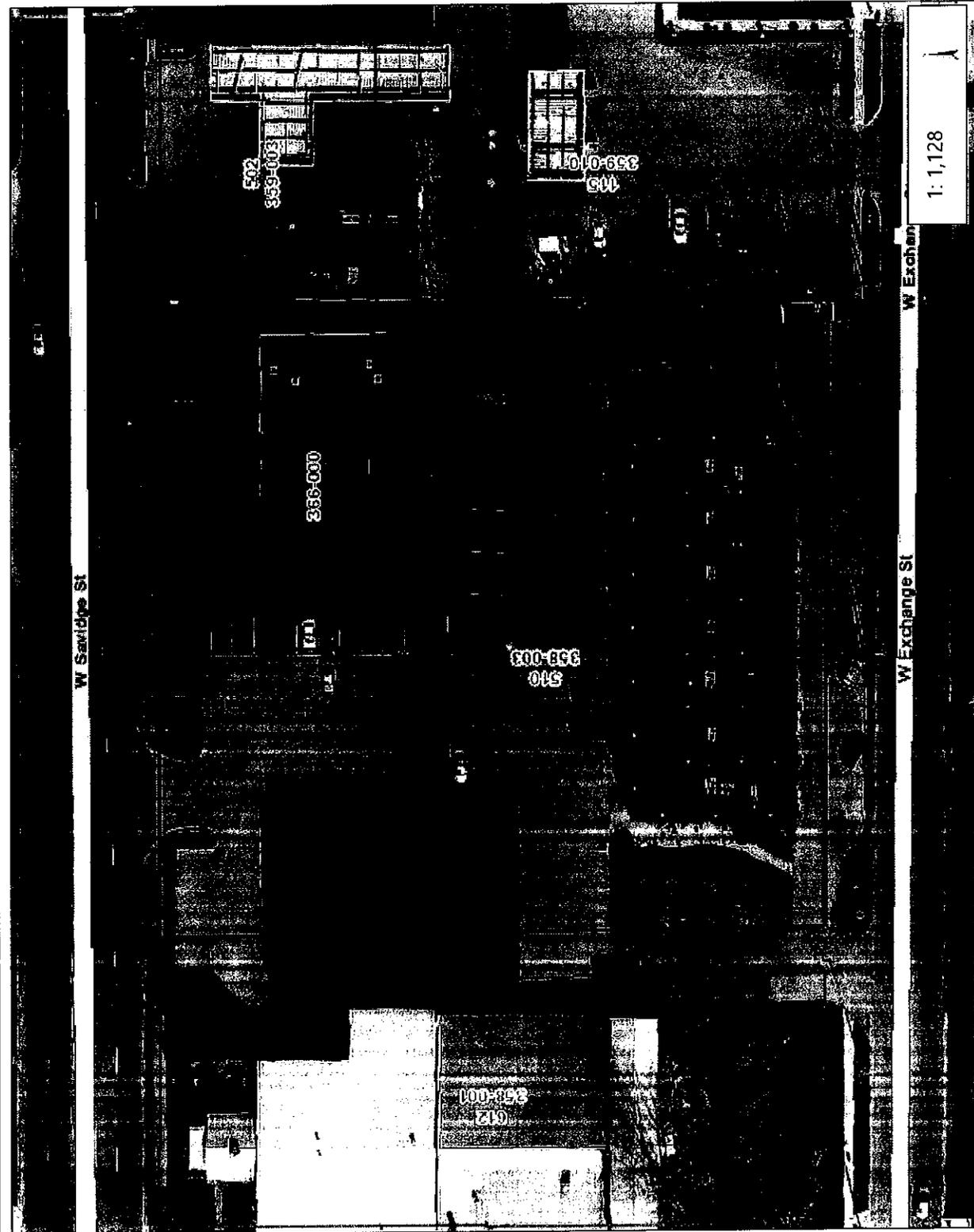
By: _____
Greg Oleszczuk
Its: President



Legend

- Parcels with Condos 6000

Notes



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Christine Burns

From: Bob McCulloch <bob@mcculloch-mail.com>
Sent: Monday, October 05, 2015 10:02 AM
To: 'Erik Poel'; Christine Burns; 'Curt Brower'; 'Michele M. Yassenak'; 'Gord & Claire (Rooks) Groenevelt'; '<SLSSandi@hotmail.com>'
Cc: Roger Belknap; 'Megan Doss'; Maryann
Subject: Resignation

Hi all,

As many of you know, Renee and I sold our home in Spring Lake. We closed on that sale on September 18.

We have purchased a Condo in Grand Haven in the Zephyr. We moved into our new home on September 25.

As a result, I am forced to resign from the Spring Lake Village Parks and Rec Board. I have enjoyed working with all of you and wish you the best as you continue your journey into the future.

Thanks for all of your cooperation and support.

Bob McCulloch

Christine Burns

From: Darcy Dye <dlenzgrinden@gmail.com>
Sent: Thursday, October 08, 2015 11:09 AM
To: Christine Burns
Subject: Resignation

Dear Chris,

This is a note to let you know that I am resigning from the Beautification Committee, effective October 8, 2015. I want to invest what volunteer time I have available to work with Sylvia Ruscett on getting an Adopt-a-Garden program up and running by spring of 2016.

Sincerely,

Darcy J. Dye
P.O. Box 182
Spring Lake, MI 49456
(616) 296-0957

Christine Burns

From: ron ruscett <roncett@gmail.com>
Sent: Thursday, October 08, 2015 7:00 PM
To: Christine Burns
Subject: Resignation

To Spring Lake Village Manager Christine Burns..

Dear Chris...I wish to resign from the Beautification Committee effective October 9, 2015. Sylvia Ruscett

Village of Spring Lake

B. ELLIOT GRYSEN, M.D., J.D.

ATTORNEY AND COUNSELOR AT LAW

SEP 28 2015

Received

806 RIVER STREET

SPRING LAKE, MICHIGAN 49456-1953

www.grysen.com

(616) 847-2121

FAX (616) 847-6208

grysenlawfirm@grysenlaw.com

September 28, 2015

VIA FAX

Village Council Members
Village of Spring Lake
102 W Savidge Street
Spring Lake, MI 49456

RE: APPEAL OF PETITIONERS Amended Freedom of Information Request for Public Records Michigan Freedom of Information Act, Public Act 442 of 1976 MCL15.231, et. seq.

Dear Village Council Members:

Please consider this a formal appeal of the Village of Spring Lake's recent responses to my requests for the documents described below.

The following public records in the possession or control of the Village of Spring Lake, starting January 1, 2014:

All records related to Spring Lake Village's complaints received, investigation, internal communications within the administration, external communications to any other party, decision making and form of decision, involving the issuance of the State of Michigan Uniform Municipal Civil Infraction Citation No. 0105 by Lukas Hill on Bernard Grysen regarding failure to register home occupation. This includes all minutes of any meetings, official voting records, legal opinions, letters from Spring Lake Village to any party or received by Spring Lake Village involving this issuance, emails from Spring Lake Village to any party or received by Spring Lake Village, internal e-mails from any employee or agent of Spring Lake Village, external e-mails from any employee or agent of Spring Lake Village, text messages from any employee or agent of Spring Lake Village, involving this issuance, notes, or any other means of recording meaningful content. I also request a copy of all provisions of the Village of Spring Lake's Zoning Ordinance in effect in 1993 relating to home occupations or the regulation of home occupations.

This request should include, but not be limited to, all documents shared with the Spring Lake Village Council by the Village Manager as reported by the Grand Haven Tribune, as well as all communications that originated with Chris Burns to any other person in any format including e-mails and text until the current date regarding this issuance or Mr. Grysen.

Please note that the original response did not include or identify the person who is alleged to have made a complaint to Chris Burns on or about June 1, 2015. It appears this information was blacked out and this information is subject to the FOIA.

Village of Spring Lake
September 28, 2015
Page Two

Please note that the original response did not include or identify the person who is alleged to have made a complaint to the Deputy Clerk, MaryAnn Fonkert, on or about June 23, 2015. It appears this information was blacked out and this information is subject to the FOIA.

Please note that the original response does not include any text messages from any person regarding this issue. On information and belief text messaging was used by one or more village employees to communicate on this issue.

Please note that the original response does not include any messages from the Village Manager, Chris Burns, after August 10, 2015. On information and belief several emails or text messages were sent by Chris Burns after August 10, 2015 on this issue. In particular, during the Village Council Meeting of August 17th, during my presentation and thereafter it was observed that the Village Manager was frequently using her smart phone to communicate with other individuals and it was reported by the Grand Haven Tribune that she was circulating letters on the issue to the Village Council.

All of this information above is subject to FOIA and was not provided.

This is a formal appeal to you as the Village Council of the Village of Spring Lake. You have ten days in which to respond to this appeal.

I am responsible for any reasonable fee related to the copying of these documents. If any document is not provided I am requesting a full explanation of the reasons for the denial and a complete listing of any such documents withheld.

Please provide copies to:

Bernard Elliot Grysen
806 River Street
Spring Lake, MI 49456
Ph 616-847-2121
Fax 616-847-6208
Email: Elliot@grysenlaw.com

Please contact me directly with any questions or when additional documents are available and I will pick them up. Thank you.

Sincerely,



B. Elliot Grysen, M.D., J.D.

BEG/nsd

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

Wednesday October 14, 2015

TIME

1:30 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

COMMENTS

Failure to Register Home O
Spring Lake/Ferrysburg
Defense Attorney:
MARK HILLS

TO:

LUKAS HILL E
Spring Lake/Ferrysburg
102 W. SAVIDGE STREET
Spring Lake MI 49456-0001

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

9/22/15
Date

Marie Arnold
Assignment Clerk/Deputy Clerk (616/846-8281)

mill point park use

Mary Paparella

From: Kelli Blanchard [kelli.m.blanchard@gmail.com]
Sent: Monday, September 14, 2015 7:34 PM
To: Mary Paparella
Subject: Relay for Life at Mill Point Park

Mary-

I had inquired about making a reservation at Mill Point Park for Saturday, May 21, 2016 for Relay for Life of TriCities. However, I was looking for a little more than what is normally available, so you asked me to email about what our group would need.

First, let me briefly explain what a typical Relay for Life event entails. A classic Relay event involves participants taking turns walking around a track for 24 hours. The event involves ceremonies to celebrate cancer survivors and their caretakers, as well as honor those who have lost their battle. Participants raise funds for the American Cancer Society before and during the Relay event.

Relay for Life of TriCities wants to shake things up a bit this year. After a few years of decline in both participation and funds raised, we are looking to make some major changes. We want to shorten our event to 6 hours and move it to Spring Lake. Our event has previously been held in Grand Haven, but we feel that bringing our event to Spring Lake may assist in our need to "start fresh."

While the exact details will be worked out after our location is secured, I can tell you what about our general plan. As far as time, we would be looking at beginning our set-up around 3:00. The event itself would begin at 5:00 and run until 11:00. Then we would take the next hour or so to break down and clean up. The biggest reason for the later time frame would be to accommodate our luminaria ceremony. While we are not sure that this will necessarily be a part of our event, we would like to be able to have it as an option, and it is usually held after sunset. If these times do not work, we would be more than willing to shift. We do, however, want to make sure the event will be able to run for 6 hours.

In regards to activities and what exactly will take place during our event, we have yet to decide. There will most likely be music, in the form of a live band, a DJ, or both. Some of our teams may be selling items to raise funds for the American Cancer Society. We will be serving our Survivors and their Caregivers a meal or dessert of some variety after we honor them during the Survivor Ceremony. This food will be free of charge to all of the registered Survivors and one caregiver of their choosing.

At this time, we have no idea what the number of participants will be. This year is our "make it or break it" year. We will be using all of the resources we can to advertise and recruit members of the

community to join. If we can make this event a success, we hope to grow every year. Our goal is to bring in as many people as we can!

Please let me know if you have any questions. I apologize that there are currently a lot of “unknowns.” But please be assured, our leadership team will be more than willing to work with the Village closely, if there are any concerns. Thank you for taking the time to consider our request. I am truly hoping that this will work out and that our move to Spring Lake can be the beginning of an incredible annual event.

Thank you,

Kelli Blanchard, Experience Lead

TriCities Relay for Life

**BARBER SCHOOL COMMUNITY BUILDING
RENTAL AGREEMENT
102 W. Exchange, Spring Lake MI 616-842-1393**



RESERVATION DATE: 12 / 18 / 15 RESERVATION TIME: 6pm to 10pm
NAME OF LESSEE*: Cruise & Travel Experts / Karla Constantine
ADDRESS: 301 W. Sarawidge
CITY/STATE/ZIP: SL 49456
HOME: (616) 837-6896 CELL: (616) 2402-0625
EMAIL ADDRESS: Karlac @ cruiseandtravelexperts.com

**This person must be on-site for the duration of the event and will be held liable for any and all damages to the facility.*

RENTAL: GREAT ROOM: MEETING ROOM: COVER MURAL: YES / NO
WILL ALCOHOL BE SERVED: YES / NO IF YES, SEE FOOD & ALCOHOL RULES
TOTAL HOURS TO BE UTILIZED: 4-5 hrs.
(Include Set-up & Clean-up time)
Total of Rental Fees: \$ 150 + 50 Check # _____ Date Paid _____
Security Deposit: \$ 200.00 Check # _____ Date Paid _____
Total: \$ 400.00

Please make separate checks payable to: Village of Spring Lake. Checks must be written on an account containing the Lessee's name and address. Rental rates are established by Council. You will be charged the rate in effect the date of the event, not the date the application is submitted.

I (Lessee) have read and received a copy of all of the Rental Guidelines (X) and clearly understand what my responsibilities and duties are. I (Lessee) assume responsibility for proper payment of all charges outlined above and agree to pay in full. I understand that by signing below, I (Lessee) am the responsible party and will be present during the entire event. If any additional costs are incurred during the time of event, the Barber School Community Building will bill for those services and/or items. I agree to comply with all RULES & REGULATIONS or may be subject to forfeiture of my security deposit.

SIGNATURE OF LEASSEE Karla Constantine DATE 10 / 7 / 15
VILLAGE LEASING AGENT'S SIGNATURE _____ DATE ____ / ____ / ____

<i>Office Use Only</i>
Key Color _____
Security Deposit Returned _____
Check # _____

Validation ~ Register Imprint

BARBER SCHOOL COMMUNITY BUILDING - FY 14/15

<u>Date</u>	<u>Income</u>	<u>Description</u>	<u>Day</u>	<u>Evening</u>	<u>Type</u>
07/12/14	\$120.00	Faith Falkowski	4		1
07/13/14	\$120.00	Dr. James Griswold		4	1
07/20/14	\$120.00	Gail Brye	4		1
07/27/14	\$180.00	Erik Hayenga	7	6	1
09/28/14	\$120.00	Samantha Cutler	5		1
10/19/14	\$120.00	Angela Zander	4.5		1
11/01/14	\$180.00	Water's Edge Boutique		5	1
11/02/14	\$120.00	Brea Warden	5		1
11/08/14	\$180.00	Debbie Parker - wedding	9	4	1
11/09/14	\$120.00	Donna Nickolas	5		1
11/15/14	\$180.00	Evelyn Queenan - 80th birthday party	5	5	1
12/19/14	\$120.00	Dan Nash - family Christmas party		5	1
12/20/14	\$180.00	Meeghan Mooney - family Christmas party	5	5	1
12/21/14	\$120.00	DiAnne Metternich - family Christmas party	5		1
01/15/15	\$60.00	Traci Boon - wedding rehearsal		2	1
01/16/15	\$180.00	Traci Boon - wedding	9	4	1
01/24/15	\$120.00	Matt Paparella - annual euchre party		5	1
02/21/15	\$120.00	Tim Bench		5	1
03/14/15	\$120.00	Michele Yasenak	5		1
03/15/15	\$120.00	Greg Dekker	3	2	1
03/25/15	\$60.00	Karla Constantine - annual ski meeting		2	1
04/24/15	\$120.00	Barrett Boat Works	1	4	1
04/26/15	\$120.00	Amy Forman - shower	5		1
05/17/15	\$120.00	Michelle Mitchell	5		1
05/31/15	\$120.00	Sandy Schmitt	5		1
06/06/15	\$180.00	Mr. Gallagher	4	4	1
06/07/15	\$120.00	Deborah D'Oyly	5		1
06/14/15	\$180.00	Leigh Ann Soto	4	4	1
TOTAL	\$3,720.00		104.5	66	

<u>Date</u>	<u>Income</u>	<u>Community Organizations/Non-Profit</u>	<u>Day</u>	<u>Evening</u>	
09/27/14	\$20.00	Marina Bay Condo Association	4		2
10/25/14	\$20.00	Spring Lake Villas Condo Association	4		2
11/16/14	\$20.00	Bayanihan Filipino-American Outreach	4	1	2
12/05/14	Exempt	Boy Scouts Troop #14		3	2
12/09/14	\$20.00	Chamber of Commerce	7		2
12/12/14	\$20.00	St. Mary's Jr. High Dance	7	5	2
01/10/15	\$20.00	Heaven Can Wait		4	2
01/23/15	\$20.00	Village of Hemlock Ridge Condo Assoc meeting		1	2
02/26/15	\$20.00	Spring Lake Boys Swim Team	2.5	4	2
03/18/15	\$20.00	Senior Resources	8		2
03/19/15	\$20.00	Senior Resources	8		2
03/25/15	\$20.00	Senior Resources	8		2

03/26/15	\$20.00	Senior Resources	8		2
04/29/15	\$20.00	Grand Haven Area Convention Visitors Bureau	5		2
06/08/15	\$20.00	Pigeon Creek Shakespeare Company		4.5	2
06/09/15	\$20.00	Pigeon Creek Shakespeare Company		4.5	2
06/10/15	\$20.00	Pigeon Creek Shakespeare Company		4.5	2
06/11/15	\$20.00	Pigeon Creek Shakespeare Company		4.5	2
TOTAL	\$340.00		65.5	36	

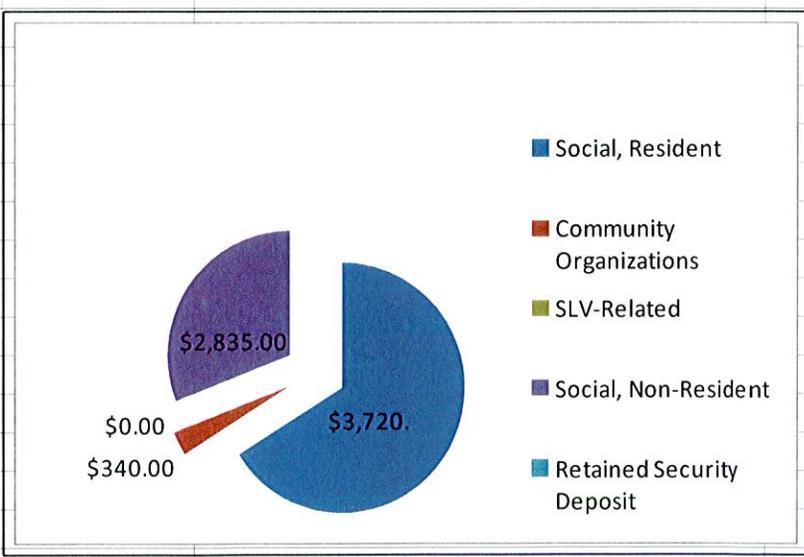
<u>Date</u>		<u>Village-Related</u>	<u>Day</u>	<u>Evening</u>	
07/21/14		Council Meeting		0.75	3
07/22/14		Planning Commission Meeting		1.75	3
08/18/14		Council Meeting		1.0	3
09/15/14		Council Meeting		0.75	3
10/20/14		Council Meeting		0.75	3
10/28/14		Planning Commission Meeting		1.25	3
11/17/14		Council Meeting		0.5	3
11/25/14		Planning Commission Meeting		1.5	3
12/02/14		Council Meeting		1.5	3
12/15/14		Council Meeting		0.5	3
01/19/15		Council Meeting		1.5	3
02/16/15		Council Meeting		0.5	3
02/24/15		Planning Commission Meeting		0.5	3
03/16/15		Council Meeting		0.75	3
3/24/15		Planning Commission Meeting		1.25	3
4/20/15		Council Meeting		0.75	3
04/28/15		Planning Commission Meeting		1.75	3
05/18/15		Council Meeting		2.5	3
06/15/15		Council Meeting		2.75	3
06/23/15		Planning Commission Meeting		0.75	3
TOTAL				23.25	

<u>Date</u>		<u>Social, Non-Resident</u>	<u>Day</u>	<u>Evening</u>	
07/19/14	\$290.00	Vicky Zoet	9	5	4
08/15/14	\$90.00	Fay Johnson		2	4
08/16/14	\$275.00	Fay Johnson	9	7	4
09/12/14	\$90.00	Victoria Grant - rehearsal		2	4
09/13/14	\$275.00	Victoria Grant - wedding	9	7	4
09/14/14	\$90.00	Victoria Grant - clean up	2		4
10/01/14	\$90.00	The Gleason Center		2	4
10/03/14	\$90.00	Tim Bottema - wedding rehearsal		2	4
10/04/14	\$295.00	Tim Bottema - wedding & use of meeting room	9	7	4
10/08/14	\$90.00	The Gleason Center		2	4
10/10/14	\$90.00	Carter - wedding rehearsal		2	4
10/11/14	\$200.00	Carter - wedding	4	1	4
10/15/14	\$90.00	The Gleason Center		2	4

10/22/14	\$90.00	The Gleason Center		2	4
12/14/14	\$200.00	Tammy Bond	5		4
03/21/15	\$200.00	Michelle VanLangevelde	3	2	4
05/29/15	\$90.00	Rick & Leslie Yonker		2	4
5/30//15	\$200.00	Jim Pancy	4	1	4
TOTAL	\$2,835.00		38	43	

Income

Social, Resident	\$3,720.00
Community Organizations	\$340.00
SLV-Related	\$0.00
Social, Non-Resident	\$2,835.00
Retained Security Deposit	\$0.00
Refunded Rental Rate Fee	\$0.00
2014/2015 Annual Expenses	\$21,892.45
2014/2015 Net Income Received	\$6,605.00
376.25Hours Used	



Village: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Village of Spring Lake, Ottawa County
102 West Savidge Street
Spring Lake, MI 49456
Phone: (616) 842-1393

Denial Form

Notice of Denial of FOIA Request

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: 1 Date Received: 09/30/15 Check if received via: Email Fax Other Electronic Method
Date of This Notice: 10/06/15 Date delivered to junk/spam folder: _____
(Please Print or Type) Date discovered in junk/spam folder: _____

Name	<u>Tanya E.</u>	Phone	
Firm/Organization	<u>American Transparency</u>	Fax	
Street	<u>POBox 970999</u>	Email	<u>michigan@openthebooks.com</u>
City	<u>Boca Raton</u>	State	<u>FL</u> Zip <u>33497-0999</u>

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis

Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
 Deliver on digital media provided by the Village: _____

Record(s) You Requested: (Listed here or see attached copy of original request)

All OR Part of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact _____ at _____

Reason for Denial:

1. Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection _____ (insert number), because: _____

2. Record Does Not Exist: This item does not exist under the name provided in your request or by another name reasonably known to the Village. A certificate that the public record does not exist under the name given is attached. If you believe this record does exist, provide a description that will enable us to locate the record: no records in the format requested

3. Redaction: A portion of the requested record had to be separated or deleted (redacted) as it is exempt under FOIA Section 13, Subsection _____ (insert number), because: _____

A brief description of the information that had to be separated or deleted: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the Village Council or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the Village has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: Christine Burns Date: 10/06/15

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A Council or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that Council or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015

Marv Hinga

Subject: FW: FOIA Request

From: michigan@openthebooks.com [mailto:michigan@openthebooks.com]
Sent: Wednesday, September 30, 2015 3:52 PM
To: michigan@openthebooks.com
Subject: FOIA Request

DATE: 9/30/2015

Dear Open Records Compliance Officer,

Pursuant to the Open Records Act/Freedom of Information Act, this is a request for a copy of the following records: **An electronic copy of any and all employees for years of 2013 and 2014, (fiscal or calendar year). Each employee record should contain the employer name; employer zip code; year of compensation; first name, middle initial, last name; hire date (mm-dd-yyyy); gross annual (fiscal or calendar) wages (including but not limited to salary, over-time wages); position; etc.** (etc.: means any other public data available, as to not require the agency to have to remove data from existing records.) This data should be broken down by **employer, employee and year.**

The principal purpose of this is to make this information more accessible to the public and to access and disseminate information regarding the health, safety, and welfare of the general public. This request is not principally for personal or commercial benefit. Our agency is just exercising the general rights of the public. For these reasons, we are requesting a waiver of fees. If there is a charge for this service, please obtain my approval in writing prior to proceeding with request.

All documents can be e-mailed to Michigan@openthebooks.com or mailed in electronic format (preferred format would be .csv or .xls). If any documents are not provided in the format specified, please provide the state or federal statutes relied upon for that decision. If any record or portion of a record responsive to this request is contained in a record or portion of a record deemed unresponsive to the request, I would like to inspect the entire document. Under the Open Records Act/Freedom of Information Act, all non-exempt portions of any partially-exempt documents must be disclosed. If any records or portions of records are withheld, please state the exemption on which you rely, the basis on which the exemption is invoked, and the name of the individual responsible for the decision.

Thank you for your prompt consideration of my request. If you have any questions, or if I can be of any assistance, please e-mail me at Michigan@openthebooks.com.

Sincerely,

Tanya E., Associate Program Manager
American Transparency
P.O. Box 970999
Boca Raton, FL 33497-0999

October 2, 2015

CITY OF GRAND HAVEN
Planning & Community Development Department

20 N Fifth Street
Grand Haven, MI 49417
Phone: (616) 847-3490
Fax: (616) 842-2051



DATE: October 6, 2015

SUBJECT: Notice of Intent to Amend the City of Grand Haven Master Plan

This notice is to inform you that the City of Grand Haven is amending our master plan to include an update of all major sections in response to a year-long planning effort called Resilient Grand Haven.

In accordance with Section 39 of the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3839, this notice is to inform our neighboring local governments, planning entities, and any public utilities and railroad companies of the City of Grand Haven's intent to amend our master plan. The City of Grand Haven Planning Commission welcomes your cooperation and comments on the proposed plan.

The proposed plan is posted and available free of charge on the project website at: http://www.resilientmichigan.org/ghaven_plan.asp. If you would like to receive a printed copy of the amendment, please submit a written request via email with your preferred mailing address.

Any comments you submit may be sent in digital format via email to jhowland@grandhaven.org.

A public open house will be held on Tuesday, October 20th from 5pm to 8pm at the Loutit District Library, Room A, 407 Columbus Avenue, Grand Haven, MI. This is a joint meeting with Grand Haven Charter Township.

Under MCL 125.3841(2)(f), each public utility company and railroad company owning or operating a public utility or railroad within the local unit of government, and any government entity that registers its name and address for this purpose with the secretary of the planning commission, shall reimburse the City for any copying and postage costs incurred in receiving a hard copy of the proposed master plan or final master plan.

Sincerely,

Jennifer Howland, AICP
Community Development Manager



1000 BISHOPS GATE BLVD., SUITE 300 MT. LAUREL, NJ 08054 (856) 787-0412 (800) 444-4554

Village of Spring Lake

SEP 25 2015

Received

September 22, 2015

Mr. Greg Mason, Building Official
Spring Lake
5855 Airline Rd.
Fruitport, MI 49415

Re: Building Code Effectiveness Grading Schedule Survey Results
Spring Lake, Ottawa County, MI

Dear Mr. Mason:

We wish to thank you for the cooperation given to us during our recent Building Code Effectiveness Grading Schedule (BCEGS) survey. Insurance Services Office, Inc. (ISO) is the leading supplier of statistical data, underwriting information, and actuarial analysis to the property/casualty insurance industry in the United States. The BCEGS classifications are distributed by ISO for use by property/casualty insurers to assist in their insurance underwriting and premium development programs for residential and commercial properties. Insurers can use the BCEGS classification number to offer insurance premium discounts to eligible properties in Spring Lake.

ISO has completed its analysis of the building codes adopted by your community and the effort put forth to enforce those codes. The resulting BCEGS Classification is a Class 4 for 1 & 2 family residential property and a Class 3 for commercial and industrial property. The new Classification is a regression from the former Class 3 for 1 & 2 family residential property. The attached table details opportunities for improvement to regain your prior classification.

A revised BCEGS classification would apply to new buildings receiving a Certificate of Occupancy during or after the calendar year in which the revision takes place.

It is apparent that the primary reason for this regression is mandated by a higher authority and is not within the control of your jurisdiction. Nevertheless, before we re-classify your community to reflect this change, we would like to know if Spring Lake desires to develop an improvement program in other areas to better their BCEGS classification. If this letter is acknowledged by October 22, 2015 advising us that this matter will be reviewed within the next three months we will postpone the implementation of the classification changes.

After review, if it is your decision to begin an improvement program to regain PL Class 3, we will need to receive, by December 22, 2015, a list of the changes you intend to make. Additionally, we would appreciate your estimate of the amount of time which will be needed to complete each item. No re-classifying action will be taken if changes are implemented to regain the current classification within one year of the receipt of this letter.

We want to highlight the fact that the ISO Building Code Effectiveness Grading program is an advisory insurance underwriting information and rating tool. It is not intended to analyze all aspects of a comprehensive building code enforcement program. It is not for purposes of determining compliance with any state or local law nor is it for making loss prevention or loss safety recommendations.

If you have any questions about the classification that was developed, please let us know.

Sincerely,

Esther Solá

Esther Solá, Community Mitigation Analyst - BCEGS
(312) 241-7297 Phone
(201) 748-7082 Fax
esola@iso.com

cc: Ms. Christine Burns, Village Manager
102 W. Savidge St.
Spring Lake, MI 49456

Enclosure

Building Code Effectiveness Grading Point Comparison

	Point Totals						
	Current Grading Yr: 2015		Maximum Point Possible	Previous Grading Yr: 2010		Difference	
	Com	Res		Com	Res	Com	Res
Section I - Administration of Codes	34.69	32.88	54.00	34.34	34.72	0.35	-1.84
Section 105 - Adopted Codes	8.00	6.54	8.00	8.00	8.00	0.00	-1.46
Section 108 - Additional Code Adoptions	3.01	3.01	4.00	3.53	3.53	-0.52	-0.52
Section 110 - Modification to Adopted Codes	4.00	3.27	4.00	4.00	4.00	0.00	-0.73
Section 112 Method of Adoption	0.00	0.00	1.00	0.00	0.00	0.00	0.00
Section 115 - Training	9.33	9.33	13.00	10.01	10.01	-0.68	-0.68
Section 120 - Certification	3.76	3.76	12.00	3.76	3.76	0.00	0.00
Section 125 - Building Official's Qualification / Exp/ Education	1.90	1.90	4.00	1.90	1.90	0.00	0.00
Section 130 - Selection Procedure for Building Official	0.00	0.00	0.50	0.00	0.00	0.00	0.00
Section 135 - Design Professionals	0.19	0.19	2.00	0.00	0.00	0.19	0.19
Section 140 - Zoning Provisions	1.00	1.00	1.00	0.00	0.00	1.00	1.00
Section 145 - Contractor / Builder Licensing & Bonding	0.30	0.68	1.00	0.40	0.78	-0.10	-0.10
Section 155 - Public Awareness Programs	2.50	2.50	2.50	2.04	2.04	0.46	0.46
Section 160 - Participation in Code Development Activities	0.50	0.50	0.50	0.50	0.50	0.00	0.00
Section 165 - Administrative Policies & Procedures	0.20	0.20	0.50	0.20	0.20	0.00	0.00
Section II - Plan Review	23.00	23.00	23.00	23.00	23.00	0.00	0.00
Section 205 - Existing Staffing	9.00	9.00	9.00	9.00	9.00	0.00	0.00
Section 210 - Experience of Personnel	1.50	1.50	1.50	1.50	1.50	0.00	0.00
Section 215 - Detail of Plan Review	11.50	11.50	11.50	11.50	11.50	0.00	0.00
Section 220 - Performance Evaluation for Quality Assurance	1.00	1.00	1.00	1.00	1.00	0.00	0.00

Building Code Effectiveness Grading Point Comparison (continued)

	Point Totals						
	Current Grading Yr: 2015		Maximum Point Possible	Previous Grading Yr: 2010		Difference	
	Com	Res		Com	Res	Com	Res
Section III - Field Inspection	23.00	23.00	23.00	23.00	23.00	0.00	0.00
Section 305 - Existing Staffing	9.00	9.00	9.00	9.00	9.00	0.00	0.00
Section 310 - Experience of Personnel	3.00	3.00	3.00	3.00	3.00	0.00	0.00
Section 315 - Managing Inspection and Re-inspection activity	1.00	1.00	1.00	1.00	1.00	0.00	0.00
Section 320 - Inspection Checklist	2.00	2.00	2.00	2.00	2.00	0.00	0.00
Section 325 - Special Inspections	1.00	1.00	1.00	1.00	1.00	0.00	0.00
Section 330 - Inspections for Natural Hazard Mitigation	1.50	1.50	1.50	1.50	1.50	0.00	0.00
Section 335 - Final Inspections	2.50	2.50	2.50	2.50	2.50	0.00	0.00
Section 340 - Certificate of Occupancy	2.00	2.00	2.00	2.00	2.00	0.00	0.00
Section 345 - Performance Evaluations for Quality Assurance	1.00	1.00	1.00	1.00	1.00	0.00	0.00
Subtotal:	80.69	78.88	100.00	80.34	80.72	0.35	-1.84
The final score is determined by a relationship between Item 105 and the balances of the scoring.							
Final Score:	80.69	65.68	100.00	80.34	80.72	0.35	-15.04

Jackie,

Thank you for your quick response. I will place the communities listed below on hold until the residential code has been updated.

You can send me a copy of the finalized ordinance once it becomes available.

Enjoy your day.

Esther Solá

esola@iso.com

From: MTSM [mailto:mtsm@frontier.com]
Sent: Wednesday, September 02, 2015 10:06 AM
To: Sola, Esther
Subject: ISO Hold request form

Esther,

Attached is the form for requesting a hold for regression until 2016 Michigan Residential Code update.

Jackie Essenberg

MTSM
5855 Airline
Fruitport, MI 49415
PH - 231-865-6977

FX - 231-865-6191

www.michigantownshipservicesmuskegon.com

This email is intended solely for the recipient. It may contain privileged, proprietary or confidential information or material. If you are not the intended recipient, please delete this email and any attachments and notify the sender of the error.

emailed 9-2-15 11:05 AM

Esther Solá, Community Mitigation Analyst
ISO National Processing Center
1000 Bishops Gate Blvd. – Suite 300
Mt. Laurel, NJ 08054-5404
(312) 241-7297
esola@iso.com

Date: 9-2-15

We have reviewed your letter of August 24, 2015 advising the results of the recent survey for Fruitport TS. With regards to the regression from our previous classification, we plan to take the following action (please check the appropriate statement below):

- We will review the results of the survey and decide if Fruitport TS, MI will institute programs to regain our previous BCEGS classification number. We understand that we are to notify ISO by September 24, 2015 of our decision.
- We are in the process of developing an action plan or have implemented an action plan to effect changes that will regain our original class. This plan will be submitted to ISO by November 24, 2015 and will include details of condition(s) to be addressed and a timeline for bringing the plan to completion.
- Fruitport TS has completed the action plan and we are attaching the relevant information to be evaluated by ISO for the purposes of re-classifying Fruitport TS.
- The conditions that have resulted in our less favorable classification are mandates Fruitport TS must adhere to. We do not intend to make significant changes in the immediate future to the other aspects of our agency that might improve the BCEGS classification.
- We have reviewed the results of the survey for Fruitport TS and feel our building code enforcement effort at present represents our best interest. We understand that you will contact us in approximately 5-years to update the survey. We can request a new BCEGS survey from ISO if we institute changes that would effect our classification.
- We would like an ISO BCEGS representative to contact us regarding our recent BCEGS evaluation. The person they should call is _____ at the following phone number (____) _____.

Other, please explain. include Twp: Sullivan Twp, Fruitport Twp, Moorland Twp, Village of Fruitport, Spring Lake Twp, Village of Spring Lake
waiting for Michigan 2016 Residential Code Update.
 Name: Jackie Essenberg Title: Michigan Township Services Manager
 Street Address: 5855 Airline Rd
 City: Fruitport State: MI Zip Code: 49415
 Phone Number: (231) 865-3310.

October 2015

October 2015							November 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Sep 27	28	29	30	Oct 1	2	3
Sep 27 - Oct 3					Vacation (Italy) - Christine Burns		
	4	5	6	7	8	9	10
Oct 4 - 10	Vacation (Italy) - Christine Burns		8:30am 9:00am conference call with 9:00am 10:00am TCAN Board Meeting (GHA) 9:30am 10:00am Gordon and Chris re:	9:00am 11:00am Staff Meeting (EOC) - Chri 12:00pm 1:30pm Rotary Board Meetin 2:00pm 3:00pm Village 3:00pm 4:00pm Websit	6:00pm 8:00pm Spring Lake Fire Department Open House (148th Street Station) - Christine Burns	7:00am 8:00am Training (Aquatic Ce 9:30am 10:30am Work Session Agenda (SLV) 12:00pm 1:30pm Rotary Lunch (Lake F	
	11	12	13	14	15	16	17
Oct 11 - 17		7:00pm 9:00pm Council Work Session (Village Hall)	7:00pm 8:30pm ZBA Meeting (Barber School) - Christine Burns	1:00pm 1:30pm Court for Grysen (Court House) - Lukas Hill 2:00pm 3:00pm Village Plan Group Meeting (Village Hall) - Lukas	7:00am 8:00am Training (Aquatic Center) - Christine Burns 8:30am 9:00am water bills mailed	12:00pm 1:30pm Rotary Lunch (SLCC)	Private Appointment
	18	19	20	21	22	23	24
Oct 18 - 24	Private Appointment	4:00pm 5:00pm Police Commission Meeting (Ferrysburg) 7:00pm 9:00pm Council Meeting (Barber School)	8:00am 11:00am Boomerang (GHHS) 9:00am 9:30am Post Council Wrap Up (SLVH) - Christine Burns	7:45am 9:15am Leadership Connect 12:00pm 1:00pm WMLGA Luncheon (2:00pm 3:00pm Village 4:00pm 5:00pm Chamb	7:00am 8:00am Training (Aquatic Center) - Christine Burns	12:00pm 1:30pm Rotary Lunch (SLCC)	1:00pm 2:00pm Judge Costume Contest (HHFA)
	25	26	27	28	29	30	31
Oct 25 - 31			11:30am 1:00pm Chamber Board Meeting (Chamber C 7:00pm 9:00pm Planning Commission Meetin	2:00pm 3:00pm Village Plan Group Meeting (Village Hall) - Lukas Hill	7:00am 8:00am Training (Aquatic Center) - Christine Burns	12:00pm 1:30pm Rotary Lunch (SLCC)	

November 2015

November 2015							December 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	6	7	8	9	10	11	12
8	9	10	11	12	13	14	13	14	15	16	17	18	19
15	16	17	18	19	20	21	20	21	22	23	24	25	26
22	23	24	25	26	27	28	27	28	29	30	31		
29	30												

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nov 1 - 7	Nov 1	2	3	4	5	6	7
		7:00pm 8:30pm Parks & Recreation Meeting (EOC) - Christine Burns		8:30am 9:00am shut off day 12:00pm 1:00pm Muskegon Ottawa 2:00pm 3:00pm Village Plan Group Meeting	2:30pm 3:30pm Veterans Pinning (Heartwood Lodge)	10:00am 12:00pm OC Local Unit Meeting (Fillmore) 12:00pm 1:30pm Rotary Lunch (SLCC)	
Nov 8 - 14	8	9	10	11	12	13	14
		7:00pm 9:00pm Council Work Session (Village Hall)	8:00am 9:30am Economic Development Meeti 7:00pm 8:30pm ZBA Meeting (Barber School)	2:00pm 3:00pm Village Plan Group Meeting (Village Hall) - Lukas Hill	7:30am 8:30am CBDDA (SLVH EOC) - Christine Burns	12:00pm 1:30pm Rotary Lunch (SLCC)	
Nov 15 - 21	15	16	17	18	19	20	21
		7:00pm 9:00pm Council Meeting (Barber School)	9:00am 9:30am Post Council Wrap Up (SLVH) - Christine Bu 2:00pm 3:00pm Phragmites Meeting (GH Community Cen	8:30am 9:30am Sewer 9:30am 10:30am NOW 12:00pm 1:00pm WML 2:00pm 3:30pm PAM/P 2:00pm 3:00pm Village 5:30pm 7:00pm Harbor		12:00pm 1:30pm Rotary Lunch (SLCC)	
Nov 22 - 28	22	23	24	25	26	27	28
		Will Dirske's Birthday	11:30am 1:00pm Chamber Board Meeting (Chamber C 7:00pm 9:00pm Planning Commission Meetin	2:00pm 3:00pm Village Plan Group Meeting (Village Hall) - Lukas Hill		12:00pm 1:30pm Rotary Lunch (SLCC)	
Nov 29 - Dec 5	29	30	Dec 1	2	3	4	5



DRAFT MINUTES

**Monday September 21, 2015
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan**

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Present: Doss, MacLachlan, Miller, Nauta, Powers, Van Strate.

Absent: Meyers

On a motion by **Nauta**, seconded by **Miller**, to excuse the absence of Council Member **Meyers**.

Yes: 6 No: 0

4. Approval of the Agenda

Motion by **Van Strate**, seconded by **Miller**, to approve the agenda.

Yes: 6 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 56995-57102) in the amount of \$401,957.20.

B. Approved the minutes for the August 17, 2015 Council Meeting and the September 14, 2015 Work Session.

C. Approved a sewer cleaning/root cutting contract with Plummer's Environmental Services, Inc. for an amount not to exceed \$13,273.30.

D. Approved a contract for hydrant replacement with Tiles Excavating for an amount not to exceed \$2,600.00.

- E. Approved a contract with Asphalt Paving, Inc. for two paving projects on Summit & Visser for an amount not to exceed \$54,400.
- F. Approved a contract for Mill Point Park sink hole repairs with Riverworks Construction for an amount not to exceed \$48,773.75.
- G. Approved a contract for concrete work at Tanglefoot Park with Lankamp Concrete for an amount not to exceed \$5,032.50 for 5 concrete pads.
- H. Approved a salary increase for the Village Manager to an annual salary of \$86,191.87 for fiscal year 2015/2016.
- I. Approved a purchase agreement for property located at 106 S. Buchanan from Spring Lake Township for an amount of \$350,000.00.

Motion by **Nauta**, seconded by **Doss**, to approve the Consent Agenda.

Yes: 6

No: 0

6. General Business

A. Presentation – Vredeveld Haefner

Doug Vredeveld will be in attendance to present his audit findings for fiscal year 2014/2015. A paper copy of the audit will be presented at the Council Meeting.

Mr. Doug Vredeveld, Vredeveld Haefner, was present and gave Council a brief overview of the Village Fiscal Year 2014/2015 audit. Mr. Vredeveld explained that 2 years ago there were 20 plus findings and material weaknesses and this year there are no findings or material weaknesses. Mr. Vredeveld also reviewed the Fiscal Year 2014/2015 financial statement with Council and praised the Village for the state of the finances.

B. Acting Village Manager

Village Manager Chris **Burns** will be out of the country from September 23, 2015 thru October 5, 2015. In the event of an emergency, a staff person should be appointed to act on her behalf, sign necessary documents, respond to inquiries, etc.

Manager **Burns** explained that she will be out of the country and recommended, Clerk/Treasurer, Marv **Hinga** to be Acting Manager in her absence.

Motion by **Nauta**, seconded by **Van Strate**, to appoint Marv Hinga as the Acting Village Manager in Ms. Burns' absence.

Yes: 6 No: 0

C. License Agreement – 510 Properties

A License Agreement was approved on June 25, 2010³ 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.

President **MacLachlan** introduced this item and Manager **Burns** explained an aerial view of the property in question and the terms of the original license agreement.

Greg Oleszczuk, owner of 510 Properties LLC, was present and asked Council to renew the License Agreement but to consider a nominal fee. Mr. Oleszczuk explained that he had signed the original license agreement but had felt that the amount of rent he was required to pay to use the alleyway was inappropriate since he pays taxes, had improved the alleyway and still maintains it.

Nauta asked if there were any other properties in the Village like this alleyway.

Manager **Burns** said there was Alloys' Ally, which was public, and none of the contiguous property owners paid to use it and the Village maintained and there was one by Wesco with a significantly smaller rental fee. Manager **Burns** explained that, at the time of the 510 Properties development, the license agreement with an expiration made sense because there were two different property owners on either side of the alleyway. Mr. Oleszczuk shared with Council that he currently had the VanPelt property under contract but they have not closed yet. Manager **Burns** said that in the event this sale goes through then Mr. Oleszczuk would own the property on both sides of the alleyway and it would make sense that he owns the alleyway too.

Nauta asked Mr. Oleszczuk if he would be interested in purchasing the alleyway property.

Mr. Oleszczuk said that he would if the sale of the VanPelt property goes through.

President **MacLachlan** asked Mr. Oleszczuk if he would be interested in having Council extend the agreement for the period of time for which he

has the option on the VanPelt property.

Mr. Oleszcsuk said he would know in the next few months if he was going to act on the VanPelt property and suggested that, at that time, he could either purchase the property or renew the license agreement with a shared access agreement with a new owner.

Powers suggested a short term agreement with automatic renewal unless someone sends notice to a change in property status

President **MacLachlan** asked Mr. Oleszcsuk if he was amenable to a one year agreement with an automatic renewal, unless he received notice by the Village, and paying the rent that was due from 2008 to 2013, from the original agreement, with a nominal fee of a dollar per year for the new agreement and to pay the attorney fees for the new agreement.

Mr. Oleszcsuk said he would agree to those terms.

President **MacLachlan** said they would place the new agreement on the October 19, 2015 Agenda for approval.

7. Department Reports

A. Village Manager: Manager **Burns** reported that the Village had received a ZBA application from Mrs. Rita Braun regarding Judge Hulsing's order to send the All Shores Wesleyan Church issue to the Zoning Board of Appeals. Manager **Burns** said that when the application was received it did not include the application fee or the escrow but that several days later the application fee of \$350 was received, however, the escrow had not yet been paid. Manager **Burns** went on to say that the escrow amount is determined by Ordinance and is used to pay for consulting engineers, attorney fees and publications and that if there is escrow money left it is given back to the applicant. Manager **Burns** asked Council how they would like this issue handled since she did not have the authority to waive fees but that Council did if they chose to.

Powers asked if there is a procedure to waive fees. Attorney **Sullivan** said that the Ordinance would have to be amended in order to waive a fee.

President **MacLachlan** asked Council and ZBA member **Van Strate** if fees had been waived in the past. **Van Strate** said not since he joined the ZBA Board in 1997.

Council agreed they would not amend the Ordinance to waive fees for this situation either.

Manager **Burns** told Council that the book in front of them, *The Economics of Place, The Art of Building Great Communities*, is a very timely read as the Village is talking about the Downtown and reestablishing the DDA and the TIF Districts. Manager **Burns** asked Council to read the book and return it to her so that she could share it with Planning Commission members, ZBA members and any other board members that were interested. Manager **Burns** said that this book was a sequel to the book *The Value of Building Communities Around People*, but unfortunately that book was sold out and not in print any longer but that she had one copy and would be happy to loan it out.

- B. Clerk/Treasurer/Finance Director**
- C. OCSO**
- D. 911**
- E. DPW**
- F. Building**
- G. Water**
- H. Sewer**
- I. Minutes from Various Board & Committees**
 - 1. Parks & Recreation**
 - 2. Planning Commission**

8. Old Business and Reports by the Village Council

President **MacLachlan** shared a synopsis of Manager **Burns'** performance appraisal.

9. New Business and Reports by Village Council

No new business at this time.

10. Status Report: Village Attorney

Attorney **Sullivan** said that he wanted to clarify the number of statements that Council had heard at meetings regarding the driveway litigation and "cherry picking" certain emails and statements over a period of time. Attorney **Sullivan** said it was important for Council and the public to know that all those documents were part of the litigation, they didn't come out after the litigation, and were reviewed by the Court when the Court made the decision that the process that was taken was not the right process, that if there was a question it should have gone to the ZBA and dismissing the law suit. Attorney **Sullivan** also said the Court did investigate the claims that were made and its decision was with that information up front.

11. Statement of Citizens

Michele Yasenak, D.J. Eatmon and Steve VanBelkum attended the meeting representing the Heritage Festival Committee and generously presented the Village with a check for \$8,000 for the Central Park Capital Campaign.

Darcy Dye, 114 N Fruitport Road said that she and her husband David spend a lot of time worrying over and discussing the conflict that continues to go on over the South Fruitport Road issues and the blaming and ongoing court suits and the inability to sit down together as Municipal officials, MDOT officials, Church authorities and citizens is just really troubling to them. Mrs. Dye said that the congestion on M-104 isn't just about a church. That's an issue that more and more is going to need to be addressed from all the communities. Mrs. Dye said that at some of the Township meeting they had been talking about development of the 148th node with high-rise residential buildings and commercial endeavors in that little stretch of 148th Avenue and when you begin to think about population growth projected for our community over the next 30 years, traffic on that M-104 corridor will be a major issue that will have to be planned for. Mrs. Dye said that she and her husband David have begun to see that many of the issues that get polarized in the new paper, Council meetings and Planning Commission meetings are really nest egged in some bigger issues that involve long term planning and they would like to propose to Council that they consider forums to be held periodically in the community so that residents could get reliable information about projects such as the church driveway and then simply have a venue for putting on the table all problems and concerns without judgment. Mrs. Dye said this might give us our own version of a New England town meeting where people actually begin to admire and respect each other as they work together.

12. Adjournment

On a motion by **Van Strate**, seconded by **Nauta**, Village Council adjourned the meeting at 7:58 p.m.

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk