

Village of Spring Lake

Council Work Session

February 13, 2017

7:00 p.m.

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

www.springlakevillage.org

1	<p>7:00 p.m. – Crockery Township Request (Marv Hinga & Leon Stille)</p> <p>Crockery Township is requesting assistance from the Village of Spring Lake to sponsor an SIB Loan on behalf of Crockery Township for the construction of the North Bank Trail. Crockery Township would repay the Village with proceeds from the Crockery Township Pathways millage – estimated at \$75,000/year. Crockery Township would also reimburse the Village for costs related to the administering the SIB Loan. The Parks & Recreation Board considered the request at their February 6, 2017 meeting and recommend that Council consider collaborating with Crockery on this request as it benefits the residents of NW Ottawa County. Details regarding the proposal and a sample promissory note are attached for Council consideration.</p>
2	<p>7:15 p.m. – Budget Amendments (Marv Hinga)</p> <p>Three budget amendments affecting the Major Street Fund, DDA Fund and the Tax Increment Fund are being proposed. The amendments do not change the budgeted bottom line for the funds. Any increase in a line item’s spending is being offset either by increased revenue or a reduction in the budgets of other line items.</p>
3	<p>7:18 p.m. – Request for Proposals (RFP) ~ Asset Management Plan (John Stuparits)</p> <p>Prein & Newhof has submitted an RFP for Asset Management Services for the Village’s water supply system. The scope of this project is to create a foundational Asset Management Plan that will efficiently meet the current requirements and allow the Village to add data/functionality as time and resources allow in the future. The cost for the plan is \$13,250 and the RFP is attached for Council review. John Stuparits will be in attendance to discuss the importance of the Asset Management Plan.</p>

<p>4</p>	<p>7:28 p.m. – Water Reliability Study (John Stuparits)</p> <p>As discussed with Council back in October/November/December, it is required that the North Bank communities complete a Water Reliability Study. Pat Staskiewicz, OCRC Public Utilities Director, has retained Prein & Newhof to complete the study at a cost of \$7,500 for the Village of Spring Lake.</p>
<p>5</p>	<p>7:38 p.m. – Grant Agreement ~ Whistle Stop Playground (Mixer Fund)</p> <p>The Village has been awarded \$1,000 from the William H. Young and Dorothy Young Mixer Field of Interest Fund for use at Whistle Stop Playground. Grant documents need to be approved and executed prior to disbursement of funds.</p>
<p>6</p>	<p>7:41 p.m. – GIS Agreement</p> <p>Ottawa County provides GIS Services to the Village of Spring Lake and as such requires an agreement be executed (<i>attached</i>). It’s unrealistic for the Village to hire staff that are trained in GIS and capable of providing the services that OC GIS does on our behalf, especially at the price point that we are paying.</p>
<p>7</p>	<p>7:43 p.m. – Harbor Transit Millage Approval</p> <p>Attached, please find Resolution 2017 – 03 which sets the millage rate for Harbor Transit. After reviewing the Articles of Incorporation and the Bylaws of Harbor Transit, please note the following:</p> <ul style="list-style-type: none"> • The budget must be approved by 2/3rds of the HT Board members. There is no requirement for the governing bodies of the member units to approve the budget. • However, the maximum millage rate must be delivered to the governing bodies of the member units who should vote on the maximum millage rate by March 1st. However, if a governing body does not vote on the millage rate by March 1st, such lack of action shall constitute approval of the millage rate.
<p>8</p>	<p>7:45 p.m. – Central Park Reservation</p> <p>The Noah Project would like to reserve Central Park (Pavilion and Langland ball field) on May 14, 2017 (<i>request attached</i>). The Noah Project is a no-kill animal shelter located in Fruitport Charter Township.</p>

<p>9</p>	<p>7:47 p.m. – Storm Water Management Agreement</p> <p>Grand Valley Metro Council (GVMC) prepares and submits our annual NPDES MS4 permit each year as part of a cooperative agreement with the 23 permittees in the Lower Grand River Watershed (LGROW). Cost for this service remains the same for 2017-2019 at \$5,307.</p>
<p>10</p>	<p>7:50 p.m. – Wetland Mitigation Report</p> <p>Attached please find a report and photos for the 2016 Wetland Mitigation Monitoring Report as prepared by Adrienne Peterson of Peterson Environmental. This report will be submitted to the Army Corp of Engineers. Of particular interest are the recommendations contained on page 8, which indicates that the Village will be undertaking the eradication of invasive species in the wetland areas. While the Wetlands Watch Group (Leslie Newman) tackles Phragmites, the Village still needs to treat for purple loosestrife, common reed, reed canary grass, barnyard grass and Japanese knotweed. Cardno, Inc. is the local authority (and the firm that WW uses) on invasive species and have submitted a proposal (<i>attached</i>) to treat the areas this summer.</p>
<p>11</p>	<p>7:54 p.m. – Budget Calendar Discussion</p> <p>According to the Charter, the budget must be adopted no later than June 15th of each year. The second meeting in June falls on June xx, which means that Council has to adopt the budget on June xx or call a special meeting in order to accommodate the Charter provision. The proposed budget calendar is included for Council review.</p>
<p>12</p>	<p>7:59 p.m. – Contract Amendment ~ Village Manager</p> <p>Council Member Tepaste has gathered input from Council Members and will have a proposal to present at the meeting.</p>
<p>13</p>	<p>8:14 p.m. – Disincorporation Work Group Update</p> <p>The work group met on January 15, 2017 and will meet again on February 15, 2017. Chairperson Tony Verplank will present the work group’s findings and offer a recommendation to Council at the February 20, 2017 Village Council Meeting.</p>

14	8:16 p.m. – Communications <ul style="list-style-type: none">• Beautification Committee Update• Central Park Clean-up• Cuti Response• Grand River Clean-up (Kaminski)• Kuerth Letter• LEPC Conference• Library Calendar (February)• Library Update (Fruitport)• NBCF Donation (Central Park)• Phragmites Update
15	8:17 p.m. - Minutes <p>Minutes of the January 16, 2017 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to February 9, 2017.</p>
16	8:18 - Public Comment <p>Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes.</p>
17	8:30 – Adjourn

Memo

To: Village of Spring Lake Parks Commission
From: Leon Stille, Crockery Township Supervisor
cc: Spring Lake Village Council
Date: February 1, 2017
Re: MDOT Financing Assistance Request

Crockery Township is in the process of securing financing for the North Bank Trail. When the North Bank Trail is completed, it will be part of a network of trails which will eventually link the Grand Haven/Spring Lake area and the communities of Grand Rapids, Marne, Coopersville and Nunica. The North Bank Trail will connect with the Spoonville Trail which will allow North Bank Trail users to travel on the M-231 bridge over the Grand River.

One of the financing tools Crockery Township is considering is a loan from the State Infrastructure Bank (SIB) to pay for the portion of Trail expenses not covered by the MDOT Transportation Alternatives Program (TAP) Grant. SIB Loans are only available to governmental units which receive Act 51 funding. Crockery Township is ineligible for the program. However, if we can partner with an Act 51 entity such as the Village of Spring Lake, Crockery Township would be able to use SIB Financing.

Crockery Township requests the Village of Spring Lake sponsor an SIB Loan on behalf of Crockery Township for up to \$600,000 for the construction of the North Bank Trail. Crockery Township would repay the Village with proceeds from the Crockery Township Pathways millage – estimated at \$75,000/year. Crockery Township would also reimburse the Village for costs related to the administering the SIB Loan.

CORRECTED

PROMISSORY NOTE

June 19 _____, 2014

\$472,500

1. For value received, the undersigned BRUCE TOWNSHIP (hereinafter referred to as "Maker") promises to pay to the MACOMB COUNTY DEPARTMENT OF ROADS (hereinafter referred to as "Holder"), the principal amount of Four Hundred Seventy-Two Thousand Five Hundred Dollars (\$472,500), plus interest at a rate of Three Percent (3%) per annum.
2. Agreement. This Promissory Note (hereinafter referred to as "Note") is given as the Maker's indemnification of Holder of all of the terms and conditions of the loan obtained by the Holder with the State Infrastructure Bank for the road paving project on 34 Mile Road from Campground to Fisher (hereinafter referred to as "Road Project"), and in support of the Cost Share Agreement between Maker and Holder for this road project (hereinafter referred to as "Cost Share Agreement"). The terms and conditions of the loan documents and Cost Share Agreement are incorporated by reference.
3. Installments. The principal shall be paid in annual payments to the Holder in the amount of Forty-Seven Thousand Four Hundred Sixty-Eight Dollars and Thirty-Four Cents (\$47,468.34) per year for twelve (12) years commencing when the first payment is due under the loan documents, until the entire sum of Four Hundred Seventy-Two Thousand Five Hundred Dollars (\$472,500) is paid in full, plus interest at the rate of Three Percent (3%) on the unpaid balance, for a total payment amount of Five Hundred Sixty-Nine Thousand Six Hundred Twenty Dollars (\$569,620.00) at the end of the loan term, as outlined in the SIB Loan Amortization Schedule attached.
4. Prepayments. Maker may prepay all or part of the principal of this Note at any time, without penalty. Any partial prepayment will be applied to the installment or installments last falling due under this Note, and a partial prepayment shall not affect the amount or time of payment of succeeding required installments.
5. Default and Acceleration. Each of the following shall be an event of default under this Note:
 - A. If Maker fails to pay an invoice from the Holder within thirty (30) days of the date of issuance of the invoice.
 - B. Maker dissolves or becomes insolvent or makes an assignment for the benefit of creditors.
 - C. Maker misrepresents any documentation or information provided to the Holder to secure this Note.
 - D. The Maker defaults in the performance of any other obligation under this

Note.

- E. A guarantee or pledge made by the Maker that now or later secures payment for any or all of the indebtedness arising out of this Note becomes terminated or limited for any reason without the prior written consent or agreement of the Holder.
- F. At any time the Holder has good faith cause to believe that the prospect of payment or performance under this Note is impaired.

Upon the occurrence of any event of default, Holder shall immediately send a Notice of Default to the Maker in the manner provided in Provision 10 below. Holder shall have ten (10) days from the receipt of the Notice of Default to cure the default. In the event the default is not cured within this ten (10) day period, all sums unpaid under this Note, at the option of the Holder, may become accelerated and immediately due and owing.

- 6. Place and Application of Payments. Place and application of payments shall be made in accordance with the terms of the Cost Share Agreement.
- 7. Remedies. The Holder of this Note shall have all rights and remedies provided under the terms of this Note, the Cost Share Agreement, and by law.
- 8. Waivers. No delay by the Holder of this Note shall be a waiver of the exercise of any right or remedy. No single or partial exercise by the Holder of any right or remedy shall preclude any other or future exercise of that or any other right or remedy. No waiver by the Holder of any default or of any provision of this Note shall be effective unless it is in writing and signed by the Holder. No waiver of any right or remedy on one occasion shall be a waiver of that right or remedy on any future occasion.

Maker, as guarantor, waives all defenses based on suretyship or impairment of collateral, and consent to any extension or postponement of time of its payment, to the addition of any party, and to the release, discharge, waiver, modification, or suspension of any rights and remedies against any person who may be liable for the indebtedness evidenced by this Note.

- 9. Applicable Law and Jurisdiction. This Note shall be governed by and interpreted according to the laws of the State of Michigan without giving effect to conflict-of-laws principles. Maker irrevocably agrees and consent that any action against Maker to collect or enforce this Note must be brought in the Macomb County Circuit Court.

10. Notice. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States registered or certified mail, return receipt requested, postage prepaid, or (d) prepaid telegram or facsimile transmission (provided that the receipt of such telegram or facsimile transmission is confirmed), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this Section, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this Section, or, in the case of telegram or facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

If to Holder: Macomb County Department of Roads
 Attention: Director of Roads
 117 South Groesbeck Highway
 Mt. Clemens, MI 48043

If to Maker: Bruce Township
 Attention: Township Supervisor
 223 East Gates
 Romeo, MI 48065

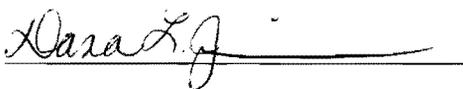
13. MAKER AND HOLDER IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY ACTION, INCLUDING ANY CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM ("CLAIM") THAT IS BASED UPON, ARISES OUT OF, OR RELATES TO THIS NOTE OR THE INDEBTEDNESS EVIDENCED BY IT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM BASED UPON, ARISING OUT OF, OR RELATING TO ANY ACTION OR INACTION OF HOLDER IN CONNECTION WITH ANY ACCELERATION, ENFORCEMENT, OR COLLECTION OF THIS NOTE OR SUCH INDEBTEDNESS.

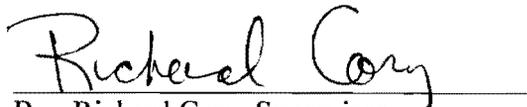
MAKER:

WITNESS:

"Guarantor"

BRUCE TOWNSHIP




By: Richard Cory, Supervisor

HOLDER:

WITNESS:

“Creditor”

MACOMB COUNTY DEPARTMENT
OF ROADS

Sm Van Gaelandt

Mark F. Deldin

By: Mark F. Deldin
Deputy County Executive

AGREEMENT

This Agreement entered into this 19th day of June, 2014, by and between the Macomb County Department of Roads, hereinafter referred to as "COUNTY"; and Bruce Township, hereinafter referred to as "TOWNSHIP".

WHEREAS, TOWNSHIP initiated a project on 34 Mile Road in TOWNSHIP, and

WHEREAS, the project contemplated involves the paving of 34 Mile Road from Fisher Road to west of Campground Road within TOWNSHIP, and

WHEREAS, COUNTY has adopted policies relating to TOWNSHIP's participation in construction on primary roads, and

WHEREAS, COUNTY has agreed with TOWNSHIP to have the project engineered, constructed, inspected and placed in service, and

NOW, THEREFORE, COUNTY and TOWNSHIP agree to carry out the design engineering work for this project under a single contract according to the following terms and conditions:

1. The project termini are:
 - 34 Mile Road from Fisher Road to west of Campground Road
2. The work for this project shall be defined as, but not necessarily include:
 - Required material
 - Construction contract cost
 - Survey, engineering plans, testing and field staking
 - Overhead and fringe benefits
 - Right of way acquisition
 - Preliminary and construction engineering
 - Signing and pavement marking
 - Other labor, materials, etc. to provide a complete design for project
3. The following cost sharing proportions have been agreed to (Exhibit A):
 - COUNTY share: Fifty percent (50%) of all project costs after Federal funds are applied
 - TOWNSHIP share: Fifty percent (50%) of all project costs after Federal funds are applied

4. Funds provided by TOWNSHIP shall be paid in full to COUNTY prior to the start of the design engineering work for the project.
5. COUNTY, upon completion of said project, will furnish TOWNSHIP with a statement of actual costs of the project and will remit all collected monies exceeding the total cost of the project including overhead and fringe benefits or collect any additional monies necessary to meet the total cost of the project.
6. Overhead and fringe benefits applied shall be at a rate as determined on an annual basis. This rate is subject to change annually based upon actual costs incurred from the prior year and shall be applied to those costs incurred for that particular period.
7. TOWNSHIP, COUNTY, the County of Macomb, their officers, agents, employees and consultants will be listed as additional insureds on the Contractor's insurance policy for general liability, automobile liability, excess coverage and worker's compensation.
8. COUNTY agrees to obtain authorization for additional expenditures beyond the limits of the Construction Contract from TOWNSHIP prior to committal of same.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

WITNESS

MACOMB COUNTY

[Handwritten Signature]

[Handwritten Signature]

Mark F. Deldin, Deputy County Executive

WITNESS

BRUCE TOWNSHIP

[Handwritten Signature]

[Handwritten Signature]

Richard Cory, Supervisor

**EXHIBIT A
ESTIMATED COST
WORK ORDER #1398
34 MILE ROAD PAVING FROM FISHER TO CAMPGROUND**

<u>WORK ORDER SUFFIX</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>COST SHARE</u>
A	Preliminary Engineering - Survey & Design (7%)	147,000	50% Twp/50% County
B	Right of Way Costs	-	N/A
C	Construction Engineering & Inspection (15%)	\$315,000	50% Twp/50% County
D	Sign & Pavement Markings	-	N/A
E	Construction Estimate	\$2,100,000	50% Twp/50% County
E	Administration Fee (3%)	63,000	50% Twp/50% County
E	Contingencies	-	N/A
F	Design Contract & Testing Costs	-	N/A
G	Right of Way Acquisition Costs	-	N/A
M	Signal Costs	-	N/A
	Total Project Cost	\$2,625,000	
	Less Federal Funds	\$1,680,000	
	Total Cost to be Shared	\$945,000	50% Twp/50% County

BREAKDOWN OF PARTICIPANT TOTALS

Bruce Township \$472,500 (to be paid to COUNTY through SIB loan)
 Macomb County \$472,500

Village of Spring Lake
February 2017 Budget Amendments

	Fund	Dept.	Account	Current	Proposed	Change
236-000.000-702.001	DDA	DDA	Full Time Wages - Overtime	1,000	2,500	1,500
236-000.000-703.000	DDA	DDA	Part Time Wages	24,000	20,000	(4,000)
236-000.000-703.001	DDA	DDA	Part Time Wages - Overtime	-	250	250
236-000.000-740.000	DDA	DDA	Operating Supplies	1,000	2,000	1,000
236-000.000-804.501	DDA	DDA	Labor Contract - Snow Removal	2,000	-	(2,000)
236-000.000-885.300	DDA	DDA	Holiday Decorations	3,000	7,000	4,000
236-000.000-922.001	DDA	DDA	Sprinkling System Water	-	8,750	8,750
236-000.000-933.600	DDA	DDA	Parking Lot Maintenance	27,500	20,000	(7,500)
236-000.000-935.000	DDA	DDA	Repairs and Maintenance	10,000	8,000	(2,000)
Adjust budgeted line item expenditures in DDA Fund to reflect actual spending				Change		0
296-000.000-804.100	Tax Increment Fund	Tax Increment Fund	Audit Services	1,700	1,625	(75)
296-000.000-886.000	Tax Increment Fund	Tax Increment Fund	Chamber Economic Development	3,600	3,725	125
296-000.000-956.200	Tax Increment Fund	Tax Increment Fund	Bank Fees	200	150	(50)
Adjust budgeted line item expenditures in TIFA Fund to reflect actual spending				Change		0
202-000.000-677.101	Major Streets	Revenue	State Trunkline Reimbursement	21,000	23,575	2,575
202-482.000-801.000	Major Streets	Administration	Professional Services	-	3,000	3,000
202-482.000-804.100	Major Streets	Administration	Audit Fees	675	860	185
202-482.000-702.000	Major Streets	Administration	Full Time Wages	6,573	5,963	(610)
Adjust budgeted line item expenditures in Major Street Fund to reflect actual spending				Change		0

February 3, 2017

John Stuparits
Village of Spring Lake
102 West Savidge Street
Spring Lake, MI 49456

RE: Proposal for the Village of Spring Lake - Water Supply System Asset Management Services

Dear John:

Prein&Newhof is pleased to submit this proposal for Asset Management Services for the Village of Spring Lake water supply system. The scope of this project is to create a foundational Asset Management Plan that will efficiently meet the current requirements and allow you to add data/functionality as time and resources allow in the future.

Project Understanding

Michigan's Safe Drinking Water Act was recently amended with additional General Plan requirements for Community Water Supplies such that communities serving more than 1,000 people shall implement an asset management program by January 1, 2018 for all functionally and financially significant assets. In accordance with the requirements, the Asset Management Plan shall include:

- A pipe and non-pipe assets inventory.
- A methodology for assessing the criticality of each asset considering the likelihood and consequence of failure.
- A statement of level of service goals.
- An updated 5 and 20 year Capital Improvement Plan.
- A financial plan showing how rates and other funding will provide sufficient resources to implement the asset management program.

The Village of Spring Lake seeks to comply with the new requirements of Michigan's Safe Drinking Water Act by creating an Asset Management Plan for their Community Water Supply that will allow the community to cost-effectively manage its water infrastructure and ensure the long-term sustainability of the water system for its system owners.

Scope of Services

Task 1: Inventory and Condition Assessment

System assets generally include the following:

- Water Supply – booster stations, interconnecting pipes/meters, interconnect control valves, and transmission mains.
- Storage – above ground storage tanks.

- Storage – above ground storage tanks.
- Buildings – structural buildings housing treatment facilities and site infrastructure.
- Distribution – distribution mains, valves, and hydrants. (does not include services)
- Electrical and Communications – SCADA and control panels.

We propose to:

- a. Obtain your most recent Water Reliability Study (WRS) and an electronic version of the model used in the study, if we do not already have this information.
- b. Obtain a copy of your recent Sanitary Survey completed by the Michigan Department of Environmental Quality (MDEQ).
- c. Develop your asset inventory using information included in the WRS model and Sanitary Survey.
- d. Review/Edit water distribution map in a Geographic Information System (GIS), if necessary.
- e. Meet with your utility staff to review the asset inventory.

Task 2: Criticality, Risk of Failure, Consequence of Failure, and Level of Service

We plan to work with your staff to develop level of service goals and to assess criticality, considering their failure risk and consequence of failure.

This involves the following:

- a. When we meet with your utility staff to discuss your inventory, we can cover your level of service goals. This can include a focus on domestic and fire flows, existing and future service districts, available pressures, system reliability, redundancy, leaks in the system, water quality concerns, staffing, and other service goals for the system.
- b. We will then assign risk and consequence of failure ratings for each asset. Institutional knowledge of DPW staff will be important during this process to capture the best available information regarding existing conditions. Also, non-pipe asset ratings shall be provided by the City. We use these ratings to create a criticality map in GIS. We have not included on-site condition assessments or inspections in the current scope of services.

Task 3: Prepare Asset Management Plan

This is where we review your current revenue structure, develop your 5 and 20 year Capital Improvement Plans and develop a summary report of our findings to support your Asset Management Plan.

We plan to team with Tom Traciak and his firm H.J. Umbaugh & Associates for the Financial Plan work. Umbaugh is a CPA firm specializing in bond financing and rate studies. Tom, as well as Umbaugh as a firm, is registered with the SEC as Municipal Advisors, which means they are able to model future debt scenarios as necessary. Umbaugh will review the current budget and will forecast revenue requirements in support of the future capital cost identified through the asset management evaluation.

We recommend the following steps in collaboration with a financial consultant:

- a. Meet with you and your utility staff to discuss the results of tasks 1 and 2 and develop a 5 and 20 year Capital Improvement Plan.

- c. Create an Asset Management Plan including:
 - o Water Distribution System Map
 - o Pipe Assets Summary
 - o Non-pipe Assets Summary
 - o Criticality Map methodology summary
 - o Statement of Level of Service Goals
 - o 5 and 20 year Capital Improvement Plan
 - o Financial Plan/Policy
- d. Final Report (MDEQ submittal)

Fees and Schedule

Prein&Newhof proposes to complete the work in a collaborative effort with the Village of Spring Lake, Spring Lake Township, City of Ferrysburg, and Crockery Township. In order to minimize costs meetings with Prein&Newhof , financial advisor and the four municipalities will be held at the same time and location. This will result in an anticipated savings of \$3,000 to each municipality.

Prein&Newhof proposes to perform the services described above for the lump sum amount of \$13,250 for the Village of Spring Lake Water Asset Management project. Additional services not described in this proposal will be provided for an additional fee. No additional work shall proceed without receipt of written authorization by the Village of Spring Lake. If you are in agreement with this proposal, please sign and date the attached Professional Services Agreement and forward a signed copy to our office. The anticipated costs included in the proposal fee for the financial consultant is \$2,500 if any of the municipalities are considering working on the financial portion on their own.

We appreciate the opportunity to provide you with this proposal. Please contact me if you have any questions or need additional information.

Sincerely,

Prein&Newhof

Kevin S. Kieft, P.E.

KSK/kk



Barbara E. Marczak, P.E.

c: Christine Burns, Village of Spring Lake

Project No.

Professional Services Agreement

This Professional Services Agreement is made this 3rd day of February, 2017 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and the Village of Spring Lake (“Client”), of 102 West Savidge Street, Spring Lake, MI 49456.

WHEREAS Client intends to:

Complete Water Supply System Asset Management Plan

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: John Stuparits
Title: Public Works Director
Phone Number: 616-842-1393
Facsimile Number: 616-847-1393
E-Mail: dpw@springlakevillage.org

Name: Kevin S. Kieft, P.E.
Title: Project Manager
Phone Number: 231-798-0101
Facsimile Number: 231-798-0337
E-Mail: kkieft@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated February 3, 2017
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated February 3, 2017

Scope of Services defined as follows:

[INSERT SCOPE OF SERVICES]

ARTICLE 4 – COMPENSATION:

- Lump Sum for Services Described in Article 3 above - \$13,250.00.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
- Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Client

Prein&Newhof

By: _____

By: Barbara E. Marczak

Printed Name: _____

Printed Name: **Barbara E. Marczak**

Title: _____

Title: **Team Leader**

Date: _____

Date: 2/3/2017

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter "Terms and Conditions"), unless the context otherwise indicates: the term "Agreement" means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term "Engineer" refers to Prein & Newhof, Inc.; and the term "Client" refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer's profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer's opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client's behalf on all matters related to the Engineer's services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer's performance of services.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer's services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against

Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

February 3, 2017

John Stuparits
Village of Spring Lake
102 West Savidge Street
Spring Lake, MI 49456

RE: Proposal for the Village of Spring Lake - Water Supply System Asset Management Services

Dear John:

Prein&Newhof is pleased to submit this proposal for Asset Management Services for the Village of Spring Lake water supply system. The scope of this project is to create a foundational Asset Management Plan that will efficiently meet the current requirements and allow you to add data/functionality as time and resources allow in the future.

Project Understanding

Michigan's Safe Drinking Water Act was recently amended with additional General Plan requirements for Community Water Supplies such that communities serving more than 1,000 people shall implement an asset management program by January 1, 2018 for all functionally and financially significant assets. In accordance with the requirements, the Asset Management Plan shall include:

- A pipe and non-pipe assets inventory.
- A methodology for assessing the criticality of each asset considering the likelihood and consequence of failure.
- A statement of level of service goals.
- An updated 5 and 20 year Capital Improvement Plan.
- A financial plan showing how rates and other funding will provide sufficient resources to implement the asset management program.

The Village of Spring Lake seeks to comply with the new requirements of Michigan's Safe Drinking Water Act by creating an Asset Management Plan for their Community Water Supply that will allow the community to cost-effectively manage its water infrastructure and ensure the long-term sustainability of the water system for its system owners.

Scope of Services

Task 1: Inventory and Condition Assessment

System assets generally include the following:

- Water Supply – booster stations, interconnecting pipes/meters, interconnect control valves, and transmission mains.
- Storage – above ground storage tanks.

- Storage – above ground storage tanks.
- Buildings – structural buildings housing treatment facilities and site infrastructure.
- Distribution – distribution mains, valves, and hydrants. (does not include services)
- Electrical and Communications – SCADA and control panels.

We propose to:

- a. Obtain your most recent Water Reliability Study (WRS) and an electronic version of the model used in the study, if we do not already have this information.
- b. Obtain a copy of your recent Sanitary Survey completed by the Michigan Department of Environmental Quality (MDEQ).
- c. Develop your asset inventory using information included in the WRS model and Sanitary Survey.
- d. Review/Edit water distribution map in a Geographic Information System (GIS), if necessary.
- e. Meet with your utility staff to review the asset inventory.

Task 2: Criticality, Risk of Failure, Consequence of Failure, and Level of Service

We plan to work with your staff to develop level of service goals and to assess criticality, considering their failure risk and consequence of failure.

This involves the following:

- a. When we meet with your utility staff to discuss your inventory, we can cover your level of service goals. This can include a focus on domestic and fire flows, existing and future service districts, available pressures, system reliability, redundancy, leaks in the system, water quality concerns, staffing, and other service goals for the system.
- b. We will then assign risk and consequence of failure ratings for each asset. Institutional knowledge of DPW staff will be important during this process to capture the best available information regarding existing conditions. Also, non-pipe asset ratings shall be provided by the City. We use these ratings to create a criticality map in GIS. We have not included on-site condition assessments or inspections in the current scope of services.

Task 3: Prepare Asset Management Plan

This is where we review your current revenue structure, develop your 5 and 20 year Capital Improvement Plans and develop a summary report of our findings to support your Asset Management Plan.

We plan to team with Tom Traciak and his firm H.J. Umbaugh & Associates for the Financial Plan work. Umbaugh is a CPA firm specializing in bond financing and rate studies. Tom, as well as Umbaugh as a firm, is registered with the SEC as Municipal Advisors, which means they are able to model future debt scenarios as necessary. Umbaugh will review the current budget and will forecast revenue requirements in support of the future capital cost identified through the asset management evaluation.

We recommend the following steps in collaboration with a financial consultant:

- a. Meet with you and your utility staff to discuss the results of tasks 1 and 2 and develop a 5 and 20 year Capital Improvement Plan.

- c. Create an Asset Management Plan including:
 - o Water Distribution System Map
 - o Pipe Assets Summary
 - o Non-pipe Assets Summary
 - o Criticality Map methodology summary
 - o Statement of Level of Service Goals
 - o 5 and 20 year Capital Improvement Plan
 - o Financial Plan/Policy
- d. Final Report (MDEQ submittal)

Fees and Schedule

Prein&Newhof proposes to complete the work in a collaborative effort with the Village of Spring Lake, Spring Lake Township, City of Ferrysburg, and Crockery Township. In order to minimize costs meetings with Prein&Newhof, financial advisor and the four municipalities will be held at the same time and location. This will result in an anticipated savings of \$3,000 to each municipality.

Prein&Newhof proposes to perform the services described above for the lump sum amount of \$13,250 for the Village of Spring Lake Water Asset Management project. Additional services not described in this proposal will be provided for an additional fee. No additional work shall proceed without receipt of written authorization by the Village of Spring Lake. If you are in agreement with this proposal, please sign and date the attached Professional Services Agreement and forward a signed copy to our office. The anticipated costs included in the proposal fee for the financial consultant is \$2,500 if any of the municipalities are considering working on the financial portion on their own.

We appreciate the opportunity to provide you with this proposal. Please contact me if you have any questions or need additional information.

Sincerely,

Prein&Newhof

Kevin S. Kieft, P.E.

KSK/kk



Barbara E. Marczak, P.E.

c: Christine Burns, Village of Spring Lake

Project No.

Professional Services Agreement

This Professional Services Agreement is made this 3rd day of February, 2017 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and the Village of Spring Lake (“Client”), of 102 West Savidge Street, Spring Lake, MI 49456.

WHEREAS Client intends to:

Complete Water Supply System Asset Management Plan

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: John Stuparits
Title: Public Works Director
Phone Number: 616-842-1393
Facsimile Number: 616-847-1393
E-Mail: dpw@springlakevillage.org

Name: Kevin S. Kieft, P.E.
Title: Project Manager
Phone Number: 231-798-0101
Facsimile Number: 231-798-0337
E-Mail: kkieft@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated February 3, 2017
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated February 3, 2017

Scope of Services defined as follows:

[INSERT SCOPE OF SERVICES]

ARTICLE 4 – COMPENSATION:

- Lump Sum for Services Described in Article 3 above - \$13,250.00.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
- Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Client

Prein&Newhof

By: _____

By: Barbara E. Marczak

Printed Name: _____

Printed Name: **Barbara E. Marczak**

Title: _____

Title: **Team Leader**

Date: _____

Date: 2/3/2017

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
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K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

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Water & Sewer Needs Assessment

Water

\$5,000 GIS Water Map (approved in Sept. 2016, \$4,900 P&N)

\$1,021,200 Water Meter Replacement ((10%/yr.), 1200 x \$851))

\$7,500 Water Reliability Study (SLV share based on P&N estimate for 2017 study)

\$13,250 Water Asset Management Plan (P&N estimate)

\$87,500 Water Reliability Study Recommendation- High Priority (river crossing **repair**, 2006 preliminary cost estimate, assumed 25% for SLV) ($\$350,000$ (from ocrc) \times 25%= $\$87,500$)

\$505,000 Water Reliability Study Recommendations-Medium Priority

\$1,639,450 Water Total

Sewer

\$55,395 /\$110,789 SAW Grant Reimbursement (1/2 from General Fund)

\$61,000 Lift Station Repairs (South Lake)

\$1,795,500 SLPS & force main ($\$7,000,000 \times 20%$ (slv flow) + \$395,500 interest) = $\$1,795,500$)

\$1,911,895 Sewer Total

\$3,551,345 Total Water & Sewer Needs

- **Number 1 item in 2016 & 2017 Strategic Planning & Goal Setting session was INFRASTRUCTURE**

Christine Burns

From: Pat Staskiewicz <PStaskiewicz@ottawacorc.com>
Sent: Monday, January 30, 2017 3:34 PM
To: Gordon Gallagher (GGallagher@springlaketwp.org); Craig Bessinger (cbessinger@ferrysburg.org); Christine Burns; Leon Stille (Stillcon@aol.com)
Cc: John Stuparits (jstuparits@springlaketwp.org); treasurer@crockerymi.org
Subject: Reliability Study

Hello:

I just authorized Prein & Newhof to begin the reliability study for the Northside. The Prein & Newhof cost is \$28,000 and I estimated \$2,000 for OCRC coordination costs for a total budget of \$30,000, or \$7,500 each. Prein & Newhof will start gathering the information from each system. If you have any questions or concerns, please let me know. We will be scheduling a kickoff meeting with P&N in the next 30 days.

Thank you,

Pat

Patrick J. Staskiewicz, P.E.

Public Utilities Director

Ottawa County Road Commission

PO Box 739, Grand Haven, MI 49417

(616) 850-7208 Direct Office

(616) 638-0380 Cell Phone

(616) 850-7237 Fax



Grand Haven Area

community foundationSM

January 31, 2017

Village of Spring Lake
102 West Savidge Street
Spring Lake, MI 49456

Dear Chris,

Congratulations! I am pleased to let you know that the William H. Young and Dorothy Young Mixer Committee of the Grand Haven Area Community Foundation has thoroughly reviewed your grant proposal and agreed to provide a grant in the amount of \$1,000.00 for Whistle Stop Playground.

Public recognition of your grant is very important to encourage future contributions and spread the word about the great work you are doing throughout the community. Please refer to the *Guidelines for Communicating about Your Grant* which is on page three of the enclosed Grant Agreement paperwork. When possible, the Foundation would also like to receive any photographs of this grant, to be used for publications.

Please sign and return the enclosed grant agreement(s) to our office at your earliest convenience. Once received, a grant check will be issued.

Once again, congratulations to you and your team. We are pleased to assist you in meeting the needs of our Tri-Cities residents and making our community the best it can be. Best wishes.

Sincerely,

Lauren Grevel
Grants & Nonprofit Services Associate



GRANT AGREEMENT

THIS AGREEMENT, dated January 31, 2017 by and between the **Grand Haven Area Community Foundation**, a Michigan nonprofit corporation, whose address is One South Harbor Drive, Grand Haven, Michigan 49417 (the “**Foundation**”) and **Village of Spring Lake**, a tax-exempt organization under the Internal Revenue Code, whose address is 102 West Savidge Street Spring Lake, MI, 49456 (the “**Grantee**”), with reference to the following facts and circumstances.

A grant (the “**Grant**”) has been awarded to the Grantee by the Foundation for those specific purposes only which are described in Grantee’s Grant Application (the “**Application**”).

Specific particulars concerning the Grant are:

Date Grant awarded by Board of Trustees: January 31, 2017

Program/Project*: Whistle Stop Playground

Grant number: 201622746

Grant amount: \$1,000.00

Foundation Fund(s): William H. Young and Dorothy Young Mixer Field of Interest Fund of the Grand Haven Area Community Foundation

**Please refer to Section VII for any special conditions or restrictions regarding this grant.*

This Agreement is being entered into by the Foundation and the Grantee to set forth the terms and conditions of the Grant.

In consideration of the Foundation making the Grant to the Grantee, the Grantee accepts all of the terms and provisions of this Agreement and the parties agree as follows:

I. Public Information

Compliance with the public information requirements of the Grant Agreement is required to retain the Grant and to be eligible for possible future financial assistance from the Foundation. Please refer to *Guidelines for Communicating about Your Grant* on page 3.

II. Grant Payment

Grant funds will be released when a signed Grant Agreement is received by the Foundation office. Please allow at least two weeks for check processing. If special conditions of the grant have been specified in Section VII below, documentation must have been received by the Foundation from Grantee evidencing Grantee’s full compliance before grant funds will be distributed.

The Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under the Grant, to require a refund of any unexpended Grant funds, or both, if, in the Foundation’s judgment:

1. Grant funds have been used for purposes other than those addressed by this Agreement and/or the Application;
2. Such action is necessary to comply with the requirements of any law or regulation affecting the Foundation including, but without limitation, Grantee’s failure to maintain in good standing its status as a tax exempt organization under the Internal Revenue Code; or
3. Grantee’s performance under the Grant has not been satisfactory. The Foundation, in its sole and absolute discretion, will determine whether performance is satisfactory.

III. **Expenditure of Funds**

- A. The Grant is to be used only for the purposes described in the Application. **The program/project funded by the Grant may only be modified with the Foundation’s prior written approval.**
- B. Grantee shall return to the Foundation any unexpended funds at the completion of the project/program.
- C. The Grantee shall maintain its books and records so as to show, and separately account for, all funds received under this Grant. These books and records shall be maintained in a manner consistent with general accepted accounting practices and shall be retained for five (5) years after the final Grant payment. Grantee shall permit the Foundation to have reasonable access to its books and records, files, and personnel during the term of the Grant and for five years after the final Grant payment for the purpose of making financial audits, verifications, or program/project evaluations.

IV. **Grant Evaluation**

The Grantee shall complete an evaluation upon completion of the grant project period. To find out more information, please visit our website at <http://www.ghacf.org/grants/grant-application>.

The Foundation may also require Grantee to make quarterly or semi-annual reports during the funded program/project with such information pertaining to the Grant and the funded program/project as the Foundation determines necessary.

V. **Grant Expiration**

The Grant will be considered expired if it has not been used as outlined in this Grant Agreement within two years of the date of Grant. If Grantee does not anticipate meeting this deadline, a letter requesting an extension must be sent a minimum of two weeks prior to this deadline. A decision regarding any possible extension will be made by the Foundation and communicated in writing to the Grantee.

VI. **Miscellaneous**

- A. All correspondence (including all required reports) and questions relating to the Grant from the Foundation to Grantee shall be directed to Lauren Grevel, Grants and Nonprofit Services Associate.
- B. This Agreement and the Application contain the entire agreement and understanding between Grantee and the Foundation. In case of a conflict between this Agreement and the Application, the terms of this Agreement shall control.
- C. The individual signing this Agreement represents to the Foundation that he/she has the authority to sign this Agreement on the Grantee’s behalf.

VII. **Special Conditions of the Grant**

None.

By signing below, Grantee agrees to the terms set forth in this Grant Agreement.

Grantee: _____
Authorized Representative

Dated: _____, 20____

Competitive Grant Communication Guidelines

Congratulations on your recent grant from the Grand Haven Area Community Foundation! Sharing the news of your grant provides an opportunity to promote your good work, recognize the Foundation and its generous donors for this support, and can further promote philanthropy in the Tri-Cities.

The following guidelines are intended to assist you in communicating about your grant. Please forward this information to the appropriate staff member(s) within your organization.

1. General publicity on your grant:

- Include news of your grant in publications, press releases, newsletters, brochures, annual reports, website, Facebook, Twitter, blogs, reports, direct mail, or other outreach materials.
- Include the Community Foundation's logo on your website, in advertisements, signage, programs, brochures, etc. as appropriate. Please contact Lauren Grevel at lgrevel@ghacf.org for an electronic version.
- If you or staff members/volunteers are interviewed by any media source about your program or project, please be sure to tell them about your grant from the Community Foundation.
- **Whenever referencing support from the Foundation, please be sure to acknowledge the names of the Foundation Funds listed on Page 1 of your Grant Agreement.**

2. Seeking prior approval:

All materials that use the Foundation's name and logo, including press releases, need to be approved by the Community Foundation prior to publication or distribution. This gives us the opportunity to provide additional information and to include a quote or a photograph, in the case of press releases.

3. Keep us informed:

- We are very interested in sharing stories that show the progress and success of your grants. Please let us know about special events, particular clients whose lives are improved (of course, we will honor confidentiality and privacy), photo opportunities, and key milestones we may want to share with our donors.
- Please send us copies of final versions of any materials that mention your grant from the Grand Haven Area Community Foundation.

4. Photographs:

- Please send us copies of photographs, or better yet, invite us to come take some photographs of your program or project in action. These photographs may be used in Community Foundation print and/or web publicity, so be sure to get photo releases from participants.



Enterprise GIS

Service Level Agreement

Version

1

9/27/16

Document History

Version	Date	Description	Author
1A	09/27/16	Complete rewrite of SLA	Shane P.
1A	10/4/16	GIS team review	
1A	10/4/16	Incorporated GIS team edits	
1A	10/10/16	Manager of Applied Technology review	
1A	10/10/16	Incorporated Manager of Applied Technology feedback	
1A	11/29/16	Document shared with IT Director	
1A	12/5/16	Incorporated IT Director feedback	
1	12/7/16	Final Version 1	

Table of Contents

1. OVERVIEW 3

2. PURPOSE AND SCOPE..... 4

3. ROLES & RESPONSIBILITIES..... 5

4. GENERAL PROVISIONS 6

5. SERVICE LEVELS & METRICS 8

6. SERVICE LEVEL REVIEW & AMENDMENTS..... 14

7. APPROVALS..... 14

8. APPENDIX 15

1. OVERVIEW

The Ottawa County Enterprise Geospatial Insights & Solutions (GIS) Team aims to serve as a GIS Center of Excellence across all county departments and end users. Our goal is to support the GIS member community through the development, design and delivery of innovative GIS technology solutions that enable County departments, local units, and local agencies to excel in their work and the provision of vital programs and services to citizens throughout the County of Ottawa.

To that end, the GIS Team aims...

- To back Countywide policy making and best practices in support of GIS users and the advancement of GIS technology
- To support and help to grow the GIS partnered community
- To provide core GIS products, tools and technology solutions for County departments and participating local units & agencies
- To build, enhance and support the growth of the County's GIS infrastructure

2. PURPOSE AND SCOPE

The overarching goal of this Service Level Agreement (SLA) is to outline the service levels, as well as the terms and conditions governing the use of Geospatial Insights & Solutions (GIS) data, products and services provided by the GIS Team, such as:

- 1) The overall scope of services provided
- 2) Hours of operation, response times and maintenance associated with these services
- 3) Support processes
- 4) Disaster recovery and planned outages
- 5) Change order requests
- 6) Responsibilities of the GIS Team as a provider of these services
- 7) Responsibilities of the client receiving these services

The scope of this SLA covers the following main service areas for which the GIS Team is responsible:

- 1) GIS Data Services
- 2) GIS Online Mapping Services
- 3) GIS Applications
- 4) GIS License Management Services
- 5) GIS Training & Support Services
- 6) Premium GIS Services

3. ROLES & RESPONSIBILITIES

This section of the SLA defines the specific roles and responsibilities of the various parties to this agreement.

Primary Stakeholders

- 1) Service Provider: GIS Team (gisdept@miottawa.org)
 - a. GIS Supervisor
- 2) Client Contact: (based at client site)

Service Provider (GIS) Responsibilities

- 1) The GIS Team, along with the Ottawa County IT Department, will provide a secure and stable environment for all data, services, and applications covered under the scope of this agreement*
- 2) Provided timely resolution, response and support of all requests for services
- 3) Sends appropriate email notification for all scheduled maintenance and unplanned events
- 4) Provides support for technical issues with GIS applications, software, data and equipment. These include all web-based applications and desktop applications installed by the Ottawa County GIS Team.

**GIS Team is not responsible for software/hardware or network issues hosted outside of the Ottawa County IT infrastructure.*

Client Responsibilities

- 1) Is responsible for all GIS applications, software, data, and equipment not created, installed, maintained or purchased by the Ottawa County GIS Team.
- 2) Documents or provides communication on policy implications or responsibilities as it pertains to GIS implementation within their department.

4. GENERAL PROVISIONS

The following provisions apply to all services provided by the GIS Team.

Hours of Operation

Normal operation hours are 8:00am to 5:00pm Monday through Friday, and closed on County holidays (<https://www.miottawa.org/holidays.htm>). The GIS Team will provide support via phone and email to GIS partners during normal weekday support hours. Support outside of normal business hours will be provided as mutually agreed upon by both parties. Emergency support for production related issues will be handled on a case by case basis using available resources.

During non-operational, holiday, or off hours, issues should be submitted to the Ottawa County Service Desk by phone (616-738-4880) or by email (itservicedesk@miottawa.org); the Service Desk will record the issue in the County's service tracking application, and if deemed appropriate, they will escalate the issue to the appropriate GIS Staff to respond to the request. For additional information on after-hour support see the Appendix under *After-hours Support Procedures*.

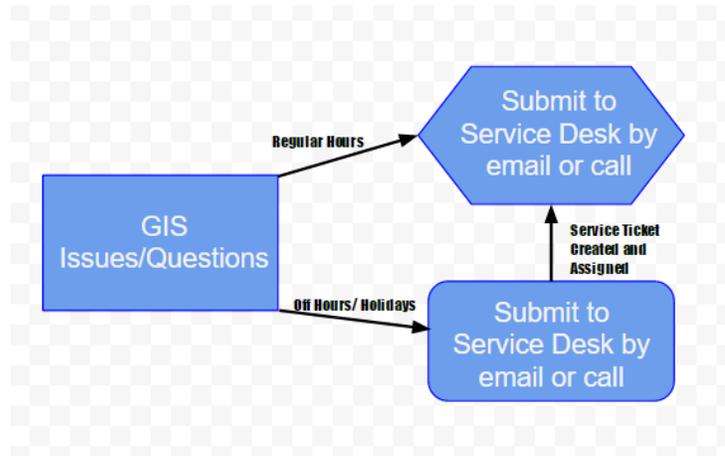
Prioritization & Response Times

The following table defines prioritization or severity levels based on potential impacts, categories and whether or not specific issues affect public facing applications, etc. Primarily, prioritization will be defined following the guidelines below, but response outside normal hours of operation will be at the discretion of the GIS Supervisor or the IT Manager of Applied Technology.

<i>Severity Level:</i>	<i>Description</i>	<i>Level 1 Escalation Guideline:</i>	<i>Level 2/3 Response Time:</i>	<i>Communication Frequency to the Customer:</i>	<i>Resolution Time Goal: (Due Date)</i>
1 Critical	Business critical, affects many users	5 minutes	15 minutes	Hourly	2 Hours
2 High	Limited scope, no workaround	5 minutes	30 minutes	4 Hours	8 Hours
3 Medium	1 user, workaround available	15 minutes	2 hours	12 Hours	24 Business Hours
4 Standard	Non-urgent requests	15 minutes	4 hours	24 Hours	48 Business Hours

Support Request Model

The following outlines the support model that GIS partners (clients) should follow for general GIS inquiries, mapping, editing, and application issues:



- For general GIS inquiries and mapping support contact the GIS Team by phone (616-738-4600) or through the GIS email (gisdept@miottawa.org)

Disaster Recovery

Disaster recovery is handled and defined by the processes of Ottawa County's Innovation and Technology Department (IT). The GIS Team/IT is also not responsible for disaster recovery or uptime of applications/software hosted outside of Ottawa County's Innovation and Technology Department infrastructure (e.g. BS&A).

Planned Outages

The GIS Team has a scheduled outage window every weeknight from 1am to 3am to update data from the production environment to the viewing environment.

Change Orders

Additional requests for changes that are outside the scope of this SLA will require a new Service Request. For example:

- Host new datasets for Clients
- Training outside the normal Web-based application trainings provided by the GIS Team

5. SERVICE LEVELS & METRICS

The specific services outlined in this section are grouped into the following categories:

- Data Services
- Web Services
- Web-based Applications
- Training and Base Support Services
- Premium GIS Services

Each service level is followed by a responsibility matrix which helps to link service level issues with GIS Team staff members. Information on how to contact these GIS staff members can be found in the Appendix under [*GIS Staff Contact Information*](#).

GIS Data Services

<i>Description:</i>	The GIS Team maintains data layers (e.g. roads, parcels, tec.), and provides access to the partnered clients.
<i>Metric:</i>	<p>Currency & Completion – The GIS Team shall manage automated data updates and procedures to run as scheduled within a 98% completion rate.</p> <p>Data Removal and Changes – All GIS members will be notified 1 week prior to the deletion or change of any data layers within the GIS repository.</p> <p>Security –The GIS Team will appropriately apply the correct user roles to data owners and GIS members with regards to access to data within the GIS repository.</p> <p>Response Times – Responding within the correct timeframe as defined under Prioritization & Response Times.</p>
<i>Tracking:</i>	The GIS Team maintains a list of all data layers. Access to this list can be made available to GIS partners upon request.

The matrix below outlines areas of responsibilities by the GIS Team:

- Systems – Repository infrastructure management, including database, network, storage, and technology
- Access – establishing passwords and connection information to the Repository
- Automation – developing update scripts, spatial analytics, and other automation tools
- Data Management - managing the upload, update, and catalog of GIS Data in the Repository
- Data Creation & Maintenance – The GIS Team staff will be responsible for creating and maintaining most GIS data in the repository. Some GIS partners will have access to edit and maintain their own GIS data stored in our repository.

GIS data services support matrix: (Staff primarily responsible for the task is in red)

		GIS Technician	GIS Programmer/Technician	GIS System Analyst	GIS Supervisor
Systems		X	X	X	
Access		X	X	X	
Automation		X	X	X	
Data Management		X	X	X	
Data Creation & Maintenance	X	X	X	X	

GIS Web-based Applications

<i>Description:</i>	Web-based GIS applications provide GIS capabilities to a broad audience, including management, staff, and the public without the need for dedicated software, and accessible from desktop and mobile platforms. Countywide applications include: Geocortex Applications, ArcGIS Online and Pictometry ConnectExplorer.
<i>Metric:</i>	Availability – 24 hours a day, 365 days a year, except for planned outage times specified above, with a 99.9% uptime. Response Times – Responding within the correct timeframe as defined under Prioritization & Response Times.
<i>Tracking:</i>	The GIS Team utilizes Geocortex Insight, Spotlight, Google Analytics and Pictometry ConnectAdmin for regular monitoring and system check reporting on applications, map services and servers. Access to these reports can be made available to GIS partners upon request.

GIS applications support staff matrix:

	GIS Technician	GIS Programmer/Tech	GIS System Analyst	GIS Supervisor
Geocortex Applications	X	X	X	
ArcGIS Online	X	X	X	
Pictometry ConnectExplorer	X	X	X	

GIS Training & Base Support Services

<p><i>Description:</i></p>	<p>The GIS Team creates and holds training on a regular basis for web-based applications. These trainings are available to all GIS partners, but an additional charge may be required for non-County employees. Additional one-on-one training is available upon request, but may be subject to additional charges.</p> <p><u>Please Note:</u> GIS partners are responsible for seeking out their own training on any non-Ottawa County GIS application or software.</p> <p>Pictometry ConnectExplorer training is self-learned through videos and help documents.</p> <p>The Subscription to GIS also includes the following supported services:</p> <ul style="list-style-type: none"> • Updates to evolving critical layers e.g.: Centerlines, parcels, address points, building outlines, hydrology and associated annotation • Access to all new data, services and functions performed by Ottawa County GIS eg: Aerial photography flights, infrared flights, LiDAR* (Light Detection and Ranging), historic aerial photography, newly developed layers, applications developed for all partnered agencies, and much more. • Printing of maps at a reduced cost from the Enhanced Data Access rates approved by the County Board of Commissioners. These rates are subject to review and change. • Provide data & support for BS&A's (CAMA) GIS mapping capabilities. • Coordination with digital GIS data distribution for consultants and/or contractors working on behalf of an Ottawa County Partner. • Access to other County department resources joined and/or associated with Ottawa County GIS (where available). Departments GIS has integrated with: Clerks, Register of Deeds, Treasurers Office, Equalization, Planning, Parks, County Administration, Sheriff's Office, Central Dispatch, Ottawa County Road Commission, Public Health, Environmental Health, Emergency Services, Ottawa County Water Resources and The Michigan State University Extension.
<p><i>Metric:</i></p>	<p>Availability - Regular support is offered during normal business hours (Monday through Friday, 7:30 AM – 5:00 PM), while support outside of business hours is handled via the Service Desk; Web-based application training is available as scheduled or as requested. Response Times – Provides timely resolution of support tickets within the acceptable time limits outlined under Prioritization and Response Times.</p>
<p><i>Tracking:</i></p>	<p>Support services are tracked via the County's service tracking application.</p>

GIS training and support services staff matrix:

	GIS Technician	GIS Programmer/Tech	GIS System Analyst	GIS Supervisor
Web-based Application Training		X	X	X
Support Services	X	X	X	X

Premium GIS Services

<i>Description:</i>	<p>The GIS Team provides the following consulting services: custom data, custom built tools, analysis and research, and application development.</p> <p>These custom solutions are not included in the subscription cost for GIS, and are subject to the hourly rate of the GIS staff person assigned. For information on the hourly rate for current staff see the Appendix under <i>GIS Premium Services Rate Information</i>.</p> <p>Premium GIS Services include the following:</p> <ul style="list-style-type: none"> - Customized web application development (e.g. mobile editing applications) - Utility Data Conversion - GPS Support - Spatial & 3D Analysis - Document imaging (large format scanner, linked documents to map features) - Customized mapbook creation - Help in recommending, installing, updating, and troubleshooting ESRI's licensed desktop software for non-County employees (purchasing and annual maintenance cost not covered. This must be done by local unit.) - Additional support not outlined in previous sections.
<i>Metric:</i>	<p>Availability - Normal business hours: Monday through Friday, 8:00am – 5:00pm</p> <p>Delivery - Completes project deliverables within the timeframe defined by the client and the GIS Team.</p>
<i>Tracking:</i>	By service request.

Premium GIS Services staff matrix:

	GIS Technician	GIS Programmer/Tech	GIS System Analyst	GIS Supervisor
Custom Web Application Development		X		
Utility Data Conversion	X		X	X
GPS Support				X
Spatial & 3D Analysis	X		X	X
Document Imaging	X		X	X
Customized Mapbook Creation	X			
Esri Desktop Software Support	X		X	X

6. SERVICE LEVEL REVIEW & AMENDMENTS

This agreement will be reviewed annually during renewal of the service term. However, in lieu of a review during any period specified, the current agreement will remain in effect.

Contents of this document may be amended, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties.

Should this SLA be amended, a notification to the Client will be made one month in advance via email.

This SLA may be terminated by either party given 60 days advance notice.

7. APPROVALS

(<Name>, <Role>, <Local Unit/Agency/Department>)

(Date)

(<Name>, GIS Supervisor, Ottawa County GIS)

(Date)

(<Name>, <Role>, < Local Unit/Agency/Department >)

(Date)

(<Name>, <Role>, < Local Unit/Agency/Department >)

(Date)

8. APPENDIX

GIS Staff Contact Information

Contact	Title	Phone	Email
Shane Pavlak	GIS Supervisor	(616) 738-4602	spavlak@miottawa.org
Pete Schneider	GIS System Analyst	(616) 738-4829	pschneider@miottawa.org
Marshall Boyd	GIS Programmer/Tech	(616) 738-4640	mboyd@miottawa.org
Robert Royce	GIS Technician	(616) 738-4603	rroyce@miottawa.org

GIS Premium Services Rate Information

The hourly rate is comprised of salary, benefits, and a 7.1% overhead charge. This hourly rate is subject to change based on changes in the previous listed factors.

Title	Current Hourly Rate
GIS Supervisor	\$68.72
GIS System Analyst	\$63.12
GIS Programmer/Tech	\$50.38
GIS Technician	\$45.59

After-Hours Support Procedures

After-hours support will be provided via a paging system for emergencies only. This service is intended for the handling of urgent issues that cannot wait until the next business day.

Urgent issues are defined as those that negatively impact services to the citizens for Ottawa County, and for which no other work-around is immediately available. In the event of an urgent situation, a department supervisor should be contacted to report the issue.

The following instructions should be followed to contact the Service Desk for after-hours urgent support:

1. The user having the issues contacts their supervisor.
2. The supervisor calls 616-738-4880.
3. After listening to the greeting, press 2 and leave a detailed message with their name, the name of the user having the problem, the details of the problem, and a phone number where the user can be reached.
4. The on-call Support Specialist will be paged and will contact the user within 30 minutes.



COUNTY OF OTTAWA
FISCAL SERVICES DEPARTMENT
12220 FILLMORE ST RM 155
WEST OLIVE, MI 49460-4098
616-738-4843

INVOICE

Invoice Date	Invoice No.
01/18/2017	44645
Customer Number	
24314	
Invoice Total Due	
\$969.50	
Due Date	
02/17/2017	

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

00000182017200044645000000969501

For your convenience payments can be made by credit card at www.miottawa.org

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Annual Maintenance Fee	1	\$969.50	EACH	969.50	0.00	0.00	\$969.50
2017 GIS Annual Maintenance Fee Ordered By: Christine Burns; Job Number: N/A							
Please put Invoice Number on your check. Make Checks Payable to: Ottawa County					Invoice Total:		\$969.50

PAYMENT INFORMATION

Payment Options

Pay Online: To make a payment online, go to our website at www.miottawa.org.

Click on Online Services in the Upper Left Corner.

Click on Make a Payment Online.

Click on Invoice Payments.

Search for your invoice by customer number, invoice number or by name. Once you have found your invoice, check the box and add it to your cart.

Follow the prompts to checkout.

Pay by Mail: Checks can be made out to County of Ottawa and mailed to:

County of Ottawa
12220 Fillmore Street Room 155
West Olive, MI 49460

Pay in Person: Payments can be made at the Treasurer's Office in the lower level of the Fillmore Complex Administrative Offices, Monday through Friday from 8:00am to 5:00pm.

Payment Terms

If you are not able to pay your invoice in full, please contact our office **before your due date** to set up a payment plan. There are no fees or interest associated with our payment plans.

A monthly payment must be made to prevent your invoice from being sent to a Collections Agency. Once an invoice has been sent to a Collections Agency, we are not able to negotiate payment terms.

Any change in circumstances (contact information, address change, etc.) must be communicated to our billing department.

Any other questions or concerns? Please contact us at 616-738-4843.

VILLAGE OF SPRING LAKE
OTTAWA COUNTY, MICHIGAN

**COUNCIL MEMBER _____, SUPPORTED BY COUNCIL MEMBER _____, MOVED THE
ADOPTION OF THE FOLLOWING RESOLUTION:**

RESOLUTION NO: 2017-03

**A RESOLUTION REGARDING THE HARBOR TRANSIT AUTHORITY MILLAGE RATE FOR THE
UPCOMING FISCAL YEAR.**

WHEREAS, Article VIII of the Harbor Transit Authority by-laws requires that the proposed annual operating millage of the Harbor Transit Authority be considered by the member units; and,

WHEREAS, the Harbor Transit Board has adopted the Fiscal Year 2017/18 operating millage rate, recommending an operating millage rate of 0.58 mills; and,

WHEREAS, the millage rate is equal to the previous fiscal year's millage rate.

NOW, THEREFORE, BE IT RESOLVED that the Village of Spring Lake supports the continuation of a millage rate for the Harbor Transit Authority in the amount of 0.58 mills for the Fiscal Year 2017/18.

BE IT FURTHER RESOLVED, that all policies, procedures, resolutions in conflict with this resolution to the Administrative Policies and Procedures Manual are hereby repealed to the extent of any such conflict.

Yes: _____

No: _____

Absent: _____

I, Marvin Hinga, Village Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Village of Spring Lake at a Regular Meeting thereof held on the 20th day of February, 2017.

RESOLUTION DECLARED ADOPTED.

Dated: February 20, 2017

Marvin Hinga, Clerk
Village of Spring Lake

Harbor Transit 2015-2016 vs 2016-2017vs. 2017-18 Expense Budget

Account Number	Account	NOTES					
		Operations 2017-18	Maintenance 2017-18	Dispatch 2017-18	Administration 2017-18	Total 2017-18	
702.00	Salary - Full	287,575	44,900	245,065	145,230	722,770	
703.00	Salary - Part	940,800	20,410	25,080	23,550	1,009,840	
704.00	Overtime	15,000	2,000	4,000	0	21,000	
707.00	Sick Pay	15,000	1,455	5,000	3,500	24,955	
710.00	Life Ins	440	55	435	400	1,330	
711.00	Health Ins	117,150	0	94,855	38,250	250,255	
711.01	Optical	1,200	150	900	300	2,550	
711.03	HCSA	4,325	2,260	7,455	4,405	18,445	
712.00	Dental					0	
713.00	LT Disability	615	155	675	540	1,985	
713.01	ST Disability	575	0	440	690	1,705	
714.00	Work Comp	59,300	2,220	1,230	4,035	66,785	8.80%
715.00	Unemploy	4,260	150	535	230	5,175	
716.00	Retir Empr	38,735	6,840	33,075	19,545	98,195	16%
716.01	401a	5,820	0	4,970	2,935	13,725	
717.00	Soc Sec	94,240	5,020	20,930	13,035	133,225	
718.00	Ret Health	21,245	3,300	19,970	10,720	55,235	
718.05	OPEB Exp					0	
719.00	Clothing	8,000	800	1,050		9,850	
730.00	Prof/Cont	16,000	18,500			34,500	
730.90	Admin Chgs				205,000	205,000	
730.92	Bldg/Grnds		28,100			28,100	FY2018 22.7%+
731.00	Legal Fees				2,000	2,000	
732.00	Trash Remv	1,080				1,080	
733.00	Auditing				7,650	7,650	
740.00	Office Supp					0	
745.00	Period/Subsc				200	200	
750.00	Oper Supp	16,000			200	16,200	
750.01	Veh Maint		56,500			56,500	
751.00	Fuel/Lube	211,755				211,755	
750.04	Tires/Tubes		17,000			17,000	
755.01	Bldg Supp		7,500			7,500	
762.00	Radio Maint	1,460	500			1,960	
780.01	Admin Chgs					0	
780.03	LSS Grant					0	
785.00	Memb/Dues				10,200	10,200	MPO \$1098; Rotary \$1000; MML Drug & Alcohol \$5185 and MPTA \$2617
790.00	Print/Publ	7,000				7,000	quarterly newsletters, annual report and misc
780.00	Advert	35,000				35,000	CMAQ offset
811.00	Telephone	1,500			8,160	9,660	
812.00	Gas Heat	10,200				10,200	
813.00	Electric	12,500				12,500	
814.00	Water/Sewer	3,200				3,200	
820.00	Postage				500	500	
860.00	Trans/Lodge	500		4,700	3,300	8,500	4 people to RouteMatch User Conf. in Atlanta and travel expenses
870.00	Prof Develp	5,000				5,000	
900.00	Copying					0	
910.00	Insurance					0	
910.80	Auto Ins	52,500				52,500	29 vehicles
920.00	Motor Pool		1,500			1,500	mileage charges-janitorial
920.50	Auto Allow					0	
940.00	Deprec	300,000				300,000	
945.00	Dep Cont Cap					0	
981.00	Int. Expense					0	
						0	
Total		2,287,975.00	219,315.00	470,365.00	504,575.00	3,482,230.00	10.70%
						3,482,230.00	

File: H:\FY 2016 HTMMTS Budget line items Jun 111414.xlsx

0.00 \$551,341

Estimated Revenues

Account Number	Account	FY2017-2018 Budgeted
402.00	Current Property Taxes	1,185,000.00
410.00	Personal Property Tax-Delinquent	0.00
509.02	Federal Grant 5309	0.00
509.08	Federal Grant 5307 Operating	525,000.00
509.09	Federal Grant Capital	0.00
509.20	Federal Grant Vehicles	698,864.00
509.21	Federal Grant Equipment	8,160.00
509.50	Federal Grant Administration	46,840.00
543.15	State Grant Capital	0.00
543.20	State Grant Vehicles	174,716.00
543.21	State Grant Equipment	2,040.00
543.50	State Grant Administration	11,710.00
569.00	State Grant Act 51	1,196,572.00
581.00	Local Grant GH City	0.00
581.01	Local Grant Spring Lake Village	0.00
581.02	Local Grant Ferrysburg	0.00
581.03	Local Grant Spring Lake Twp	0.00
581.04	Local Grant Grand Haven Twp	0.00
626.00	Contractual Service Revenue	4,000.00
633.10	Advertising Revenue	5,000.00
640.00	Passenger Fares	198,000.00
640.01	Trolley Fares	20,000.00
665.00	Interest and Dividends	500.00
673.00	Sale of Fixed Assets	0.00
686.00	Gain or Loss	0.00
689.00	Refunds, Rebates & Miscellaneous	0.00
699.30	Airport Contribution	11,100.00
TOTAL		4,087,502.00
	Total Revenue less capital	3,203,722.00
	Total Operating Income	3,203,722.00
	Total Expenses less depreciation	3,182,230.00

21,400 less to balance budget

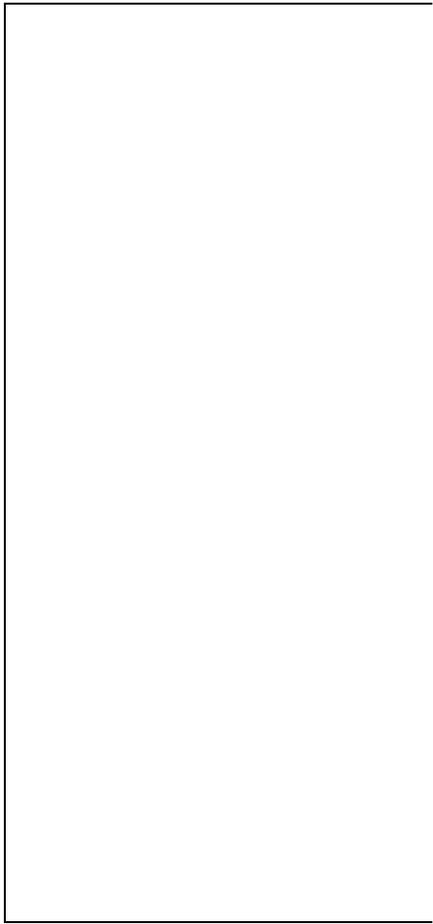
24.9803% FTA formula funds. Total
FY17 Formula funds= \$2,069,204

Capital revenue
Capital revenue
CMAQ funding

Capital revenue
Capital revenue
CMAQ funding

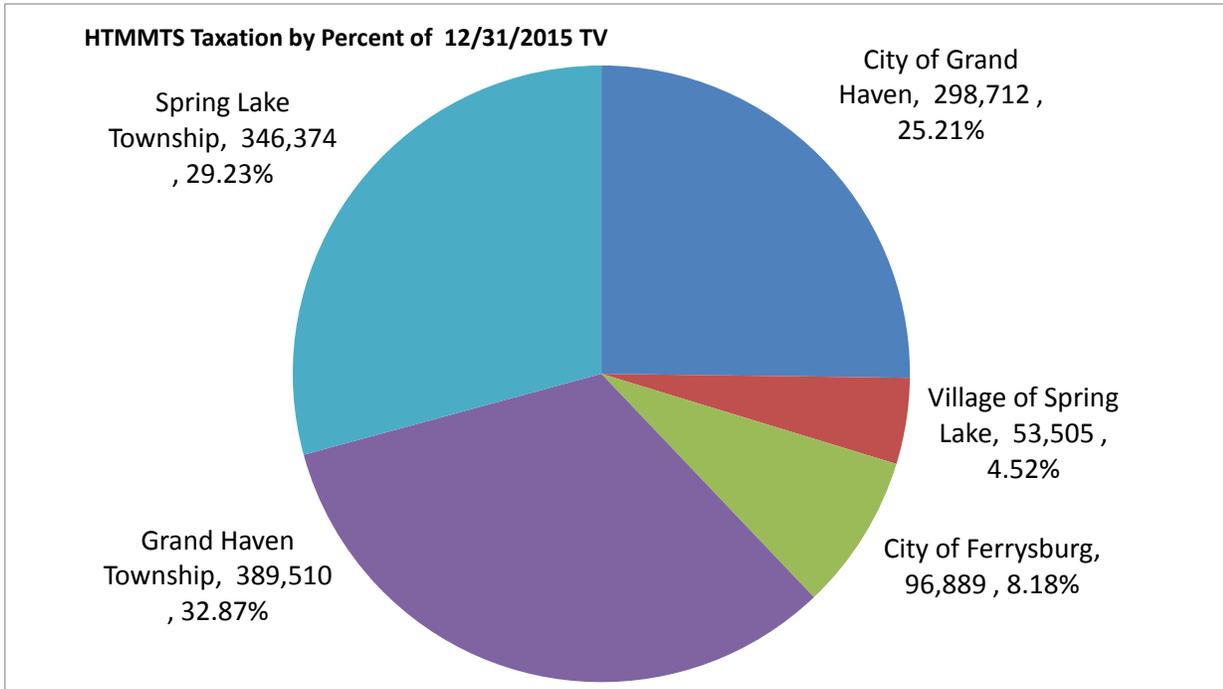
\$3,123,680 x FY2018 38.3065% of
total eligible expenses

4% ridership increase= 247,500 x .80



Property Taxes for Transit
 Based on 2016 Equalization Report & reports from GHT & SLV - Values as of 12/31/2015

Unit	12/31/2015				Percent of Total TV	Sample Millages			
	Ad Valorem Taxable Value	IFT Roll	DDA Rolls & TIF Rolls	Effective Taxable Value		.45 mill 0.45	Per .01 mill 0.01	.60 mills 0.6	.58 mill 0.58
City of Grand Haven	551,737,148	12,840,765	43,136,645	515,020,886	25.21%	231,759	5,150	309,013	298,712
Village of Spring Lake	121,974,883		29,725,567	92,249,316	4.52%	41,512	922	55,350	53,505
City of Ferrysburg	167,035,158	29,287	-	167,049,802	8.18%	75,172	1,670	100,230	96,889
Grand Haven Township	720,317,166	6,328,009	51,912,189	671,568,981	32.87%	302,206	6,716	402,941	389,510
Spring Lake Township (SLT Taxes - Summer 2015)	591,597,006	11,199,876		597,196,944	29.23%	268,739	5,972	358,318	346,374
SL Twp & Village				2,043,085,928	100.00%	919,389	20,431	1,225,852	1,184,990



121,974,883 23.00% 28,054,223

JAN 09 2017

Received

**CENTRAL PARK
RESERVATION FORM**

808 CENTRAL AVENUE
SPRING LAKE, MI 49456



RESERVATION DATE: 5/14/17 RESERVATION TIME: 8am All day to 5pm

NAME: Noah Project - Vicki Smith

ADDRESS: 5205 Airline Rd.

CITY/STATE/ZIP: Muskegon, MI 49442

Home number: () _____ Work number: (231) 865-1264

Cell number: (231) 220-7285 Email address: smithv157@gmail.com

- CENTRAL PARK BALL FIELD ~ East field
- LANGELAND BALL FIELD ~ West field
- SHELTER #1 ~ East Shelter (approximately 120 people) Electrical, water and large grill available.
- SHELTER #2 ~ West Shelter (approximately 65 people) Electrical, water and grill available.
(use entrance by Ace Hardware)

Cancellations: Please give 24 hours advance notice of cancellation. If you have a weekend reservation, call by Friday at noon.

Late Arrival: Reservations will be held up to 1 hour after requested time at which time the shelter will be opened to the public.

******NO ALCOHOLIC BEVERAGES ALLOWED IN PARK******

Please contact Mary Paparella at 616-842-1393 or by email at mary@springlakevillage.org for more information or to make a reservation.

Fax 616-847-1393



GRAND VALLEY METROPOLITAN COUNCIL

ADA TOWNSHIP • ALGOMA TOWNSHIP • ALLENDALE TOWNSHIP • ALPINE TOWNSHIP • BELDING • BYRON TOWNSHIP • CALEDONIA TOWNSHIP • CANNON TOWNSHIP • CASCADE TOWNSHIP • CEDAR SPRINGS
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HUDSONVILLE • IONIA • JAMESTOWN TOWNSHIP • KENT COUNTY • KENTWOOD • LOWELL • LOWELL TOWNSHIP • MIDDLEVILLE • OTTAWA COUNTY • PLAINFIELD TOWNSHIP • ROCKFORD
SAND LAKE • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

November 4, 2016

Mr. Ben VanHoeven
Public Works Foreman
Village of Spring Lake
102 W. Savidge St.
Spring Lake, MI 49456

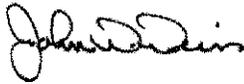
Dear Mr. VanHoeven:

A cooperative effort initiated in 2000 by Kent County and Ottawa County agencies and communities in the Lower Grand River Watershed resulted in Certificates of Coverage (CoCs) for all permittees under the Michigan Department of Environmental Quality (MDEQ) Watershed General Permit No. MIG619000. Documents for each permittee were prepared to comply with the CoCs that were issued pursuant to the general National Pollutant Discharge Elimination System (NPDES) permit. The Grand Valley Metro Council (GVMC) prepared and submitted the Village of Spring Lake's NPDES MS4 Individual permit application and Stormwater Management Plan (SWMP), due in April of 2015.

GVMC will continue to coordinate a regional effort to comply with the NPDES Stormwater Regulations. A cost allocation for continued participation in the regional effort from 2017 through 2019 is enclosed. **There is no increase in fees for the 2017-2019 contract period.** In October of 2016, you received the first of three annual invoices for continuing MS4 support services. The activities which will be coordinated by GVMC include continued implementation of the SWPPI until the new individual stormwater permits are issued, preparation of annual progress reports, ongoing implementation of the Public Education Plan, training opportunities, and MS4 audit and compliance support. In addition, GVMC will continue to assist with the development and implementation of the model stormwater ordinance to meet the new individual permit requirements, and revisions or updates to the SWMP. Upon MS4 individual permit issuance, GVMC will assist with the transition to new record keeping and operational requirements and provide ongoing compliance support and progress reporting.

Please indicate your intent to continue to participate in this regional cooperative effort by returning a signed copy of this correspondence by December 1, 2016. Your commitment to participate will apply for the next three years, through September 2019. The scope of the regional program that is necessary beyond 2019 for compliance with the NPDES Storm Water Regulations will be reassessed at that time.

Sincerely,



John Weiss
Executive Director



Wendy Ogilvie
Director of Environmental Programs

The Village of Spring Lake is committed to continued participation in the GVMC regional effort for compliance with the NPDES Storm Water Regulations for the years 2017 through 2019. We understand that our annual cost will be paid to GVMC in accordance with the enclosed cost allocation.

Signed: _____

Enclosures

Cost allocation for MS4 participation in the regional effort from 2017 through 2019

Lower Grand River Watershed NPDES Stormwater Permittees

	Annual Fee
Cascade Charter Township	\$ 2,855
East Grand Rapids, City of	\$ 6,501
Ferrysburg, City of	\$ 6,362
Forest Hills Public Schools	\$ 6,115
Fruitport, Village of	\$ 5,100
Georgetown Charter Township	\$ 4,246
Grand Haven, City of	\$ 6,889
Grand Rapids, City of	\$ 23,925
Grand Rapids Charter Township	\$ 2,789
Grandville, City of	\$ 10,448
Grand Valley State University	\$ 29,800
Hudsonville, City of	\$ 6,441
Kent County Drain Commissioner	\$ 19,829
Kent County Road Commission	\$ 15,653
Kentwood, City of	\$ 14,744
Ottawa County Administration and Water Resources Commissioner	\$ 8,923
Ottawa County Road Commission	\$ 968
Plainfield Charter Township	\$ 3,689
Rockford, City of	\$ 6,154
Sparta, Village of	\$ 6,115
Spring Lake, Village of	\$ 5,307
Walker, City of	\$ 13,621
Wyoming, City of	\$ 16,234



Wetland Mitigation Monitoring Report

Village of Spring Lake - Grand River Greenway Project

January 24, 2017

Peterson Environmental
PO Box 262
Spring Lake, Michigan 49456
Office: 616.844.2441 ~ Cell: 616.402.7592
www.petersonenviro.com

Project Description

The Village of Spring Lake – Grand River Greenway wetland mitigation areas are located south of Savidge Street and north of the Grand River in the Village of Spring Lake, Ottawa County, Michigan (Section 16, T8N, R16W). Mitigation Area 1 and Mitigation Area 3 are west of School Street, while Mitigation Area 2 is southwest of the end of Cutler Street.

The mitigation wetlands were constructed in 2011 to mitigate for impacts to approximately 0.15 acre of regulated scrub-shrub and forested wetland. These wetland impacts were the result of construction of a paved trail, boardwalks, and other infrastructure related to the Village of Spring Lake's Grand River Greenway Project.

As required as a condition of USACE Permit Number LRE-1981-500061-S09, a wetland mitigation monitoring report for the Village of Spring Lake Grand River Greenway wetland mitigation project has been prepared. The monitoring report compiles and summarizes all data collected during the monitoring period, from January 1 through December 31, 2016. This report is the second of five wetland mitigation monitoring reports required as a condition of the USACE permit.

Design

Originally, approximately 0.30-acre of mitigation wetland, consisting of three wetland areas (0.16 ac, 0.14 ac, 0.006 ac), was proposed to be created on-site in accordance with plans approved by the USACE to replace the values and functions lost by the removal of 0.15 acres of scrub-shrub and forested wetland. The sites chosen for Mitigation Areas 1 and 2 were previously disturbed sites containing fill and/or disturbed soil. To improve the soil, the mitigation areas were designed to have a minimum of 6" of topsoil placed within them.

The original planting plan for Mitigation Area 1 states that 109 shrub plugs were to be planted using 8 feet by 8 feet spacing. Mitigation Area 2 was to be planted with 42 tree seedlings using 12 feet by 12 feet spacing. Mitigation Area 1 was also to be seeded with a Wetland Edge Seed mix, while the Wooded Wetland Establishment Seed Mix was to be used for Mitigation Area 2. Three sycamore (*Plantanus occidentalis*) seedlings were to be planted in Mitigation Area 3.

Wetland Mitigation Area 1 and Wetland Mitigation Area 2 had been constructed, and it appears that they were seeded with the wetland seed mixes proposed in the original mitigation plan. None of the planted shrubs or trees survived. Wetland Mitigation Area 3 had not been constructed and the three sycamores that were to have been planted either did not survive or they were not planted. The first year of monitoring in 2014 revealed a total shortage of 0.147 acres of mitigation wetland.

In order to address these deficiencies in the wetland mitigation areas, the USACE agreed upon the following adjustments to the required wetland mitigation areas:

Mitigation Area 1 was left as constructed due to the soils compromised with debris and possibly contaminants. In addition, this wetland mitigation area is located in a conservation easement to the MDEQ so no excavation or filling into this area would be possible. An emergent wetland seed mix was added to the 0.06 acres of created wetland area to encourage growth in the area where no vegetation is present. Instead of the originally proposed scrub-shrub wetland, this wetland will be an emergent wetland. Invasive species will be addressed by spot application of herbicide twice yearly, in August and September for a period of five years. Ten native shrubs were installed in the adjacent upland. These shrubs are not officially part of the proposed mitigation because their successful establishment is questionable due to the compromised soil.

Mitigation Area 2 was expanded by excavating an additional 0.04 acres of mitigation wetland as depicted on the plans. This wetland mitigation area was originally designed to be a forested wetland. Through discussions with the USACE and MDEQ, we determined that rather than get a permit from the MDEQ to fill in the wetland and floodplain of the Grand River to restore this area to a forested wetland as originally designed. It made more sense to leave this area as an emergent wetland and just expand it to achieve the originally agreed upon acreage. The expansion of this wetland mitigation area was completed in the spring of 2016. The expanded area was seeded with an emergent wetland seed mix and quickly established with wetland vegetation. Herbicide will be spot applied to invasive species twice annually for a period of five years. A split rail fence and signs to protect the wetland mitigation area were installed.

Mitigation Area 3 was established by the creation of an approximately 25-foot by 60-foot wetland buffer adjacent to the wetland that is already placed within a conservation easement to the MDEQ. Signs and a split rail fence have been placed around this wetland buffer area to protect it. Three one-inch caliper trees, sycamore (*Platanus occidentalis*), swamp white oak (*Quercus bicolor*), and pin oak (*Quercus palustris*) were installed in the established wetland buffer. The wetland buffer has been placed under a restricted covenant to further protect it.

Wetland Mitigation Monitoring

Vegetation

The wetland mitigation areas were constructed, planted, and seeded in 2011, with additional excavation, planting and seeding in 2016 as discussed above.

The USACE permit requires, as referenced in the Compensatory Mitigation plan, the following success criteria:

- A self-perpetuating hydroperiod that meets the wetland hydrology criteria contained in the USACE Wetland Delineation Manual, in more years than not, evidenced by the colonization of wetland plants.
- 70 percent of the mitigation wetlands to be covered with wetland vegetation and no more than 10 percent of the sites can be a combination of bare soil and open water (if the adjacent water levels allow this criteria to be met).

- Chemical and physical properties characteristic of wetland soils that support the targeted vegetation.
- The management of certain exotic and/or undesirable species during the monitoring phase, including, but limited to: garlic mustard (*Alliaria petiolata*); panicled aster (*Aster simplex*); barnyard grass (*Echinochloa crusgalli*); purple loosestrife (*Lythrum salicaria*); Eurasian water milfoil (*Myriophyllum spicatum*); reed canary grass (*Phalaris arundinacea*); common reed (*Phragmites australis*); and glossy buckthorn (*Rhamnus fragula*).

Wetland Mitigation Area 3 is required to have a 100 percent survival rate of the three trees that were planted in the wetland buffer area at the end of the monitoring period.

To confirm that these requirements are being met and to facilitate vegetative sampling, transects were established in the wetland mitigation areas. Sampling plots measuring 3.28 feet by 3.28 feet (one square meter) were located at evenly spaced intervals along each transect. The herbaceous vegetation (all non-woody plants and woody plants less than 3.28 feet in height) within each of these square meter plots was identified and recorded, and the relative abundance of each was estimated. If trees and shrubs were present, sampling radii would have also been established along the transect. The ends of each transect were marked with stakes, and the distance between sampling plots was noted so that the same locations will be sampled throughout the five-year monitoring period.

One transect with a total of 10 sampling plots was established in Wetland Mitigation Area 1. Wetland Mitigation Area 2 has two transects with a total of 9 sampling plots. No sampling plots were established in Wetland Mitigation Area 3 because it is a wetland buffer area.

Soil data was collected using soil pits dug at each of the mitigation areas. Where possible, the depth of each pit was 18 inches.

A site visit was conducted on August 16, 2016 to monitor the establishment of vegetation in the mitigation wetlands.

The USACE permit requires that by the end of the five-year monitoring period, the average percent cover of native wetland species in the herbaceous layer be at least 70 percent. This herbaceous layer must be comprised of at least 15 native wetland species in the emergent wetland. It is understood that wetland mitigation area 1 may not reach the percent cover due to the compromised soils. The area of open water in mitigation areas 1 and 2 will also depend on the current level of the adjacent Grand River.

By the end of the second year, the following criteria should be met:

Wetland Mitigation Area 1 – Vegetative cover of at least 40 percent native wetland vegetation with an indicator FAC or wetter. A minimum of 10 native wetland species should be present. Approximately 40 percent of the total originally seeded area should be surviving, and invasive species should comprise no more than 20 percent of the vegetative cover. The bare soil and open water should be less than 30 percent (if the adjacent water levels allow this criteria to be met).

Wetland Mitigation Area 2 - Vegetative cover of at least 50 percent native wetland vegetation with an indicator FAC or wetter. A minimum of 10 native wetland species should be present. Approximately 40 percent of the total originally seeded area should be surviving, and invasive species should comprise no more than 20 percent of the vegetative cover. The bare soil and open water should be less than 20 percent (if the adjacent water levels allow this criteria to be met).

Wetland Mitigation Area 3 – Wetland buffer should not be mowed. Three planted trees should be alive and establishing.

Wetland Mitigation Area 1

Sixteen different plant species were observed in the 10 sampling plots in Wetland Mitigation Area 1 (Table 1). Thirteen of them, or 81%, had a wetland indicator status of FAC or wetter. All 16 species observed in the sampling plots were herbaceous plants. Twelve of the species observed (75%) were native species and eleven (69%) were native species with a wetland indicator status of FAC or wetter. The average vegetative cover across all sampling plots was 53%. The average vegetative cover of native species rated FAC or wetter was 21%.

The most frequently occurring native species included arrow arum (*Peltandra virginica*), occurring in four (40%) of the 10 sampling plots, and duckweed (*Lemna minor*), occurring in three (30%) of the sampling plots. Purple loosestrife (*Lythrum salicaria*) occurred in 20% of the sampling plots. Common reed (*Phragmites australis*), which was found in 30% of the sampling plots, but it was dead.

Other plant species noted in Mitigation Area 1 but outside of the sampling plots were blue vervain (*Verbena hastata*), silky dogwood (*Cornus amomum*) and sandbar willow (*Salix exigua*).

Wetland Mitigation Area 2

There were 22 different plant species recorded in Wetland Mitigation Area 2 (Table 2). Of these, 18 (82%) were native species. All of the native species had a wetland indicator status of FAC or wetter. With the exception of sandbar willow (*Salix exigua*), a shrub, and riverbank grape (*Vitis riparia*), a vine, all species observed in the sampling plots were herbaceous. The average vegetative cover across all sampling plots was 83%. The average vegetative cover of species that are native and rated FAC or wetter was 68%.

The most frequently occurring native species were common beggar-ticks (*Bidens frondosus*), which occurred in four out of the nine sampling plots (44%) and duckweed (*Lemna minor*), which occurred in eight of the nine sampling plots (89%). Purple loosestrife (*Lythrum salicaria*) and reed canary grass (*Phalaris arundinacea*) were each present in three of the nine sampling plots (33%).

Wetland Mitigation Area 3

With the exception of the three one-inch caliper trees that were planted in the wetland buffer area, vegetation data was not collected for Wetland Mitigation Area 3 (wetland buffer area). The three trees, one sycamore (*Platanus occidentalis*), one swamp white oak (*Quercus bicolor*), and one pin oak (*Quercus palustris*), were all surviving at the time of monitoring.

Open water areas, bare soil areas, areas dominated by invasive species, and areas without a predominance of wetland vegetation

Wetland Mitigation Area 1

Purple loosestrife (*Lythrum salicaria*), Japanese knotweed (*Polygonum cuspidatum*), and field bindweed (*Convolvulus arvensis*) were all observed in Mitigation Area 1. Common reed (*Phragmites australis*) occurred in three of the ten sampling plots, but it was dead as a result of herbicide applications. Purple loosestrife was present in two of the 10 sampling plots and averaged 16% cover. Japanese knotweed was found in one of the 10 sampling plots, where it comprised 55% of the vegetative cover of that plot. Field bindweed was present in one of the sampling plots, where it covered 5% of the plot.

In addition to the purple loosestrife found in the sampling plots, there are two patches of it in the mitigation area. One of these is at the south end and is approximately 10 by 15 feet in size. The other patch is at the northwest end and measures approximately 20 by 10 feet.

Wetland Mitigation Area 2

Purple loosestrife, reed canary grass (*Phalaris arundinacea*), barnyard grass (*Echinochloa muricata*) and Japanese knotweed were present in Wetland Mitigation Area 2. Purple loosestrife was found in three of the nine sampling plots and averaged 15% cover. Reed canary grass was found in three of the nine sampling plots and averaged 33% cover. Japanese knotweed was present in one of the sampling plots and covered 10% of the plot.

In addition to the purple loosestrife and reed canary grass found in the sampling plots, there is a patch of these two species mixed towards the north end of the mitigation area measuring approximately ten feet by five feet. Another smaller patch (five feet by five feet) of purple loosestrife is near the southeast end of the mitigation area. In addition, there is a patch of Japanese knotweed measuring approximately ten feet by ten feet near the center of the mitigation area.

Animal sightings or evidence

As expected, several animals or evidence of their presence were observed in the wetland mitigation areas during site inspections.

Wetland Mitigation Area 1

Snails, bumblebees, dragonflies, water striders, water spiders, frogs, and mourning doves were all observed using Wetland Mitigation Area 1.

Wetland Mitigation Area 2

Dragonflies, wasps, snails, crayfish burrows, and great blue heron were observed in Wetland Mitigation Area 2.

Wetland Mitigation Area 3

There were finches eating seeds on the thistle plants in Wetland Mitigation Area 3.

It is anticipated that turtles, snakes, and other amphibians will also utilize the wetland mitigation areas, but none were sighted during the site evaluations.

Inspection of grease, oil, man-made debris, and all other contaminants. Rate and describe water quality.

Wetland Mitigation Area 1 was built on fill. The soil in this area contains trash, broken concrete, rocks, and other debris. From the lack of vegetation establishing in the wetland mitigation area along School Street, there may also be some contamination of the soil. The water clarity was good at the time of monitoring.

The additional excavation in Wetland Mitigation Area 2 has improved the wetland hydrology in this area. The water clarity in Wetland Mitigation Area 2 was good at the time of monitoring.

Photographic documentation from permanent photo stations, photo of placement of organic soil, and photographs of the habitat structures

Photographs that were taken of the wetland mitigation areas from permanent photo stations during the onsite inspections on August 16, 2016, are enclosed (Wetland Mitigation Area Photographs).

Summary

The recent improvements implemented in all three mitigation areas have helped to address some of the problems noted in 2014. The emergent seed mix added to Mitigation Area 1 and Mitigation Area 2 is anticipated to help promote a greater diversity and abundance of native wetland plants in these areas. Additional excavation that occurred in Mitigation Area 2 will allow wetland plants to survive in this area and bring it up to compliance with permit size requirements of this area. A fence and signs to protect the wetland mitigation area were installed around to Mitigation Area 2 and Mitigation Area 3 (wetland buffer area). In addition, three one-inch caliper trees were installed in the wetland buffer of Mitigation Area 3.

Wetland Mitigation Area 1 and Wetland Mitigation Area 2 appear to have sufficient hydrology to support emergent plants. The wetland buffer in Wetland Mitigation Area 3 will provide sufficient hydrology for the three tree samplings planted.

Although native herbaceous wetland species are surviving, the presence of four invasive species (common reed, reed canary grass, purple loosestrife, and Japanese knotweed) threatens the growth potential of the native species.

Wetland Mitigation Area 1 and Wetland Mitigation Area 2 were being used by a variety of wildlife species. Birds were observed in Wetland Mitigation Area 3.

Recommendations

The only recommendations for the improvement of these wetland mitigation areas is exotic/undesirable plant species (especially purple loosestrife, common reed, reed canary grass, barnyard grass and Japanese knotweed) control. The Village of Spring will be controlling these invasive species by spot application of herbicide twice yearly, in August and September for a period of five years. Removing these invasive species will allow the diversity of the native wetland vegetation to increase. This vegetative change will permit the percent coverage of native wetland vegetation to reach the desire percent coverage in mitigation areas 1 and 2.

This Agreement is made effective February 9, 2017 by and between:

“Cardno”

Name: Cardno, Inc.
Address: 11181 Marwill Avenue, West Olive, MI 49460
Phone: 616-847-1680
Representative: Chris White Email: chris.white@cardno.com

“Client”

Name: Village of Spring Lake
Address: 102 W. Savidge, Spring Lake, MI 49456
Phone: 616-842-1393
Representative: Christine Burns Email: christine@springlakevillage.org

PROJECT NAME (The “Project”): Village of Spring Lake: Wetland Mitigation Areas

NOW, THEREFORE, Client hereby engages the services of Cardno and, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Cardno shall render the professional services described in **Exhibit “A”** (hereinafter called the “Services”) in accordance with this Agreement. If, in the course of the Project, services beyond the scope described in Exhibit “A” are warranted on the Project based on Cardno’s findings, requests by the Client or regulatory agency, or if unforeseen conditions arise, Cardno will notify the Client of the change in scope of the Project and, if agreed to in writing by Client, shall undertake the additional services. All Services will be charged in accordance with Cardno’s fee schedule that is included in Exhibit “A”.
2. **PAYMENT:** Cardno shall submit monthly invoices to Client for charges based on the Services performed. Invoices shall be paid in full within thirty (30) days of invoice date. Failure to make any payment when due is a material breach of this Agreement and will entitle Cardno, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. Notwithstanding the provisions of Paragraph 4, in the event any invoice has not been paid in full within ninety (90) days of the invoice date, Cardno shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely pending payment in full of such invoice(s).
3. **TERMINATION:** Subject to Paragraph 2, this Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. Any such termination, however, will not terminate Cardno’s obligations under Paragraphs 9a and 9b hereof nor either party’s obligations under Paragraphs 11a and 11b hereof.
4. **SUSPENSION OF SERVICES:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, the Client shall pay Cardno for all Services performed prior to receipt of the notice of suspension. Cardno shall have no liability to Client for delay or damage caused Client because of a suspension of services. Upon resumption of the Project, Cardno shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Cardno may, at its option, terminate this agreement pursuant to Paragraph 3.
5. **FORCE MAJEURE:** Any suspension, temporary or permanent, in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophic events, or any other similar event beyond the reasonable control or contemplation of either party.
6. **CARDNO’S RESPONSIBILITIES & LIMITATIONS OF WARRANTIES:**
 - a. Cardno shall perform the Services with the reasonable skill and care required by customarily accepted professional practices and procedures normally provided in the performance of such Services at the time when and the location in which the Services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Cardno’s performance. **CARDNO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO FINDINGS, RECOMMENDATIONS, SPECIFICATIONS, OR PROFESSIONAL ADVICE. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY TO THE SERVICES PROVIDED BY CARDNO, NOR SHALL CARDNO WARRANT OR GUARANTEE ECONOMIC, MARKET OR FINANCIAL CONDITIONS, PROFORMA PROJECTIONS, SCHEDULES FOR PUBLIC AGENCY APPROVALS, OR OTHER FACTORS. CARDNO DOES NOT WARRANT THE SERVICES TO ANY THIRD PARTY, AND THE CLIENT SHALL INDEMNIFY AND HOLD HARMLESS CARDNO FROM ANY DEMANDS, CLAIMS, SUITS OR ACTIONS OF THIRD PARTIES ARISING OUT OF CARDNO’S PERFORMANCE OF THE SERVICES.**
 - b. Cardno shall be solely responsible for: a) completion of the Project in accordance with the proposal; b) supervision of Cardno’s employees and subcontractor’s on the Project; c) keeping accurate records obtained during the course of the Project including well logs, daily field records and other records that are usual for the type of project conducted; d) obtaining and maintaining proper licenses and permits for Cardno’s Services; and e) compliance with laws and regulations pertaining to Cardno’s employees’ wages, hours, fair employment practices, worker’s compensation insurance, and similar employer responsibilities.

- c. Cardno specifically disclaims any authority or responsibility and Cardno does not have authority, responsibility or liability for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs in connection with or incident to the work of Contractor(s); or for any failure of Contractor(s) to perform their work or to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) performing their work.
 - d. Differing Site Conditions: If Differing Site Conditions adversely affect Cardno's performance of services as contemplated by this Agreement, then 1) Cardno shall be permitted to terminate its Services after notifying the Client of such Differing Site Conditions, and 2) if Client wishes Cardno to continue performance of its Services, Client and Cardno shall agree, in writing, to new or modified scope of services and fees provisions under the Agreement to reflect the cost and schedule impact of such conditions. For purposes of this Agreement, "Differing Site Conditions" means physical, structural, subsurface, soil or other conditions uncovered, revealed or discovered which differ from 1) those presented by Client to Cardno, in any RFP or otherwise, 2) those ordinarily encountered and generally recognized as inherent in work of a similar character, or 3) those apparent based upon a reasonable visual inspection of the Project site.
 - e. Cardno shall perform its Services as expeditiously as is consistent with skill and care, but shall not be responsible for delays that may occur that are beyond Cardno's reasonable control.
- 7. CLIENT'S RESPONSIBILITIES:** Client shall be solely responsible for: a) maintaining overall supervision of the Project beyond the immediate scope of Cardno's Services; b) making available to Cardno all of Client's information regarding existing and proposed conditions of the site. The information shall include, but not be limited to: plot plans, hydrologic and geologic data including borings, wells, field or laboratory tests, and written reports. Client will immediately transmit to Cardno any new information which becomes available or any change in plans; c) locating for Cardno and assuming responsibility for the accuracy of any representations as to the locations of all underground utilities, pipelines, tanks and other installations. Cardno will not be responsible for damage to items not so located; d) providing free and unencumbered access to the site for all necessary equipment and personnel during normal working hours; e) as necessary, locating for Cardno the property boundaries and being responsible for accuracy of boundaries and markers; f) retaining ownership of, and responsibility for all contaminated material Cardno located on site or found as a result of the Project and g) obtaining all required and necessary approvals and permits required for the performance of any services by Cardno. Cardno shall be entitled to reasonably rely upon the accuracy and completeness of information, reports, tests, data and recommendations provided by or on behalf of Client.
- 8. INDEPENDENT AGENT:** Each party shall be an independent agent with respect to work under this Agreement, and shall not be deemed to be the servants, employees, or agents of the other.
- 9. CONFIDENTIALITY:**
- a. Cardno will maintain in confidence the nature of its Services, as well as all information made available to Cardno by Client during the term of this Agreement or resulting from Services performed by Cardno under this Agreement. The confidential obligation imposed on Cardno by Paragraph 9a, however, will not extend to any such information insofar as, and from such time as Cardno may disclose (i) as required by law, (ii) pursuant to court order, (iii) to its subcontractors, agents or other representatives as may be reasonably necessary to perform its services hereunder (iv) for the purpose of prosecuting or defending any litigation, or (v) Cardno can show by reasonable proof has been in the public domain. Cardno agrees to use information intended to be kept confidential under this Paragraph 9a solely to provide its Services.
 - b. Cardno will require each person it retains to perform services for Client under this Agreement to comply with Cardno's confidential obligations under Paragraph 9a above.
- 10. INSURANCE:**
- a. Cardno represents that it carries and will continue during the term of this Agreement to carry at its sole cost Worker's Compensation, Commercial General and Contractual Liability, Automobile Liability, Maritime, Professional Liability and Pollution insurance.
 - b. Certificates of all insurance required of Cardno under this Agreement will be furnished to Client upon request.
- 11. INDEMNIFICATION:**
- a. Cardno shall indemnify and hold harmless Client from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by Cardno or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that Cardno's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to Cardno in preparation of any report, study or other written document and further provided, however, in no event shall Cardno be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.
 - b. Client shall indemnify and hold harmless Cardno from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by or attributable to the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition (not caused by the negligence of Cardno or anyone acting under its authority) on, under or in connection with Owner's real property or relating to Operations conducted by Client; provided that Client's aforesaid indemnity agreement shall not be applicable to any liability based upon the willful misconduct or negligence of Cardno and further provided, however, in no event shall Client be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits and attorney fees thereon.
 - c. For purposes of this Paragraph 11, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

- d. Where any claim results from the joint negligence, gross negligence, willful misconduct, or breach of any provision of this Agreement by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Paragraph 11 shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, willful misconduct, or breach bears to the amount of the total claim attributable to the joint negligence, gross negligence, willful misconduct, or breach at issue.
- 12. LIMITATION OF LIABILITIES:** Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of the fees paid to Cardno for the Services or the maximum of insurance provided. No claim may be brought against Cardno in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.
- 13. DISPUTE RESOLUTION PROCEDURES:**
- If requested in writing by either the Client or Cardno, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting/s, in an effort to seek a mutually satisfactory resolution. Such a meeting shall occur within thirty (30) days from the first date of the written request for such meeting.
 - If a dispute cannot be settled informally between the parties within a period of thirty (30) calendar days, the parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.
 - If the parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity. Cardno's right to record a lien or bond claim to prosecute a lien or bond claim shall not be stayed, limited or delayed by the mediation process.
- 14. ATTORNEY FEE PROVISION:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. The prevailing party shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.
- 15. ACCESS TO RECORDS:**
- Client, or its duly authorized representatives, will have access at all reasonable times, during the performance of any the Services and for a period of two (2) years thereafter, to Cardno's books, records and all other documentation pertaining to Cardno's Services under this Agreement. Cardno shall be reimbursed for all personnel labor, materials, and copying costs incurred for any client inspection or audit.
 - Cardno will preserve for a period of two (2) years after completion or termination of the Services under this Agreement all documents pertaining to Cardno's Services under this Agreement.
- 16. OWNERSHIP OF DOCUMENTS:**
- All documents, in any format or media, prepared by or on behalf of Cardno in connection with the Project are instruments of service for the execution of the Project. Cardno shall retain any and all intellectual and property rights in these documents, whether or not the Project is completed. Payment to Cardno for the Services rendered and pursuant to the payment terms under this Agreement shall be a condition precedent to the Client's right to use any of the documentation prepared by Cardno. Such documents may not be used for any other purpose without the prior written agreement of Cardno. However, upon completion of the Project the Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Cardno in connection with the Project, for the life of said Project.
 - In the event any of Cardno's documents are subsequently used, reused and/or modified in any respect without Cardno's involvement and oversight, the Client hereby agrees to release, indemnify and hold Cardno, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the reuse or modification of said documents.
 - Further, Cardno cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). The Client hereby agrees to release, indemnify and hold Cardno, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the use of said Electronic Files. Electronic files will remain the property of Cardno, may not be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to any third party without Cardno's prior written consent.
- 17. ARCHIVED DATA:** Client agrees to compensate Cardno for all costs associated with archiving the Project data files accumulated as a part of this Agreement. These expenses shall be billed as a reimbursable expense as a part of the final invoice for the Project. Cardno agrees to store and maintain this data for a period of five (5) years. Client agrees to compensate Cardno for any future requests for retrieval or distribution of Archived Data.

18. **NOTICES:** Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.
19. **ASSIGNMENT:** Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
20. **NON-SOLICITATION:**
- Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.
 - However, notwithstanding the above, this Paragraph shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.
21. **HAZARDOUS MATERIALS:**
- Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered subject to any federal or state law regulating such substances or wastes as hazardous.
 - Client will disclose to Cardno all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. Client will specifically identify and describe to Cardno all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the services to be performed by Cardno. Client will furnish any additional information requested by Cardno including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. Client authorizes Cardno to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by Cardno.
 - For services involving or relating to hazardous waste elements of this Agreement, it is further agreed that Client shall indemnify and hold harmless Cardno from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of or resulting from the performance of work by Cardno, or claims against Cardno arising from the work of others related to hazardous waste. This release and indemnification provision extends to claims against Cardno which arise out of, are related to, or are based upon the disbursement, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface of (a) soil, (b) water or water courses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
 - Hazardous Waste and Hazardous Substance Transportation and Disposal: Hazardous wastes and hazardous substances, as defined by federal and state law, encountered by Cardno, shall be deemed to have been generated by and the property of Client. Cardno's discovery, excavation, handling, packaging, and storing of such wastes shall be as Client's agent and Cardno shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. Client shall be solely responsible for selection of transporters and disposal or treatment sites. Client's EPA number shall accompany all shipments of hazardous wastes and Client shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event Client is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, Cardno is hereby authorized to act as Client's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for Client in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to Client on a time and expense basis.
 - Client hereby agrees to comply with all requirements of federal, state, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by Cardno that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that Client or Client's agent is unavailable to make such required report or otherwise fails to do so, Client hereby authorizes Cardno to make reports on its behalf.
 - In the event of the discovery of hazardous substances of a nature or in a quantity not revealed by Client to Cardno pursuant to this agreement and referenced incorporated thereto, or any other condition rendering further work pursuant to this agreement unsafe, in violation of law, or reasonably believed to exceed the scope of work agreed to, Cardno reserves the right to suspend work and notify Client. Client agrees to negotiate in good faith with Cardno on revised terms for completion of original agreement or additional services as recommended by Cardno. Notwithstanding the outcome of such negotiations and during such negotiations Cardno shall perform services as it deems necessary to secure the site, place hazardous substances in a safe condition, and comply with applicable laws and regulations on behalf of Client and shall be compensated by Client as specified herein.
22. **ATTRIBUTION/PROMOTION:** Cardno shall have the right to include photographic or artistic representations of the design of the Project among Cardno's promotional and professional materials. Cardno shall be given reasonable access to the completed Project to make such representations. However, Cardno's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised Cardno in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for Cardno in the Owner's promotional materials for the Project.

23. **WAIVER:** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
24. **GOVERNING LAW:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.
25. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
26. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Cardno, Inc.

Village of Spring Lake

By: _____

By: _____

Print Name: Chris White

Print Name: _____

Title: Field Operations Lead

Title: _____

Cardno Project ID: J172024700

This Exhibit details the Services, Schedule, Contract Price, Additional Conditions and Additional Attachments forming part of the Professional Services Agreement, dated February 9, 2017.

Services: Cardno shall perform the following Services (hereafter “Services”):

Cardno, Inc. will provide the following services located in the Village of Spring Lake, Ottawa County, Michigan (the “site”).

Cardno will spot treat exotic species within the two wetland mitigation areas at Mill Point Park in Spring Lake twice a year for five years. Cardno will send certified herbicide applicators to treat species such as Japanese Knotweed, phragmites, purple loosestrife, reed canary grass, barnyard grass, garlic mustard, and buckthorn plus any other invasive undesirable species. The treatment will be coordinated with the client and scheduled during the appropriate season for each target species. Cardno will also obtain the aquatic nuisance permit through MDEQ and submit the required treatment reports each year. Each visit will cost \$800 totaling a lump sum of \$8,000 over the five years. Any additional spot treatment visits will cost \$800 and will require a change of scope.

Est. Time Commencement Date: Upon receipt of fully executed agreement.
Estimated Completion Date: November 30, 2021

Contract Price: Subject to the terms of the Professional Services Agreement, dated February 9, 2017, and below, Client will compensate Cardno as follows:

For Services Provided, Lump Sum Fee: \$8,000.00

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by any government entity on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Cardno shall submit to the Client in a timely manner, documentation of the revisions to Exhibit “A” adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for services are based on Cardno’s Schedule of Fees, FY2017 (“Rate Schedule”). The Rate Schedule is subject to escalation from time to time.

Cost Estimate: Any opinion of costs of construction prepared by Cardno is supplied only for the general guidance of the Client. Cardno has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors’ methods of determining prices, or other competitive bidding or market conditions. Cardno’s preparation of Cost Estimates are made on the basis of Cardno’s experience and judgment and are Cardno’s opinion of the cost of construction and not a guarantee of the accuracy of such opinion as compared to contract bids or actual costs to Client. Cardno does not warrant that bids or ultimate construction costs will not vary from its opinion of cost estimates.

Reimbursable Expenses: As contemplated throughout this Agreement, Reimbursable Expenses are an obligation of the Client and such Reimbursable Expenses will be included on the invoices issued to Client per the Cardno fee schedule.

Additional Attachments: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Please see Exhibit B - Schedule of Fees.

Personnel

Field Technician/Technician/ Senior Technician	\$45-100/hour
Project Assistant/Coordinator	\$55-90/hour
GIS, CADD, or Drafting Consultant	\$80-120/hour
Assistant Staff Consultant	\$65-100/hour
Staff Consultant³	\$75-125/hour
Senior Staff Consultant³	\$85-130/hour
Project Consultant³	\$85-140/hour
Senior Project Consultant³	\$100-170/hour
Senior Consultant³	\$102-225/hour
Director³	\$235-350/hour

Notes:

- Hourly staff rates are based on 40hr work weeks, time in excess of 40hrs will be billed at 1.5x standard rates
- Salary staff rates are per hour based on work up to 10 hours per day, and/or 50 hours per week, Monday-Friday, conditions outside of these parameters may be subject to additional fees with client approval.
- Consultant and Director positions include professional Scientist, Ecologist, Economist, Engineer, Hydrogeologist, Geologist and Planner staff. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times the normal billing rate.

Expenses

Communication costs of six percent (6%) of total professional labor billings will be charged in lieu of the actual cost of long distance and cellular telephone costs, WAN or internet costs, pager costs, postage costs, facsimile costs, routine black-and-white copying (less than 500 pages), incidental office supplies, and personal computer usage. Non-routine black-and-white copies will be charged at \$0.25 per page. All in-house color copies will be charged at \$1.00 per 8.5 x 11 page and \$1.90 per 11 x 17 page. Oversized color copies will be as quoted. Each double-sided color or black-and-white copy will be charged as 2 pages. Cardno reserves the right to charge a fuel surcharge if average fuel prices exceed \$4.00 per gallon. This fuel surcharge will be in addition to the below listed standard mileage rates.

Reimbursable Markup (lodging, meals, equipment rental, etc.)	Cost Plus 15%
Subcontractor Markup (*special situations may be at a higher rate)	Cost Plus 15%*
Mileage	\$1.00/mile, portal to portal
Mileage With Trailer	\$1.25/mile, portal to portal

<u>EQUIPMENT</u>	<u>RATE</u>	<u>UNIT</u>
Tractor	\$225	day
Seed Drill	\$220	day
Misc. Mechanized Equipment	\$100 - \$300	day
GPS Unit	\$150	day
Fish Shock Boat	\$150	day
Power Rake	\$100	day
ATV	\$75	day
Boat/Motor/Trailer	\$80	day
Backpack Fish Shocker	\$80	day
Fire Pumping Equipment	\$80	day
Surveying Equipment	\$50	day
Box grader	\$60	day
Mower	\$60	day
Field sprayer (25-200 gal)	\$40	day
Gas Power Tools (chainsaw, auger, pump, etc.)	\$30	day/each
Fire Hand-Tools	\$40	person/day
Mist Nets	\$25	site/day
Anabat	\$50	day/each
Radio Receiver & Antenna	\$100	day
Radio Transmitters	\$175	each
Trailer	\$50	day
Water Level logger	\$100	month

Payment

Cardno invoices will be submitted monthly. Payment is due on or before the thirtieth (30th) day following the date of the invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1.5%) per month.

Conditions

Cardno specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

Rates Subject to Change at any time

Effective through June 30, 2017.

Village of Spring Lake – Grand River Greenway
Wetland Mitigation Area 1 Photographs
8/16/2016

Photo Point Locations

Photo 1



Photo Point 1. View northwest. 8/16/2016.

Photo 2



Photo Point 2. View northeast. 8/16/2016.

Photo 3



Photo Point 3. View southwest. 8/16/2016.

Photo 4



Photo Point 4. View west. 8/16/2016.

Photo 5



Photo Point 5. View west. 8/16/2016.

Photo 6



Photo Point 6. View northwest. 8/16/2016.

Photo 7



Photo Point 7. View north. 8/16/2016.

Photo 8



Photo Point 8. View southwest. 8/16/2016.

Photo 9



Photo Point 9. View west. 8/16/2016.

Photo 10



Photo Point 10. View northwest. 8/16/2016.

Photo 11



Photo Point 11. View southeast. 8/16/2016.

Photo 12



Photo Point 12. View southeast. 8/16/2016.

Photo 13



Photo Point 13. View southwest. 8/16/2016.

Photo 14



Photo Point 14. View west. 8/16/2016.

Village of Spring Lake – Grand River Greenway
Wetland Mitigation Area 2 Photographs
8/16/2016

Photo Point Locations

Photo 1



Photo Point 1. View east. 8/16/2016.

Photo 2



Photo Point 2. View southeast. 8/16/2016.

Photo 3



Photo Point 3. View southwest. 8/16/2016.

Photo 4

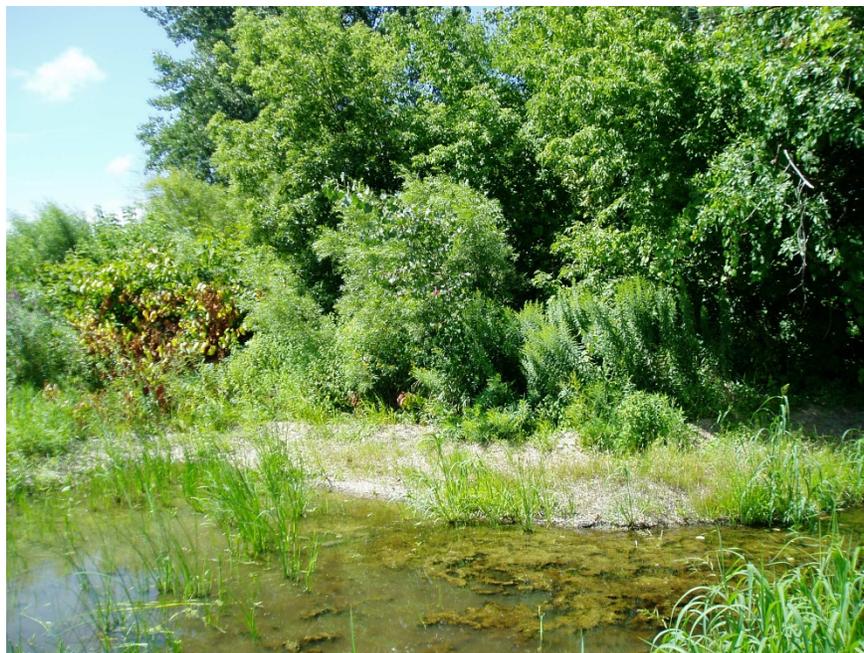


Photo Point 4. View southwest. 8/16/2016.

Photo 5



Photo Point 5. View west. 8/16/2016.

Photo 6



Photo Point 6. View southeast. 8/16/2016.

Photo 7



Photo Point 7. View east. 8/16/2016.

Photo 8



Photo Point 8. View northeast. 8/16/2016.

Photo 9



Photo Point 9. View southwest. 8/16/2016.

Photo 10

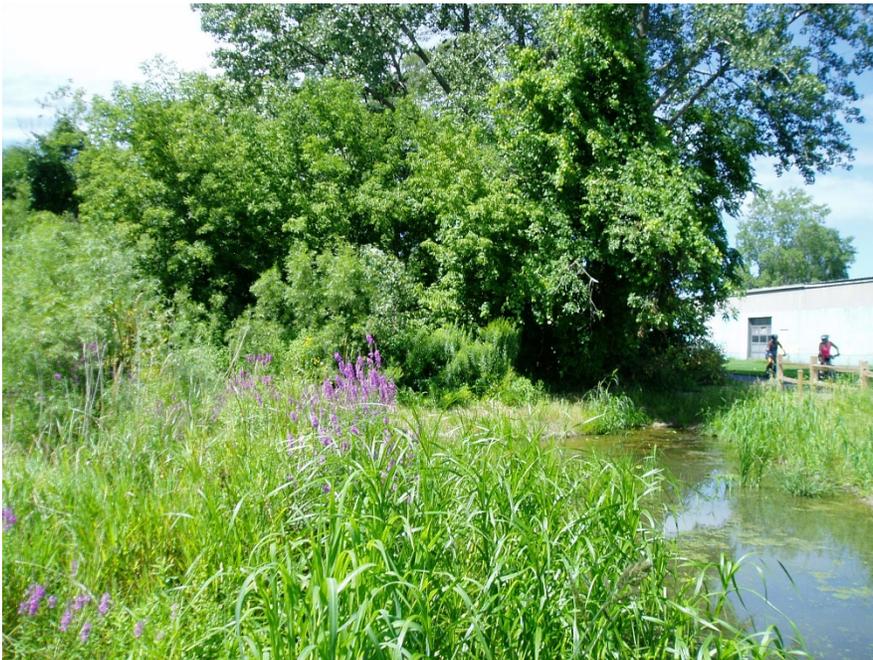


Photo Point 10. View west. 8/16/2016.

Photo 11



Photo Point 11. View northwest. 8/16/2016.

Photo 12



Conservation easement sign. 8/16/2016.

Photo 13



Interpretive sign. 8/16/2016.

Photo 14



Fence. 8/16/2016.

Village of Spring Lake – Grand River Greenway
Wetland Mitigation Area 3 Photographs
8/16/2016

Photographs

Photo 1



View southeast. 8/16/2016.

Photo 2



View east. 8/16/2016.

Photo 3



View south. 8/16/2016.

Photo 4



Pin oak sapling. 8/16/2016.

Photo 5



Sycamore sapling. 8/16/2016.

Photo 6



Swamp white oak sapling. 8/16/2016.

Village of Spring Lake - Grand River Greenway
Wetland Mitigation Monitoring 2016

Table 1. Vegetation in Sampling Plots, Wetland Mitigation Area 1. August 16, 2016.

Sampling Plot	Scientific Name	Common Name	Status	% Cover
Plot 1 no water	<i>Convolvulus arvensis</i>	field bindweed	UPL	5
	<i>Impatiens capensis</i>	jewelweed	FACW	90
	<i>Solidago altissima</i>	tall goldenrod	FACU	5
Plot 2 water depth 1"	<i>Eupatorium perfoliatum</i>	boneset	FACW+	5
	<i>Lythrum salicaria</i>	purple loosestrife	OBL	30
	<i>Polygonum cuspidatum</i>	Japanese knotweed	FACU	55
	<i>Solidago altissima</i>	tall goldenrod	FACU	5
Plot 3 water depth 5.5"	<i>Peltandra virginica</i>	arrow-arum	OBL	25
	<i>Rumex crispus</i>	curly dock	FAC+	10
		open water		65
Plot 4 water depth 6"	<i>Peltandra virginica</i>	arrow arum	OBL	15
	<i>Leersia oryzoides</i>	rice cut grass	OBL	10
	<i>Rumex crispus</i>	curly dock	FAC+	25
	<i>Schoenoplectus tabernaemontani</i>	softstem bulrush	OBL	10
Plot 5 water depth 8"		open water		40
	<i>Leersia oryzoides</i>	rice cut grass	OBL	10
	<i>Peltandra virginica</i>	arrow arum	OBL	50
Plot 6 water depth 9"	<i>Schoenoplectus tabernaemontani</i>	softstem bulrush	OBL	5
		open water		35
Plot 6 water depth 9"	<i>Carex lacustris</i>	lake sedge	OBL	10
	<i>Juncus effusus</i>	soft rush	OBL	10
	<i>Typha latifolia</i>	broadleaf cattail	OBL	25
		open water		55

Peterson Environmental

Table 1

Village of Spring Lake - Grand River Greenway
Wetland Mitigation Monitoring 2016

Sampling Plot	Scientific Name	Common Name	Status	% Cover
Plot 7	Lemna minor	duckweed	OBL	2
water depth 8"	Peltandra virginica	arrow arum	OBL	50
		open water		48
Plot 8	Lemna minor	duckweed	OBL	2
water depth 8.5"		open water		98
Plot 9	Lemna minor	duckweed	OBL	2
water depth 10"	unknown	filamentous algae	OBL	30
		open water		68
Plot 10	Alisma plantago-aquatica	water plantain	OBL	15
water depth 5"	Lythrum salicaria	purple loosestrife	OBL	2
	Typha latifolia	broad-leaved cattail	OBL	30
		open water		53

Village of Spring Lake - Grand River Greenway
Wetland Mitigation Monitoring 2016

Table 2. Vegetation in Sampling Plots, Wetland Mitigation Area 2. August 16, 2016.

Sampling Plot	Scientific Name	Common Name	Status	% Cover
Transect 1				
Plot 1 water depth 4"	Echinochloa muricata	barnyard grass	OBL	10
	Lemna minor	duckweed	OBL	10
	Typha latifolia	broadleaved cattail	OBL	20
		open water		60
Plot 2 water depth 6"	Carex lacustris	lake sedge	OBL	15
	Lemna minor	duckweed	OBL	2
	Lobelia siphilitica	great blue lobelia	FACW+	2
	Lythrum salicaria	purple loosestrife	OBL	10
	Mentha arvensis	wild mint	FACW	2
	Phalaris arundinacea	reed canary grass	FACW	60
	Poa pratensis	Kentucky blue grass	FAC	5
		open water		4
Plot 3 water depth 10.5"	Lemna minor	duckweed	OBL	65
	Lythrum salicaria	purple loosestrife	OBL	10
	Salix exigua	sandbar willow	OBL	25
Plot 4 water depth 9.5"	Lemna minor	duckweed	OBL	35
	Phalaris arundinacea	reed canary grass	FACW	35
	Salix exigua	sandbar willow	OBL	30
Transect 2				
Plot 1 saturated to surface	Impatiens capensis	jewelweed	FACW	60
	Polygonum cuspidatum	Japanese knotweed	FACU	10
	Salix exigua	sandbar willow	OBL	20
	Vitis riparia	riverbank grape	FACW	10

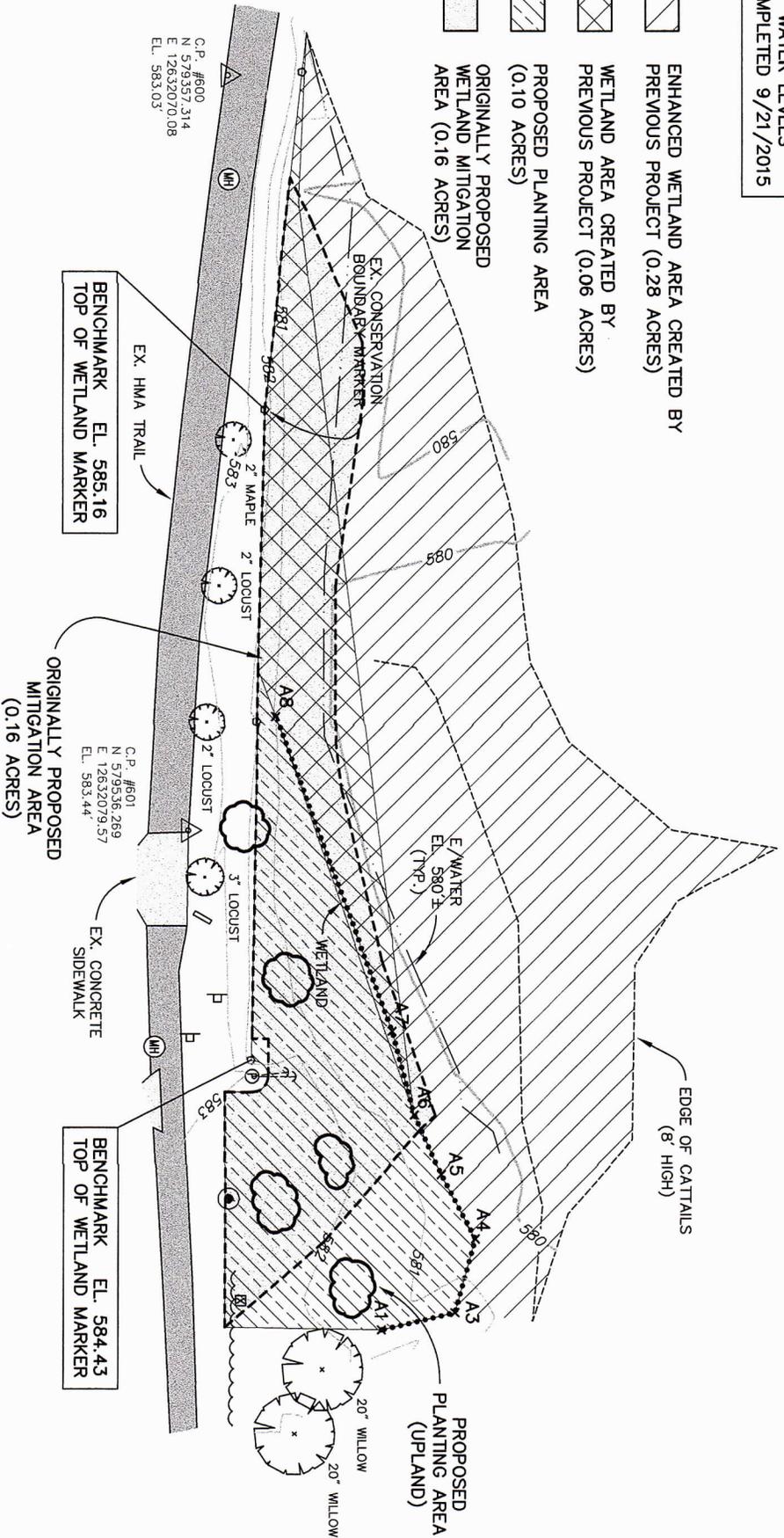
Village of Spring Lake - Grand River Greenway
Wetland Mitigation Monitoring 2016

Sampling Plot	Scientific Name	Common Name	Status	% Cover
Plot 2 water depth 3"	<i>Bidens frondosus</i>	common beggar-ticks	FACW	5
	<i>Carex lacustrus</i>	lake sedge	OBL	10
	<i>Cyperus esculentus</i>	yellow nutsedge	FACW	10
	<i>Echinochloa muricata</i>	barnyard grass	OBL	10
	<i>Leersia oryzoides</i>	rice cut grass	OBL	5
	<i>Lemna minor</i>	duckweed	OBL	10
	<i>Lythrum salicaria</i>	purple loosestrife	OBL	5
	<i>Peltandra virginica</i>	arrow arum	OBL	5
	<i>Pontederia cordata</i>	pickerelweed	OBL	5
	<i>Schoenoplectus tabernaemontani</i>	softstem bulrush	OBL	10
Plot 3 water depth 2.5"	<i>Typcha latifolia</i>	broadleaved cattail	OBL	5
		open water		20
	<i>Alisma plantago-aquatica</i>	water plantain	OBL	5
	<i>Bidens frondosus</i>	common beggar-ticks	FACW	5
	<i>Lemna minor</i>	duckweed	OBL	10
	<i>Phalaris arundinacea</i>	reed canary grass	FACW	5
	<i>Sagittaria latifolia</i>	arrowhead	OBL	20
	<i>Schoenoplectus tabernaemontani</i>	softstem bulrush	OBL	25
	<i>Typcha latifolia</i>	broadleaved cattail	OBL	5
		open water		25
Plot 4 water depth 3"	<i>Bidens frondosus</i>	common beggar-ticks	FACW	15
	<i>Carex muskingumensis</i>	Muskinum sedge	OBL	50
	<i>Lemna minor</i>	duckweed	OBL	10
	<i>Pontederia cordata</i>	pickerelweed	OBL	5
		open water		20
Plot 5 water depth 2.5"	<i>Bidens frondosus</i>	common beggar-ticks	FACW	10
	<i>Carex muskingumensis</i>	Muskinum sedge	OBL	5
	<i>Echinochloa muricata</i>	barnyard grass	OBL	30
	<i>Lemna minor</i>	duckweed	OBL	25
	<i>Pontederia cordata</i>	pickerelweed	OBL	10
		open water		20

Table 2

TOPOGRAPHIC SURVEY
WATER LEVELS
COMPLETED 9/21/2015

-  ENHANCED WETLAND AREA CREATED BY PREVIOUS PROJECT (0.28 ACRES)
-  WETLAND AREA CREATED BY PREVIOUS PROJECT (0.06 ACRES)
-  PROPOSED PLANTING AREA (0.10 ACRES)
-  ORIGINALLY PROPOSED WETLAND MITIGATION AREA (0.16 ACRES)



MITIGATION AREA #1 - PLAN

(SEE SHEET X FOR PROFILE)



NOTE : ALL ELEVATIONS BASED ON NAVD 1988 DATUM.

PROPOSED WETLAND MITIGATION

LOCATION : VILLAGE OF SPRING LAKE
OTTAWA COUNTY, MICHIGAN
SECTION 16, T. 8 N., R. 16 W.

APPLICANT :

VILLAGE OF SPRING LAKE
102 W. SAVIDGE STREET
SPRING LAKE, MI 49456
(616) 842-1393

PREPARED BY :

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory
3355 EVERGREEN DRIVE NE
GRAND RAPIDS, MICHIGAN 49525 / (616-364-8491)

SHEET 3 OF X

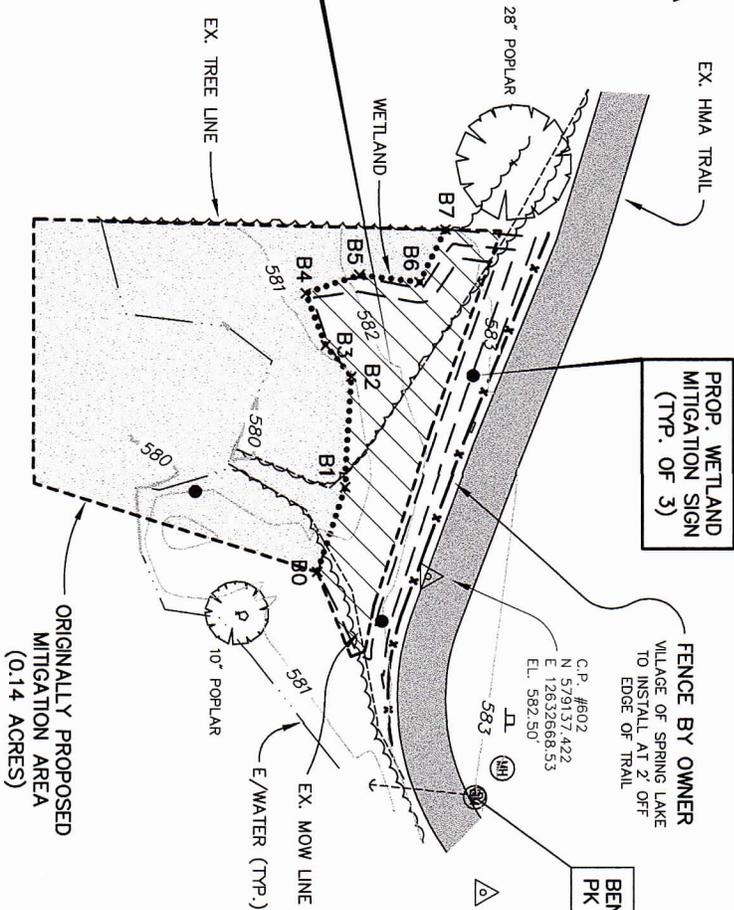
OCTOBER 2015
2150535

TOPOGRAPHIC SURVEY
WATER LEVELS
COMPLETED 9/21/2015

-  WETLAND MITIGATION AREA
(0.04 ACRES)
-  EX. DELINEATED WETLAND
AREA (0.10 ACRES)

TOTAL = 0.14 ACRES
OF WETLAND MITIGATION

REMOVE/SALVAGE EX. TOPSOIL.
EXCAVATE AREA TO ACHIEVE
FINAL GRADE OF 580.55 AFTER
PLACEMENT OF 4" OF TOPSOIL.
GRADE AREA AT 1:3 SLOPE.
PLAGE EMERGENT SEED MIX.



MITIGATION AREA #2 - PLAN

(SEE SHEET X FOR PROFILE)

SCALE : HORZ. 1" = 40'



NOTE : ALL ELEVATIONS BASED
ON NAVD 1988 DATUM.

PROPOSED WETLAND MITIGATION

LOCATION : VILLAGE OF SPRING LAKE
OTTAWA COUNTY, MICHIGAN
SECTION 16, T. 8 N., R. 16 W.

APPLICANT :

VILLAGE OF SPRING LAKE
102 W. SAVIDGE STREET
SPRING LAKE, MI 49456
(616) 842-1393

PREPARED BY :

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory
3355 EVERGREEN DRIVE NE
GRAND RAPIDS, MICHIGAN 49525/(616-364-8491)

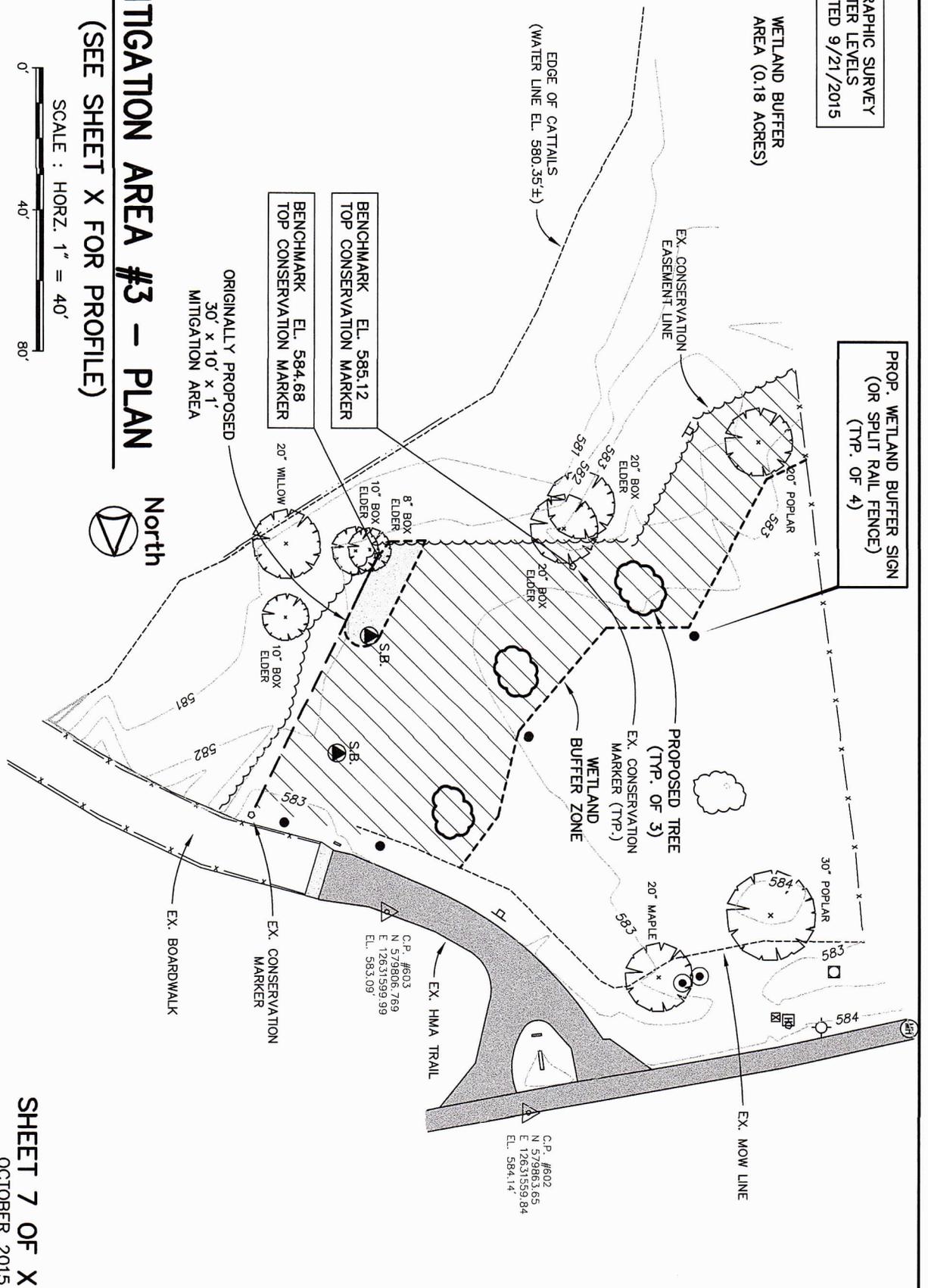
SHEET 5 OF X

OCTOBER 2015
2150535

TOPOGRAPHIC SURVEY
WATER LEVELS
COMPLETED 9/21/2015

WETLAND BUFFER
AREA (0.18 ACRES)

PROP. WETLAND BUFFER SIGN
(OR SPLIT RAIL FENCE)
(TYP. OF 4)



MITIGATION AREA #3 - PLAN
(SEE SHEET X FOR PROFILE)

SCALE : HORZ. 1" = 40'

NOTE : ALL ELEVATIONS BASED
ON NAVD 1988 DATUM.

PROPOSED WETLAND MITIGATION

LOCATION : VILLAGE OF SPRING LAKE
OTTAWA COUNTY, MICHIGAN
SECTION 16, T. 8 N., R. 16 W.

APPLICANT : VILLAGE OF SPRING LAKE
102 W. SAVIDGE STREET
SPRING LAKE, MI 49456
(616) 842-1393

PREPARED BY :

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory
3355 EVERGREEN DRIVE NE
GRAND RAPIDS, MICHIGAN 49525/(616-364-8491)

SHEET 7 OF X
OCTOBER 2015
2150535

VILLAGE OF SPRING LAKE

BUDGET PROCESS

The budget process, for staff, is a year-round endeavor. The first step in the annual budget process really begins after the Village receives the previous year's audited financial statement. The Clerk/Treasurer makes necessary updates/amendments to the actual cash balances of the various funds. Department Heads monitor their budget balances throughout the year and begin preparing for the next year's fiscal budget in January with the assistance of the Clerk/Treasurer/Finance Director. A proposed budget will be presented to the Village Council at the May meeting, where Department Heads will present their budgets to the Village Council and address any questions or concerns presented by Council. Once an agreement is reached on estimated revenues and expenditures, the proposed budget is made available to the public for their review. The Clerk/Treasurer/Finance Director then sets the public hearing for the June meeting. The final budget is adopted following the public hearing; at this time the annual millage rate is set and the rate schedule adopted. The new budget becomes effective on July 1, 2016.

	Task/Process	Completion
Step 1	Strategic Planning & Goal Setting (Al Vanderberg & Keith VanBeek)	01/07/17
Step 2	Budget Team Meeting Review Goals & Preliminary Taxable Value Review TIFA (296) & DDA (236)	02/14/17
Step 3	Budget Team Meeting Review Police (207)	02/16/17
Step 4	Budget Team Meeting Review Parks Budget & Forestry (101) Review Major Streets (202), Local Streets (203), Ottawa Country Road Millage (204) and Non-Motorized Pathways (218)	02/21/17
Step 5	Proposed Preliminary Budget to Parks & Recreation/Tree Board	03/06/17
Step 6	Proposed Preliminary Budget to CBDDA	03/09/17
Step 7	Budget Team Meeting Review General Fund - Remaining Departments (101) Review Water & Sewer (590 & 591) Review Fees & Rates	03/14/17
Step 8	Budget Team Meeting Review Central Equipment (661) & Public Improvement (208) Review Fund Balances & Changes Review Preliminary Budget for Council Review Board of Review Changes for Taxable Values	03/23/17
Step 9	Budget Team Meeting Final Review Before Presentation to Council	04/04/17
Step 10	Proposed General Fund Budget to Council	04/xx/17
Step 11	Set Public Hearing on Water/Sewer Rates & Fees	04/xx/17
Step 12	Five-Year Capital Improvement Plan to Planning Commission	04/25/17
Step 13	Budget Team Meeting Discussion of Council & PC Revisions	04/27/17
Step 14	Proposed Final Budget to DDA	05/11/17
Step 15	Preliminary Budget Proposed to Council Water & Sewer Rates All Other Rates & Fees	05/15/17
Step 16	Set Public Hearing for Budget Adoption	05/15/17
Step 17	Final Budget to Council	06/xx/17
Step 18	Council Review of Final FY16/17 Budget Amendments	06/xx/17
Step 19	FY 16/17 Budget Adopted by Councilⁱ (Public Hearing)	06/xx/17
Step 20	Council Approval of Final FY 16/17 Budget Amendments	06/xx/17

ⁱ Budget must be adopted no later than June 15th, per Charter.

CENTRAL PARK RESERVATION FORM

808 CENTRAL AVENUE
SPRING LAKE, MI 49456



RESERVATION DATE: Monday, April 24, 2017 RESERVATION TIME: 5:00 pm to 9:00pm

NAME: Jessica Vander Ark (Holmes & Jeffers Parent Clubs Earth Day Celebration/Bike Path Cleanup)

ADDRESS: 2872 Oak Ct.

CITY/STATE/ZIP: Spring Lake, MI 49456

Home number: () NA Work number: () 616-451-3051 x128

Cell number: () 616-308-5698 Email address: jvanderark@wmeac.org, jessica.w.vanderark@gmail.com

 CENTRAL PARK BALL FIELD ~ East field

 LANGELAND BALL FIELD ~ West field

 x SHELTER #1 ~ East Shelter (approximately 120 people) Electrical, water and large grill available.

 x SHELTER #2 ~ West Shelter (approximately 65 people) Electrical, water and grill available.
(use entrance by Ace Hardware)

Cancellations: Please give 24 hours advance notice of cancellation. If you have a weekend reservation, call by Friday at noon.

Late Arrival: Reservations will be held up to 1 hour after requested time at which time the shelter will be opened to the public.

*****NO ALCOHOLIC BEVERAGES ALLOWED IN PARK*****

Please contact Mary Paparella at 616-842-1393 or by email at mary@springlakevillage.org for more information or to make a reservation.



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

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

www.springlakevillage.org

February 10, 2017

Mr. Richard Cuti
317 Meridian
Spring Lake, MI 49456

Dear Mr. Cuti,

Thank you for the note (*copy attached*) today regarding water rates and taxes. I felt it was necessary to reply to a couple of statements in your note so that you have accurate information.

I have attached a breakdown of the Village taxes you have paid since 2004. As you can see, your taxes that pay for Village services has actually gone *down* over the course of the last 13 years. Village Council has been very diligent about reducing millage rates whenever possible. Their goal has been to provide the same (or higher) level of service while maintaining or reducing taxes. We have successfully accomplished this during my tenure with the Village. In 2014, Council made the decision to provide sidewalk snow removal for ALL Village residents (not just those on the Safe Routes to School path) while simultaneously reducing your tax burden.

It is true that you will see an increase on your next quarterly water bill. Please keep in mind that the last time water/sewer rates were increased was in 2013. By comparison, your electric, gas, cable/internet and cell phone bill have likely risen every single year. Clean drinking water and sewage disposal are two of the biggest items that Council is tasked with managing (along with public safety). In order to provide clean drinking water, it is imperative to maintain the system in a manner that is consistent with DEQ regulations which obviously costs money (lest we have a Flint situation on our hands).

I have also included water/sewer rates for other communities in Ottawa County which clearly demonstrates that Spring Lake Village fees are in line with (if not less expensive than) most communities. The millage rate comparison shows that the millage rate assessed in Spring Lake is also very competitive, with only Ferrysburg being *slightly* lower.

If you have questions regarding how we will be allocating the water/sewer rate increase, I would be happy to sit down with you and go over the long-term capital improvement plan that has been laid out. I can be reached at christine@springlakevillage.org or by calling 842-1393.

Sincerely,

Christine Burns
Village Manager

Enclosures

2016 Ottawa County Water Rate Survey

System	Monthly User Charges			Assessments at Time of Connection			Connection Fees		Estimated Bills				
	Commodity Rate per 1,000 Gallons	Debt Service Charge per Month	Ready to Serve Charge per Month	Millage Rate for Water System	Frontage Rate per Foot	Availability Rate per Parcel	Trunkage Rate per REU or Res. Meter	Inspection Fee	Residential Meter Fee	Residential Service Lateral Fee	Estimated Monthly Bill	Estimated Assessment	Estimated Connection Fee
Northwest Ottawa Water System													
Crookery Twp	\$3.85	\$8.00	\$5.00		\$43.00		\$1,450.00	\$100.00	\$514.46	\$2,267.54	\$36.10	\$7,900.00	\$2,882.00
Ferrysburg	\$2.69		\$5.63		\$50.00				\$850.00	\$2,200.00	\$21.77	\$7,500.00	\$3,050.00
Grand Haven	\$2.27		\$4.35					\$50.00	\$500.00	*	\$17.97	\$0.00	\$2,050.00
Grand Haven Twp	\$2.50		\$13.03				\$856.00	Included	Included	\$1,600.00	\$28.03	\$856.00	\$1,600.00
Spring Lake Village	\$2.06	\$3.76	\$7.09				\$1,200.00		\$250.00	*	\$23.21	\$0.00	\$1,750.00
Spring Lake Twp	\$2.25		\$7.12		\$37.00		\$1,200.00	\$65.00	\$575.00	\$1,600.00	\$20.62	\$6,750.00	\$2,290.00
Grand Rapids Water System													
Alendale Twp	\$3.45		\$1.43		\$40.00		\$980.00		\$450.00	\$600.00	\$22.13	\$6,980.00	\$2,550.00
Coopersville	\$3.96		\$6.00	0.4460	\$15.00		\$500.00	\$30.00	\$397.00	*	\$35.34	\$2,750.00	\$1,927.00
Grand Haven Twp	\$2.89		\$13.03				\$856.00	Included	Included	\$1,600.00	\$30.37	\$856.00	\$1,600.00
Olive-Robinson Twps	\$2.70		\$7.00		\$36.00		\$950.00		\$585.00	\$2,325.00	\$23.20	\$6,350.00	\$2,910.00
Polkton Twp	\$3.15		\$7.00			\$7,000.00	\$1,500.00	\$60.00	\$1,902.50	\$1,902.50	\$25.90	\$8,500.00	\$1,902.50
Port Sheldon Twp	\$3.35	\$1.50	\$8.50		\$30.00		\$1,000.00	\$60.00	\$516.00	\$1,727.00	\$30.10	\$5,500.00	\$2,303.00
Tallmadge Twp	\$4.79		\$4.19		\$81.00		\$2,959.00	\$65.00	\$175.00	\$2,850.00	\$32.93	\$15,109.00	\$3,090.00
Wyoming Water System													
Georgetown Twp	\$2.00		\$3.33		\$18.00		\$360.00	\$75.00	\$435.00	\$1,800.00	\$15.33	\$3,060.00	\$2,310.00
Holland Twp	\$1.81		\$11.15		\$66.00		\$1,006.00	\$66.50	\$342.00	\$1,093.00	\$22.01	\$10,906.00	\$1,491.50
Hudsonville	\$2.13		\$10.78		\$52.50			\$75.00	\$148.50	\$1,850.00	\$23.56	\$7,875.00	\$2,073.50
Jamestown Twp	\$2.01		\$7.33		\$34.00	\$4,600.00	\$1,600.00		\$375.00	\$650.00	\$19.39	\$11,300.00	\$1,225.00
Olive-Blendon Twps	\$1.95	\$3.50	\$7.00		\$36.00		\$1,150.00	\$120.00	\$585.00	\$2,325.00	\$22.20	\$6,550.00	\$2,910.00
Park Twp	\$1.80		\$7.25		\$30.00		\$500.00	\$120.00	\$446.00	\$1,025.00	\$18.05	\$5,000.00	\$1,591.00
Zeeland Twp	\$1.81		\$11.15		\$25.00		\$1,200.00		\$393.00	\$822.00	\$22.01	\$4,950.00	\$1,215.00
Holland Water System													
Holland	\$2.21		\$9.92		\$42.00		\$859.00	Included	\$171.00	\$1,300.00	\$23.18	\$7,159.00	\$1,471.00
Zeeland	\$2.39		\$6.40		\$30.00		\$750.00	Included	Included	\$900.00	\$20.74	\$5,250.00	\$900.00

Notes for Estimated Bills	
Estimated monthly usage =	6,000 gallons
Estimated average SEV =	\$150,000.00
Estimated frontage =	150 feet
* Estimated service lateral if needed =	\$1,500.00

2016 Ottawa County Wastewater Rate Survey

System	Commodity Rate per 1,000 Gallons	Monthly User Charges			Assessments at Time of Connection			Connection Fees		Estimated Bills		
		Flat User Charge per Month (unmetered)	Debt Service Charge per Month	Ready to Serve Charge per Month	Frontage Rate per Foot	Availability Rate per Parcel	Trunkage Rate per REU or Meter	Treatment Plant Trunkage per REU or Meter	Inspection Fee	Service Lateral or Tapping Fee	Estimated Monthly Bill	Estimated Assessment
Allendale Wastewater Plant	\$3.12	\$16.90	\$2.01	\$3.30	\$60.00	\$1,140.00			\$900.00	\$24.03	\$10,140.00	\$2,400.00
Allendale Twp												
Chester Twp Wastewater Lagoons		\$31.00	\$21.00			\$4,900.00		\$40.00	\$700.00	\$52.00	\$10,100.00	\$740.00
Chester Twp												
Coopersville Wastewater Plant					\$6.00	\$1,000.00		\$30.00		\$27.66	\$4,750.00	\$1,530.00
Coopersville												
Crockery Twp Clean Water Plant												
Crockery Twp	\$5.50	\$33.00	\$17.00	\$24.00		\$7,500.00	\$1,800.00	\$300.00		\$74.00	\$11,000.00	\$1,800.00
GH-St. Sewer Authority Plant												
Ferrysburg	\$3.22			\$18.80	\$60.00			\$25.00	\$2,200.00	\$38.12	\$9,000.00	\$3,725.00
Grand Haven	\$4.65			\$4.35				\$50.00	\$5,000.00	\$32.25	\$0.00	\$5,050.00
Grand Haven Twp	\$3.32			\$13.52		\$2,879.00		\$35.00	\$1,500.00	\$33.44	\$2,879.00	\$1,535.00
Spring Lake Village	\$2.79		\$4.84	\$11.51				\$35.00		\$33.09	\$0.00	\$1,500.00
Spring Lake Twp	\$2.45	\$21.71	\$3.73	\$5.33	\$71.90	\$2,193.00		\$55.00	\$1,016.00	\$23.76	\$12,978.00	\$2,571.00
Grandville Clean Water Plant												
Georgetown Twp	\$3.00			\$3.33	\$65.00		\$1,800.00		\$1,000.00	\$21.33	\$11,550.00	\$1,000.00
Hudsonville	\$3.92	\$38.90		\$12.77	\$80.00		\$1,800.00	\$75.00	\$2,650.00	\$36.29	\$13,800.00	\$2,725.00
Jamestown Twp	\$4.71	\$37.12		\$12.00	\$47.00	\$4,100.00			\$1,200.00	\$40.26	\$18,100.00	\$1,200.00
Holland Area Wastewater Plant												
Holland	\$3.58	\$27.64		\$8.89	\$42.00	\$2,367.00			\$1,185.00	\$30.37	\$8,667.00	\$1,185.00
Holland Twp	\$2.39	\$19.78		\$9.80	\$90.00	\$1,025.00		\$56.50	\$1,380.00	\$24.14	\$14,525.00	\$1,456.50
Park Twp	\$2.39	\$19.78		\$9.80	\$50.00	\$2,000.00		\$60.00	\$900.00	\$24.14	\$9,500.00	\$960.00
Zeeland Twp	\$2.39	\$19.78		\$9.80	\$30.00	\$2,500.00		\$50.00	\$1,000.00	\$24.14	\$7,000.00	\$1,050.00
Grand Rapids Wastewater Plant												
Talmadge Twp	\$14.42			\$2.95	\$90.00	\$2,959.00		\$70.00	\$2,900.00	\$89.47	\$16,459.00	\$2,970.00
Wright Twp		\$52.09			\$90.00	\$2,959.00		\$70.00	\$2,900.00	\$52.09	\$16,459.00	\$2,970.00
W.C. Ottawa	\$5.05			\$15.00	\$50.00	\$2,500.00	\$1,850.00	\$75.00	\$1,750.00	\$45.30	\$11,850.00	\$1,825.00
Zeeland Clean Water Plant												
Zeeland	\$3.77	\$31.25		\$10.40	\$40.00	\$2,000.00		\$65.00	\$550.00	\$33.02	\$8,000.00	\$615.00

Notes for Estimated Bills	
Estimated monthly usage =	6,000 gallons
Estimated frontage =	150 feet
Estimated service lateral if not listed =	\$1,500.00

Community & Financial Performance ~ 2012 thru 2016

Millage Rate Comparison for Similar Sized Communities + GH

Community	Population	Operating	Misc.	Description	TOTAL
Spring Lake	2,323	9.5400	.8200	Debt	10.3600
Bronson	2,349	16.9482			16.9482
Montegue	2,361	16.7500			16.7500
Whitehall	2,706	15.7700			15.7700
Ferrysburg	2,892	8.2195	.4885	Vehicle Replace Pathway	9.1965
Clare	3,118	17.5000	.7500	Parks	18.2500
Cedar Springs	3,509	15.0642	.3800	Refuse	15.4442
Lowell	3,783	15.0000			15.0000
Fremont	4,081	15.0000			15.0000
Sparta	4,140	10.0000	1.5000	Streets	12.0000
			.5000	Water	
Coopersville	4,275	13.0000	.4730	Watermain	13.4730
Zeeland	5,504	11.1354	1.0000	Airport	12.1354
Grand Haven	10,412	9.5814	.7500	Brownfield Infrastructure	10.6814
			.3500		

Village of Spring Lake

* Property Tax History

317 Meridian

<u>Year</u>	<u>Village Tax Bill</u>	<u>Change From Prior Year</u>	<u>Change From 2004</u>
2016	504.33	1.51	(77.29)
2015	502.82	(54.29)	(78.80)
2014	557.11	(7.07)	(24.51)
2013	564.18	8.26	(17.44)
2012	555.92	-	(25.70)
2011	555.92	1.17	(25.70)
2010	554.75	(48.36)	(26.87)
2009	603.11	15.50	21.49
2008	587.61	13.20	5.99
2007	574.41	15.82	(7.21)
2006	558.59	(31.88)	(23.03)
2005	590.47	8.85	8.85
2004	581.62		

317 Meridian

RAISING THE
WATER RATE BY
7% TO RAISE
FUNDS - SLOWLY
THE VILLAGE IS
PUSHING ME OUT
OF MY HOUSE. YOU
HAVE TO BE A
MILLIONAIRE TO LIVE
IN THE VILLAGE
MY TAXES HAVE GONE
UP 15 YRS IN A
ROW ENOUGH
ALREADY



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

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

www.springlakevillage.org

January 23, 2017

Great Lakes Commission
Attn: Ms. Laura Kaminski
2805 South Industrial Highway
Ann Arbor, MI 48104-6791

Dear Ms. Kaminski,

Please accept this letter of support for The City of Grand Haven's application for the Michigan's Volunteer River, Stream and Creek Cleanup Program. The Village of Spring Lake has been involved with the Ottawa County Grand River Clean Up since 2011, and we are committed and happy to support this community event again this year.

Our commitment to this project includes in kind support from our Department of Public Works staff to assist with the collection of waste, equipment lease, and disposal costs at an estimated dollar amount of \$500.00. Further, we will use our media outlets to promote this event and recruit volunteers.

The Village of Spring Lake works collaboratively with the city of Grand Haven and the City of Ferrysburg, Ottawa County, the West Michigan Environmental Action Council, and our neighboring municipalities within the Lower Grand River watershed to improve environmental conditions and support clean water initiatives. As founding members of the Lower Grand River Organization of Watersheds (LGROW), we cooperate and work together with our partners to identify and address water quality issues. This annual river clean up draws awareness to our valuable water resources and provides people in our community a great opportunity to put their environmental concerns into action.

I strongly endorse this project.

Best Wishes,

Christine Burns
Village Manager



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

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

www.springlakevillage.org

January 19, 2017

Mr. Wayne Kuerth
Kuerth's Disposal
2621 Dalson Road
Twin Lake, MI 49457

Dear Mr. Kuerth,

Please find enclosed your Waste Hauling License for 2017. After reviewing your application, a number of questions were posed by Village Council. They have asked me to address those items with you prior to the Village expending resources to remedy some disparity between waste haulers.

As you know, each of the 3 licensed waste haulers are responsible to provide spring and fall clean-up services to Village residents on a rotational basis (*schedule enclosed*). This year (2017) is your turn to provide that service. Both Waste Management and Republic provide this service for free and do not invoice the Village for the items that are collected. Kuerth Disposal, on the other hand, bills us for the service. Council would like Kuerth to consider providing this service at no charge to the Village, as your competitors do. Council would also appreciate Kuerth's consideration in collecting Christmas trees that are placed at the curb by your customers, as your competitors do.

If you have questions or concerns, please feel free to call or email me at christine@springlakevillage.org.

Sincerely,

Christine Burns
Village Manager

Enclosure



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

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

www.springlakevillage.org

2017

LICENSE FOR WASTE HAULING SERVICES

PLEASE TAKE NOTICE, a license is hereby granted to Kuerth's Disposal to provide waste hauling services to all Village residents or businesses desiring their services. Rates to be charged shall not exceed the maximum set by ordinance and/or resolution this date, unless otherwise amended by official Council action.

All services provided to its customers by Kuerth's Disposal shall be in accordance with all Village ordinances and/or resolutions. This license is non-transferable, and is in effect only to the person(s) stated herein.

Licensee agrees to comply with ordinance restrictions as stated in the application attached, and has a complete copy of Village ordinances and/or resolutions pertaining to same. This license shall expire on December 31, 2017 unless sooner revoked as provided in Section 9 of the Code of Ordinances.

VILLAGE OF SPRING LAKE

BY: Christine Burns

Its: Village Manager

Date: December 20, 2016



WASTE HAULER ROTATION SCHEDULE

SPRING/FALL CLEAN UP SERVICES

NON-CUSTOMER PICKUP

<u>Year</u>	<u>Waste Hauler</u>
<u>2017 Spring/Fall</u>	Kuerth's Disposal
<u>2018 Spring/Fall</u>	Republic Services
<u>2019 Spring/Fall</u>	Waste Management
<u>2020 Spring/Fall</u>	Kuerth's Disposal
<u>2021 Spring/Fall</u>	Republic Services
<u>2022 Spring/Fall</u>	Waste Management
<u>2023 Spring/Fall</u>	Kuerth's Disposal
<u>2024 Spring/Fall</u>	Republic Services
<u>2025 Spring/Fall</u>	Waste Management

Spring - 1st Wednesday in May
Fall - 1st Wednesday in October

Ottawa County Public Officials Conference

March 15, 2017

Sign-in: 7:30 Conference: 8:00 am – 12:30 pm

Agenda

- Michigan Emergency Management Act 390 & the Declaration Process
- Ottawa County Emergency Management and your jurisdiction
- SARA Title III: Emergency Planning & Community Right-to-Know Act
- Role & Responsibilities of Local LEPC
- Ottawa County HazMat
- 51st WMD Civil Support Team
- “See Something, Say Something”

- What happens when there is a disaster?
- What is a Disaster Declaration?
- What is our role within the County?
- What do I need to do at the local level before, during and after?

This conference answers these questions and more. We will explore the role of the Local Emergency Planning Committee (LEPC) and Ottawa County Emergency Management and how they work with you and your jurisdiction.

It is open to all elected and appointed public officials, as well as law enforcement, fire service and any interested residents of Ottawa County.

**Fillmore Street Complex
Main Conference Room
12220 Fillmore Street
West Olive, MI 49460**

There is no cost to attend, pre-registration is required. Brunch will be served.

PRE-REGISTER AT:

<https://2017-ottawa-county-lepc-conference.eventbrite.com>





Spring Lake District Library Calendar of Events February 2017



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>Questions about library services or programs?</p> <p>Call 616.846.5770 or visit sllib.org</p>		<p><i>Blizzard of Books</i> Reading Club continues . . .</p> <p>read books & earn prizes</p>	<p>1 10 am Toddler Time: <i>Super Truck</i></p> <p>4-5 pm LEGO Block Party</p>	<p>2 10:30 am Preschool Storytime: <i>A Letter for Me</i></p> <p>4-5 pm Keva Building for Teens</p> <p>7 pm Finders-Keepers: What Makes a Good Relationship Tick?</p>	<p>3 10:30 am Preschool Storytime: <i>A Letter for Me</i></p>	<p>4</p>  <p>Instantly borrow free digital movies, music, eBooks and more!</p>
<p>5 Sunday hours 2-5 pm</p>	6	<p>7 2 pm Valentine Workshop for Kids</p> 	<p>8 9:30 or 10:45 am OAISD Play 'n Learn ages 0-5</p> <p>6-8 pm Intro to Starting a Business Workshop; pre-registration required</p>	<p>9 10:30 am Preschool Storytime: <i>Be My Valentine</i></p> <p>4-5 pm Full STEAM Ahead</p> <p>7 pm Soul Food Cooking with Chef Rutledge; pre-registration required</p>	<p>10 10:30 am Preschool Storytime: <i>Be My Valentine</i></p>	11
<p>12 Sunday hours 2-5 pm</p>	<p>13</p>  <p>Available 24/7 at sllib.org</p>	14	<p>15 9:30 am OAISD Play 'n Learn ages 0-24 months</p> <p>3:30-5 pm Teen 'Scape ages 10-18</p>	<p>16 10:30 am Preschool Storytime: <i>To the Rescue!</i></p> <p>2 pm Activities for People with Alzheimer's</p> <p>4 pm SLDL Friends Book Club</p>	<p>17 10:30 am Preschool Storytime: <i>To the Rescue!</i></p>	<p>18</p>  <p>Learn a new language on the go at sllib.org</p>
<p>19 Sunday hours 2-5 pm</p> <p>3-4 pm Music by the Fireplace: Wyatt and Shari Knapp</p> 	20	<p>21 7 pm Let Freedom Ring part 2 of 3; John F. Kennedy-A Catalyst for Change</p>	<p>22 10 am Toddler Time: <i>Under my Hood</i></p> <p>7 pm Music and War 1917; music, songs and poetry of WWI</p>	<p>23 10:30 am Preschool Storytime: <i>Monster Fun</i></p>	<p>24 10:30 am Preschool Storytime: <i>Monster Fun</i></p> <p>2:30 pm Overdrive and Hoopla; eBooks, movies, music and more; pre-registration required</p>	25
<p>26 Sunday hours 2-5 pm</p>	27	28	<p>What do you love about your library? ♥</p>  <p>Let us know! Facebook.com/SpringLakeDistrictLibrary</p>	<p>Follow us on Twitter Twitter.com/sldlibrary</p> 		<p>1000 BOOKS BEFORE KINDERGARTEN</p> <p>Sign up at your convenience</p>

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.



SPRING LAKE DISTRICT LIBRARY

Growing with our community for over 150 years

January 31, 2017

Ms. Joyce Verplank Hatton, Village President
Ms. Christine Burns, Village Manager
Village of Spring Lake
102 W. Savidge St.
Spring Lake, MI 49456

Dear Joyce and Chris:

I wanted to reach out to let you know what's happening with the Spring Lake District Library and Fruitport. The library agreed to provide contracted library service to Fruitport residents for three months provided the Library of Michigan approved the formation of the Fruitport District Library. Their Plan of Service and District Library Agreement were approved the first week of January as you can see by the attached letter.

The Fruitport residents who have come to SLDL have expressed their gratitude that they are able to have library services while their own library is in the process of getting organized. So far 287 residents have applied for and received library cards. When the Fruitport District Library opens these Spring Lake cards will not be able to be used any more.

Fruitport District Library has hired a Library Director, Bethany Nettleton, and will be adding more staff as needed. They also are working very hard to get a collection ready for their opening in the spring. They joined the Lakeland Library Cooperative on January 12 and hope to be able to begin putting their collection on the Lakeland catalog soon.

Meanwhile SLDL is planning to replace the roof on the library either in the spring or in the fall and is very appreciative of the willingness of the Village of Spring Lake to allow use of the parking lot to the west of the library for a staging area for construction equipment and supplies.

I hope this update is helpful to you. Please feel free to pass it on to the Village Council and let me know if you have any questions.

Sincerely,

Claire Sheridan
Library Director

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



Grand Haven Area

community foundationSM

February 6, 2017

Village of Spring Lake
Christine Burns
102 West Savidge Street
Spring Lake, MI 49456

RE: Grant #201520911

Dear Chris,

I am pleased to enclose a check in the amount of \$2,500.00 representing the second payment of a grant from the North Bank Communities Fund of the Grand Haven Area Community Foundation. This gift is designated to exclusively support the Central Park Capital Campaign.

All public relations materials and presentations relating to this grant should refer to the North Bank Communities Fund of the Grand Haven Area Community Foundation.

Once again, it has been a pleasure to partner with Village of Spring Lake on this important campaign.

Sincerely,

Lauren Grevel
Grants and Nonprofit Services Associate

Christine Burns

From: Leslie Newman <newmanle@gmail.com>
Sent: Tuesday, January 10, 2017 4:23 PM
To: John Nash; Christine Burns; Bowen, Todd
Subject: Invasive Phragmites

The report of GEI's survey is in! Our treatment of Phragmites over the last 5 years has yielded a 92% reduction, and has pinpointed areas for treatment for this year. The Ottawa County Invasive Phragmites Control Groups is held up around the state as a model of community collaboration.

Mr. Probst, a resident who owns significant property in our treatment area, is refusing treatment. He owns property along the river in the township, and an island in the Grand River under village jurisdiction. As long as these properties go untreated, we will continue to be in a monitoring phase, rather than moving into a control phase, which is our goal. Seeds from these phragmites stands will continue to spread this invasive plant.

Might we have a meeting to look at options or ways to persuade Mr. Probst to give his permission to treat? Perhaps you have ideas to offer, so that we can advance our common goal. Our next OCIPCG meeting is Tuesday, March 14 at 2pm at the GH Community Center. We invite you to attend to help us think this problem through.

Thanks,
Leslie Newman 616 844-3066



DRAFT MINUTES

Monday, January 16, 2017
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

President **Hatton** called the meeting to order at 7:04 p.m.

2. Pledge of Allegiance

3. Roll Call

Present: Doss, Duer, Hatton, Miller, and Powers.

Absent: Tepastte, Van Strate

Motion **Doss**, second from **Miller**, to excuse the absence of Council Members TePastte and Van Strate.

Yes: 5 No: 0

President **Hatton** made a motion to either move Public Comment to the beginning of the meeting or add an additional Public Comment time to the beginning of the meeting. **Council** agreed they would be open to moving Public Comment to the beginning of the meeting and see how that went, but they would not want to add an additional Public Comment time.

On a motion by **Hatton**, second from **Powers**, to move Public Comment to the beginning of the meeting before the approval of the Agenda.

Yes: 5 No: 0

4. Statements of Citizens

Richard Brown, 808 River St, said he was not speaking in favor or against dissolution of the Village but felt that residents should be able to vote on it. Mr. Brown also said he was not in favor of the Village Manager having a severance package.

George Barfield, 606 Ellie Court, said he had a couple of concerns and one was that he did not believe that Roberts Rules of Order allowed for the Chairperson to make a motion, the Chairperson can call for a motion and then the motion has to be provided by other members of the Council. Mr. Barfield said he had spent 30 years working in public service and working in education and he was very familiar with the type of contract that the Village Manager was proposing and that it was not unreasonable for the Manager to make this request. Mr. Barfield also said he had been a recipient of Mrs. **Hatton's** emails and was concerned about the content and that the information was not accurate, particularly concerning the Managers contract. Mr. Barfield said he had found the contract online and did not find it to be as President **Hatton** had said. Mr. Barfield asked President **Hatton** respectfully to provide very accurate and complete

information regarding the costs associated with Village dissolution.

David Fisher, 112 Williams Street, listed all the services that he received for his \$676 in taxes, which he was glad to pay. Mr. Fisher said that if President **Hatton** could convince him that she could do all that and save him \$676 then more power to her.

Wallace Obits, 818 River Street, said that he had been seeing the Sheriff's cars on River St. and that it had been helpful in slowing traffic down.

Brenda Dykhouse, 615 Parkview, asked how many condo complexes were in the Village. Ms. Dykhouse said that in her association they get nothing for their tax dollars so she was wondering how many others are paying \$1,000 or more and not getting anything for it.

Darcy Dye, 114 North Fruitport Road, said she would like to go on record saying that she liked Public Comment at the end of the meeting because that gives the public a chance to hear what Council was working on and then they could be more informed in their comments. Mrs. Dye also said that after talking with outgoing President MacLachlan, at his last meeting, she and her husband David had learned that one of his first acts when he became Village President was to give each Council member a copy of the book Robert's Rules for Dummies. Mrs. Dye said that in keeping with this tradition, she and David would like to give each Council member a book titled Choosing Civility. Mrs. Dye said that this book had meant a lot to her and David. **Council** thanked Mrs. Dye for her thoughtfulness.

5. Approval of the Agenda

Motion by **Powers**, second from **Miller**, to approve the amended agenda having moved Public Comment to the beginning of the meeting after Roll Call.

Yes: 5 No: 0

6. Consent Agenda

A. ~~Approved the payment of the bills (checks numbered 58471 – 58549) in the amount of \$503,540.61.~~

B. ~~Approved the minutes for the December 19, 2016 regular Council meeting.~~

C. Approved Resolution 2017 – 01, a Resolution approving the Buchanan Street paving contract #16-5520 with the Michigan Department of Transportation and authorizing the Village Manager and the Village Clerk/Treasurer to execute the contract documents.

D. Approved Resolution 2017 – 02 a Resolution adjusting water & sewer rates.

President **Hatton** requested a motion to remove items A and B from the Consent Agenda to be voted on separately.

Motion by **Powers**, second from **Miller**, to amend the Consent Agenda to consist of items C and D, moving items A and B to General Business and to approve the amended Consent Agenda.

Yes: 5 No: 0

7. General Business

- A. Approved Payment of the bills (checks numbered 58471 – 58549) in the amount of \$503,540.61.
- B. Approved Minutes for the December 19, 2016 regular Council meeting.

President **Hatton** questioned who looked at and approved the bills to be paid and asked for a motion to table the payment of bills until the February meeting to give her more time to look at them.

No motion to table the payment of bills was made.

President **Hatton** asked to reject the minutes of the December 19, 2016 meeting because she did not want to accept the Rules and Procedures that were approved at the December 19th meeting because they were too restrictive.

Attorney **Sullivan** explained that there was already a motion on the table to approve the payment of bills and to approve the minutes of the December 19th meeting and that not approving the minutes would not nullify the Rules and Procedures or the act of Council.

Motion by **Powers**, second from **Doss**, to approve the payment of bills (checks numbered 58471 – 58549) in the amount of \$503,540.61 and to approve the minutes for the December 19, 2016 regular Council meeting as presented.

Yes: 4 No: 1 (**Hatton**)

8. Department Reports

- A. **Village Manager** – Manager **Burns** had nothing further to add to her report. **Powers** asked if there was a list of how many condo units were in the Village. Manager **Burns** said that yes there was and she would get that to everyone. President **Hatton** asked if the rental units on DeWitt received services that condominiums do not. **Burns** said she would get that information also.
- B. **Clerk/Treasurer/Finance Director** – **Burns** explained, for clarification, the bill paying procedure. The invoices are already aged and if the bills were held until the February meeting they would be late and late fees would be incurred. Attorney **Sullivan** also explained that the majority of bills were already approved through the budget process and if a bill was a non-budget item then it would be brought before Council for their approval. **Burns** added that there was a purchasing policy that indicates staff's purchasing authority.
- C. **OCSO** Sgt. Jason Kik was present and reported his findings to the River Street speeding allegations.
- D. **Fire**
- E. **911**
- F. **DPW**
- G. **Building**
- H. **Water**
- I. **Sewer**
- J. **Minutes from Various Board & Committees**
 - 1. **Planning Commission**

- 9. Old Business and Reports by the Village Council – Doss** said she was very excited to report that their goal of \$150,000 for Whistle Stop Park had been raised in 60 days.
- 10. New Business and Reports by Village Council** – There was no new business at this time.
- 11. Status Report: Village Attorney – Sullivan** reported to Council research from Attorney Ron Bultje, regarding the legality of Manager **Burns** contract. President **Hatton** asked if Sullivan had a written report. **Sullivan** said he did not but would get a written report. Attorney **Sullivan** also briefed Council concerning revision of the Charter.

President **Hatton** asked for a motion to direct legal counsel to prepare language for a proposed amendment and outline the process of disincorporation to be presented at the next meeting.

Powers said he would not make a motion or support a motion at this time. **Duer** said he agreed that this would be putting the cart before the horse. No motion was made.

12. Adjournment

Motion by **Powers**, second from **Doss**, Village Council adjourned the meeting at 8:34 p.m.

Yes: 5 No: 0

Joyce V. Hatton, Village President

Maryann Fonkert, Deputy Clerk