

Village of Spring Lake

Council Work Session

September 12, 2016

7:00 p.m.

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

www.springlakevillage.org

1	7:00 p.m. – Economic Development Contract (Joy Gaasch) The Chamber of Commerce has provided economic development services to the Village of Spring Lake for a number of years. The last contract covered the period 2014-2016 and is due for renewal. The Village has been very pleased with the services provided by the Chamber. They are incredibly responsive to inquiries and readily make themselves available to staff and developers. The \$3,712.89/year fee assessed to the Village for these services could not be done by staff any more economically. Ms. Joy Gaasch, President of the Chamber, will be present to answer any questions Council may have of the proposal.
2	7:15 p.m. - Tree Maintenance Bids There are a number of trees that need to be addressed this fall. Some trees need to be removed, while others need to be trimmed in order to maintain a healthy tree canopy. The Tree Board has addressed each of these trees and supports Ben's recommendation for trimming or removal. As of press time, all bids had not been compiled. They will be shared with Council at the work session.
3	7:20 p.m. – Dock Storage Contract The Village has enjoyed a good relationship with Village Cove Marina for the storage of docks during the off-season. A copy of the most recent contract (2011-2016) is attached. We have negotiated a \$1,000 per season rate and 20 launch passes for Mill Point Park. Bob Sullivan will have a draft agreement prepared for the Council Meeting if these terms are acceptable.
4	7:25 p.m. – Tanglefoot Park Bids Park Manager Wally Stuhlman is recommending replacement of 5 patios this fall. The Village budgeted \$10,000 for repairs & maintenance, which

	<p>was earmarked for concrete patios and repairs to the club house. Repairs to the club house would take place in the spring after Wally and our seasonal tenants return from Florida. The Parks & Recreation Committee met on September 6, 2016 and recommend approval of Lankamp Concrete to replace 5 patios for an amount not to exceed \$5,757.00</p>
5	<p>7:30 p.m. – New DPW Employee</p> <p>A total of 13 applications were received for the position of DPW laborer. Four interviews were conducted on September 5, 2016 by DPW Director John Stuparits, DPW Foreman Ben VanHoeven, SLT Foreman Kyle Botbyl and Village Manager Chris Burns. An offer of employment will be extended to the chosen candidate, who will officially begin employment after passing a background check and pre-employment physical.</p>
6	<p>7:35 - Cleaning Contract (CSM Services LLC)</p> <p>The cleaning contract for Village Hall was last bid out in 2013. CSM was low bid at a cost of \$8,100 (3x/week cleaning). CSM accommodated our request (mid-contract) to lessen the cleaning frequency from 3 times/week to 2 times/week. The Tuesday/Friday cleaning schedule is adequate for Village Hall. CSM is proposing \$7,245/year (2x/week cleaning) for the 2016-2019 contract.</p>
7	<p>7:40 p.m. – Communications</p> <ul style="list-style-type: none"> • Letter – Ms. Wendy Young • Literacy Flyer • Whistle Stop Playground Update
8	<p>7:45 p.m. - Minutes</p> <p>Minutes of the August 15, 2016 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to September 15, 2016.</p>

Chamber of Commerce Economic Development Contract Formula

Based on Real and Personal Property

TABLE II

COMMUNITY	<u>2013 - 2016 ALLOCATION</u>				<u>2017 - 2019 ALLOCATION</u>			
	%	2013/14	2014/15	2015/16	%	2016/17	2017/18	2018/19
City of Ferrysburg	7.11%	\$4,528.82	\$4,601.28	\$4,674.90	7.33%	\$4,834.01		
City of Grand Haven	28.93%	\$18,427.38	\$18,722.22	\$19,021.77	30.24%	\$19,942.76		
Grand Haven Charter Township	30.00%	\$19,108.93	\$19,414.67	\$19,725.31	31.38%	\$20,694.57		
Spring Lake Township	28.72%	\$18,293.61	\$18,586.31	\$18,883.69	25.42%	\$16,764.05		
Village of Spring Lake	5.24%	\$3,337.69	\$3,391.10	\$3,445.35	5.63%	\$3,712.89		
TOTALS	100.00%	\$63,696.43	\$64,715.57	\$65,751.02	100.00%	\$65,948.28		

\$63,696.43

\$64,715.57

\$65,751.02

\$65,948.28

Using inflation rate multiplier, but lags a year since multiplier does not come out until after the contract year commences

2014 Inflation rate Multiplier was 1.016
 2015 inflation rate multiplier was 1.016
 2016 Inflation Rate Multiplier is 1.003

July 11, 2016

Chris Burns
Village of Spring Lake
102 W. Sawidge Street
Spring Lake, Michigan 49456

Dear Chris,

It has been our pleasure to provide economic development services to the Village for the last three years and more. As we are coming up on the end of the three year contract covering 2013-2016 time period, we would like to present you with the new contract for our economic development services for 2017-2019 with the Village of Spring Lake, as well as the worksheet showing the calculations used to determine the amount of the contract. We will be contacting you in the next couple of months to schedule a year in review report, but if you think it would be appropriate to meet to discuss the amount of the contract, or how we arrived at that number, either Joy or I would be pleased to make a presentation to the Village Council.

We have enclosed two copies of the 2017-2019 contract, and should the Council be prepared to sign the contract at this time, we ask that you sign the two enclosed contracts and return them to our office. Upon return receipt, we will sign them and return an original to you for your files.

Cordially,

Joy Gaasch
President

David C. Miller
Vice President

VILLAGE OF SPRING LAKE ECONOMIC DEVELOPMENT SERVICES CONTRACT

THIS CONTRACT, dated for reference purposes as of October 1, 2016 is by and among the **Chamber of Commerce of Grand Haven, Spring Lake and Ferrysburg** (The Chamber) , a Michigan nonprofit corporation, whose address is One South Harbor, P.O. Box 509, Grand Haven, Michigan 49417-0509, and **The Village of Spring Lake**, a Michigan municipal corporation, whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 (referred to individually as a "Governmental Unit"), and is made with reference to the following facts and circumstances:

A. The Governmental Unit is authorized by Michigan law to undertake economic development activities; and

B. The Chamber is a nonprofit corporation that is able to provide economic development services to the Governmental Unit.

In consideration of the mutual covenants and agreements contained in this Contract, IT IS AGREED AS FOLLOWS:

1. General Agreement. The Governmental Unit hereby contract with The Chamber to provide general economic development services to the Governmental Unit and the geographical region in which they are located, including projects and activities in tourism, agriculture, commercial, retail, financial and industrial.
2. Scope of Service Priorities. In addition to general economic development services, the Chamber shall focus it s efforts towards the following activities:
 - a. **Business Retention Calls:** The Chamber shall complete a business retention call upon each industry within the Village. A written report regarding these calls shall be shared with the Village, excluding any confidential information.
 - b. The Chamber shall annually review with the Village Manager available economic development grant programs through the State of Michigan

and jointly determine whether any grants should be pursued during the coming year.

- c. The Chamber shall provide grant writing service and/or assistance for any economic development grant application that the Village determines should be pursued.
- d. The Chamber shall appear before the Village Council twice each calendar year as desired by the Village and provide an update of its economic development services.

3. Payment for Services. In payment of the services to be provided pursuant to this Contract, the governmental Unit shall pay such amount as shall be determined annually by The Chamber board provided, however, that in no event shall this annual amount exceed the amounts mutually agreed upon between The Chamber and the Governmental Unit. The maximum amount for the first year will be \$65,948.28. The amount for the second year and third years will be determined by the State Tax Commissions "Inflation Rate Multiplier" applied to the previous year contract amount.

All charges of The Chamber for services pursuant to this Contract shall be allocated between the Governmental Unit as follows:

City of Ferrysburg	7.33%
City of Grand Haven	30.24%
Grand Haven Charter Township	31.39%
Spring Lake Township	26.36%
Village of Spring Lake	5.63% *

Amounts due the Chamber from the Governmental Unit pursuant to this Contract shall be invoiced annually in advance. All invoices shall be paid within thirty (30) days of their date.

4. Reporting. The Governmental Unit shall receive the same quarterly reports, i.e. activity reports, minutes, committee reports and other pieces of information, as are presently provided to members of The Chamber Board of Directors.

5. Term. This Contract shall have a three (3) year term. This contract may be renewed by mutual written agreement of all of the parties for an additional term or terms, the

duration of which shall be specified in such agreement.

6. Termination. This Contract may be terminated at any time by mutual agreement or by either party after ninety (90) days prior written notice to the other. Reason for a unilateral termination may include any of the following:

- a. Failure to Perform: If the Chamber fails to complete or make good faith efforts to complete the tasks specified in the Scope of Economic Development Services or its reporting requirements under Subsection three (3), the contract may be terminated by the governmental unit. However, the Chamber may seek to remedy any failure to perform during the ninety (90) days notice period and, if governmental unit determines that the remedy is sufficient, the notice shall be null and void.
- b. Budget Constraints: The Chamber acknowledges that the governmental unit's revenues are subject to sharp fluctuations and that should the governmental unit experience a significant revenue drop in any of its General Fund revenue sources that the governmental unit shall have, at its sole discretion, the ability to terminate the contract upon ninety (90) days notice. During the ninety (90) days notice period the parties shall make good faith efforts to review alternatives to termination including continuing or modifying the contract at a rate less than that specified in Subsection Two (2). If the parties mutually agree to an alternative to termination, the notice shall be null and void.
- c. Political or Developmental Issues: If the Chamber adopts political position or acts upon a development issue that the governmental unit Board believes is contrary to or in opposition of a decision by the governmental unit, the contract may be terminated by the governmental unit. During the ninety (90) day notice period the parties shall make good faith efforts to resolve the conflict. If the parties mutually agree to actions that resolve the conflict, the termination shall be null and void.

7. Independent Contractor. In the performance of the services to be provided pursuant to this Contract, it is mutually agreed that The Chamber shall be and at all times is acting and performing as an independent contractor.

8. Effective Date. This Contract shall be effective on October 1, 2016.

9. Miscellaneous. This Contract and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All notices and other documents to be serviced or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of the Contract. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract.

This Contract represents the entire understanding and agreement between the parties hereto. All prior oral or written understandings and agreements are specifically merged herein. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this contract and no other person shall have the right to enforce any of the provisions contained herein. All amendments to this Contract shall be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Signed in presence of:

**CHAMBER OF COMMERCE,
A Michigan nonprofit corporation**

By: _____

Its: _____

By: _____

Its: _____

Dated: _____, 2016

**Village of Spring Lake
Michigan Municipal Corporation**

By: _____

Its: _____

By: _____

Its: _____

Dated: _____, 2016

* 2016-17 = \$3,712.89

7
25FG



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12/12/2011 12:21:00 PM

2011-004541
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
GARY SCHOLTEN R.O.D.
12/12/2011 AT 3:51 PM
AGREEMENT 32.00

LICENSE AGREEMENT

THIS LICENSE AGREEMENT between Village Cove Marina Association, a Michigan Condominium Association of 910 West Savidge Street, Spring Lake, Michigan 49456 (hereinafter sometimes referred to as the "Grantor"), and 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");

RECITALS

- A. Grantor owns property (hereinafter sometimes referred to as the "Subject Property") situated in the Village of Spring Lake and commonly referred to as the Village Cove Marina Association property.
- B. Village wishes to use a portion of the Subject Property for purposes of storing floating docks which are typically maintained at the Village's Tanglefoot Park and Mill Point Park.
- C. The Grantor is willing to grant to the Village a non-exclusive license to use a portion of the Subject Property for purposes of placing and storing floating docks.

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 Grantor grants the Village a non-exclusive license and the Village accepts a non-exclusive license to use a portion of the Subject Property subject to the terms and conditions set forth below, which Subject Property is legally described as set forth on **Exhibit A:**

2. **Term.** The term of this License shall commence on November 15, 2011 and terminate on March 25th of each year with the final year ending on March 25, 2016.

3. **Use.** The Subject Property shall be used by the Village for the sole purpose of floating the docks from Tanglefoot Park and Mill Point Park and placing them in a winter storage configuration over and above the Subject Property, which shall include any riparian rights, hereinafter collectively referred to as the "Tanglefoot/Mill Point Floating Docks Winter Storage Area." The Village shall ensure that such docks are secured by tying the docks to spring piles on the east and west sides of the property in such a manner that no damage will occur to the Village Cove Marina Association property. The Village will utilize the Subject Property in a clean, wholesome and lawful manner and in compliance with all governmental laws, ordinances, rules, regulations and orders. The Village's agents are hereby granted the right to enter the Subject Property owned by the Grantor for the purpose of storing and securing the docks.

4. **Fee.** The Village agrees to convey to the Grantor, its successors and assigns, twenty (20) Mill Point Boat Launch seasonal permits for the 2011 ~ 2016 season. Additionally, the Village will install and continuously maintain and repair a fence matching the western boundary fence that is 190 feet long at a location on Grantor's property to be staked by Grantor by May 15, 2012.

cup
AND INSTALLED
BY JUNE 1 2012

5. **Quiet Enjoyment.** If the Village shall pay the aforesaid fee and perform and comply with all the covenants and agreements on its part to be performed hereunder, the Grantor covenants and agrees that the Village shall have peaceful and quiet enjoyment of the Subject Property.

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

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

8. **Compliance With Law.** The Village shall comply with and observe all laws, ordinances, rules, regulations and orders of all public authorities in connection with its activities on the Subject Property.

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

10. **Public Liability and Indemnity.** The Village shall carry casualty insurance on the Subject Property. The Village shall indemnify and save harmless the Grantor 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 Village and any of its agents, servants, visitors, licensees or employees, occurring during the license term; and in case any action or proceeding is brought against the Grantor or any of its elected or appointed officials, employees or agents by reason of any such claim, the Village, on timely notice from the Grantor shall resist or defend such action or proceeding by counsel employed by the Village which shall include the taking of all permissible appeals, unless full release of the Grantor and its elected or appointed officials, employees or agents as aforesaid is obtained by way of settlement or compromise at the expense of the Village or its insurance carrier.

11. **Default.** The Village 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 Village 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 Village's obligations and duties hereunder is not cured within thirty (30) days from written notice of such default, then at the option of the Grantor it may forthwith terminate this License Agreement and all rights of the Village as to the Subject Property shall terminate. The Grantor shall also have such other lawful remedies as is required to enforce the terms thereof.

12. **Casualty.** In the event of damage to or destruction of the Subject Properties by fire, storm or any other casualty or accident, this License shall terminate. In no event shall the Grantor be responsible for loss or damage to improvements or personal property owned by the Village or placed on the Subject Property by the Village, which are caused by fire, theft, loss, vandalism or other casualty.

13. **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 Grantor and the Village at their respective addresses stated above.

14. **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.

15. **Memorandum.** At the request of either party, a memorandum giving notice of this License may be recorded in the Office of the Ottawa County Register of Deeds at the Village's cost.

16. **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.

17. **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.

18. **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 Village may not assign this License, except as provided above.

19. **Title.** Village acknowledges that the Grantor is the owner of the Subject Property and that the Village has a License to use such premises according to the terms of this Agreement and no other rights therein.

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

Exhibit A

Lands and premises situated in the Village of Spring Lake, County of Ottawa and State of Michigan, described as follows, to-wit:

That surface water area of Grantor's Marina common areas located in the marina basin between the ends of the Easterly and Westerly dock improvements described as the Village Cove Condo Units 1 through 53, inclusive, (Tax Parcel I.D. Nos. 70-03-16-485-001 through 70-03-16-485-053), at 910 West Savidge Street, Spring Lake Village, Ottawa County, Michigan.

Lankamp Concrete Construction, LLC

Gerrit Lankamp Jr.

15114 Jasmin Ct.

616-638-1667

Grand Haven, MI 49417

tlankamp8187@charter.net

****Concrete Quote****

August 15, 2016

Builder/Customer:

Wally Stuhlmann

Tangle Foot RV Resort

Description of Service:

Amount

Tear out Lot #28

Replace with 6" Concrete and Wire Mesh

224 sq. ft.

\$1276.80

Tear out Lot #12

Replace with 6" Concrete and Wire Mesh

232 sq. ft.

\$1322.40

Tear out Lot #7

Replace with 6" Concrete and Wire Mesh

210 sq. ft.

\$1197.00

Tear out Lot #8

Replace with 6" Concrete and Wire Mesh

104 sq. ft. (Add on to)

\$592.80

Tear out Lot #9

Replace with 6" Concrete and Wire Mesh

240 sq. ft.

\$1368.00

¹
TOTAL QUOTE \$5757.00

Total Quote Amount: \$5757.00

Job Location:

Tangle Foot RV Resort
Spring Lake, MI 49456

Please note:

This is a quote for the above services. Any other service will result in an extra charge.

Thank you for your interest in our business.

Commercial Sanitation Management, LLC

SERVICES AGREEMENT

Dated as of June 14, 2013

By and Between

Commercial Sanitation Management, LLC
3536 Highland Drive
Hudsonville, Michigan 49426

Telephone No.: (616) 667-0037

Telefax No.: (616) 662-3989
(ACSM≡)

And

Village of Spring Lake
102 W Savidge Street
Spring Lake, MI 49456
Contact: Maribeth Lawrence
E:maribeth@springlakevillage.org

Telephone No.: 616-842-1393

Telefax No.: 616-847-1393
(ACustomer≡)

This Commercial Cleaning Services Agreement sets forth the terms and conditions under which CSM will provide certain commercial cleaning services to Customer as mutually agreed upon by the parties.

1. Scope of Services.

1.1 Exhibit A describes the services to be performed by CSM, the performance schedule, applicable pricing and other appropriate terms and conditions. The services described in your proposal shall be governed by the terms and conditions of this Agreement.

1.2 Customer acknowledges that CSM expects the areas set forth in your proposal to be used in a reasonable manner in accordance with Customer's industry. To the extent that said areas are subjected to use that causes them to be unusually or unreasonably soiled or stained, CSM is authorized to adjust the pricing set forth in your proposal to account for additional work that CSM may reasonably have to perform in order to clean the areas as indicated in your proposal.

1.3 Each party agrees to use its commercially reasonable efforts to meet the dates set forth in the performance schedule set forth in your proposal. Customer may postpone performance dates upon at least sixty (60) days advance written notice. The parties shall mutually agree upon a revised performance schedule.

2. Term and Termination

2.1 The initial term of this contract shall be for 3 year from the effective date. After the initial term, this contract will be automatically renewed on a year to year basis unless terminated by either client or

contractor upon 120 days of written notice received prior to the expiration of the initial term or the expiration of any subsequent term. Client may terminate this contract upon 60 days written notice to the contractor of unsatisfactory performance as it relates to the obligations under this contract. Contractor may terminate this contract upon 60 days written notice to client in the event of unsatisfactory performance as it relates to obligations under this contract. For each renewal term under this contract, the parties will negotiate a mutually acceptable modification of the price set forth under the contract proposal/price. All invoices must be paid in full, prior to any keys being returned on the last day of service. If all invoices are not paid in full another 30 days of services will be required.

3. Price and Payment.

3.1 The services provided by CSM shall be at the pricing set forth in your proposal.

3.2 Unless otherwise provided in your proposal, CSM will submit invoices for charges and expenses on a pre monthly basis. Each invoice shall be due and payable ten (10) days after end of month. Customer agrees to pay a late payment charge at the rate of one and one-half percent (1-1/2%) per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or portion thereof) that any payment is in default. CSM may apply any payment received to any late charges or delinquent amount outstanding.

3.4 CSMS rates and charges do not include any amounts for taxes. Customer agrees to pay all applicable sales and use taxes levied by any tax authority based upon this Agreement.

3.5 If your proposal provides for a discount, the discount shall be valid only if payment is made when due. The discount shall not apply to any late payments.

4. Warranties and Limitation of Liability.

4.1 CSM represents and warrants that it has the right to enter into this Agreement and that all services shall be performed in a workman like and professional manner.

4.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4, CSM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

4.3 CSMS LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL IN NO EVENT EXCEED THE CHARGES PAID BY CUSTOMER FOR THE SERVICES THAT GAVE RISE TO THE DAMAGES. IN NO EVENT SHALL CSM BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS.

6. General Terms and Conditions.

6.1 Independent Contractor. CSM is an independent contractor and nothing in this Agreement shall be deemed to make CSM an agent, employee or joint venturer of Customer. CSM shall not be entitled to any benefits that Customer provides for its own employees, including, without limitation, worker=s compensation and unemployment insurance. CSM shall maintain worker=s compensation insurance within the statutory limits.

6.2 Delays. Neither party shall be liable to the other party for any delay or failure to perform its obligations (except payment by Customer for the services) if such delay or failure arises from any cause beyond the reasonable control of that party. If CSM is unable to perform the services described in your proposal on time because of anything CSM

cannot reasonably control (such as casualty, labor trouble or accident), the time for CSM to perform the services shall be extended for the same duration as the delay.

6.3 Amendment. No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of the parties.

6.4 Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

6.5 Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

6.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of CSM and Customer and their respective legal representatives, successors and authorized assigns.

6.7 Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.8 Severability. If any provision of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition or unenforceability, without invalidating any of the remaining provisions.

6.9 Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Michigan.

6.10 Entire Agreement. This Agreement, including your proposal, constitutes the entire agreement between CSM and Customer with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties.

The parties have signed this Agreement as of the date first written above.

Commercial Sanitation Management, LLC

Village of Spring Lake

By: Michael Herrema

By: _____

Its: President

Its: _____


6-14-13

MISCELLANEOUS INSTRUCTIONS:

- Customer X CSM Shall be responsible for moving and stacking any furniture in order to facilitate floor cleaning.
- X Customer CSM Shall be responsible for supplying all bathroom products, including toilet paper, hand towels and soap.
- Customer X CSM Shall be responsible for opening and closing the facility for cleaning. If Customer grants authority to CSM to open and close the facility, including any rooms or areas within the facility, Customer acknowledges that CSM shall not be liable for any losses beyond what is provided for in Section 4 of the Agreement.

SPECIAL COMMENTS:

1. STARTING DATE OF JULY 1, 2013
2. 3 DAYS PER WEEK, 2.5 HOURS PER CLEAN. SCOPE OF WORK ATTACHED
3. SPECIALTY FLOORS: CARPET CLEANING 2 TIMES PER YEAR, STRIP & WAX 1 TIME PER YEAR
4. 7100 SQ FT FACILITY
5. SPECIAL CLEANING EVENTS TO BE BILLED AT AN ADDITIONAL CHARGE OF:
CUSTODIANS: REGULAR HOURLY RATE \$15.50/PER HOUR, OT RATE \$23.25/HOUR
SUPERVISOR: REGULAR HOURLY RATE \$18.00/PER HOUR, OT RATE: \$27.00/HOUR

CONTRACT PRICE: Customer agrees to pay CSM the sum of \$8100.00 dollars per annual for the services indicated above, in accordance with the Price and Payment provisions in the Agreement.

SCOPE OF WORK

MONDAY - WEDNESDAY - FRIDAY

THREE TIMES A WEEK

Thoroughly clean and disinfect restrooms and locker rooms (including toilets, sinks, faucets, mirrors, paper towel holders.) Damp mop floors. Keep paper towel and soap dispensers full.

Vacuum travel areas.

Damp mop entry tile floors and hallways.

Damp mop stairway steps.

Clean glass in windows and doors in the lobby area and the entry doors.

Clean all door pulls to remove any smudges.

Clean elevator area to remove smudges inside and outside.

Clean break room counters, sinks, and tables.

Clean and disinfect the drinking fountains.

Dust customer counters in the lobby.

Clean out coffee pots and water pitchers.

Clean sinks, counters, and tables in the meeting rooms, if needed.

Empty wastebaskets, shredder machines, and recycling baskets. Place all trash in exterior receptacles.

Vacuum all floors. Vacuum thoroughly, including corners, under desks and around counters and furniture.

Clean all stairway landings and railings.

Dust desktop areas, tables, calculators, monitors, telephones, filing cabinets, bookshelves, etc.

Disinfect phone receivers.

Clean the inside and outside of the microwaves in the break rooms.

WEEKLY

Scrub floors in restrooms and locker rooms.

Polish brass kick plates on doors.

Dust baseboards, wainscoting, door frames, windowsills and trim.

Dust entire desk and filing cabinet surfaces.

Dust fin tube covers and fire extinguisher receptacles.

Damp mop floors and clean and disinfect exercise equipment in the exercise room.

Clean glass and dust the grandfather clock and show cases.

Clean glass and dust public message board.

Clean glass and dust the brochure racks.

Clean and dust copy and fax machines.

Vacuum and dust upholstered furniture.

Wipe down leather furniture.

Clean outside of cabinets in break rooms, meeting rooms, and copy room.

Clean and disinfect locker room showers.

Clean outside of appliances in break rooms.

MONTHLY

Dust lobby light fixtures.

Dust and clean any smudges from pictures and wall hangings.

Dust tops of lockers in the police department locker rooms.

QUARTERLY

Clean break room refrigerators and meeting room under the counter beverage centers inside and outside.

SEMI-ANNUALLY

Shampoo or steam clean carpet.

Clean windows inside and outside.

Clean all lobby light fixtures.

Clean and treat all woodwork.

ANNUALLY

Shampoo all upholstered furniture.

Wash walls and ceilings.

Strip and wax tile floors.

AS NEEDED

Dust ceilings and light fixtures of cobwebs.

Spot clean carpets and high traffic areas.

CONTRACTORS PROPOSAL

The contractor agrees to provide the janitorial and cleaning services described in this proposal for the quoted cost, which shall not be increased for 120 days.

LOCATION OF SERVICES

VILLAGE OF SPRING LAKE
102 WEST SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

CONTACT INFO:

CHRISTINE BURNS
VILLAGE MANAGER
616-706-1832

DATE: SEPTEMBER 9, 2016

All pricing is based on the cleaning specs as given by Mike Herrema

CONTRACT PRICE: Customer agrees to pay CSM the annual sum of **\$7,245 (Monthly \$603.75)**

*Descriptions of Services: Restrooms: cleaning of sinks, stools, trash, mop floors, clean walls & baseboards. Clean entry doors, kick plates, and handles. Restock all towel, tissue, soap, supplied by Village of Spring Lake. Empty waste paper baskets
Office areas: Wipe down desks, mop floors & baseboards clean front lobby door. Dust all office chairs. High and low dusting weekly. Spot clean walls, dust floor vents, remove all trash from waste containers. Vacuum all areas.
Conference room: Vacuum floor, wipe down table, dust all chairs and surfaces.*

Note: This is for 2x a week cleaning Tuesday and Friday.

This is a contract with a sixty (60) day clause for termination.

CONTRACTOR NAME: CSM Services

ADDRESS 3536 Highland Dr
Hudsonville, MI 49426

PHONE / FAX 616-667-0037 / 616-662-3989

Authorized Signature: Michael Herrema, President / Owner

Date: to be determined.

The parties have signed this Agreement as of the date _____.

CSM Services
Sales Representative-Mark Coffman

Village of Spring Lake.

By: Michael Herrema
Its: President

By: _____
Its: _____





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

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

www.springlakevillage.org

September 7, 2016

Ms. Wendy Young
576 Windrift
Spring Lake, MI 49456

Dear Ms. Young,

Thank you for contacting the Village regarding the tree on the south side of the entrance to your condominium development. Your request to remove the tree was taken under consideration last night at the monthly meeting of the Tree Board.

After driving the site and looking at the area, the Tree Board has elected not to remove the tree based on a number of factors (including, but not limited to, the age of the tree, lack of accident data at the site, speed limits and line of site to the south). It was noted that if you stop your vehicle at the road to assess traffic coming from Lake Street, that you can easily see all the way to the bridge (see attached photos). A Sheriff's Deputy regularly sits in the church parking lot to control the speed of vehicles approaching your development. At this time, the tree does not pose an issue for traffic exiting the condominiums if they simply stop and look both ways before exiting.

If you have further questions, please feel free to contact me at christine@springlakevillage.org or 842-1393.

Fondly,

Christine Burns
Village Manager

Enclosure







CARNIVAL FOR KIDS LITERACY

Supporting the Lakeshore Launch of the Dolly Parton Imagination Library
Saturday, September 17th from 11:00 A.M. to 3:00 P.M.
Located in the new Subaru Building at Mv Auto Import Center

PRESENTED BY: MY SUBARU

BENEFITTING: UNITED WAY OF THE LAKESHORE & TRI-CITIES IMAGINATION LIBRARY

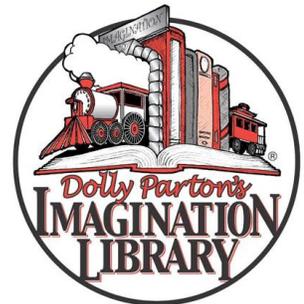
ABOUT THE EVENT: All proceeds go towards putting books in the hands of children ages 0-5 throughout our community. Every \$25 dollars raised allows for an additional child to be enrolled in the program for one year and receive a monthly book tailored to their developmental stage.

We will be selling tickets the day of the event that will allow access to the fun event activities. The tickets may be redeemed for carnival games, face-painting, bounce house, food, and more! Raffle tickets will also be sold for the chance to win some fantastic prizes! You do not need to be present to win.

GET INVOLVED: Registration and information tables will be on display for Muskegon County and the Tri-Cities area. If you have a child that qualifies for the program based on their geographic location, you will be able to sign them up on the day of the event. If you are interested in sponsoring a child for the program, forms will be available for that as well.

*\$1/ TICKET FOR EVENT ACTIVITIES

*\$5/RAFFLE TICKET OR \$25 FOR 6



EVENT REGISTRATION AND CONTACT INFORMATION: Advance registration is not required but appreciated. Please RSVP to Stephanie Ladegast at Stephanie@unitedwaylakeshore.org or by calling 231.332.4000. Questions about the event may also be directed to Stephanie.

Village of Spring Lake
Grysen Legal Expenses

<u>Date</u>	<u>Cost</u>
9/30/2015 Zitta & Scheurle	195.00
9/30/2015 Scholten & Fant	126.50
10/31/2015 Zitta & Scheurle	305.10
10/31/2015 Scholten & Fant	69.00
11/30/2015 Zitta & Scheurle	39.00
11/30/2015 Scholten & Fant	184.00
12/31/2015 Scholten & Fant	23.00
12/31/2015 Zitta & Scheurle	26.00
1/31/2016 Scholten & Fant	207.00
1/31/2016 Zitta & Scheurle	507.00
2/29/2016 Zitta & Scheurle	131.10
2/29/2016 Scholten & Fant	299.00
3/31/2016 Zitta & Scheurle	19.50
3/31/2016 Scholten & Fant	529.00
4/30/2016 Zitta & Scheurle	104.00
4/30/2016 Scholten & Fant	368.00
5/31/2016 Zitta & Scheurle	45.50
5/31/2016 Scholten & Fant	322.00
6/30/2016 Zitta & Scheurle	13.00
6/30/2016 Scholten & Fant	69.00
7/31/2016 Zitta & Scheurle	45.50
7/31/2016 Scholten & Fant	184.00
Total Cost	3,811.20

DRAFT MINUTES

**Monday August 15, 2016
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**

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

Absent: TePastte

Motion by **Nauta**, second from **Miller**, to excuse the absence of Council Member **TePastte**.

Yes: 6 No: 0

- 4. Approval of the Agenda**

Motion by **Nauta**, second from **Miller**, to approve the agenda as presented.

Yes: 6 No: 0

- 5. Consent Agenda**

A. Approved the payment of the bills (checks numbered 58034-58111) in the amount of \$205,643.29.

B. Approved the minutes for the July 14, 2016 regular Council meeting.

C. Approved an agreement with Spring Lake Township to share in the cost (50/50) of a DPW Director.

D. Approved hiring 1 additional full-time DPW employee based on the recommendation of the DPW Director.

E. Approved Resolution 2016-10 asking the State Legislature to repeal the fireworks law.

- F. Approved a bid for the painting of the exterior of Barber School to Gordon Painting of Muskegon in an amount not to exceed \$7,900.
- G. Approved a bid for the painting of the interior of Barber School to Gordon Painting of Muskegon in an amount not to exceed \$2,000.
- H. Approved a 4% pay increase for Village Manager Christine Burns based on her performance appraisals for fiscal year 2015/2016.

Motion by **Nauta**, second from **Miller**, to approve the Consent Agenda.

Yes: 6 No: 0

6. General Business

A. Best Financial Credit Union Brownfield Redevelopment Project at 612 West Savidge

Subject: On July 18, 2016, Village Council approved Resolution 2016-05 that supported the concept of working with Ottawa County Brownfield Redevelopment Authority for the parcel located at 612 W. Savidge (formerly the VanPelt property). The DDA also considered this request at their July 14, 2016 meeting (draft minutes attached). Ottawa County's General Counsel has recommended that Village Council formally solidify their support of this plan by adopting the following motion:

Motion by **Nauta**, second from **Van Strate**, to approve the exclusion of parcel 70-03-15-358-001 from the capture of tax increment revenue by the Spring Lake Central Business District Development Authority for the duration of the proposed Act 381 Brownfield Redevelopment Combined Work Plan for the Best Financial Credit Union.

Yes: 6 No: 0

7. Department Reports

- A. Village Manager
- B. Clerk/Treasurer/Finance Director
- C. OCSO
- D. Fire
- E. 911
- F. DPW
- G. Water
- H. Sewer

- I. **Minutes from Various Board & Committees**
 - 1. **Parks & Recreation**
 - 2. **DDA**

8. Old Business and Reports by the Village Council

President **MacLachlan** shared a statement he had prepared regarding Manager **Burns** appraisal. (attached)

9. New Business and Reports by Village Council – No new business at this time

10. Status Report: Village Attorney – No report from the Village Attorney at this time.

11. Statement of Citizens

Barbara Lee, 19 Lafayette, was present and invited Council to a Town Hall meeting on Mental Illness Part 3 on Monday, September 26, 2016 from 6:30 – 9:00 p.m. at the Grand Haven Community Center.

Dave Fegel was present and told Council that his son-in-law, Tim Reed, had set up a shave ice truck on the Van Pelt property at the corner of Savidge and School Street after going through, what they felt, were the proper channels including taking to Lukas Hill and Ottawa County's Health Department. Mr. Fegel said Lukas Hill and a Sgt. Kik had shut their business down and given Mrs. Debra Reed a ticket. Mr. Fegel asked Council what they needed to do to get their business approved in the Village. President MacLachlan told Mr. Fegel that he would need to have a meeting with the Village Manager and she would direct him on what he should do.

12. Adjournment

Motion by **Van Strate**, second from **Miller**, Village Council adjourned the meeting at 7:15 p.m.

Yes: 6 No: 0

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk