

Village of Spring Lake

Council Work Session

July 11, 2016

7:00 p.m.

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

www.springlakevillage.org

1	<p>7:00 p.m. – Intern Presentation (Charlie Watson)</p> <p>Intern Charlie Watson will be here to give Council a brief update on his time spent with the Village, Township & City of Ferrysburg.</p>
2	<p>7:05 p.m. – Brownfield Redevelopment Authority for Best Financial Credit Union – (David Miller)</p> <p>BFCU is looking at developing a parcel within the Village using the BRA tool. However, the Village’s BRA does not have any appointees at the moment and time is of the essence. It is staff’s recommendation that we allow the Ottawa County BRA to handle the transaction on behalf of BFCU and the Village. David Miller is the Chairperson of the OC BRA and will be present to discuss the request.</p>
3	<p>7:15 p.m. – Notice of Non-Renewal of Alley</p> <p>BFCU is requesting that the Village send a notice of non-renewal for the license agreement for the alley noted on the enclosed documents. At the time this document was generated, staff was waiting for an opinion from legal counsel. More information to follow on Monday.</p>
4	<p>7:20 p.m. - Demolition Bid Award (SLT Hall)</p> <p>Bids were let for the demolition of the former SLT Hall. One of the suggestions that came of the community engagement meeting was to salvage part of the structure to potentially be utilized as a year ‘round farmer’s market. There were several issues related to that request:</p> <ol style="list-style-type: none">1. If the Council wished to save part of the structure, it would go from a demolition to a salvage, which would drive the cost up considerably as well as extend the time line. The Village has a deadline to wrap up the demolition and site restoration to obtain reimbursement for our CGAP grant from the State of Michigan.2. Based on the condition of the current structure, it would be considerably less expensive to reconstruct a facility that resembled

	<p>what is there now, rather than rehab what we have. There are significant issues with the plumbing, heating, and overhead doors.</p> <p>Bids will be opened on Wednesday, July 13, 2016 and will be presented to Council at the July 18, 2016 meeting.</p>
5	<p>7:25 p.m. – Village Manager Performance Appraisal (2015/2016)</p> <p>Please return all documents to Jim MacLachlan as soon as possible to expedite the process. If you need a paper copy (or a digital copy) please let Chris know ASAP.</p>
6	<p>7:30 p.m. – Communications</p> <ul style="list-style-type: none"> • Grysen Documents • Library Calendar (July) • Lifeguard Complaint • Spring Lake Heritage Festival Complaint
7	<p>7:31 p.m. - Minutes</p> <p>Minutes of the June 20, 2016 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to July 14, 2016.</p>

July

To: Village President Jim MacLachlan & Council Members
From: Charlie Watson, Spring Lake Village Intern
Date: 7/8/2016
Re: Internship Experience

Internship Experience – Dear President MacLachlan and Council Members; I am writing to thank you for the wonderful opportunity I had to learn from Spring Lake Village Manager Christine Burns and her staff. During my six week internship I was given many opportunities to experience the Spring Lake Village Staff at work.

Some examples of my experiences have been working on an employee benefit analysis, between Spring Lake Township and the Village of Spring Lake. The outcome of which will be used to assess the differences and similarities each entity is able to offer its employees. The goal is to bring benefits in both entities closer in line with one another, hoping to eliminate any negative feelings between employees that share the same work area.

The Village of Spring Lake has had me working in collaboration with the DPW Supervisor and the Spring Lake Township Fire Chief, to identify Village Fire Hydrants by manufacturer and location. The goal of this program is to better coordinate the replacement of old hydrants within the Village limits, and to provide the Spring Lake Township Fire Department with an accurate map showing location and type so that they can properly prepare for the use of each type.

As for difficulties that I have encountered, I would have to look to the personal encounters that I have had in the community. While performing a physical inspection of Village fire hydrants, I have been fortunate to speak with many Village residents. Most residents were very friendly, and simply curious as to who I was and what I was doing. However, there were a few residents who believed that I could fix their personal issues. One man in particular felt that it was my responsibility to clean out

the flower beds on his neighbor's property, or to provide someone else to take care of it. I politely declined the opportunity to pull his neighbor's weeds, and directed him to contact the appropriate person at city hall to discuss his issue.

As you are undoubtedly aware, the Village shared my internship with Spring Lake Township and the City of Ferrysburg. Looking at the three organizations that I was working with, I would have to give them all a positive grade for performing their respective duties. While each entity has its own issues, they all share a common goal of serving the people. I have found the differences to be interesting, but not crippling. The fact that these three organizations have found a way, and continue to look for ways to work together, speaks volumes about their Managers as well as their elected officials and staffs. If I were a resident of any of these municipalities, I would be extremely proud of the outstanding job that is being done.

Again I would like to thank Council, Manager Burns and Village Staff for this wonderful learning experience. I will be recommending the Village of Spring Lake to my advisors at Grand Valley as an excellent choice for an internship.

Sincerely,

Charles P. Watson,
GVSU Intern

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

Council Member _____, supported by Council Member _____, moved the adoption of the following resolution:

RESOLUTION NO. 2016-05

**A RESOLUTION TO SUPPORT OTTAWA COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY
UNDERTAKING A BROWNFIELD REDEVELOPMENT PROJECT
FOR BEST FINANCIAL CREDIT UNION AT 612 W. SAVIDGE**

WHEREAS, the Village of Spring Lake has a Brownfield Redevelopment Authority, but there are no current appointees to the board; and

WHEREAS, time is of the essence; and

WHEREAS, the Ottawa Country Brownfield Redevelopment Authority has the tools and staffing necessary to administer a Brownfield Plan; and

WHEREAS, the OCBRA can assist a developer in the pursuit and management of DEQ grant/loan funding; and

WHEREAS, the Village Council maintains a solid working relationship with Ottawa County; so

NOW, THEREFORE, BE IT RESOLVED:

That, the Village Council does hereby support the OCBRA undertaking and managing a Brownfield Plan on behalf of the developer of 612 W. Savidge.

YEAS:

NAYS:

ABSENT:

RESOLUTION NO. 2016-05 DECLARED ADOPTED.

Dated: July 18, 2016

Marvin Hinga, Clerk/Treasurer



Gielow Groom
Terpstra & McEvoy

Eric R. Gielow
W. Brad Groom
Jake W. Lombardo
Keith L. McEvoy
Sueann T. Mitchell
Rachel L. Terpstra
J. Scott Timmer

June 29, 2016

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

RE: 612 W. Savidge – vacated alley

Dear Ms. Burns:

We represent Best Financial Credit Union, which has entered into the enclosed purchase agreement to acquire the property located at 612 W. Savidge.

We understand that the Village entered in the enclosed license agreement with the owner of the adjacent property on the east side of 612 W. Savidge that grants a license for using the alley during construction of an access road, which is now complete. However, the alley was vacated in 1996, and a copy of the recorded vacation resolution is enclosed for your reference. Also enclosed is a copy of the title commitment, showing that title to the west half of the alley is vested in the sellers of 612 W. Savidge. Finally, enclosed is a copy of the survey for 612 W. Savidge, which shows that the access road constructed by the adjacent property owner encroached on the half of the vacated alley owned by the sellers of 612 W. Savidge.

The license agreement has a one year term, and appears to expire in September, 2016, if a notice of non-renewal is sent at least 30 days prior to the expiration date. We request that the Village send that notice of non-renewal, and send copies of it to us and to the sellers of 612 W. Savidge. If Best Financial acquires 612 W Savidge, it intends to negotiate a cross-easement agreement with the owner of the adjacent parcel for use of the vacated alley, but the license agreement in place now is a potential “cloud on the title” for the parcel located at 612 W. Savidge that needs to be removed prior to closing.

Ms. Christine Burns

June 29, 2016

Page 2

Please contact me if you need any additional information or documents. Thank you for your anticipated cooperation.

Very truly yours,



J. Scott Timmer

Attorney

T(231) 747-7160 Ext 113

scott@ggtmlaw.com

Enclosures

cc: Jayne C. Flaska (w/encl)
Steven A. VanPelt (w/encl)
Morgan Rescorla, Best Financial Credit Union (w/encl)
Frank Cobb, Remax West (w/encl)
Phillip Brown, Berkshire Hathaway (w/encl)

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 a 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

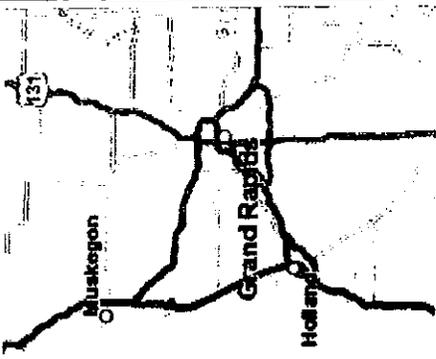
By:

Marv Hinga
Its: Clerk/Treasurer

FIVE TEN PROPERTIES, LLC
A Michigan Limited Liability Company

By:

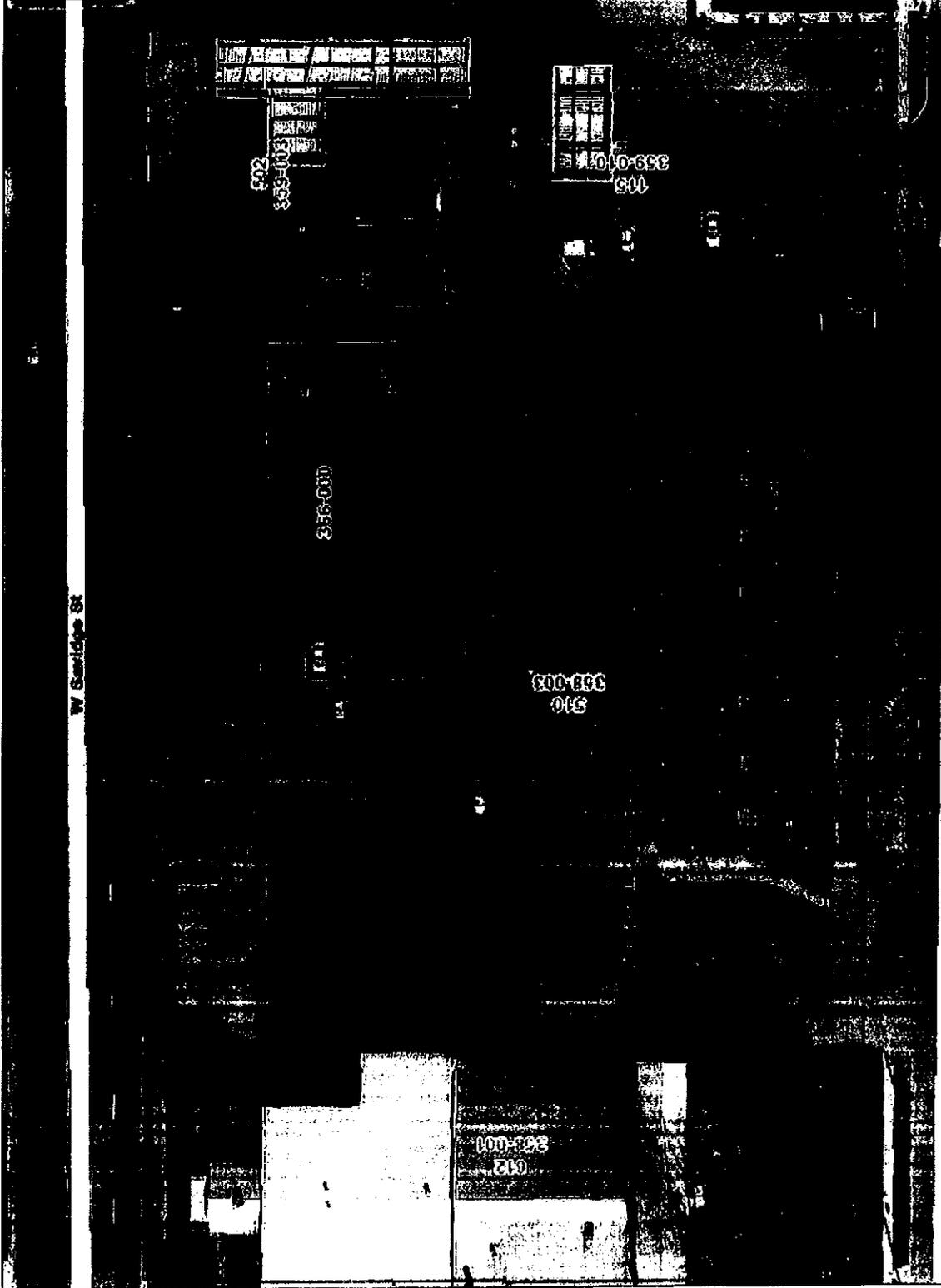
Greg Oleszczuk
Its: President



Legend

- Parcels with Condos 6000

Notes



W Saridige St

W Exchange St

1: 1,128

0.0 Miles

0.02

0

0.0

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.

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

RECORDED

96 SEP 19 PM 4:09

(Second Resolution)

REGISTER OF DEEDS
OTTAWA COUNTY, MI

EXCERPTS OF MINUTES

At a regular meeting of the Village Council of the Village of Spring Lake, Ottawa County, Michigan, held in the Barber School Community Building at 102 West Savidge Street in said Village, on Monday, September 16, 1996, with a quorum present;

Present: Fischer, Hammond, VanStrate, James, Draeger

Absent: Bolthouse, Hamm

After certain other matters of business were completed and a public hearing was held and completed pursuant to the matters hereinafter stated, the following Resolution was offered by Councilperson Fischer and supported by Councilperson VanStrate:

"RESOLUTION

WHEREAS, Chapter XX, Sections 6 and 7 of the Charter of the Village of Spring Lake provides that the Council of the Village of Spring Lake shall have the power to vacate or abolish any highway, street, lane or alley and other matters whenever the Village Council shall deem the same a public improvement or necessary for the public convenience, and when the Council deems it advisable to vacate, discontinue or abolish any highway, street or any part thereof, said Charter provides that there shall be a Resolution to declare and appoint a time for a hearing on the same; and

WHEREAS, the Village Council of the Village of Spring Lake scheduled and held a public hearing on Monday, August 19, 1996, after due notice thereof, and determined that it deemed it advisable to consider vacating, discontinuing and abolishing the following part of a certain alley as situated in the Village of Spring Lake, County of Ottawa and State of Michigan, to-wit:

Platted 20.00 feet in width alley in Block Nine (9) of Barber's Addition to the Village of Spring Lake, situated South of West Savidge Street and North of Exchange Street in the Village of Spring Lake, Ottawa County, Michigan; and

S+FE1

WHEREAS, the Village Council further set a hearing for a regular meeting of the Village Council to be held on Monday, September 16, 1996, at 7:30 p.m. to hear and consider any and all objections to the adoption of the aforesaid Resolution, after giving due notice of said hearing to the adjoining property owners affected by this proceeding, and giving notice to the public by a Notice of Hearing published in THE GRAND HAVEN TRIBUNE on Monday August 5, 1996, and Wednesday, August 14, 1996; and no one appeared to object to the Resolution adopted on August 19, 1996, at said hearing on September 16, 1996.

NOW, THEREFORE, BE IT RESOLVED, that the Village Council of the Village of Spring Lake deems it advisable to vacate, discontinue and abolish that part of the alley as situated in Block Nine (9) of Barber's Addition to the Village of Spring Lake, County of Ottawa and State of Michigan, as hereinafter described:

Platted 20.00 feet in width alley in Block Nine (9) of Barber's Addition to the Village of Spring Lake, situated South of West Savidge Street and North of Exchange Street in the Village of Spring Lake, Ottawa County, Michigan, according to the recorded plat thereof.

BE IT FURTHER RESOLVED, that title to said alley as herein vacated shall vest in the adjoining property owners thereto as provided by the statutes in such case made and provided, there being no public utilities located therein and therefor the Village of Spring Lake does not retain any utility easements in said part of the alley as vacated.

BE IT FURTHER RESOLVED, that within thirty (30) days of the date of adoption of this Resolution, the Village Clerk of the Village of Spring Lake shall cause a certified copy of this Resolution to be recorded with the Register of Deeds office for the County of Ottawa and a certified copy of this Resolution be forwarded to the Treasurer of the State of Michigan by certified mail, return receipt requested."

YES: VanStrate, James, Fischer, Hammond, Draeger

_____ ;
_____ ;

NO: None

_____ .

RESOLUTION DECLARED APPROVED XX ; DISAPPROVED _____ .

Dated this 16th day of September, 1996.



R. G. Lucking
Village Clerk

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OTTAWA

VILLAGE OF SPRING LAKE,
Plaintiff,

V

ORDER TO SHOW CAUSE
FILE NO. 16-4475-AV
HON. JON A. VAN ALLSBURG

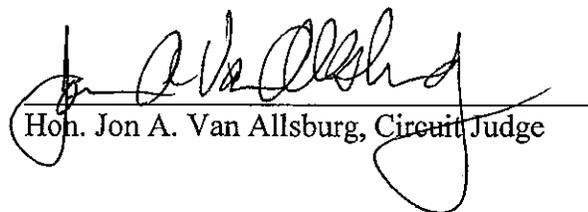
BERNARD GRYSEN,
Defendant.

At a session of said Court
held in the Courthouse,
City of Grand Haven, State of Michigan,
this 27th day of June, 2016

PRESENT: Hon. Jon A. Van Allsburg
Circuit Judge

An appeal from a civil infraction alleging violation of a home occupation zoning ordinance having been filed on February 17, 2016, the parties having reached an agreement to dismiss on May 9, 2016, and no steps or proceedings having been taken in this matter since that date; now, therefore,

IT IS HEREBY ORDERED that **Attorney Robert J. Zitta/Plaintiff Village of Spring Lake and Attorney Mark E. Hills/Defendant Bernard Grysen** shall appear on **Friday, July 15, 2016, at 8:45 a.m.** at 414 Washington Street, Grand Haven, Michigan and show cause why this matter should not be dismissed for failure to file Final Order.


Hon. Jon A. Van Allsburg, Circuit Judge

Village of Spring Lake

Original - Court
1st copy - Plaintiff/Petitioner
Other Copies - Defendant(s)/Respondent(s)
PROBATE OSM CODE: DSM

STATE OF MICHIGAN JUDICIAL DISTRICT 20TH JUDICIAL CIRCUIT COUNTY PROBATE	DISMISSAL Non Service/No Progress	CASE NO. 16-004517-CZ
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Court Address 414 Washington St. Rm. 320
Grand Haven MI 49417

Court telephone no.
616/846-8315

Plaintiff/Petitioner name and address BERNARD E GRYSEN C/O MARK E HILLS - VARNUM LLP 233 WASHINGTON AVENUE, STE 205 GRAND HAVEN MI 49417	V	Defendant/Respondent name and address VILLAGE OF SPRING LAKE 102 W SAVIDGE SPRING LAKE MI 49456
Plaintiff/Petitioner's attorney, bar no., address, and telephone no. MARK E HILLS, P-47524 233 WASHINGTON AVENUE, STE 205 GRAND HAVEN MI 49417 Phone Number: 616/846-7100		Defendant's/Respondent's attorney, bar no., address, and telephone no. *No Attorney on File*
<p>___ Probate In the matter of _____</p> <p>___ Juvenile In the matter of _____</p>		

ORDER TO DISMISS

- 1. The court records disclose that defendant(s)/respondent(s) have not been timely served with process according to court rule.
- 2. Progress has not occurred as specified in the notice of intent to dismiss.
- 3. There has been no progress in this case since _____ and the parties have been notified by _____
Date
_____ to appear on _____ and did not appear.
Method of notification Date and time

IT IS ORDERED that this case is dismissed without prejudice to:

- all parties
- the following defendant(s) respondent(s): VILLAGE OF SPRING LAKE

7/05/16
Date

Renee E. Kuiper 07/05/2016
12:02 PM
RENEE KUIPER - DEPUTY COUNTY CLERK
OTTAWA COUNTY - E-SIGNATURE Bar no.

NOTICE OF DISMISSAL

Notice of Dismissal without prejudice in this case is filed. A copy of this notice has been provided to the parties in this case as specified by court rule.

Date

Renee E. Kuiper 07/05/2016
12:02 PM
RENEE KUIPER - DEPUTY COUNTY CLERK
OTTAWA COUNTY - E-SIGNATURE Bar no.



Spring Lake District Library Calendar of Events

July 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		<p>Questions about library programs or services? Call 616.846.5770 or visit sllib.org</p>		<p>Summer Reading Clubs for children & adults continue thru Aug. 6 Read great books, earn cool prizes!</p>	<p>1 10:30 am Preschool Storytime: Run! 2 pm Family Movie: <i>Kung Fu Panda 3</i>, rated PG 95 minutes</p>	<p>2  Public fax machine available</p>
<p>3 Sunday hours resume 9/11</p>	<p>4 Library closed</p> 	<p>5 10 am SLDL Friends; newcomers welcome Last day to pre-register for <i>Wild Things</i> flower design for kids</p>	<p>6 2 pm Teen Makers ages 10-18</p>	<p>7 10:30 am Preschool Storytime: Stretch! 2 pm Greek Out! Party 7 pm Astronomical News: Black Holes & More with Dr. Furton</p>	<p>8 10:30 am Preschool Storytime: Stretch! 11:45-12:45 89th District Rep. Amanda Price 1 pm Scheer Genius Magic & Comedy Show</p>	<p>9</p>
<p>10 Sunday hours resume 9/11</p>	<p>11</p>	<p>12 10 am Tri-Cities Garden Club <i>Wild Things</i> flower design for ages 3-12; pre-register by July 5</p>	<p>13 2 pm Teen Craft: Rock Garden, ages 10-18</p>	<p>14 10:30 am Preschool Storytime: Walk! 2 pm Coloring Fun for Kids</p>	<p>15 10:30 am Preschool Storytime: Walk!</p>	<p>16 Use your SLDL card to check out free passes to Grand Rapids Children's Museum, state parks, & more!</p>
<p>17 Sunday hours resume 9/11</p>	<p>18 2 pm How to Talk Dog</p>	<p>19 3:30-7:30 pm Extreme Watermelon Carving Demo; win finished creations 7 pm Family Scavenger Hunt; pre-registration required</p>	<p>20 2-3:30 pm Teen 'Scape ages 10-18 6:30 pm Prepare for the August Primary: 89th District Candidate Forum</p>	<p>21 10:30 am Storytime 12 pm Meet Soccer Players: Muskegon Risers 2 pm Air Zoo: Science of Sports; pre-register 6:30 pm Amelia Earhart in Michigan</p>	<p>22 10:30 am Preschool Storytime: Swim! 2pm Family Movie: <i>Zootopia</i>, rated PG 108 minutes</p>	<p>23  Download eBooks @ sllib.org</p>
<p>24 Sunday hours resume 9/11</p>	<p>25</p>	<p>26 1 pm Ballet 101 with Grand Rapids Ballet School; pre-registration required; ages 5-12</p>	<p>27 2 pm Teen Minute to Win It, ages 10-18</p>	<p>28 10:30 am Preschool Storytime: Roll! 2 pm Life Size Games 7 pm Ups & Downs of Lake Michigan Fishing with Dr. Dan O'Keefe</p>	<p>29 10:30 am Preschool Storytime: Roll!</p>	<p>30</p>
<p>31 Sunday hours resume 9/11</p>	 Learn a new language at sldl.org	 Music, movies & more online & mobile		 Twitter.com/sldlibrary  Facebook.com/SpringLakeDistrictLibrary		

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

Christine Burns

From: John Nash <JNash@springlaketwp.org>
Sent: Thursday, July 7, 2016 10:01 AM
To: Christine Burns; bcore@springlakeschools.org
Cc: Bill Core
Subject: RE: Website Contact Form "Lakeside Beach"

Good Morning Bill and Chris,

The person's letter was very interesting to me for two reasons
1st - I was a lifeguard for many years and hired lifeguards
2nd - I went by the beach the other day witnessed the same thing - a lifeguard playing Frisbee - not on the stand.

Lifeguarding is a very boring and dull job, BUT if a guard cannot stay focused he should be written up, warned and if that continues he should be fired. 90% of a lifeguard's job is public perception.

John

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

From: Christine Burns [<mailto:christine@springlakevillage.org>]
Sent: Thursday, July 07, 2016 8:37 AM
To: bcore@springlakeschools.org; John Nash
Subject: FW: Website Contact Form "Lakeside Beach"

FYI....

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

From: Maryann
Sent: Thursday, July 7, 2016 8:34 AM
To: Christine Burns
Subject: FW: Website Contact Form "Lakeside Beach"

Good Morning!

I have not responded to this yet. Who hires the life guards now?

Thanks,
Maryann

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

From: Kim Pulkrabek [<mailto:no-reply@www.springlakevillage.org>]
Sent: Wednesday, July 06, 2016 8:37 PM
To: Maryann
Subject: Website Contact Form "Lakeside Beach"

From: Kim Pulkrabek <pulkraka@hotmail.com>
Subject: Lakeside Beach

Message Body:

Hello,

My name is Kim, and I was hoping to tell you about our experience at Lakeside beach this afternoon. I am from out of town, but we frequently come to Grand Haven to visit relatives here. I have two small kids. My oldest (4 yrs old) loves Lakeside beach -- it's one of her favorites in town due to the smaller size and warm shallow water. My youngest (age 2) is also in love with the beach -- any beach. She has no fear, and will walk straight out in the water until just her nose is sticking up. Even in the shallow water, she is still a little unsteady, and she will occasionally tip over and slip under the water. As a parent and a former lifeguard, I believe that it's my responsibility to watch my own kids, and you won't find me more than a few feet away from the youngest when she's in the water.

We visited Lakeside beach today (July 6th) from approximately 2:30 to 4:30 pm. When we arrived, I was going to ask the life guard a question about the kayak launch, but I couldn't find one, despite the buoy and umbrella on the stand. I eventually realized that he was out in the water playing catch with a group of small boys. Twice over the course of the afternoon, my child lost her balance and slipped under the water. The first time, after I picked her up, I glanced up at the lifeguard stand to let the guard know she was OK. The guard was standing on the stand, with his back to the water, adjusting the umbrella. It took several minutes, from what I could tell. The second time it happened, the guard was over at the drinking fountain, again with his back to the water, getting a drink. Neither time did he notice that my child had gone under the water. I find it a little frightening to think what might have happened if my child had needed help. As we were leaving, the life guard was over in the sandy area by the picnic tables, playing Frisbee with two girls, leaving the beach entirely unattended.

Yes, there were times where he was sitting in the chair watching the water - and I'm sure the logistics of a solo shift are challenging - but overall I was surprised by the lack of attention to the water. The frisbee playing by the picnic tables seemed particularly unusual for a guard during their shift. The beach was busy, and it is advertised as one of the few guarded beaches in town.

I just thought you might want to be aware of my experience. If you have any questions, I can be contacted at pulkraa@hotmail.com

Thanks,
Kim Pulkrabek

--

This e-mail was sent from a contact form on Village of Spring Lake (<http://www.springlakevillage.org>)

Christine Burns

From: Maryann
Sent: Monday, June 20, 2016 2:42 PM
To: Alice Donahue
Cc: Christine Burns
Subject: RE: This Week in the Village of Spring Lake

Hi Ms. Donahue,

This Week in the Village is sent out as an informational weekly newsletter to let people know what meetings and events are happening this week and what's coming up next week. Occasionally other things are added in if a staff member gives me something they would like put out to subscribers but my main goal is the weekly information.

If you would like highlights from the events last week you could check out the Heritage Festival Committee's Facebook page - <https://www.facebook.com/slheritagefestival/?fref=ts> or their website - <http://slheritagefestival.com/>.

Thanks for your email and have a great day,

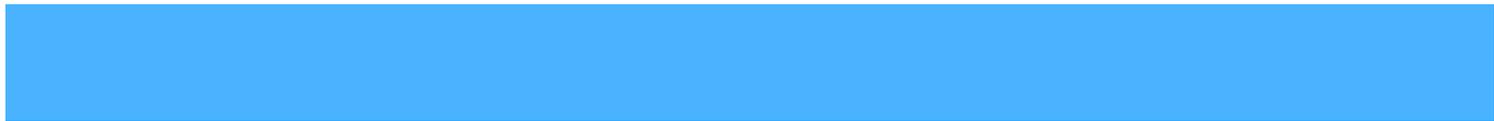
Maryann Fonkert
Deputy Clerk
Village of Spring Lake
616 842-1393

From: Alice Donahue [<mailto:agadonahue@live.com>]
Sent: Monday, June 20, 2016 1:52 PM
To: Maryann
Subject: Re: This Week in the Village of Spring Lake

So how come no compliments or tidbits about the SL Heritage festival ??????

Alice Donahue

On Jun 20, 2016, at 12:31 PM, Village of Spring Lake <maryann@springlakevillage.org> wrote:



Village of Spring Lake



This Week in the Village!
June 20, 2016

In This Issue

[This Week!](#)

[Music at the Point Summer Schedule](#)

[Coffee with a Cop](#)

[Summer Recreation Schedule](#)

[Oak Wilt](#)

[Whistle Stop Park](#)

[Adopt-A-Garden in 2016](#)

This Week!

Village Council Meeting - Monday, June 20th - [Rescheduled](#) - This Regularly scheduled Council meeting normally held on the 3rd Monday of the month was rescheduled and held on June 13th to approve the FY 16/17 Budget.

Thursday, June 23, 2016 - Farmers Market, 9:00 am - 2:00 p.m., Harvest Bible Chapel parking lot.

Thursday, June 23, 2016 - Summer Concert Series - Blue Water Ramblers, 7:00 p.m. - 8:30 p.m. Mill Point Park.

Friday, June 24, 2016 - Ribbon Cutting Ceremony for the Newly Renovated Central Park, 3:00 p.m., Central Park.

[Music at the Point 2016 Summer Schedule](#)

[Mill Point Park](#)

[Thursdays 7pm - 8:30pm](#)

June 23th - Blue Water Ramblers

June 30th - The Moonrays

July 7th - Deep Greens and Blues

July 14th - The 3 Snyders

July 21st - Jake Stevens Band
July 28th - Steel Doin' It
August 4th - The Adams Family
August 11th - The Niche
August 18th - Tom Pancy Band
August 25th - Sea Cruisers
September 1st - Don Middlebrook & the Pearl Drivers
Sponsored by:
Huntington Bank
NBCF
Spring Lake Heritage Festival
Spring Lake Rotary

Coffee with a Cop



**No Agenda –
just informal conversations about what matters to
community residents.**

**Thursday, June 30th, 2016
10 am – Noon
Barber School
102 W. Exchange Street, Spring Lake**



Making a difference in the communities we serve.

Spring Lake Recreation Commission 2016 Summer Schedule!

Click the link below to see the Summer Recreation Schedule!

[Link to Schedule](#)

Oak Wilt

Oak wilt is a fungal disease which can rapidly kill an oak tree, as well as other oak trees with roots that are connected to the infected tree. Oak wilt is spread by a beetle which transfers fungal spores from an infected tree to another tree. To protect oak trees, do not prune them between April 15 and July 15. If a tree is damaged, immediately apply pruning sealer to the wound. Avoid moving firewood from infected trees to prevent the spread of the fungus. Oak wilt has been found in Spring Lake Township, so take steps to protect your trees. For more information click the link below.

[Oak Wilt](#)

We need YOUR help!

We are trying to raise \$150,000 to replace the playground equipment that had to be removed due to age and wear issues. Gifts are tax-deductible. Donations can be made payable to the Grand Haven Area Community Foundation. You can drop them off at Village Hall or at GHACF or mail them to:

**GHACF
1 S. Harbor Drive
Grand Haven, MI 49417**



ADOPT-A-GARDEN IN 2016! - Announcing an Adopt-a-Garden Program! Volunteers needed to help plant, water, maintain, and collect seeds in 39 landscaped spaces in Spring Lake Village. We are looking for individuals, families, mother-daughter teams, grandfather-grandson teams, club members, Master Gardeners, anyone curious about gardens and willing to beautify Spring Lake. Training provided. Consultation and support available. A celebration to honor volunteers in the fall. Please contact Darcy J. Dye at 616-296-0957 (dlenzgrinden@gmail.com) or Sylvia Ruscett at sruscett@gmail.com.

Quick Links
Send email to
Village Manager
[Christine Burns](#)

Village President
[Jim MacLachlan](#)

Council Members

Megan Doss
Mark Miller
Steve Nauta
Mark Powers
Joel Tepastte
Scott VanStrate

Coming Next

Week!

Monday, June 27,
2016 - Historic
Commission Meeting,
7:00 p.m. Village Hall
EOC room.

Tuesday, June 28,
2016 - Planning
Commission Meeting,
7:00 p.m. Barber
School.

Thursday, June 30,
2016 - Farmers
Market, 9:00 am -
2:00 p.m., Harvest
Bible Chapel parking

Village Hall Holiday Closings

Good Friday (1/2 day) ~
Mar. 25th
Memorial Day ~ May 30th
Independence Day ~ July
4th
Labor Day ~ Sept. 5th
Veteran's Day ~ Nov. 11th
Thanksgiving ~ Nov. 24th &
25th
Christmas ~ Dec. 23rd -
Dec. 26th
New Year's ~ Dec. 30th 1/2
day & Jan. 2nd 2017

lot

-

Thursday, June 30,
2016 - Coffee with a
Cop., 10:00 a.m. to
Noon, Barber School

Thursday, June 30,
2016 - Summer
Concert Series - The
Moonrays, 7:00 p.m. -
8:30 p.m. Mill Point
Park

Village of Spring Lake | maryann@springlakevillage.org |
<http://www.springlakevillage.org>
102 W Savidge
Spring Lake, MI 49456
616 842-1393

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Sent by maryann@springlakevillage.org in collaboration with



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DRAFT MINUTES

Monday June 13, 2016
8:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

President **MacLachlan** called the meeting to order at 8:04 p.m.

2. Pledge of Allegiance

3. Roll Call

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

Absent: Nauta

Motion to excuse Steve Nauta by **Powers**, second by **Miller**.

Yes: 6

No: 0

4. Approval of the Agenda

Motion by **VanStrate**, second from **Tepastte**, to approve the agenda with the addition of Item 6D.

Yes: 6

No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 57841-57938) in the amount of \$163,971.70.

B. Approved the minutes for the May 16, 2016 regular Council meeting.

C. Approved/Denied the installation of a street light on South Street.

D. Approved a proposal for audit services for fiscal years 2016/2017 (\$10,750), 2017/2018 (\$10,750) and 2018/2019 (\$11,100) from Vredeveld Haefner.

E. Approved an agreement with Ottawa County regarding the DDA capture.

F. Approved the following Board & Committee Appointments:

a. George Barfield – Parks & Recreation

G. Approved a Professional Services Agreement with Fishbeck, Thompson, Carr and Huber to complete the asset management plan.

H. Approved a 3-year agreement with Hometown Decorations for the installation of holiday decorations.

I. Approved appointment of Megan Doss to the Spring Lake District Library Board to replace the seat vacated by Ernie Petrus.

J. Approved park usage requests from the following organizations:

K. Approved budget amendments for fiscal year 2015/2016.

Motion by **VanStrate**, second from **Powers**, to approve the Consent Agenda.

Yes: 6 No: 0

6. General Business

A. 2016/2017 Fee Schedule

Subject: In conjunction with each budget, Village Council is asked to consider approving an amended fee schedule.

Motion by **Tepastte**, second from **Miller**, to approve the 2016/2017 Fee Schedule.

Yes: 6 No: 0

B. Public Hearing to Adopt the Fiscal Year 2016/2017 Budget

Subject: The Village Council will hold a Public Hearing on the FY 2016/2017 Budget. See the overall budget message and supporting documents for more information.

President **MacLachlan** opened the Public Hearing at 8:12 p.m.

Joyce Hatton, 400 Lakeview Ct., questioned Council about the need for a Village.

Lee Schuitema, 408 W. Exchange, spoke about the need for Council to set

aside more money for the maintenance of Village parks and facilities.

Motion by **VanStrate**, second from **Powers**, to close the Public Hearing at 8:22 p.m.

Yes: 6 No: 0

Motion by **Tepastte**, second from **Doss**, to approve Resolution 2016 - 09, a Resolution approving the Fiscal Year 2016/2017 Spring Lake Village budget.

Yes: 6 No: 0

C. Public Hearing to Consider and Adopt the Fiscal Year 2016/2017 Millage Rate.

Subject: The Village Council will hold a Public Hearing on the FY 2016/2017 Millage Rate which is recommended to be 9.54 for the General Fund and .82 for Debt Retirement for a total of 10.36 mills.

President **MacLachlan** opened the Public Hearing at 8:24 p.m.

Joyce Hatton, 400 Lakeview Ct., recommended cutting the millage for operations to 0.

Lee Schuitema, 408 W. Exchange, spoke in favor of keeping the Village and the services it provides.

Motion by **VanStrate**, second from **Miller**, to close the public hearing at 8:32 p.m.

Yes: 6 No: 0

Motion by **Miller**, second from **Doss**, to approve Resolution 2016 - 10, a Resolution to adopt the Fiscal Year 2016/2017 Spring Lake Village Millage Rate.

Yes: 6 No: 0

D. Request from Peel Brothers for reimbursement of costs related to removal of contaminated soil.

Motion by **Doss** to authorize payment to Peel Brothers in the amount of \$9,470. Motion failed for lack of a second.

Motion by **Powers**, second from **VanStrate**, to authorize payment of 50% (\$4,735) of the requested amount to Peel Brothers.

Yes: 6 No: 0

7. Department Reports

A. Village Manager

Manager **Burns** update Council on the open house for possible uses of the former Spring Lake Township Hall property.

B. Clerk/Treasurer/Finance Director

C. OCSO

D. Fire

E. 911

F. DPW

G. Water

H. Sewer

I. Minutes from Various Board & Committees

1. Historic Conservation Commission

2. Parks & Recreation

8. Old Business and Reports by the Village Council

Councilwoman **Doss** reported fundraising for Whistlestop Park in progress.

9. New Business and Reports by Village Council

James MacLachlan announced he will not run for re-election.

10. Status Report: Village Attorney

No report from the Village Attorney at this time.

11. Statement of Citizens

Joyce Hatton, 400 Lakeview Ct., asked what are the deadlines and requirements for filing a petition. Ms. Hatton was told she should contact Spring Lake Township Clerk Carolyn Boersma for that information.

12. Adjournment

Motion by **VanStrate**, second from **Doss**, Village Council adjourned the meeting at 8:55 p.m.

Yes: 6 No: 0

James MacLachlan, Village President

Marvin Hinga, Clerk/Treasurer