

Village of Spring Lake

Council Work Session

March 11, 2019

7:00 p.m.

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

www.springlakevillage.org

1	<p>7:00 p.m. – Commercial Redevelopment District</p> <p>Council and the DDA have been discussing the need to establish a Commercial Redevelopment District in order to encourage reinvestment in the downtown area. It is unknown how many, if any, property owners would apply <i>and</i> qualify for a tax abatement, but staff is aware of at least one large development that is anticipating submitting an application. Staff has completed the necessary processes (<i>see attached sample documents from Bob Sullivan, which have been modified for our use</i>) required to hold the public hearing that would establish the district.</p>
2	<p>7:04 p.m. – Fireworks Ordinance</p> <p>Last fall, the State amended legislation regarding fireworks. It is now necessary for local jurisdictions to amend their ordinances. Grand Haven Township was generous enough to lead the cause on this issue and share their ordinance (<i>attached</i>) so that all five communities can work from the same starting point. A public hearing will be required to adopt this ordinance amendment.</p> <p>http://blogs.mml.org/wp/inside208/2018/12/03/fireworks-legislation-sees-action-in-lame-duck/</p>
3	<p>7:08 p.m. – Rental Registration Regulatory Ordinance</p> <p>This issue was intended to be acted on by Council at their February meeting. However, due to a publication problem, we had to postpone until March. No further discussion is necessary at this time and a public hearing has been scheduled for March 18, 2019.</p>
4	<p>7:10 p.m. – Local Watercraft Control (LWC)</p> <p>Spring Lake Township Supervisor John Nash has been working with DEQ to address complaints related to no wake rules on Spring Lake. A resolution must be passed by all three jurisdictions (SLT, SLV, Ferrysburg) in order to</p>

	<p>correct deficiencies. Spring Lake Township will be considering a resolution at their March 11, 2019 meeting.</p>
5	<p>7:13 p.m. – Business of the Year Nominations</p> <p>It's that time of year again when the Chamber awards a "Business of the Year" in each of the NW Ottawa Communities. The DDA will contemplate this issue at their March 14th meeting and submit their recommendation to Council at the March 18th meeting.</p>
6	<p>7:15 p.m. – RMJ Ordinance</p> <p>Council has discussed this ordinance, ad nauseum. It has also been placed before the DDA Board & the Planning Commission for consideration. Further discussion is optional, but not necessary, at the work session. A public hearing will be held at the regular Council Meeting on March 18, 2019.</p>
7	<p>7:17 p.m. – RMJ Regulatory Ordinance</p> <p>A public hearing will be held at the regular Council Meeting on March 18, 2019.</p>
8	<p>7:25 p.m. – FOIA Appeal</p> <p>The Village received a FOIA request that was denied based on the legal opinion that the documents requested did not qualify as "public documents". The denial was appealed to the Village President and must now be contemplated by Council. Should Council uphold the denial, the next action by the requestor would be to file a lawsuit in circuit court.</p>
9	<p>7:30 p.m. – Memorandum of Understanding (Grant Funds for Sewer Authority)</p> <p>Spring Lake Township applied for, and subsequently received, funding for the force main and sewage treatment plant upgrades. They've been generous enough to share their grant with the other 4 Northwest Ottawa communities. Prior to receipt of the funding, it was necessary to approve a Memorandum of Understanding (<i>attached</i>) on how the grant funds will be disbursed. Informational item only; no action required.</p>

<p>10</p>	<p>7:32 p.m. – Cutler Street Water Main Replacement (Wally Delamater)</p> <p>S. Cutler Street currently has a 2" galvanized water main that serves five properties, including Mill Point Park (restrooms & irrigation). The water main is a dead end and does not have a hydrant for flushing purposes. Given the age and undersized line and the fact that the street will be open during installation of the force main, it makes sense to update the water main at this time. Due to time constraints, staff authorized the engineering to commence, but Council would need to approve the expenditure (<i>estimates attached</i>) for the actual construction.</p>
<p>11</p>	<p>7:37 p.m. – Waiving Late Fees for Federal Employees ~ Resolution 2019 -07</p> <p>This resolution was drafted by Grand Haven Township in response to the federal shut-down that impacted members of the Coast Guard. While <i>this</i> shut-down has ended, the potential exists to have another. It is unknown how many, if any, Coast Guard members reside in the Village. It's possible this resolution may have zero impact; however, it is also possible that Coasties may need to seek relief at some point in the future.</p>
<p>12</p>	<p>7:40 p.m. – Budget Adjustments for Fiscal Year 2018/2019 (Marv Hinga)</p> <p>These amendments will be presented to the Finance Committee for their review immediately prior to the work session.</p>
<p>13</p>	<p>7:43 p.m. – Pavement Warranty (Wally Delamater)</p> <p>As part of the Transportation Funding Package of 2015, the legislature created a requirement (MCL 247.662.247.663) that each local road agency must adopt a Local Pavement Warranty Program acceptable by MDOT. The resulting program is the statewide accepted format that local agencies can use for hot mix asphalt (HMA). This program must be adopted by 09/18/19 and every community must consider a warranty on each project utilizing any state/federal funding that also includes \$2 million or more in paving-related components. Communities must annually report on projects regardless of whether they implemented a warranty or not. Two Resolutions (2019 – 05 & 2019 – 06) are attached for Council review. For more information, please see:</p> <p>http://www.mml.org/advocacy/pavement-warranty/</p>
<p>14</p>	<p>7:48 p.m. – Brownfield Redevelopment ~ Epicurean Village</p>

	<p>The developer of the proposed Epicurean Village project, Savidge Management, LLC (Kim Van Kampen), desires to pursue brownfield redevelopment incentives through the Brownfield Plan approval process. To pursue these incentives, Savidge Management, LLC has requested a blighted designation from the Village so that a Brownfield Plan can be prepared. The parcels for which this designation is being sought include, 106, 108, and 110 W. Savidge Street. Essentially, this project is similar to the BFCU & Mill Point Station brownfield projects in that the developer is reimbursed for allowable expenditures – in this case lead and asbestos abatement - through a tax capture, over the course of time. Roman Wilson (FTCH) will subsequently work with the Ottawa County Brownfield Authority to process the documentation necessary to meet state requirements. The DDA will be contemplating this request at their March 14th meeting.</p>
<p>15</p>	<p>7:58 p.m. – Communications</p> <ul style="list-style-type: none"> • Art in the Park Grant (Mixer Fund) • CGAP Closeout Letter • Complaint – Division Street • Complaint – 353 S. Lake Street • Complaint – Sidewalk Snow Removal • DDA Happenings • Library Calendar (March)
<p>16</p>	<p>8:08 p.m. - Minutes</p> <p>Minutes of the February 11, 2019 Work Session and February 18, 2019 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to March 15, 2019.</p>
<p>17</p>	<p>8:09 p.m. - Public Comment</p> <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>
<p>18</p>	<p>8:15 p.m. – Adjourn</p>



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December 11, 2018

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

Re: Commercial Redevelopment District

Dear Ms. Burns:

Enclosed you will find a proposed Resolution to establish a Commercial Redevelopment District which we prepared pursuant to your direction. Please review the Resolution and advise as to any questions you may have. As you will note, we have utilized the properties from the expanded TIFA District which was set forth as an Exhibit to the most recent amendments to the DDA. We have deleted, however, the SEV provision for each property. These properties should be reviewed to confirm the accuracy of the boundaries. Given the notice requirements, there should be some consideration as to whether or not all of the parcels should be included in the Commercial Redevelopment District. Moreover, there is an ability to have more than one Commercial Redevelopment District within the Village and therefore all of the properties which are listed on the Exhibit may not need to be included in the District at this time.

Section 5(3) of Public Act 255 of 1978, provides the following:

Before adopting a Resolution establishing a Commercial Redevelopment District, the legislative body shall give written notice by certified mail to the owners of all real property within the proposed Commercial Redevelopment District and shall afford an opportunity for a hearing on the establishment of the Commercial Redevelopment District at which any of those owners and any other resident or tax payer of the local governmental unit may appear and be heard. The legislative body shall give public notice of the hearing not less than 10 days or more than 30 days before the date of the hearing.

The requirement for notice by certified mail is more stringent and so appropriate planning should occur to make sure that the requirement is satisfied.

Once the District is established, property owners may file an application with the clerk for a Commercial Facilities Exemption Certificate. Attached you will find a copy of the Department of Treasury Application form 4757 which must be utilized for these purposes. Before acting on the Application, the Village must hold a public hearing on the Application and within 60 days after receipt of the Application make a determination to either approve or disapprove by Resolution. Enclosed you will find a draft Resolution which could be utilized for these purposes.

The clerk is required to provide written notification of the Application hearing to the assessor of the local unit of government in each taxing jurisdiction that levies ad valorem property taxes. Moreover, if approved, the Application Resolution must be sent to the tax commission for filing purposes.

Enclosed you will also find a Commercial Facilities Exemption Application checklist which may be utilized for processing Applications in the future.

Once you have had an opportunity to review the enclosed documents, please advise us as to any questions you may have.

As always, your anticipated attention is appreciated.

Very truly yours

SCHOLTEN FANT



Robert E. Sullivan

RES/kat
Enclosures

RESOLUTION TO ESTABLISH A COMMERCIAL REDEVELOPMENT DISTRICT

At a regular meeting of the Village Council of the Village of Spring Lake, Ottawa County, Michigan, held at the Village Hall at 102 W. Savidge Street, Village of Spring Lake, Ottawa County, Michigan, on _____, 2018, at _____ p.m., local time.

PRESENT: _____

ABSENT: _____

After certain matters of business were completed, the President stated the next order of business was the consideration of a proposed resolution establishing a Commercial Redevelopment District. After discussion, the following resolution was offered by _____ and supported by _____:

RESOLUTION ESTABLISHING A COMMERCIAL REDEVELOPMENT DISTRICT FOR THE VILLAGE OF SPRING LAKE, OTTAWA COUNTY, STATE OF MICHIGAN

WHEREAS, Pursuant to PA 255 of 1978, the Village of Spring Lake (the "Village") has the authority to establish "Commercial Redevelopment Districts" within the Village at the request of a commercial business enterprise or on its own initiative; and

WHEREAS, the Village has determined that the establishment of the Commercial Redevelopment District for an area in the Village as hereinafter described is in the interest of the community as it will be economically advantageous to the Village by encouraging the replacement, restoration and new construction of commercial properties; and

WHEREAS, the Village Council has determined that the district meets the requirements set forth in section 5 of PA 255 of 1978; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed district as required by section 5(3) of PA 255 of 1978; and

WHEREAS, on _____ a public hearing was held and all residents and taxpayers of the Village were afforded an opportunity to be heard thereon; and

WHEREAS, the Village deems it to be in the public interest of the Village to establish the Commercial Redevelopment District as proposed;

NOW, THEREFORE BE IT RESOLVED by the Village Council of the Village that the parcels of land identified on **Exhibit A** attached hereto, which are situated in the Village, County of Ottawa, State of Michigan, be and hereby is established as a Commercial Redevelopment District pursuant to the provisions of PA 255 of 1978 to be known as the Village of Spring Lake Commercial Redevelopment District No. 1.

YES: _____

NO: _____

RESOLUTION DECLARED ADOPTED.

Dated: _____

Marvin Hinga, Clerk/ Treasurer

CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, do hereby certify that the foregoing Village of Spring Lake Resolution Establishing a Commercial Redevelopment District was adopted at a regular meeting of the Village Council held on _____, 2018. The following members of the

Village Council were present at that meeting:

_____ The

following members of the Village Council were absent:

_____ The Resolution

was adopted by the Village Council with members of the Council

_____ voting in favor and with members of the Council _____

_____ voting in opposition.

Marvin Hinga
Clerk/Treasurer

EXHIBIT A

70-03-15-452-013	HARVEST BIBLE CHAPEL SPRING LAKE	112 CHURCH ST
70-03-15-452-022	CHALUPA KAREN J TRUST	115 PROSPECT ST
70-03-15-452-014	HARVEST BIBLE CHAPEL SPRING LAKE	118 CHURCH ST
70-03-15-452-015	HARVEST BIBLE CHAPEL SPRING LAKE	303 E EXCHANGE ST
70-03-15-452-027	THE PEOPLE CENTER INC	307 E EXCHANGE ST
70-03-15-452-019	CHALUPA CHRIS-KRUEGER SHAYLYNN	321 E EXCHANGE ST
70-03-15-452-026	LITTLE RED HOUSE INC	311 E EXCHANGE ST
70-03-14-375-019	CRODON LLC	110 S LAKE AVE
70-03-14-375-103	MILLER KERMIT R	120 S LAKE AVE
70-03-14-325-084	EAST END LLC	711 E SAVIDGE ST

2015 Expanded TIFA District

Parcel Number	Owner	Address
70-03-15-362-002	VERPLANK L J TRUST	408 W EXCHANGE ST
70-03-15-364-003	GIRAUD C TRUST	205 S PARK ST
70-03-15-364-004	SWANSON NORMA J	414 W EXCHANGE ST
70-03-15-364-001	EXCHANGE HOLDINGS LLC	410 W EXCHANGE ST
70-03-15-364-002	EXCHANGE HOLDINGS LLC	406 W SAVIDGE ST
70-03-15-360-013	P8 PROPERTIES LLC	111 S PARK ST
70-03-15-360-009	JAYNE DANIEL C-JUDY L	
70-03-15-360-007	PEEL BROTHERS LLC	
70-03-15-360-008	PEEL BROTHERS LLC	
70-03-15-360-005	PEEL BROTHERS LLC	112 S CUTLER ST
70-03-15-360-010	PIERSMA TIM J-DIANE E	117 S PARK ST
70-03-15-361-006	HODGE SHARON M TRUST	110 S PARK ST
70-03-15-361-008	STEIGENGA J-P-K/PAYNE J	116 S PARK ST
70-03-15-361-004	ESH JANICE-NAUTA STEPHEN J	107 S DIVISION ST
70-03-15-361-007	DOWNNS DANIEL J	113 S DIVISION ST
70-03-15-361-005	OPTIMISTIC PROPERTIES	108 S PARK ST
70-03-15-361-009	WALKER ALEX	301 W EXCHANGE ST
70-03-15-359-010	WESCO INC	115 S CUTLER ST
70-03-16-450-009	KSV ACTION PROPERTIES LLC	708 LIBERTY ST
70-03-15-351-004	KSV ACTION PROPERTIES LLC	600 LIBERTY ST
70-03-16-447-003	BARRETT BOAT WORKS INC	213 MONARCH
70-03-15-384-001	CAIN JAMES-ROCHELLE	222 W EXCHANGE ST
70-03-15-381-017	JOHNSTON DONALD R-CHERYL	116 S DIVISION ST
70-03-15-381-011	BUCHNER REBECCA	108 S DIVISION ST
70-03-15-381-016	HODGE KAREN	112 S DIVISION ST
70-03-15-384-002	BELMAREZ RICHARD	218 W EXCHANGE ST
70-03-15-384-006	COOK GREGORY E-KRISTI J	202 W EXCHANGE ST
70-03-15-384-003	HUNT CHRISTINE M	214 W EXCHANGE ST
70-03-15-388-001	VANOFLEN THOMAS J-SALLY JO	206 W EXCHANGE ST #A
70-03-15-388-002	HOOGERHYDE MARK S	206 W EXCHANGE ST #B
70-03-15-388-003	DECKER JANAMAN	206 W EXCHANGE ST #C
70-03-15-388-004	GEPHART DOLORES	206 W EXCHANGE ST #D
70-03-15-388-005	SLUTTER ROGER-BARBARA	206 W EXCHANGE ST #E
70-03-15-388-006	POWERS ROBERT R-DEBORAH L	206 W EXCHANGE ST #F
70-03-15-378-008	SPRING LAKE VILLAGE	
70-03-15-385-004	WINTERS JEFFERY-KARLA	114 W EXCHANGE ST
70-03-15-385-001	COOK MARY ELLEN-FLAHIVE SHERI	120 W EXCHANGE ST
70-03-15-385-005	GOLDBERG JERRY S	110 W EXCHANGE ST
70-03-15-385-006	SPRING LAKE VILLAGE	102 W EXCHANGE ST
70-03-15-385-003	SCHRIER NORMAN R	118 W EXCHANGE ST
70-03-15-385-007	SPRING LAKE VILLAGE	106 W EXCHANGE ST
70-03-15-383-020	SPRING LAKE TOWNSHIP	106 S BUCHANAN ST
70-03-15-386-004	OOSTING INC	102 E EXCHANGE ST

**RESOLUTION TO APPROVE A COMMERCIAL FACILITIES EXEMPTION
CERTIFICATE APPLICATION PURSUANT TO PA 255 OF 1978 AS AMENDED**

At a regular meeting of the Village Council of the Village of Spring Lake, Ottawa County, Michigan, held at the Village Hall at 102 W. Savidge Street, Village of Spring Lake, Ottawa County, Michigan, on _____, 2018, at _____ p.m., local time.

PRESENT: _____

ABSENT: _____

After certain matters of business were completed, the President stated the next order of business was the consideration of a proposed resolution approving a Commercial Facilities Exemption Certificate. After discussion, the following resolution was offered by _____ and supported by _____:

**RESOLUTION APPROVING COMMERCIAL FACILITIES EXEMPTION CERTIFICATE
APPLICATION FOR _____ LOCATED AT _____**

WHEREAS, the Village of Spring Lake (the "Village") legally established the Village of Spring Lake Commercial Redevelopment District No. 1 on _____, after a public hearing held on _____; and

WHEREAS, the state equalized value of the property proposed to be exempt plus the aggregate state equalized value of property previously exempt and currently in force under Public Act 255 of 1978 and under Public Act 198 of 1974 (IFT's) (exceed/does not exceed) 5% of the total state equalized value of the Village; and

WHEREAS, exceeding 5% will not have the effect of substantially impeding the operation of the Village or of impairing the financial soundness of an affected taxing unit; and

WHEREAS, the application was approved at a public hearing as provided by section 6(2) of Public Act 255 of 1978 on _____; and

WHEREAS, the application was approved for less than 12 years and the following (factors, criteria and objectives, if any) are necessary for extending the exemption; and

WHEREAS, the applicant is not delinquent on any taxes related to the facility; and

WHEREAS, the application is for commercial property as defined in section 3(3) of Public Act 255 of 1978; and

WHEREAS, the application has provided answers to all required questions under Section 6(1) of PA 255 of 1978 to the Village; and

WHEREAS, the Village requires that the construction, restoration or replacement of the facility shall be completed by _____; and

WHEREAS, the commencement of the construction, restoration or replacement of the facility did not occur more than 45 days prior to the filing of the application for exemption; and

WHEREAS, the commencement of the construction, restoration or replacement of the facility did not occur prior to the establishment of the Commercial Redevelopment District; and

WHEREAS, the application relates to a construction, restoration or replacement program which when completed constitutes a new, replacement or restored facility within the meaning of Public Act 255 of 1978 and that is situated within a Commercial Redevelopment District established under Public Act 255 of 1978; and

WHEREAS, completion of the facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, (increase commercial activity, create employment, retain employment or prevent a loss of employment in the community) in which the facility is situated; and

WHEREAS, the restoration includes improvements aggregating 10% or more of the true cash value of the property at commencement of the restoration as provided by section 4(6) of Public Act 255 of 1978.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Spring Lake:

Be and hereby is granted a Commercial Facilities Exemption for the real property, excluding land, located in the Village of Spring Lake Commercial Redevelopment District No. 1 at _____ for a period of ____ years, beginning December 31, ____ and ending December 30, (up to 12 years after beginning date), pursuant to the provisions of PA 255 of 1978, as amended.

YES: _____

NO: _____

RESOLUTION DECLARED ADOPTED.

Dated: _____

Marvin Hinga, Clerk/Treasurer

CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, do hereby certify that the foregoing Village of Spring Lake Resolution to Approve a Commercial Facilities Exemption Certificate Application Pursuant to PA 255 of 1978, as Amended was adopted at a regular meeting of the Village Council held on _____, 2018. The following members of the Village Council were

present _____ at _____ that _____ meeting:

_____. The following members of the Village Council were absent:

_____. The Resolution was adopted by the Village Council with members of the Council

_____ voting in favor and with members of the Council _____

_____ voting in opposition.

Marvin Hinga
Clerk/Treasurer

COMMERCIAL FACILITIES EXEMPTION CERTIFICATE

Pursuant to the provisions of the Public Act 255 of 1978, as amended, the Village of Spring Lake hereby finds that the commercial property, hereafter referred to as the commercial facility, owned or leased by the **[COMPANY NAME]**, and located at **[STREET ADDRESS OF PROJECT]**, the Village of Spring Lake, County of Ottawa, Michigan, located within a Commercial Redevelopment District, is intended for the construction of new commercial property, and complies with Section 10 and other provisions of the act.

Therefore, as provided by MCL 207.651 to 207.668, the Village of Spring Lake hereby certifies as a **new commercial facility** the property located at _____.

This certificate provides the authority for the assessor to exempt the commercial facility, for which this Commercial Facilities Exemption Certificate is in effect, but not the land on which the facility is located or the personal property placed within the facility, from ad valorem taxation. This certificate further provides the authority to levy a specific tax known as the Commercial Facilities Tax.

This certificate, unless revoked by resolution of the Village of Spring Lake as provided by Public Act 255 of 1978, as amended, shall remain in full force for a period of **[NUMBER OF YEARS APPROVED]** year(s);

Beginning December 31, _____, and ending December 30, _____.

The Commercial Facilities Exemption Certificate is issued on _____.

Marvin Hinga, Clerk/Treasurer
Village of Spring Lake

STATE USE ONLY		
Application Number	Date Received	LUCI Code

Application for Commercial Facilities Exemption Certificate

Issued under authority of Public Act 255 of 1978, as amended.

Read the instructions page before completing the application. **This application must be filed after a Commercial Redevelopment District is established.** The original application and required documents are filed with the clerk of the Local Governmental Unit (LGU).

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name		NAICS or SIC Code	
Facility's Street Address	City	State	ZIP Code
Name of City, Township or Village (taxing authority)		County	School District Where Facility is Located
<input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
Date of Rehabilitation Commencement (mm/dd/yyyy)		Planned Date of Rehabilitation Completion (mm/dd/yyyy)	
Estimated Cost of Rehabilitation		Number of Years Exemption Requested (1-12)	
Expected Project Outcomes (check all that apply)			
<input type="checkbox"/> Increase Commercial Activity <input type="checkbox"/> Retain Employment <input type="checkbox"/> Revitalize Urban Areas			
<input type="checkbox"/> Create Employment <input type="checkbox"/> Prevent Loss of Employment <input type="checkbox"/> Increase Number of Residents in Facility's Community			
No. of perm. jobs to be created due to facility's rehab.	No. of perm. jobs to be retained due to facility's rehab.	Number of construction jobs to be created during rehabilitation	
Each year, the State Treasurer may approve 25 additional reductions of half the state education tax for a period not to exceed six years.			
<input type="checkbox"/> Check this box if you wish to be considered for this exclusion.			
PART 2: APPLICATION DOCUMENTS			
Prepare and attach the following items:			
<input type="checkbox"/> General description of the facility (year built, original use, most recent use, number of stories, square footage)		<input type="checkbox"/> Descriptive list of the fixed building equipment that will be a part of the facility	
<input type="checkbox"/> General description of the facility's proposed use		<input type="checkbox"/> Time schedule for undertaking and completing the facility's restoration, replacement or construction	
<input type="checkbox"/> General description of the nature and extent of the restoration, replacement, or construction to be undertaken		<input type="checkbox"/> Statement of the economic advantages expected from receiving the exemption	
<input type="checkbox"/> Legal description of the facility			
PART 3: APPLICANT CERTIFICATION			
Name of Authorized Company Officer (no authorized agents)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address		City	State ZIP Code
<i>I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 255 of 1978, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Facilities Exemption Certificate by the State Tax Commission.</i>			
<i>I further certify that this application relates to a program, when completed, will constitute a facility, as defined by Public Act 255 of 1978, as amended.</i>			
Signature of Authorized Company Officer (no authorized agents)		Title	Date

PART 4: LGU ASSESSOR CERTIFICATION			
Provide the Taxable Value and State Equalized Value of the Commercial Property.			
	Taxable Value (excluding land)	State Equalized Value (SEV) (excluding land)	
Building			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Facilities Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Facilities Exemption that would also put the same property on the Commercial Facilities specific tax roll.			
<input type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Facilities Exemption specific tax roll and not on any other specific tax roll.			
Name of Assessor (first and last name)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address	City	State	ZIP Code
<i>I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.</i>			
Assessor's Signature			Date
PART 5: LGU ACTION / CERTIFICATION (LGU Clerk must complete Part 5)			
Action Taken By LGU:			
<input type="checkbox"/> Exemption approved for _____ years, ending December 30, _____ (not to exceed 12 years)			
<input type="checkbox"/> Exemption Denied			
Date District Established (attach resolution for district)	Local Unit Classification Identification (LUCI) Code	School Code	
Name of Clerk (first and last name)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address	City	State	ZIP Code
LGU Contact Person for Additional Information	LGU Contact Person Telephone Number	Fax Number	
<i>I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate.</i>			
Clerk's Signature			Date

If you have questions, need additional information or sample documents, call (517) 373-2408 or visit www.michigan.gov/propertytaxexemptions.

Commercial Facilities Exemption Application Checklist

Applicant Name: _____

GENERAL INFORMATION NEEDED FOR APPLICATIONS RECEIVED:

- Completed Department of Treasury application Form 4757.

- Certified copy of the resolution approving the application (must include the following statements):
 - The district was legally established after a hearing, inclusive of hearing date.
 - SEV of real and personal property WILL/WILL NOT exceed 5% of
 - If it exceeds 5% ...shall not have the effect of substantially impeding or impairing the ...
 - Application was approved at a public hearing, inclusive of hearing date.
 - Statement that the applicant is not delinquent in any taxes.
 - The application is for commercial property as defined in section 3(3).
 - Time period authorized by local governmental unit for construction.
 - Answers to questions in the application instructions were provided.
 - If the application is approved for less than 12 years, the criteria required for an extension or not.
 - Commencement of the restoration, replacement, construction did not begin more than 45 days prior to filing the application.
 - Application relates to a rehabilitation program that when completed....
 - Completion of the qualified facility is calculated to...
 - Restoration includes improvements aggregating 10% or more of TCV at commencement.

- Separate attachment (must include the answers to the following questions):
 - General description of facility (year built, original use, recent use, sq. ft. & stories).
 - Proposed use of the rehabilitated facility.
 - General nature and extent of restoration, replacement, or construction to be undertaken.
 - Descriptive list of fixed building equipment that is part of the facility.
 - Time schedule for undertaking the restoration, replacement, or construction.
 - Expected economic advantages from exemption.

- Legal description of the facility.

COMMENTS:

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

RESOLUTION NUMBER 2019-08

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

**ESTABLISHING A COMMERCIAL REDEVELOPMENT DISTRICT FOR THE
VILLAGE OF SPRING LAKE, OTTAWA COUNTY, STATE OF MICHIGAN**

WHEREAS, Pursuant to PA 255 of 1978, the Village of Spring Lake (the "Village") has the authority to establish "Commercial Redevelopment Districts" within the Village at the request of a commercial business enterprise or on its own initiative; and

WHEREAS, the Village has determined that the establishment of the Commercial Redevelopment District for an area in the Village as hereinafter described is in the interest of the community as it will be economically advantageous to the Village by encouraging the replacement, restoration and new construction of commercial properties; and

WHEREAS, the Village Council has determined that the district meets the requirements set forth in section 5 of PA 255 of 1978; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed district as required by section 5(3) of PA 255 of 1978; and

WHEREAS, on March 18, 2019 a public hearing was held and all residents and taxpayers of the Village were afforded an opportunity to be heard thereon; and

WHEREAS, the Village deems it to be in the public interest of the Village to establish the Commercial Redevelopment District as proposed;

NOW, THEREFORE BE IT RESOLVED by the Village Council of the Village that the parcels of land identified on **Exhibit A** attached hereto, which are situated in the Village, County of Ottawa, State of Michigan, be and hereby is established as a Commercial Redevelopment District pursuant to the provisions of PA 255 of 1978 to be known as the Village of Spring Lake Commercial Redevelopment District No. 1.

BE IT FURTHER RESOLVED, that all resolutions or motions in conflict herewith in whole or in part are revoked to the extent of such conflict.

YES:

NO:

ABSENT:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

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 18th Day of March 2019.

RESOLUTION 2019-08 DECLARED ADOPTED.

Dated:

Marvin Hinga, Clerk
Village of Spring Lake

CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, do hereby certify that the foregoing Village of Spring Lake Resolution Establishing a Commercial Redevelopment District was adopted at a regular meeting of the Village Council held on _____, 2018. The following members of the

Village Council were present at that meeting:

_____. The

following members of the Village Council were absent:

_____. The Resolution

was adopted by the Village Council with members of the Council

_____ voting in favor and with members of the Council _____

_____ voting in opposition.

Marvin Hinga
Clerk/Treasurer



**NOTICE OF PUBLIC HEARING
ON ADOPTION OF A PROPOSED
RESOLUTION TO ESTABLISH A COMMERCIAL
REDEVELOPMENT DISTRICT FOR THE
VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MICHIGAN**

**TO: CITIZENS AND RESIDENTS OF THE VILLAGE OF SPRING LAKE,
OTTAWA COUNTY, MICHIGAN**

NOTICE IS HEREBY GIVEN:

1. The Village Council of the Village of Spring Lake, Ottawa County, Michigan, has determined that the establishment of a Commercial Redevelopment District for an area in the Village is in the interest of the community as well as economically advantageous to the Village by encouraging the replacement, restoration and new construction of commercial properties.

2. The Village Council of the Village of Spring Lake, Ottawa County, Michigan, has further determined that the parcels of land identified on Exhibit A attached hereto, which are situated in the Village of Spring Lake, County of Ottawa, State of Michigan, be established as a Commercial Redevelopment District pursuant to the provisions of PA 255 of 1978 to be known as the Village of Spring Lake Commercial Redevelopment District.

3. The Village Council of the Village of Spring Lake, Ottawa County, Michigan, will meet at the Barber School, 102 W. Exchange Street, Spring Lake, Michigan on the 18th day of March, 2019, at 7:00 p.m., local time, to hold a public hearing on the approval, rejection, or approval with modifications of the proposed Resolution to establish a Commercial Redevelopment District for the Village of Spring Lake.

4. A copy of the proposed Resolution establishing a Commercial Redevelopment District for the Village of Spring Lake, is on file and available for public inspection at the

Spring Lake Village Hall, the Village Manager's office, 102 W. Exchange Street, Spring Lake, Michigan, and may be inspected at any time Monday through Friday, other than a legal holiday, during regular business hours, 8:00 a.m. to 5:00 p.m. beginning March 11, 2019, by any interested person.

5. At that hearing, an opportunity will be provided for all interested persons to be heard concerning the proposed Resolution establishing a Commercial Redevelopment District for the Village of Spring Lake. In addition, the Village Council shall receive and consider communications in writing with reference to the proposed Resolution establishing a Commercial Redevelopment District. All aspects of the proposed Resolution establishing a Commercial Redevelopment District for the Village of Spring Lake are open for discussion at the public hearing.

6. The Village of Spring Lake will provide necessary and reasonable auxiliary aids and services at this hearing, such as signors for hearing-impaired persons and audio tapes of printed materials for visually-impaired persons, upon receipt of five (5) days prior notice. Disabled persons requiring such auxiliary aids or services should so notify the Village of Spring Lake by contacting Christine Burns at 102 W. Exchange Street, Spring Lake, Michigan 49456, (telephone (616) 842-1393).

THIS NOTICE IS GIVEN BY ORDER OF THE SPRING LAKE VILLAGE COUNCIL.

Dated: February 27, 2019



Marvin Hinga, Clerk/Treasurer

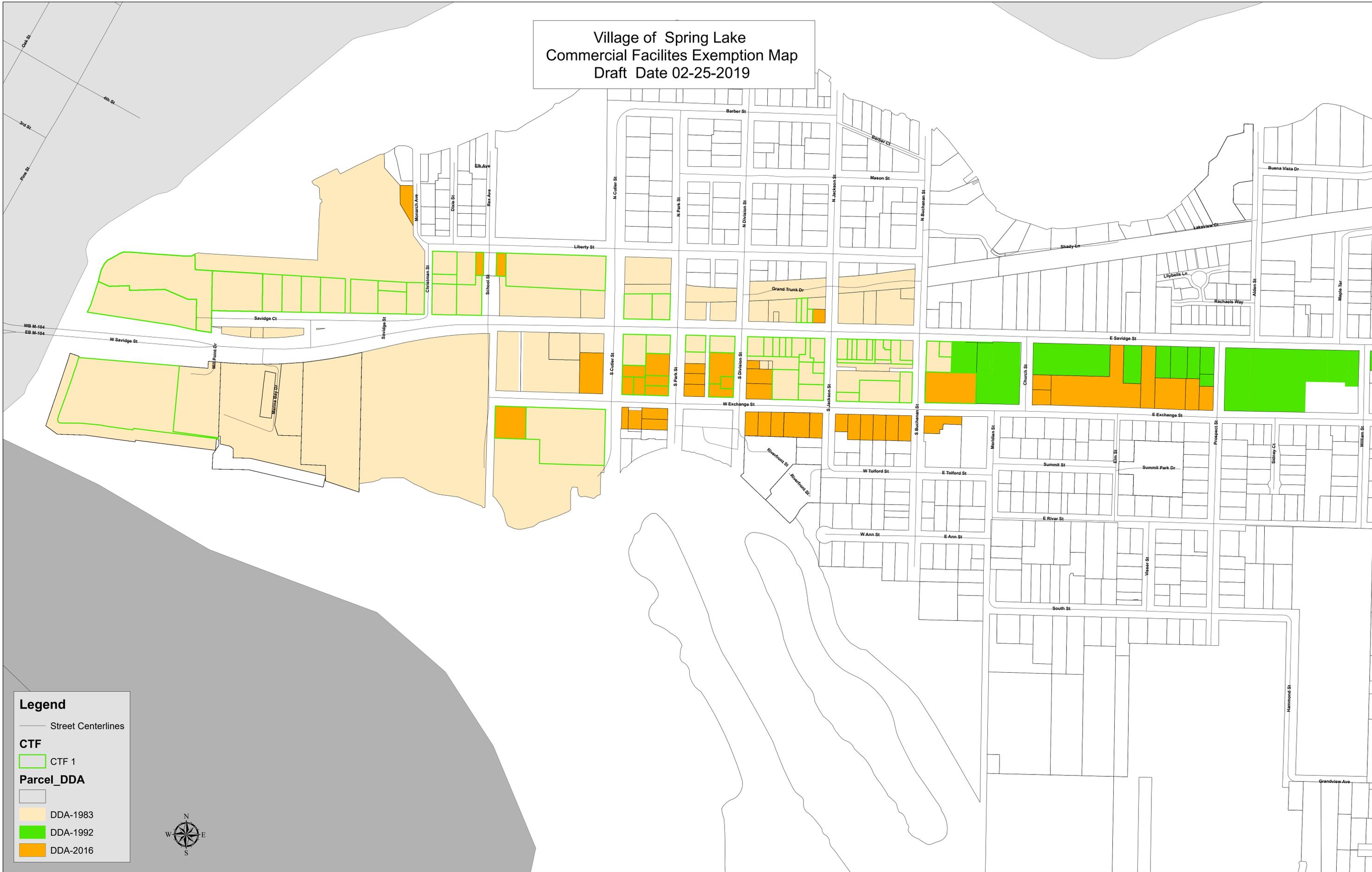
Village of Spring Lake

Final Parcel PIN	Owner Name	Mailing Address	Mailing City	Mailing State	Mailing Zip	Address	Site City	Site State	Site Zip
70-03-15-351-003	3RB LLC	7300 CLYDE PARK AVE SW	BYRON CEN	MI	49315	510 LIBERTY ST	SPRING LAK	MI	49456
70-03-15-351-004	KSV ACTION PROPERTIES LLC	708 LIBERTY ST	SPRING LAI	MI	49456	600 LIBERTY ST	SPRING LAK	MI	49456
70-03-15-356-002	SANDERS WILLIAM A IRREVOCAB	401 W SAVIDGE ST	SPRING LAI	MI	49456	401 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-360-009	JAYNE JUDY L PROTECTION TRUS	111 S PARK ST	SPRING LAI	MI	49456	111 S PARK ST	SPRING LAK	MI	49456
70-03-15-360-010	PEEL BROTHERS LLC	710 LIBERTY ST	SPRING LAI	MI	49456	117 S PARK ST	SPRING LAK	MI	49456-2042
70-03-15-360-011	PEEL BROTHERS LLC	501 BUENA VISTA DR	SPRING LAI	MI	49456	414 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-360-012	PB PROPERTIES LLC	8436 HOMESTEAD DR STE	ZEELAND	MI	49464	406 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-361-001	FOUR EYES LLC	314 W SAVIDGE ST	SPRING LAI	MI	49456-202	314 W SAVIDGE ST	SPRING LAK	MI	49456-2024
70-03-15-361-004	NAUTA STEPHEN-ESH JANICE M	107 S DIVISION ST	SPRING LAI	MI	49456	107 S DIVISION ST	SPRING LAK	MI	49456
70-03-15-378-004	WESTVELD BRUCE J	3027 27TH ST SW	GRANDVILL	MI	49418		SPRING LAK	MI	49456
70-03-15-378-007	SLOVER GARY M TRUST	17590 BEECH HILL DR	GRAND HA	MI	49417	205 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-381-001	LAZY P LLC	16162 HARBOR VIEW DR	SPRING LAI	MI	49456	228 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-381-004	SAVIDGE STREET PROPERTIES LLC	4707 MARSHALL	NORTON SI	MI	49441	222 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-381-005	OSCAR 415 CO	17082 SUPERIOR DR	SPRING LAI	MI	49456	218 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-381-006	VILL-TEX FABRIC CENTERS INC	3975 LAKE MICHIGAN DR N	GRAND RAI	MI	49534-452	214 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-381-008	STALEC ANTHONY J	208 W SAVIDGE ST	SPRING LAI	MI	49456	208 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-381-023	DKRK LLC	226 W SAVIDGE ST	SPRING LAI	MI	49456	226 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-381-026	LOVE INC	1106 FULTON	GRAND HA	MI	49417	200 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-382-012	HANKS GARY D-MICHELLE C	116 S JACKSON ST	SPRING LAI	MI	49456	116 S JACKSON ST	SPRING LAK	MI	49456
70-03-15-382-016	CS EQUIPMENT LEASING LLC	105 W EXCHANGE ST	SPRING LAI	MI	49456-202	105 W EXCHANGE ST	SPRING LAK	MI	49456-2024
70-03-15-382-018	BRS OF WEST MICHIGAN LLC	600 WASHINGTON	GRAND HA	MI	49417	111 W EXCHANGE ST	SPRING LAK	MI	49456
70-03-15-382-019	B & S HOLDINGS LLC	14722 CREEK EDGE DR	HOLLAND	MI	49424	124 W SAVIDGE ST	SPRING LAK	MI	49456-3101
70-03-15-382-020	GERMAN GERMAN AND VANDEN	120 W SAVIDGE ST	SPRING LAI	MI	49456	120 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-382-021	EZEKIEL PROPERTIES LLC	4601 LAKE MICHIGAN DR N	WALKER	MI	49534	118 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-382-026	SAVIDGE ONE LLC	570 SEMINOLE RD STE 200	MUSKEGOI	MI	49444	108 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-382-027	521 LLC	114 W SAVIDGE ST	SPRING LAI	MI	49456	114 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-15-383-001	ACHEY ELIAS J JR	102 S BUCHANAN ST	SPRING LAI	MI	49456	102 S BUCHANAN ST	SPRING LAK	MI	49456
70-03-16-450-007	LA FONTAINE CO	116 CHRISTMAN ST	SPRING LAI	MI	49456		SPRING LAK	MI	49456
70-03-16-475-004	HORIZON HOSPITALITY LLC	940 W SAVIDGE ST	SPRING LAI	MI	49456-162	940 W SAVIDGE ST	SPRING LAK	MI	49456-1627
70-03-16-476-004	CBL PROPERTIES	PO BOX 91	SPRING LAI	MI	49456-009	901 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-16-476-005	COLLINS ERIC	3073 MEMORIAL DR	HOLLAND	MI	49424	823 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-16-476-011	FLETEMEYER RICHARD G	6959 E FARR RD	NUNICA	MI	49448	801 W SAVIDGE ST	SPRING LAK	MI	49456
70-03-16-476-014	BARRETT BOAT WORKS INC	821 W SAVIDGE ST	SPRING LAI	MI	49456		SPRING LAK	MI	49456

70-03-16-476-015	MOUSECAKE COMPANY LLC	806 E RIVER ST	SPRING LAI MI	49456	807 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-476-018	SPRING LAKE BREWERY REAL EST	15348 APPLE	GRAND HA MI	49417	971 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-476-019	CBL SHOWROOM LLC	PO BOX 91	SPRING LAI MI	49456-009	821 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-001	KOONS STEPHEN D-MICHELLE	10341 E NEWBURY RD	DURAND MI	48429	969 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-002	BURLISON LEE-RICHARDS SUZAN	967 W SAVIDGE ST	SPRING LAI MI	49456-168	967 W SAVIDGE ST	SPRING LAK MI	49456-1683
70-03-16-481-003	ADAMS JAMES C-MARTHA M TRI	965 W SAVIDGE ST	SPRING LAI MI	49456	965 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-004	KIRCHHOFF STEPHEN-MARLEEN	51 MONROE CENTER ST NV	GRAND RAI MI	49503-293	963 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-005	VILLALOBOS NANCY	4471 SUMMIT VIEW RD	DUBLIN OH	43016	961 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-006	BUJELL DAVID L-PATRICIA A	959 W SAVIDGE ST	SPRING LAI MI	49456	959 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-007	PARSONS TRAVIS E-HEIDI	957 W SAVIDGE ST	SPRING LAI MI	49456	957 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-008	PIKUS ROY V-JEANNE K	955 W SAVIDGE ST	SPRING LAI MI	49456	955 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-009	FOSTER BRYAN	953 W SAVIDGE ST	SPRING LAI MI	49456	953 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-010	VERDI JACK-PAMELA	448 WILLITS ST	BIRMINGH MI	48009	951 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-011	STOMP SANDRA L	949 W SAVIDGE ST	SPRING LAI MI	49456	949 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-012	SAVIDGE 723	5775 ANN ARBOR RD	JACKSON MI	49201	947 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-013	DOYLE DENNIS R TRUST	945 W SAVIDGE ST	SPRING LAI MI	49456	945 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-014	POSTEMA RAYMOND S	943 W SAVIDGE ST	SPRING LAI MI	49456	943 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-015	TENBRINK HARRY K-SALLY A TRU	941 W SAVIDGE ST	SPRING LAI MI	49456	941 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-016	SUNDQUIST WILLIAM A TRUST	939 W SAVIDGE ST	SPRING LAI MI	49456	939 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-017	STROVEN REGINALD-VICKI	937 W SAVIDGE ST	SPRING LAI MI	49456	937 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-018	VAUPEL WAYNE-CHERYL	935 W SAVIDGE ST	SPRING LAI MI	49456	935 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-019	PUMMILL DENNIS-STACEY TRUST	933 W SAVIDGE ST	SPRING LAI MI	49456	933 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-020	MCGOVERN GREGORY P-RHOND	931 W SAVIDGE ST	SPRING LAI MI	49456	931 W SAVIDGE ST	SPRING LAK MI	49456-1697
70-03-16-481-021	SHUNTA CAMERON	929 W SAVIDGE ST	SPRING LAI MI	49456	929 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-022	RUCKMAN SHELLEY	927 W SAVIDGE ST	SPRING LAI MI	49456	927 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-023	DAUGHERTY JUNE W	925 W SAVIDGE ST	SPRING LAI MI	49456	925 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-481-024	PERRY ALBERT J REVOCABLE TST	923 W SAVIDGE ST	SPRING LAI MI	49456	923 W SAVIDGE ST	SPRING LAK MI	49456
70-03-16-482-001	TERPSTRA JEFF S-LORI	917 W SAVIDGE ST #01	SPRING LAI MI	49456	917 W SAVIDGE ST #	SPRING LAK MI	49456
70-03-16-482-002	NOBLE ERIC K-LISA B	13063 RARITAN DR	FISHERS IN	46038	917 W SAVIDGE ST #	SPRING LAK MI	49456-2625
70-03-16-482-003	LETENYEI RONALD-DONNA	917 W SAVIDGE ST #03	SPRING LAI MI	49456	917 W SAVIDGE ST #	SPRING LAK MI	49456
70-03-16-482-004	WILLEY KEITH	917 W SAVIDGE ST #04	SPRING LAI MI	49456-262	917 W SAVIDGE ST #	SPRING LAK MI	49456-2625
70-03-16-482-005	DRAKE DAVID	917 W SAVIDGE ST #05	SPRING LAI MI	49456	917 W SAVIDGE ST #	SPRING LAK MI	49456
70-03-16-482-006	STAKER WILLIAM C-SUSAN A	4637 OLD MILL ROAD	SPRINGFIEL OH	45502	917 W SAVIDGE ST #	SPRING LAK MI	49456
70-03-16-482-007	PURDY RAYMOND A-JOHNSON M	917 W SAVIDGE ST #07	SPRING LAI MI	49456	917 W SAVIDGE ST #	SPRING LAK MI	49456

70-03-16-482-008	GARRISON RENTAL PROPERTIES I	18769 N FRUITPORT RD	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-009	GNB SERIES LLC-SERIES 3-0	18140 N OLGA DR	ALVA FL	33920-311	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-010	SIMMONS JOHN	917 W SAVIDGE ST #10	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-011	MITCHELL BARBARA	917 W SAVIDGE ST #11	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-012	MVM PROPERTIES LLC	7621 SCOTT VALLEY LN	ROCKFORD MI	49341	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-013	SHEFFER JANINE	3920 PINE CREST CT	JACKSON MI	49203	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-014	KNERR SUSAN	917 W SAVIDGE ST #14	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-015	PLEVA DONALD J-SALLY J	917 W SAVIDGE ST #15	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-016	WISEN DAVID-KRISTEN	917 W SAVIDGE ST #16	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-017	SIMMONS JENNIFER	917 W SAVIDGE ST #17	SPRING LAI MI	49456-262	917 W SAVIDGE ST # SPRING LAK MI	49456-2625
70-03-16-482-018	BECK TODD D	917 W SAVIDGE ST #18	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-019	REVILLA JAVIER-ANGELA	917 W SAVIDGE ST #19	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-020	QUEEN JOHN J	14923 BOOM RD	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-021	RIPPLE LINA C-MICHAEL A	7207 EMERSON ST	MORTON C IL	60053	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-022	CORLETT FAMILY TRUST	917 W SAVIDGE ST #22	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-023	KNOLL SCOTT-BONNIE	8032 RODAO DR SE	CALEDONIA MI	49316	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-024	CAWLEY KEVIN-ANNETTE	11803 SILVERSPRINGS DR	DEWITT MI	48820	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-025	BARLASS JOHN W TRUST	917 W SAVIDGE ST #25	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-026	MORTL FRANK L-ANNE E	1012 SANDHILL DR	DEWITT MI	48820	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-027	TEDFORD KEVIN S-THERESA C	917 W SAVIDGE ST #27	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-028	HUNT WILLIAM B-SUSAN E	917 W SAVIDGE ST #28	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-029	SCORZA ANDA TUNCAY	917 W SAVIDGE ST #29	SPRING LAI MI	49456-262	917 W SAVIDGE ST # SPRING LAK MI	49456-2626
70-03-16-482-030	GOERS MARSHALL-RUTH	917 W SAVIDGE ST #30	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-031	GIAMPA SANDRA K-FRANKLYN L	917 W SAVIDGE ST #31	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-032	BISCHOF CARL R-KRISTYNE L	917 W SAVIDGE ST #32	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-033	WILLIAMS DAVID	16621 THORNGATE RD	EAST LANSI MI	48823	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-034	BENNETT DAVID	2777 ASPEN RD	ANN ARBO MI	48108-978	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-035	LAKE POINTE CONDOMINIUMS A	917 W SAVIDGE ST #34	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-036	CAMP BLUEBIRD OF WEST MICH	917 W SAVIDGE ST #37	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-038	JARCHOW KEVIN E-KIMBERLY A	917 W SAVIDGE ST #38	SPRING LAI MI	49456	917 W SAVIDGE ST # SPRING LAK MI	49456
70-03-16-482-039	FAGERSTROM DOUGLAS-DONNA	947 HOLT LN	ALLEN TX	75013	917 W SAVIDGE ST # SPRING LAK MI	49456

Village of Spring Lake
Commercial Facilities Exemption Map
Draft Date 02-25-2019



ORDINANCE NO. 354

AN ORDINANCE TO AMEND THE VILLAGE OF SPRING LAKE CODE OF ORDINANCES BY RESTATING CHAPTER 183 REGARDING FIREWORKS, IN ITS ENTIRETY

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

Section 1. Chapter 183, Fireworks, of the Village of Spring Lake Code of Ordinances is amended in its entirety to read as follows:

§183-1. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them:

ALCOHOLIC LIQUOR

That term as defined in section 1d of the Michigan Vehicle Code, being Public Act No. 300 of 1949 (MCL 257.1, et seq.).

APA STANDARD 87-1

2001 APA Standard 87-1, standard for construction and approval for transportation of fireworks, novelties, and theatrical pyrotechnics, as published by the American Pyrotechnics Association of Bethesda, Maryland.

CONSUMER FIREWORKS

Fireworks that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR parts 1500 and 1507, as amended, and that are listed in APA Standard 87- 1: 3.1.2, 3.1.3, or 3.5. Consumer fireworks do not include low-impact fireworks.

CONTROLLED SUBSTANCE

That term as defined in section 8b of the Michigan Vehicle Code, being Public Act No. 300 of 1949 (MCL 257.1, et seq.).

FIREWORKS

Any composition or device, except a starting pistol, a flare gun, or a flare, designed for the purpose of producing visible or audible effect by combustion, deflagration, or detonation.

LOW-IMPACT FIREWORKS

Ground and handheld sparkling devices as that phrase is defined in APA standard 87-1: 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.

MINOR

An individual who is less than 18 years of age.

§183-2. Ignition, discharge, and use of consumer fireworks.

- A. A person shall not ignite, discharge, or use consumer fireworks except on the following days after 11 a.m.:
- (1) December 31 until 1 a.m. on January 1.
 - (2) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
 - (3) June 29 to July 4 until 11:45 p.m. on each of those days.
 - (4) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
 - (5) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.
- B. A person shall not ignite, discharge, or use consumer fireworks if the environmental concerns based on the department of natural resources fire division criteria are elevated to extreme fire conditions or if the environmental concerns based on the department of natural resources, fire division criteria are elevated to very high for 72 consecutive hours and the commanding officer of the fire department, in consultation with the department of natural resources, enforces a no burning restriction that includes a ban on the ignition, discharge, and use of consumer fireworks. If a no burning restriction is instituted under this section, the commanding officer of the fire department enforcing the restriction shall ensure that adequate notice of the restriction is provided to the public.

§183-3. Possession of consumer fireworks by a minor.

A minor shall not possess, ignite, discharge, or use consumer fireworks.

§183-4. Prohibited conduct.

- A. A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of any another person without that organization's or person's express permission to use those consumer fireworks on those premises.
- B. A person shall not use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination thereof.

§183-5. Determination of violation; seizure.

If a law enforcement officer determines that a violation of this chapter has occurred, the officer may seize the consumer fireworks as evidence of the violation.

§183-6. Local, state, and federal requirements.

Nothing contained within this chapter shall be construed to relieve a person of any duties and obligations imposed under any local, state, or federal laws, rules, regulations, licenses, or permit requirements.

§183-7. Penalty.

Any person violating the provisions of this chapter shall be responsible for a municipal civil infraction with a civil fine of \$1,000.00 for each violation of the article. \$500.00 of the fine collected under the chapter shall be remitted to the local law enforcement agency responsible for enforcing the chapter.

Section 2. Effective Date. This amendment to the Village of Spring Lake Code of Ordinances was approved and adopted by the Village Council on _____, 2019, upon completing the applicable ordinance adoption requirements in the Village Charter. This Ordinance shall be effective the date of its publication.

Village President, Mark Powers

Clerk/Treasurer, Marvin Hinga

§ 271-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

LANDLORD — Any person who owns or controls a rental unit and rents such unit, either personally or through a designated agent, to any other person.

OWNER — The legal or equitable title holder of a rental unit or the premises within which the rental unit is situated.

RENTAL UNIT — Any ~~multiple-family~~ dwelling unit ~~or residential structure~~ containing one or more sleeping units, including but not limited to hotels, motels, bed-and-breakfast establishments, boardinghouses, or sleeping rooms, which are rented pursuant to an oral or written agreement, for monetary or other consideration, by the owner or the responsible local agent to any other person ~~in control of such units to any individual~~, whether by day, week, month, year, or any other term, when the renter is not acquiring an ownership interest in the rental unit.

RESPONSIBLE LOCAL AGENT — A person or other representative of an ~~individual, a corporation, partnership, firm, joint venture, trust, association, organization or other entity having his place of residence in the county and~~ owner; the agent's place of residence shall be within 60 miles of the Village. The agent shall be designated by the ~~property~~ owner as responsible for operating ~~such property~~ the rental unit in compliance with the ordinances adopted by the Village. All official notices of the Village may be served on the responsible local agent, and any notice so served shall be deemed to have been served upon the owner ~~of record~~. An owner may be the responsible local agent if the owner meets the residency requirement.

§ 271-2. Fees.

Fees for registration of rental units, inspections, and certificates of compliance shall be as established by resolution of the Village Council.

§ 271-3. Violations and penalties.¹

Any person who violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of this chapter shall be responsible for a municipal civil infraction, subject to § 1-2. Increased civil fines may be imposed for “repeated violations,” which means a second or subsequent municipal civil infraction violation committed by a person within any

twelve-month period and for which a person admits responsibility or is determined to be responsible. The increased civil fine for repeat violations is set forth in § 1-2.

~~1-1. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).~~
[RAB Revised Date 02/06/19](#)

§ 271-4. Registration and designation of responsible local agent required.

No ~~property~~ owner shall lease, rent, or otherwise allow a rental unit to be occupied unless the rental unit is registered with the Village ~~and a person is designated, unless the rental unit has been issued a certificate of compliance per this chapter, and unless~~ a responsible local agent is designated for the rental unit. The responsible local agent shall be legally responsible for operating the registered rental unit in compliance with the ordinances adopted by the Village, shall be responsible for providing access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the ordinances adopted by the Village, and shall accept all legal notices or service of process with respect to the rental unit. The responsible local agent shall maintain a list of the names and number of occupants of each rental unit for which ~~he~~the agent is responsible.

§ 271-5. Registration term and renewal of existing rental units.

~~Property owners~~Owners shall register any and all rental units within the Village and shall designate a responsible local agent. ~~Such registration shall be effective for one year, and it~~Registration shall be completed immediately for each rental unit, before it is rented out, and renewed before each following January 1. ~~It~~ shall be the responsibility of the ~~property owners~~owner to re-register ~~such rental unit on the first day of the month immediately following the expiration of the registration for each~~the rental unit. Upon registration, a certificate of compliance shall then be obtained pursuant to § 271-~~10 prior to permitting occupancy of any new rental unit.~~10.

§ 271-6. Change in registration information.

The ~~property~~ owner ~~of a rental unit registered with the Village~~ shall re-register a rental unit within 60 days after any change occurs in registration information. A new owner ~~of a registered rental unit~~ shall immediately re-register the rental unit as provided in this chapter.

§ 271-7. Re-registration.

~~A property~~An owner shall re-register ~~prior to expiration of a certificate of compliance~~a rental unit for each calendar year.

§ 271-8. Application for registration.

An application for registration of a rental unit shall be made in such form

and in accordance with such instructions as may be provided by the Village Manager or his or her designee and shall include at least the following information:

A. The address of the rental unit;

~~§ 271-8~~ ~~§ 271-11~~

B. The names and addresses of all owners ~~of the rental units~~;

- C. The name, address, and telephone number of the person authorized to collect rent from the individuals occupying the rental units;
- D. The name, local address, and telephone number of the responsible local agent;
- E. The number of rental units in each building;
- F. The authorization appointing a responsible local agent signed by both the owner and the responsible local agent; ~~and~~
- G. The name, business address, and ~~phone~~ telephone number ~~of the any~~ person ~~if any exists~~, who holds a lien on the rental unit or the real property on which the rental unit is located;
- H. The length of the lease for the rental units; and
- I. Verification that all state and local taxes levied and assessed against the rental unit that are due and payable at the time of the application have been paid (if not, the application shall be denied).

§ 271-9. Inaccurate or incomplete registration information.

It shall be a violation of this chapter for ~~a property~~ an owner or a responsible local agent to provide inaccurate information for the registration of rental units or to fail to provide information required by the Village for such registration. In those cases in which the owner is not a natural person, the owner information shall be that of the president, general manager, or other chief executive officer of the organization. Where more than one natural person has an ownership interest, the required information shall be provided for each such owner.

§ 271-10. Certificate of compliance required.

No person shall own, operate, lease, rent, or occupy a rental unit unless there is a valid certificate of compliance issued by the Village Manager or his or her designee, which certificate of compliance shall be issued in the name of the ~~operator~~ owner and issued for the specific rental unit. The certificate shall be issued for each building containing a rental unit. The certificate of compliance shall be displayed in a conspicuous place in each rental unit at all times. The certificate of compliance shall be issued only after both of the following are completed:

- A. Registration of the rental unit with the Building Department; and
- B. Inspection by the Village Manager or his or her designee demonstrating compliance with all ordinances adopted by the Village and state law.

The certificate of compliance shall be valid for the current year and the following calendar year, unless otherwise revoked pursuant to this chapter.

§ 271-11

§

271-~~13~~16

§ 271-11. Biennial inspections.

Subsequent to the registration of ~~all rental units as required in~~ a rental unit as required in § 271-4, the Village Manager or his or her designee shall commence an inspection of the rental unit. However, the inspection shall not be required if the rental unit was inspected during the prior calendar year, was found to be in compliance, and the Village has no information to indicate that the rental unit is no longer in compliance. Once the rental unit is deemed to be in compliance with all ordinances adopted by the Village and state law, per an inspection in the current calendar year or the prior calendar year, a certificate of compliance shall be issued.

~~§ 271-4, the Village Manager or his or her designee shall commence an inspection of all rental units. During the calendar year, the Village Manager or his or her designee shall notify half of all registered owners of rental units that an inspection must be completed. Once the rental unit is deemed to be in compliance with all ordinances adopted by the Village and state law, the inspection required for issuance of a certificate of compliance shall be satisfied. The inspection shall then be valid for a period of two years. During the following calendar year, the Village Manager or his or her designee shall inspect the remaining half of the rental units. Once the rental unit is deemed to be in compliance with all ordinances adopted by the Village and state law, the inspection required for issuance of a certificate of compliance shall be satisfied. Prior to conducting the inspection on the second half of the rental units, the Village Manager or his or her designee may issue a temporary certificate for such units. Once the inspection required for issuance of the certificate of compliance is satisfied, it shall then be valid for a period of two years. The Village Manager or his or her designee shall thereafter alternate inspection biennially. The biennial inspection shall not, however, eliminate the registered owners' responsibility to register such units on an annual basis.~~

§ 271-12. ~~Temporary certificates.~~ [Reserved.]

~~Temporary certificates of compliance may be issued without prior inspection to owners of occupied rental units existing as of May 15, 1995. Such certificates may be issued as of the effective date of the initial registration following May 15, 1995, to allow property owners to operate such rental units until such time as an inspection may be made by the Village Manager or his or her designee. At such time as~~

~~an inspection is made by the Village Manager or his or her designee and a determination has been made that compliance with the provisions of this chapter have been secured, the temporary certificate shall expire.~~

§ 271-13. Prerequisites for issuance of certificate of compliance.

The Village Manager or his or her designee shall not issue a certificate of compliance unless a current rental unit registration is in effect, the responsible local agent is properly designated, any fees for registration plus any penalties are paid in full, and inspection as required in [§ 271-11](#) and [§ 271-14](#) has determined that compliance has been

~~§ 271-13~~ secured with the minimum standards and other provisions of the ordinances adopted by the Village ~~§ 271-18~~ [and with state law](#).

§ 271-14. Inspections.

All facilities, areas, and units governed by this chapter shall be inspected. All facilities, areas, and units inspected shall comply with the standards of the ordinances adopted by the Village [and with state law](#). If an inspection is scheduled and the owner or responsible local agent fails to appear, an inspection fee shall be assessed against the owner ~~and/~~ or the responsible local agent; ~~and no~~ [or both](#). [No](#) inspection shall be completed until the fee is paid in full.

§ 271-15. Posting.

The following information shall be posted in a conspicuous place either within each rental unit or in a common area shared by all occupants of a building:

- A. A copy of the current certificate of compliance; and
- B. The name, address, and telephone number of the responsible local agent.

§ 271-16. Revocation of certificate of compliance.

If the Village Manager or his or her designee shall discover the failure of any ~~property~~ owner to comply with a notice of violation issued pursuant to the provisions

[§ 271-16](#) [§ 271-20](#)

of the ordinances adopted by the Village [or pursuant to state law](#), the certificate of compliance may be revoked.

§ 271-17. Appeal of denial of registration or revocation.

Any ~~property~~ owner whose rental unit registration has been denied or whose certificate of compliance has been revoked may file an appeal to the Zoning Board of Appeals.

§ 271-18. Circumstances requiring vacation of unit.

~~A.~~—Upon revocation of a certificate of compliance and a determination by the Zoning Board of Appeals that a rental unit is ~~unfit for human habitation~~not in compliance with this chapter or state law, the owner or ~~operator~~responsible local agent of the rental unit shall immediately vacate ~~the unit; and no it.~~ No person shall thereafter occupy the rental unit for sleeping or living purposes until ~~such unit it~~ complies with this chapter and has been reissued a certificate of compliance.

~~B. When a rental unit is found to be in violation of the provisions of the ordinances adopted by the Village but determined to be~~

~~§ 271-18~~ ~~§ 271-22~~

~~habitable, a vacation order shall not be entered; but the certificate of compliance shall be deemed expired and the rental unit shall be in violation of the terms of this chapter.~~

§ 271-19. Expiration of certificate of compliance.

A certificate of compliance shall expire ~~on the date stated on the certificate of compliance~~at the end of the next calendar year or on the repair date stated on a notice to repair, whichever comes first. Sixty days after such expiration date, it shall be unlawful for the rental unit in question to be occupied unless a new certificate of compliance has been issued. A rental unit which has not been previously certified shall be deemed to have an expiration date on the date the responsible local agent is notified to register the rental unit.

§ 271-20. Notification of expired certificate.

Sixty days after expiration of a certificate of compliance, the Village may issue a notice of expired certificate to the owner, any responsible local agent, and ~~to~~ the occupant of ~~each~~the rental unit. The notice shall state that:

- A. The ~~dwelling~~rental unit does not have a valid certificate of compliance;
- B. It is unlawful for any vacant rental unit to be reoccupied or rented;

C. Current tenants may no longer occupy the rental unit lawfully; and

D. ~~C.~~ Current tenants may be entitled to escrow rent moneys as provided for under state law; ~~and.~~

~~D.~~—A placard containing this information will be posted on the ~~dwelling and~~ rental unit. The placard may not be removed until a new certificate of compliance is issued.

§ 271-21

§ 271-23

§ 271-21. Renewal of certificate of compliance.

At least 30 days prior to the expiration of a certificate of compliance, the Village shall notify the ~~registered~~ owner or the responsible local agent or both to re-register the rental unit and to arrange for a compliance inspection. The ~~property~~ owner shall be responsible for re-registering a rental unit and arranging a compliance inspection prior to the expiration date on the ~~certificate~~. ~~When a certificate of compliance is reissued in accordance with this chapter, it shall have a one-year expiration date with the same month and day as shown on the previous certificate, regardless of the date that the new certificate is actually issued.~~

§ 271-22. Exceptions to requirement of certificate of compliance.

A certificate of compliance shall not be required for living or sleeping accommodations in jails, hospitals, nursing homes, school

~~§ 271-22~~

~~§ 271-25~~

dormitories, convalescent homes, retirement homes, foster homes, or ~~for~~ temporary group shelters provided by legal not-for-profit agencies which are inspected, certified, and/or licensed by other governmental agencies.

§ 271-23. Basis for inspections.

Inspections of rental units may be made to obtain and maintain compliance with the standards of this chapter and state law, based upon one of the following:

- A. A complaint received by the Village indicating that there is a violation of the standards or the provisions of the ordinances adopted by the Village or state law or both;
- B. An observation by the Village of a violation of the standards or the provisions of the ordinances adopted by the Village or state law or both;
- C. A report or observation of a ~~dwelling~~ rental unit that is unoccupied and unsecured or a ~~dwelling~~ rental unit that is fire damaged;

- D. The registration, re-registration and certification of a rental unit as required by this chapter;
- E. The need to determine compliance with a notice or an order issued by the Village;
- F. Designation by the Village Council of an area where all dwellings, accessory buildings, or yards are to be inspected uniformly or intensively or for specific violations;
- G. An emergency observed or reasonably believed to exist;
- H. A request for an inspection by the ~~property~~ owner; or
§ 271-23 § 271-26
- I. ~~Requirements of~~As required by law where ~~en~~ a ~~dwelling~~rental unit is to be demolished by the Village or ~~where~~ ownership is to be transferred to the Village.

§ 271-24. Complaint-initiated inspections.

If an inspection is initiated by a complaint and no violation is found to exist, no inspection fees will be assessed against the owner ~~of the inspected rental unit.~~ In all other situations the owner shall be responsible for inspection fees.

§ 271-25. Reinspection.

~~Where a~~For every inspection and reinspection ~~must be made of a rental unit performed~~ to ensure conformity with this chapter ~~or before a certificate of compliance is issued for those rental units that have been issued violation notices, there, the owner~~ will be charged

~~§ 271-25~~ ~~§ 271-26~~ a
 separate fee ~~for every inspection when the violation has not been abated or corrected, except as provided in § 271-24.~~

§ 271-26. Inspection upon transfer of ownership.

- A. If there is a transfer of ownership ~~concerning~~for any rental unit, ~~including an even if~~ owner-occupied ~~rental unit~~, and a current certificate of compliance exists, ~~a final~~an inspection by the Village Manager or his or her designee shall be waived.;
- B. If there is a transfer of ownership ~~concerning~~for any rental unit, ~~including an even if~~ owner-occupied ~~rental unit~~, and a current certificate of compliance does not exist, ~~there shall be a final~~an inspection by the Village Manager or his or her designee. ~~If violations of this Code are~~

~~found, a notice of violations shall be required per this chapter. If the rental unit is not in compliance with this chapter and state law, a notice of violation shall be issued to both the current owner~~transferor and the ~~prospective buyer~~transferee;

- C. If ownership of any rental unit is transferred contrary to Subsection A or B of this section, the certificate of compliance and rental unit registration shall be deemed to expire within 60 days of the transfer unless appropriate steps are taken to obtain a rental unit registration and certificate of compliance~~;~~
- D. If there is a transfer of ownership where violations are found during the ~~final~~ inspection, the rental unit registration shall become invalid. ~~Any~~The new owner shall register the rental unit within 10 days of the date of transfer of ~~any~~the rental unit. Every person holding ~~such~~the registration prior to the transfer shall notify the Village Manager or his or her designee in writing of the change in the ownership of ~~such~~the rental unit~~;~~ or²
- E. ~~Any residents~~The transferring owner of a rental unit ~~which undergoes a transfer of whose~~ ownership ~~while~~is transferred shall notify the individuals ~~are~~—residing in that rental unit, including an owner-occupied rental unit, ~~shall be notified of~~before any transfer of ownership occurs.

~~2-2.~~ Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

GRAPIDS 59146-3 539589v4~~3~~

Document comparison by Workshare Compare on Wednesday, February 6, 2019 10:31:26 AM

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Document 2 ID	PowerDocs://GRAPIDS/539589/3
Description	GRAPIDS-#539589-v3-VSL_-_Rental_Ordinance_2018
Rendering set	DW Standard

Legend:	
Insertion	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	124
Deletions	100
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	224

ORDINANCE NO. 353

**AN ORDINANCE TO AMEND THE VILLAGE OF SPRING LAKE
CODE OF ORDINANCES BY RESTATING CHAPTER 271
REGARDING RENTAL UNITS, REGISTRATION OF, IN ITS
ENTIRETY**

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

Section 1. Chapter 271, Rental Units, Registration of, of the Village of Spring Lake Code of Ordinances is amended in its entirety to read as follows:

§ 271-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

LANDLORD

Any person who owns or controls a rental unit and rents such unit, either personally or through a designated agent, to any other person.

OWNER

The legal or equitable title holder of a rental unit or the premises within which the rental unit is situated.

RENTAL UNIT

Any dwelling unit containing one or more sleeping units, including but not limited to hotels, motels, bed-and-breakfast establishments, boardinghouses, or sleeping rooms, which are rented pursuant to an oral or written agreement, for monetary or other consideration, by the owner or the responsible local agent to any other person, whether by day, week, month, year, or any other term, when the renter is not acquiring an ownership interest in the rental unit.

RESPONSIBLE LOCAL AGENT

A person or other representative of an owner; the agent's place of residence shall be within 60 miles of the Village. The agent shall be designated by the owner as responsible for operating the rental unit in compliance with the ordinances adopted by the Village. All official notices of the Village may be served on the responsible local agent, and any notice so served shall be deemed to have been served upon the owner. An owner may be the responsible local agent if the owner meets the residency requirement.

§ 271-2. Fees.

Fees for registration of rental units, inspections, and certificates of compliance shall be as established by resolution of the Village Council.

§ 271-3. Violations and penalties.¹

Any person who violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of this chapter shall be responsible for a municipal civil infraction, subject to § 1-2. Increased civil fines may be imposed for “repeated violations,” which means a second or subsequent municipal civil infraction violation committed by a person within any twelve-month period and for which a person admits responsibility or is determined to be responsible. The increased civil fine for repeat violations is set forth in § 1-2.

[1] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

RAB Revised Date 02/06/19

§ 271-4. Registration and designation of responsible local agent required.

No owner shall lease, rent, or otherwise allow a rental unit to be occupied unless the rental unit is registered with the Village, unless the rental unit has been issued a certificate of compliance per this chapter, and unless a responsible local agent is designated for the rental unit. The responsible local agent shall be legally responsible for operating the registered rental unit in compliance with the ordinances adopted by the Village, shall be responsible for providing access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the ordinances adopted by the Village, and shall accept all legal notices or service of process with respect to the rental unit. The responsible local agent shall maintain a list of the names and number of occupants of each rental unit for which the agent is responsible.

§ 271-5. Registration term and renewal of existing rental units.

Owners shall register any and all rental units within the Village and shall designate a responsible local agent. Registration shall be completed immediately for each rental unit, before it is rented out, and renewed before each following January 1. It shall be the responsibility of the owner to re-register the rental unit. Upon registration, a certificate of compliance shall then be obtained pursuant to § 271-10.

§ 271-6. Change in registration information.

The owner shall re-register a rental unit within 60 days after any change occurs in registration information. A new owner shall immediately re-register the rental unit as provided in this chapter.

§ 271-7. Re-registration.

An owner shall re-register a rental unit for each calendar year.

§ 271-8. Application for registration.

An application for registration of a rental unit shall be made in such form and in accordance with such instructions as may be provided by the Village Manager or his or her designee and shall include at least the following information:

- A. The address of the rental unit;
- B. The names and addresses of all owners;
- C. The name, address, and telephone number of the person authorized to collect rent from the individuals occupying the rental units;
- D. The name, local address, and telephone number of the responsible local agent;
- E. The number of rental units in each building;
- F. The authorization appointing a responsible local agent signed by both the owner and the responsible local agent;
- G. The name, business address, and telephone number any person who holds a lien on the rental unit or the real property on which the rental unit is located;
- H. The length of the lease for the rental units; and
- I. Verification that all state and local taxes levied and assessed against the rental unit that are due and payable at the time of the application have been paid (if not, the application shall be denied).

§ 271-9. Inaccurate or incomplete registration information.

It shall be a violation of this chapter for an owner or a responsible local agent to provide inaccurate information for the registration of rental units or to fail to provide information required by the Village for such registration. In those cases, in which the owner is not a natural person, the owner information shall be that of the president, general manager, or other chief executive officer of the organization. Where more than one natural person has an ownership interest, the required information shall be provided for each such owner.

§ 271-10. Certificate of compliance required.

No person shall own, operate, lease, rent, or occupy a rental unit unless there is a valid certificate of compliance issued by the Village Manager or his or her designee, which certificate of compliance shall be issued in the name of the owner and issued for the specific rental unit. The certificate shall be issued for each building containing a rental unit. The certificate of compliance shall be displayed in a conspicuous place in each rental unit at all times. The certificate of compliance shall be issued only after both of the following are completed:

- A. Registration of the rental unit with the Building Department; and
- B. Inspection by the Village Manager or his or her designee demonstrating

compliance with all ordinances adopted by the Village and state law.

The certificate of compliance shall be valid for the current year and the following calendar year, unless otherwise revoked pursuant to this chapter.

§ 271-11. Biennial inspections.

Subsequent to the registration of a rental unit as required in § 271-4, the Village Manager or his or her designee shall commence an inspection of the rental unit. However, the inspection shall not be required if the rental unit was inspected during the prior calendar year, was found to be in compliance, and the Village has no information to indicate that the rental unit is no longer in compliance. Once the rental unit is deemed to be in compliance with all ordinances adopted by the Village and state law, per an inspection in the current calendar year or the prior calendar year, a certificate of compliance shall be issued.

§ 271-12. [Reserved.]

§ 271-13. Prerequisites for issuance of certificate of compliance.

The Village Manager or his or her designee shall not issue a certificate of compliance unless a current rental unit registration is in effect, the responsible local agent is properly designated, any fees for registration plus any penalties are paid in full, and inspection as required in § 271-11 and § 271-14 has determined that compliance has been secured with the minimum standards and other provisions of the ordinances adopted by the Village and with state law.

§ 271-14. Inspections.

All facilities, areas, and units governed by this chapter shall be inspected. All facilities, areas, and units inspected shall comply with the standards of the ordinances adopted by the Village and with state law. If an inspection is scheduled and the owner or responsible local agent fails to appear, an inspection fee shall be assessed against the owner or the responsible local agent or both. No inspection shall be completed until the fee is paid in full.

§ 271-15. Posting.

The following information shall be posted in a conspicuous place either within each rental unit or in a common area shared by all occupants of a building:

- A. A copy of the current certificate of compliance; and
- B. The name, address, and telephone number of the responsible local agent.

§ 271-16. Revocation of certificate of compliance.

If the Village Manager or his or her designee shall discover the failure of any owner to comply with a notice of violation issued pursuant to the provisions of the ordinances adopted by the Village or pursuant to state law, the certificate of compliance may be revoked.

§ 271-17. Appeal of denial of registration or revocation.

Any owner whose rental unit registration has been denied or whose certificate of compliance has been revoked may file an appeal to the Zoning Board of Appeals.

§ 271-18. Circumstances requiring vacation of unit.

Upon revocation of a certificate of compliance and a determination by the Zoning Board of Appeals that a rental unit is not in compliance with this chapter or state law, the owner or responsible local agent of the rental unit shall immediately vacate it. No person shall thereafter occupy the rental unit for sleeping or living purposes until it complies with this chapter and has been reissued a certificate of compliance.

§ 271-19. Expiration of certificate of compliance.

A certificate of compliance shall expire at the end of the next calendar year or on the repair date stated on a notice to repair, whichever comes first. Sixty days after such expiration date, it shall be unlawful for the rental unit in question to be occupied unless a new certificate of compliance has been issued. A rental unit which has not been previously certified shall be deemed to have an expiration date on the date the responsible local agent is notified to register the rental unit.

§ 271-20. Notification of expired certificate.

Sixty days after expiration of a certificate of compliance, the Village may issue a notice of expired certificate to the owner, any responsible local agent, and the occupant of the rental unit. The notice shall state that:

- A. The rental unit does not have a valid certificate of compliance;
- B. It is unlawful for any vacant rental unit to be reoccupied or rented;
- C. Current tenants may no longer occupy the rental unit lawfully; and
- D. Current tenants may be entitled to escrow rent moneys as provided for under state law.

A placard containing this information will be posted on the rental unit. The placard may not be removed until a new certificate of compliance is issued.

§ 271-21. Renewal of certificate of compliance.

At least 30 days prior to the expiration of a certificate of compliance, the Village

shall notify the owner or the responsible local agent or both to re-register the rental unit and to arrange for a compliance inspection. The owner shall be responsible for re-registering a rental unit and arranging a compliance inspection prior to the expiration date on the certificate of compliance.

§ 271-22. Exceptions to requirement of certificate of compliance.

A certificate of compliance shall not be required for living or sleeping accommodations in jails, hospitals, nursing homes, school dormitories, convalescent homes, retirement homes, foster homes, or temporary group shelters provided by legal not-for-profit agencies which are inspected, certified, and/or licensed by other governmental agencies.

§ 271-23. Basis for inspections.

Inspections of rental units may be made to obtain and maintain compliance with the standards of this chapter and state law, based upon one of the following:

- A. A complaint received by the Village indicating that there is a violation of the standards or the provisions of the ordinances adopted by the Village or state law or both;
- B. An observation by the Village of a violation of the standards or the provisions of the ordinances adopted by the Village or state law or both;
- C. A report or observation of a rental unit that is unoccupied and unsecured or a rental unit that is fire damaged;
- D. The registration, re-registration and certification of a rental unit as required by this chapter;
- E. The need to determine compliance with a notice or an order issued by the Village;
- F. Designation by the Village Council of an area where all dwellings, accessory buildings, or yards are to be inspected uniformly or intensively or for specific violations;
- G. An emergency observed or reasonably believed to exist;
- H. A request for an inspection by the owner; or
- I. As required by law when a rental unit is to be demolished by the Village or ownership is to be transferred to the Village.

§ 271-24. Complaint-initiated inspections.

If an inspection is initiated by a complaint and no violation is found to exist, no inspection fees will be assessed against the owner. In all other situations the

owner shall be responsible for inspection fees.

§ 271-25. Reinspection.

For every inspection and reinspection of a rental unit performed to ensure conformity with this chapter, the owner will be charged a separate fee except as provided in § 271-24.

§ 271-26. Inspection upon transfer of ownership.

- A. If there is a transfer of ownership for any rental unit, even if owner-occupied, and a current certificate of compliance exists, an inspection by the Village Manager or his or her designee shall be waived;
- B. If there is a transfer of ownership for any rental unit, even if owner-occupied, and a current certificate of compliance does not exist, an inspection by the Village Manager or his or her designee shall be required per this chapter. If the rental unit is not in compliance with this chapter and state law, a notice of violation shall be issued to both the transferor and the transferee;
- C. If ownership of any rental unit is transferred contrary to Subsection A or B of this section, the certificate of compliance and rental unit registration shall be deemed to expire within 60 days of the transfer unless appropriate steps are taken to obtain a rental unit registration and certificate of compliance;
- D. If there is a transfer of ownership where violations are found during the inspection, the rental unit registration shall become invalid. The new owner shall register the rental unit within 10 days of the date of transfer of the rental unit. Every person holding the registration prior to the transfer shall notify the Village Manager or his or her designee in writing of the change in the ownership of the rental unit; or²
- E. The transferring owner of a rental unit whose ownership is transferred shall notify the individuals residing in that rental unit, including an owner-occupied rental unit, before any transfer of ownership occurs.

2. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

GRAPIDS 59146-3 539589v3

Christine Burns

From: John Nash <JNash@springlaketwp.org>
Sent: Wednesday, February 13, 2019 9:10 AM
To: Craig Bessinger ; Christine Burns
Subject: FW: spring lake local watercraft controls
Attachments: LWC Procedures.pdf

Good Morning Chris and Craig,

Attached is the info from the State DNR Re No-wake on Spring Lake.

What I have found we have to do from here:

1st – We each need to pass the resolution included in the material

- a. For SLV and SLT all we are requesting is to update the language, not change any no-wake boundaries
- b. For Ferrysburg – you want to slightly change the no-wake boundaries and update the language.

I do think we should each share a copy of our proposed resolution so we know we are all on the same page. I want to get on this process because the total thing takes about 90 days and we have wanted to get this resolved for a long time.

I want to present our resolution to our board at our 3/11 board mtg., get it passed and then get it in to the DNR.

Your help will be appreciated,

John

From: Snyder, Kelly (DNR) <SnyderK4@michigan.gov>
Sent: Friday, February 1, 2019 1:18 PM
To: John Nash <JNash@springlaketwp.org>
Cc: Goulette, Gerard (DNR) <GOULETTEG@michigan.gov>
Subject: RE: spring lake local watercraft controls

Hello John,

Here is the procedure for requesting a local watercraft control. If you have any questions please feel free to call. Thanks.

Kelly Snyder
Administrative Assistant
DNR LED Recreational Safety, Education and Enforcement Section
525 W. Allegan St., 4th Flr
Lansing, MI 48933

517.284.5994, snyderk4@michigan.gov

From: Goulette, Gerard (DNR) <GOULETTEG@michigan.gov>

Sent: Friday, February 1, 2019 10:26 AM

To: John Nash <JNash@springlaketwp.org>

Cc: Snyder, Kelly (DNR) <SnyderK4@michigan.gov>

Subject: spring lake local watercraft controls

Hi John,

Sorry for the delayed response but I've been trying to get clarification on some procedural issues. Because Spring Lake has the existing slow-no-wake zones, updating and redefining, as we discussed before, is a bit unique. The township is going to have to pass a proposal to open and redefine and/or edit existing definitions for the local watercraft controls. After that proposal has been submitted to the DNR that will start the process of coming up with wording to better define those areas that current points of reference are no longer valid as well as a public hearing. I have CC'd Kelly Snyder who works directly with Lt. Wanless, our boating law administrator, who can address further questions that you may have and help you through this process. Kelly, if I have anything wrong here feel free to jump in and clarify, thank you.

Conservation Officer BJ Goulette
Ottawa County



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



DANIEL EICHINGER
DIRECTOR

PROCEDURES - LOCAL WATERCRAFT CONTROL ORDINANCE

MICHIGAN DEPARTMENT OF NATURAL
RESOURCES LAW ENFORCEMENT DIVISION

The local political subdivision that believes that a special local watercraft control ordinance is needed on waters subject to their jurisdiction shall inform the department and request assistance. All such requests shall be in the form of an official resolution approved by a majority of the governing body of the concerned political subdivision following a public hearing, by the local political subdivision on the resolution.

The department shall upon receiving the written resolution from a local political subdivision initiate an investigation and inquiry. The department will prepare a preliminary report that includes the evaluation and preliminary recommendation as to whether special rules are needed for the water body. Upon completion of the preliminary report the department will provide a copy of the preliminary report to the requesting political subdivision and the department shall schedule a public hearing in the vicinity of the water body to gather public input on the preliminary report and the need for special rules.

Notice of a public hearing shall be made in a newspaper of general circulation in the area in which the local ordinance is to be imposed, amended, or repealed, not less than 10 calendar days before the hearing. Interested persons shall be afforded an opportunity to present their views on the proposed local ordinance either orally or in writing.

After the completion of the public hearing, if the department determines that there is a need for special rules for the water body, the department will propose a local ordinance or changes to a local ordinance. If the department determines there is not a need for the special rules, the department will notify the local subdivision, including specific reasons for the determination. A determination by the department that there is not a need for special rules for a water body maybe appealed to the Natural Resource Commission, by the political subdivision that has water subject to its jurisdiction.

Within 60 calendar days after receiving a proposed special rule, the local governing body requesting the special rule shall inform the department that it approves or disapproves of the proposed local ordinance. If the required information is not received within the time specified, the department shall consider the proposed local ordinance disapproved by the governing body. If the governing body disapproves the proposed local ordinance, or if the 60-day period has elapsed without a reply having been received from the governing body, no further action shall be taken. If the governing body approves the proposed local ordinance, the local ordinance shall be enacted identical in all respects to the local ordinance proposed by the department.

Further information may be obtained by contacting:

Michigan DNR Law Enforcement Division
P.O. Box 30031 Lansing, Michigan 48909-7531
Or call: 517-284-6026

CRITERIA FOR CONSIDERATION WHEN ESTABLISHING A LOCAL WATERCRAFT CONTROL

The department's investigation and inquiry into whether special rules are needed on a particular body of water shall include a consideration of all of the following:

- Whether the activities subject to the proposed special rules pose any issues of safety to life or property.
- The profile of the body of water, including local jurisdiction, size, geographic location, and amount of vessel traffic.
- The current and historical depth of the body of water, including whether there is an established lake level for the body of water.
- Whether any identifiable special problems or conditions exist on the water for the activities subject to the proposed special rules, such as rocks, pier heads, swimming areas, public access sites, shallow waters, and submerged obstacles.
- Whether the proposed special rules would unreasonably interfere with normal navigational traffic.
- Whether user conflicts exist on the body of water.
- Complaints received by local law enforcement agencies regarding activities on the body of water.
- The status of any accidents that have occurred on the body of water.
- Historical uses of the body of water and potential future uses on the body of water.
- Whether the body of water is public or private.
- Whether the existing law adequately regulates the activities subject to the proposed special rules.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES LAW
ENFORCEMENT DIVISION

*Complete

R E S O L U T I O N
WATERCRAFT

WHEREAS, the *Board, County of *
State of Michigan, has become aware that recreational boating and surface water use problems exist on*
.....which was determined by a
public hearing held on (date):2012, at (address):.....
and approved by a majority of the local political subdivision.

WHEREAS, such recreational boating and surface water use problems consist of *
.....and

WHEREAS, Act 451 of the Public Acts of 1994, Part 801, as amended, requires that the Department of
Natural Resources conduct a public hearing and such investigations as are deemed necessary prior to
recommending local watercraft controls on problem waters.

NOW, THEREFORE, BE IT RESOLVED, that the *Board does
hereby request the Department of Natural Resources to hold a public hearing to inquire into the need for
special local watercraft controls on*.....
*Board*Township,
County of *, State of Michigan.

VOTE ON THE RESOLUTION:

Yeas _____
Nays _____
Absent _____

DATE CLERK

I hereby certify the above to be a true and correct transcript of the action taken by the
*Board, Township of
.....County, State of Michigan.

DATE CLERK

TELEPHONE NUMBER ADDRESS

**Public Act 451 of 1994, Part 801, Marine Safety
Sections: 324.80110, 324.80111, 324.80112.**

324.80110 Special rules for vessels, water skis, water sleds, aquaplanes, surfboards, or other similar contrivances; investigations and inquiries; preliminary report; notice of public hearing; presentation of views by interested persons; determination by department; proposal for local ordinance; appeal; "water body" defined.

Sec. 80110. (1) The department may initiate investigations and inquiries into the need for special rules for the use of vessels, water skis, water sleds, aquaplanes, surfboards, or other similar contrivances on any of the waters of this state to assure compatibility of uses and to protect public safety. If the department receives a resolution pursuant to section 80112, the department shall initiate an investigation and inquiry under this subsection.

(2) The department's investigation and inquiry under subsection (1) into whether special rules are needed on a particular water body shall include a consideration of all of the following:

(a) Whether the activities subject to the proposed special rules pose any issues of safety to life or property.

(b) The profile of the water body, including local jurisdiction, size, geographic location, and amount of vessel traffic.

(c) The current and historical depth of the water body, including whether there is an established lake level for the water body.

(d) Whether any identifiable special problems or conditions exist on the water body for the activities subject to the proposed special rules, such as rocks, pier heads, swimming areas, public access sites, shallow waters, and submerged obstacles.

(e) Whether the proposed special rules would unreasonably interfere with normal navigational traffic.

(f) Whether user conflicts exist on the water body.

(g) Complaints received by local law enforcement agencies regarding activities on the water body.

(h) The status of any accidents that have occurred on the water body.

(i) Historical uses of the water body and potential future uses of the water body.

(j) Whether the water body is public or private.

(k) Whether existing law adequately regulates the activities subject to the proposed special rules.

(3) Following completion of the department's investigation and inquiry, the department shall prepare a preliminary report that includes the department's evaluation of the items listed in subsection (2) and the department's preliminary recommendation as to whether special rules are needed for the water body.

(4) Upon preparation of the preliminary report, the department shall provide a copy of the preliminary report to the local political subdivision that has waters subject to its jurisdiction for which the proposed special rules are being considered and shall schedule a public hearing in the vicinity of the water body to gather public input on the preliminary report and the need for special rules. Notice of the public hearing shall be made in a newspaper of general circulation in the area where the water body is located, not less than 10 calendar days before the hearing. At the public hearing, interested persons shall be afforded an opportunity to present their views on the preliminary report and the need for special rules, either orally or in writing.

(5) Within 90 days following the public hearing under subsection (4), if the department determines that there is a need for special rules for the water body, the department shall propose a local ordinance or appropriate changes to a local ordinance. If the department determines that there is not a need for special rules, the department shall notify the political subdivision that has waters subject to its jurisdiction and shall provide the specific reasons for its determination.

(6) A determination by the department that there is not a need for special rules for a water body may be appealed to the commission by the political subdivision that has waters subject to its jurisdiction. The commission shall make the final agency decision on the need for special rules for a water body.

(7) As used in this section, "water body" includes all or a portion of a water body.

History: Add. 1995, Act 58, Imd. Eff. May 24, 1995; -- Am. 2006, Act 237, Imd. Eff. June 26, 2006

324.80111 Proposed local ordinance; submission to governing body; approval or disapproval; enactment; enforcement.

Sec. 80111. A local ordinance proposed pursuant to section 80110 shall be submitted to the governing body of the political subdivision in which the water body subject to the proposed special rules is located. Within 60 calendar days, the governing body shall inform the department that it approves or disapproves of the proposed local ordinance. If the required information is not received within the time specified, the department shall consider the proposed local ordinance disapproved by the governing body. If the governing body disapproves the proposed local ordinance, or if the 60-day period has elapsed without a reply having been received from the governing body, no further action shall be taken. If the governing body approves the proposed local ordinance, the local ordinance shall be enacted identical in all respects to the local ordinance proposed by the department. After the local ordinance is enacted, the local ordinance shall be enforced as provided for in section 80113.

History: Add. 1995, Act 58, Imd. Eff. May 24, 1995; -- Am. 2006, Act 237, Imd. Eff. June 26, 2006

324.80112 Special local ordinances; request for assistance; form; receipt of resolution by department.

Sec. 80112. Local political subdivisions that believe that special local ordinances of the type authorized by this part are needed on waters subject to their jurisdiction shall inform the department and request assistance. All such requests shall be in the form of an official resolution approved by a majority of the governing body of the concerned political subdivision following a public hearing on the resolution. Upon receipt of a resolution under this section, the department shall proceed as required by sections 80110 and 80111.

History: Add. 1995, Act 58, Imd. Eff. May 24, 1995; -- Am. 2006, Act 237, Imd. Eff. June 26, 2006

Village Council

**Village of Spring Lake
Spring Lake, Michigan**

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

RESOLUTION 2019-04

**A RESOLUTION UPDATING NO-WAKE AREAS ON
SPRING LAKE USING GPS COORDINATES**

WHEREAS, the Village of Spring Lake, County of Ottawa, State of Michigan, has become aware that recreational boating and surface water use problems exist on Spring Lake.; and

WHEREAS, such recreational boating and surface water use problems consist of updating the no-wake areas on Spring Lake using GPS Coordinates without changing any currently defined wake areas and

WHEREAS, Act 451 of the Public Acts of 1994, Part 801, as amended, requires that the Department of Natural Resources conduct a public hearing and such investigations as are deemed necessary prior to recommending local watercraft controls on problem waters.

NOW, THEREFORE, BE IT RESOLVED, that the Village Council does hereby request the Department of Natural Resources to hold a public hearing to inquire into the need for special local watercraft controls on Spring Lake.

YES:

NO:

ABSENT:

Resolution declared _____

Dated: 3/18/2019.

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 18th day of March 2019.

Marvin Hinga, Clerk
Village of Spring Lake



2019 BUSINESS RECOGNITION AWARD PROGRAM NOMINATION FORM

Please return to Elizabeth Butler at The Chamber by April 15, 2019

Business Name: _____

Contact: _____ Title: _____

Address: _____

City: _____ State: MI Zip Code: _____

(1) Project/Activity: _____

Guidelines you may use in considering your Nominee as applicable:

(2) Number of Existing Jobs prior to Project/Activity: _____

(3) New Jobs Created due to Project/Activity: _____

(4) Increase in Production/Sales (%): _____

(5) Dollar amount invested in Project/Activity: _____

(6) Community Contributions

(7) Year company was started or purchased: _____

ADDITIONAL INFORMATION AND COMMENTS: _____

PAST AWARD RECIPIENTS

	City of Ferrysburg	City of Grand Haven	G. H. Charter Township	Spring Lake Township	Village of Spring Lake
2017	Comfort Keepers	Westwind Construction	Mancino's Pizza & Grinders	Concept Metals Group	The Front Porch
2016	SD Enterprises	Assisted Living	Lake Trust Credit Union	Shape Corporation	Small Town Sandwich Shop
2015	Johnston Boiler Company	GLASSource	Anlaan Corporation	David C. Bos Homes	Top Butcher Shoppe & BBQ
2014	I'move	Preferred Auto Dealerships	MS Metal Solutions	Supreme Machine Products	521 LLC
2013	Appolonia's	Grand Transformers, Inc.	Commercial manufacturing & Assembly	Active Manufacturing	Old Boys' Brewhouse
2012	Basketball Basics	D. Baker & Son Lumber Co.	Crossroads Blueberry Farm	Falcon Corporation	Village Baker
2011	AAC Credit Union	Biosolutions LLC	Haven Manufacturing, LLC	Spring Lake Country Club	Seven Steps Up
2010	Ferrysburg Wash Center	Brilliance Audio	Reenders Blueberry Farms	Interior Concepts	Mill Point Station
2009	Michigan Pizza Hut	Sweet Temptations	Generation Care	Almond Products	Garrison Dental Solutions
2008	Water Colors Early Childhood Center	Grand Landing, LLC	Wal-Mart Store 5386	Pliant Plastics, Inc.	Carlson Wagonlit Travel
2007	Trillium Banquet Center	Scholten Fant	Macatawa Bank	VanderWall Bros. Concrete	Two Tony's Taverna Grille
2006	de Stool Upholstery	NetShape International	Grand Haven 9	Alcoa Mich. Casting Ctr.	Village Hardware
2005	Leppink's Food Center	Commercial Contractors	Yogi Bear Jellystone Park	Schap Specialty Machines	Five Ten Properties
2004	Ind. Metal Identification	Redeker Ford	Grand Haven Golf Club	Herman Miller, Inc.	Spring Lake Antique Mall
2003	5/3 Bank Ferrysburg	Great Harvest Bread Co.	Bekins Auto Service	B R Metal Products	Peel Brothers, LLC

	City of Ferrysburg	City of Grand Haven	G. H. Charter Township	Spring Lake Township	Village of Spring Lake
2002	Citgo/Exxon Mobil	North Shore Marina	Loftis Machine Company	Grand River Polishing Co.	Avalon Floral LLC
2001	Automotive Advantage	Fredricks Design, Inc	Anderson Technologies Inc.	Oak Crest Manors	Holiday Inn
2000	McKellips & Sons	Grand Haven Plastics	Meijer, Inc.	West Michigan Auto Body	Harbor Steel
1999	Verplank Trucking	Automatic Spring Products	Seaver Industrial Finishing	Sintel, Inc.	HF Hospital for Animals
1998	Keenan Marina	JSJ Corporation	Light Corporation	Counter Point Furniture	Old Boy's Brewhouse, Inc.
1997	Falcon Corporation	N. Ottawa Comm. Hospital	Zelenka Nursery, Inc.	MLP Manufacturing	McDonald's Restaurant
1996	Pine Street Café	The Coffee Grounds	Transfer Tool Systems, Inc.	Keur Industries, Inc.	Idle Hour Restaurant
1995	Tri-City Oil Company	Tri-Cities Family YMCA	Comm. Machining and Assy.	Michigan Brass Division	Fireside Design, Inc.
1994	Advanced Signs, Inc.	Donnelly Corporation	R & P Properties, Inc.	Carroll Bos, Developer	WESCO—Spring Lake
1993	Leppink's Town Center	Finish Company	Gaard, Inc.	Vic's Restaurant and Lounge	FMB Bank (of Spring Lake)
1992	Portenga Manufacturing	Meijer, Inc.	Follen Tool Company	Lakeshore Diversified Prod.	NBD Bank (of Spring Lake)
1991	David C. Bos Const.	Stanco Metal Products	Harbor Industries	Supreme Machined Prod.	Graflex, Inc.
1990	Westwind Construction	Andros, Inc.	Peter Nagel Multi-Spindle	Interior Specialists	Holiday Inn
1989	Construction Aggregates	Eagle Ottawa Leather Co.	Weyburn Bartel, Inc.	Integrated Metal Tech.	Miller Smith Manuf.
1988	Johnston Boiler Co.	G.H. Stamped Products	Harbor Industries	Kysor Medallion	Barrett Boat Works
1987	North Shore Machine Works	Contour Roll Company & Shape Corporations	H & H Enterprises	Meridian, Inc.	Elastodyne

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

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

ORDINANCE NO. 355

**AN ORDINANCE TO AMEND THE CODE OF
ORDINANCES OF THE VILLAGE OF SPRING LAKE BY
ADDING A NEW SECTION WHICH NEW SECTION SHALL
BE DESIGNATED AS SECTION 390-35-1 OF ARTICLE III
OF CHAPTER 390 OF SAID CODE**

THE VILLAGE OF SPRING LAKE ORDAINS:

Section 1. Addition of Section 390-35-1 to Article III of Chapter 390. Section 390-35-1, "Prohibition of Recreational Marihuana Establishments," is added to Article III of Chapter 390, "Zoning," of the Code of Ordinances of the Village of Spring Lake to read as follows:

**§ 390-35-1. PROHIBITION OF RECREATIONAL
MARIHUANA ESTABLISHMENTS.**

- A. Marihuana establishments, as authorized by and defined in the Michigan Regulation and Taxation of Marihuana Act (the "Act"), are prohibited in all zoning districts, and shall not be permitted as home occupations under article V of this chapter.
- B. No use that constitutes or purports to be a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter or any other type of marihuana related business authorized by the Act, that was engaged in prior to the enactment of this Ordinance, shall be deemed to have been a legally established use under the provisions of the Code; that use shall not be entitled to claim legal nonconforming status.
- C. Violations of this section are subject to the violations and penalties pursuant to § 390-216 of this chapter.
- D. This section does not supersede rights and obligations with respect to the transportation of marihuana by marihuana secure transporters through the Village to the extent provided by the Act, and does not supersede rights and the regulations under article V of this chapter with respect to medical marihuana facilities established pursuant to the Michigan Medical Marihuana Act.

Section 2. Effective Date. This ordinance shall be effective on the eighth day following its publication, or such later date as is required to comply with the requirements of Section 402 of Michigan Act 110 of 2006, as amended.

Section 3. Publication. After its adoption, this ordinance or a summary thereof, as permitted by law, shall be published by the Village Clerk in *The Grand Haven Tribune*, a newspaper of general circulation in the Village.

ORDINANCE DECLARED ADOPTED.

Dated: _____, 2019

_____, President

_____, Village Clerk

CERTIFICATION

I, the undersigned duly appointed Village Clerk of the Village of Spring Lake, Ottawa County, Michigan, do hereby certify that the above ordinance, or a summary thereof, was published in *The Grand Haven Tribune*, a newspaper of general circulation in the Village on _____, 2019, and that such ordinance was entered with the Ordinance Book of the Village on _____, 2019.

Dated: _____, 2019

_____, Village Clerk

**Michigan Municipal League Workers' Compensation Fund
Ten Year Rate Comparison**

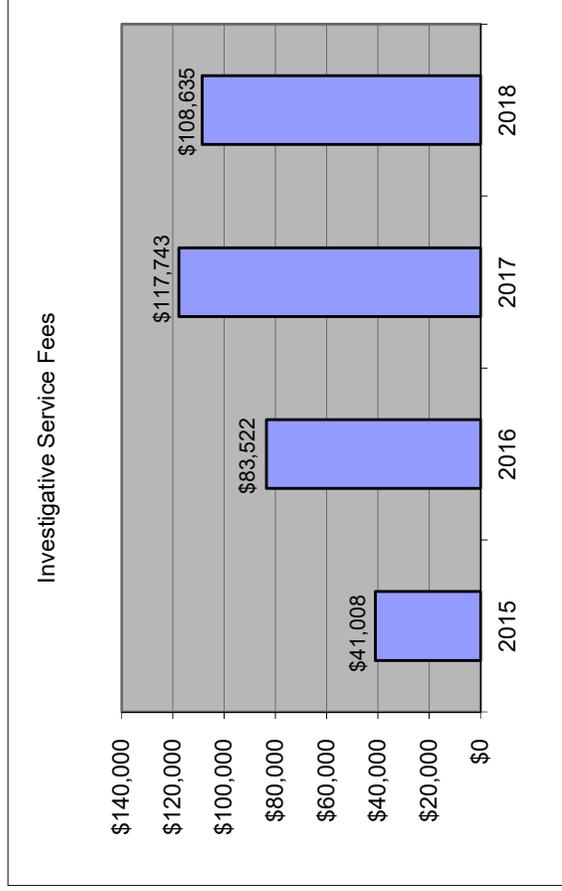
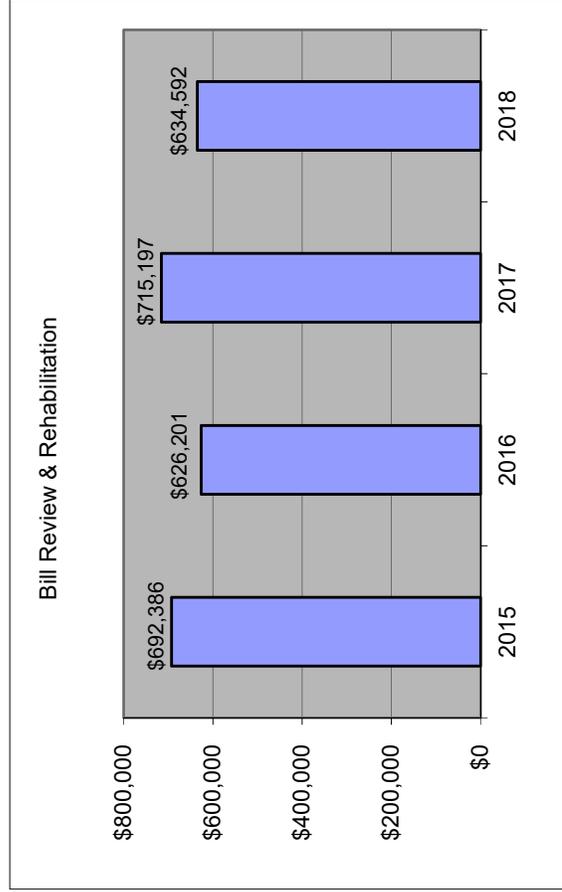
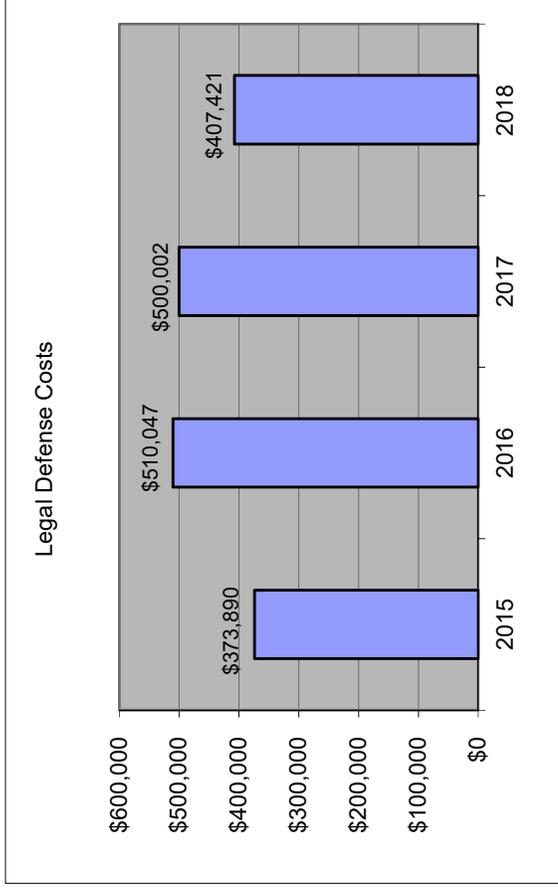
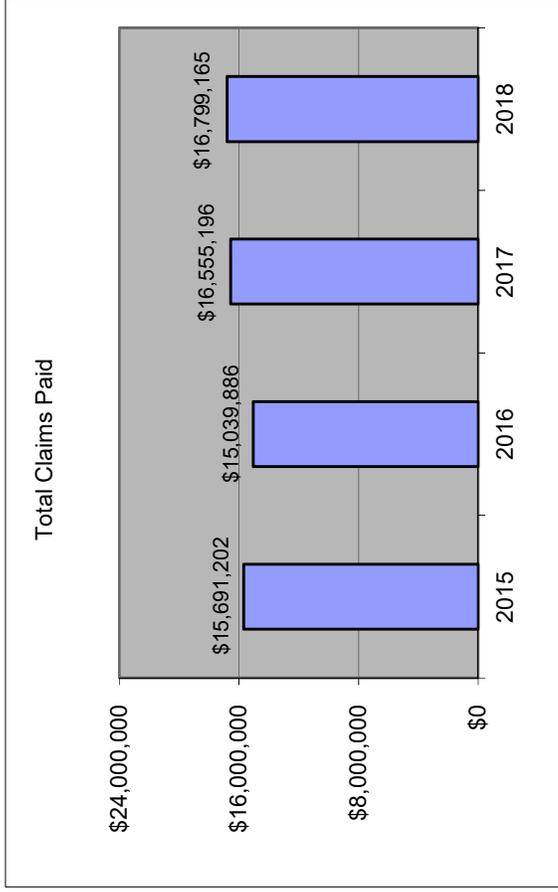
Class Code	Class Description	FY 2019/20 Rate	FY 2018/19 Rate	FY 2017/18 Rate	FY 2016/17 Rate	FY 2015/16 Rate	FY 2014/15 Rate	FY 2013/14 Rate	FY 2012/13 Rate	FY 2011/12 Rate	FY 2010/11 Rate
0042	Landscaping	\$3.93	\$4.03	\$4.03	\$4.01	\$3.78	\$3.57	\$3.35	\$3.18	\$2.76	\$2.74
0106	Tree Pruning	\$6.66	\$7.01	\$7.19	\$7.33	\$7.08	\$6.85	\$6.59	\$6.41	\$6.12	\$6.07
5192	Parking Meters	\$4.21	\$4.32	\$4.32	\$4.29	\$4.14	\$4.01	\$3.86	\$3.75	\$3.58	\$3.55
5221	Concrete Work	\$7.14	\$7.33	\$7.33	\$7.29	\$7.04	\$6.81	\$6.55	\$6.37	\$6.08	\$6.03
5403	Carpentry	\$12.92	\$13.25	\$13.24	\$13.16	\$12.71	\$12.30	\$11.83	\$11.50	\$10.98	\$10.90
5476	Painting	\$8.56	\$8.78	\$8.78	\$8.73	\$8.43	\$8.16	\$7.85	\$7.63	\$7.28	\$7.22
5509	Street Operations	\$7.23	\$7.42	\$7.42	\$7.38	\$7.13	\$6.73	\$6.32	\$6.00	\$5.59	\$5.55
6217	Landfill	\$4.55	\$4.67	\$4.67	\$4.64	\$4.48	\$4.34	\$4.28	\$4.27	\$4.18	\$4.25
6834	Marina Operations	\$3.24	\$3.41	\$3.50	\$3.57	\$3.54	\$3.51	\$3.46	\$3.45	\$3.29	\$3.26
7333	Dredging	\$7.54	\$7.74	\$7.74	\$7.69	\$7.43	\$7.19	\$6.92	\$6.73	\$6.43	\$6.38
7380	Drivers & Ambulance Drivers/Attend.	\$3.56	\$3.65	\$3.74	\$3.81	\$3.78	\$3.85	\$3.80	\$3.89	\$3.81	\$3.88
7382	Transit Authority/Dial-A-Ride Drivers	\$4.44	\$4.67	\$4.79	\$4.88	\$4.71	\$4.56	\$4.39	\$4.27	\$4.08	\$4.05
7423	Airport Operations	\$2.48	\$2.54	\$2.54	\$2.52	\$2.43	\$2.35	\$2.32	\$2.31	\$2.26	\$2.30
7520	Water Operations	\$3.67	\$3.76	\$3.76	\$3.74	\$3.61	\$3.49	\$3.36	\$3.35	\$3.20	\$3.18
7539	Electric Distribution	\$2.34	\$2.40	\$2.40	\$2.39	\$2.37	\$2.29	\$2.32	\$2.37	\$2.32	\$2.30
7580	Sewer Operations	\$1.88	\$2.03	\$2.19	\$2.29	\$2.33	\$2.31	\$2.28	\$2.22	\$2.12	\$2.05
7590	Incineration/Recycling Operations	\$4.31	\$4.42	\$4.53	\$4.62	\$4.58	\$4.55	\$4.49	\$4.48	\$4.39	\$4.36
7610	Radio/TV	\$0.51	\$0.52	\$0.52	\$0.52	\$0.50	\$0.50	\$0.49	\$0.49	\$0.47	\$0.47
7704-1	Firefighters	\$4.35	\$4.35	\$4.35	\$4.22	\$4.08	\$3.95	\$3.80	\$3.70	\$3.62	\$3.59
7704-2	Volunteer/On-Call Firefighters	\$7.70	\$7.90	\$7.90	\$7.85	\$7.58	\$7.34	\$7.06	\$6.87	\$6.25	\$5.77
7704-3	Public Safety	\$3.02	\$3.10	\$3.10	\$3.08	\$2.98	\$2.88	\$2.77	\$2.63	\$2.51	\$2.49
7720-1	Police Officers	\$2.77	\$2.84	\$2.84	\$2.82	\$2.72	\$2.63	\$2.53	\$2.46	\$2.35	\$2.33
7720-2	Volunteer Police Officers	\$2.87	\$3.02	\$3.10	\$3.16	\$3.13	\$3.11	\$3.07	\$3.06	\$2.92	\$2.90
8395	Garage Operations	\$3.31	\$3.40	\$3.40	\$3.38	\$3.35	\$3.24	\$3.12	\$3.03	\$2.89	\$2.87
8601	Architects	\$1.18	\$1.21	\$1.21	\$1.20	\$1.16	\$1.12	\$1.08	\$1.05	\$1.00	\$0.99
8742	Salespersons-Outside	\$0.45	\$0.46	\$0.46	\$0.46	\$0.44	\$0.43	\$0.41	\$0.40	\$0.38	\$0.38
8810-1	Clerical-Office	\$0.44	\$0.45	\$0.45	\$0.45	\$0.43	\$0.43	\$0.42	\$0.42	\$0.41	\$0.41
8810-2	Elected Officials	\$0.23	\$0.24	\$0.24	\$0.24	\$0.23	\$0.22	\$0.21	\$0.20	\$0.19	\$0.19
8810-3	Libraries & Museums: Prof/Clerical	\$0.30	\$0.30	\$0.30	\$0.30	\$0.28	\$0.27	\$0.26	\$0.25	\$0.24	\$0.24
8820	Attorneys/Judges	\$0.31	\$0.32	\$0.32	\$0.32	\$0.31	\$0.30	\$0.29	\$0.28	\$0.27	\$0.27
8829	Extended Care Facility	\$6.41	\$6.58	\$6.58	\$6.71	\$6.65	\$6.60	\$6.51	\$6.49	\$6.36	\$6.31
8831	Animal Shelters	\$4.67	\$4.67	\$4.24	\$3.92	\$3.52	\$3.17	\$2.84	\$2.69	\$2.51	\$2.43
8832	Physicians	\$0.25	\$0.26	\$0.26	\$0.26	\$0.25	\$0.24	\$0.23	\$0.22	\$0.21	\$0.21
8833	Hospital Professionals	\$1.85	\$1.90	\$1.95	\$1.99	\$1.97	\$1.96	\$1.89	\$1.84	\$1.76	\$1.70
8835	Public Health	\$3.59	\$3.78	\$3.88	\$3.96	\$3.92	\$3.89	\$3.74	\$3.46	\$3.15	\$2.78
8868	Schools-Professionals	\$0.27	\$0.28	\$0.28	\$0.28	\$0.27	\$0.26	\$0.25	\$0.24	\$0.23	\$0.23

**Michigan Municipal League Workers' Compensation Fund
Ten Year Rate Comparison**

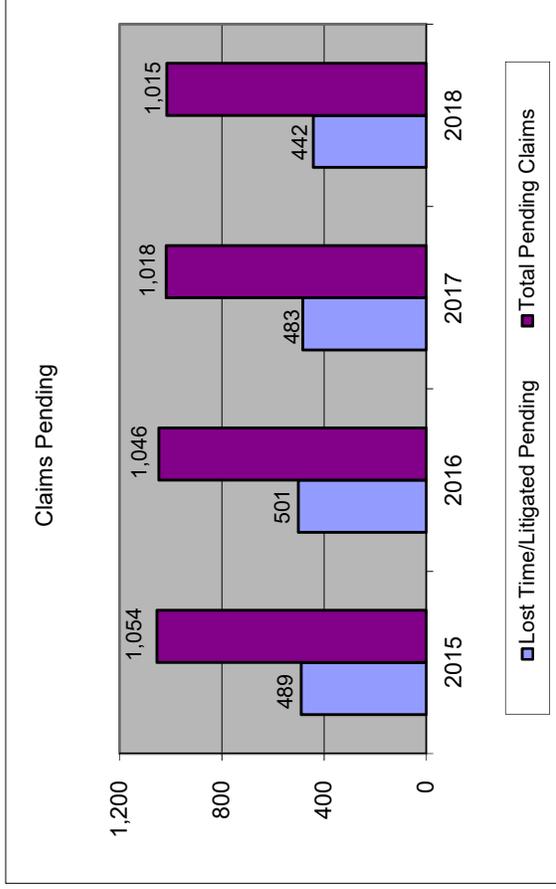
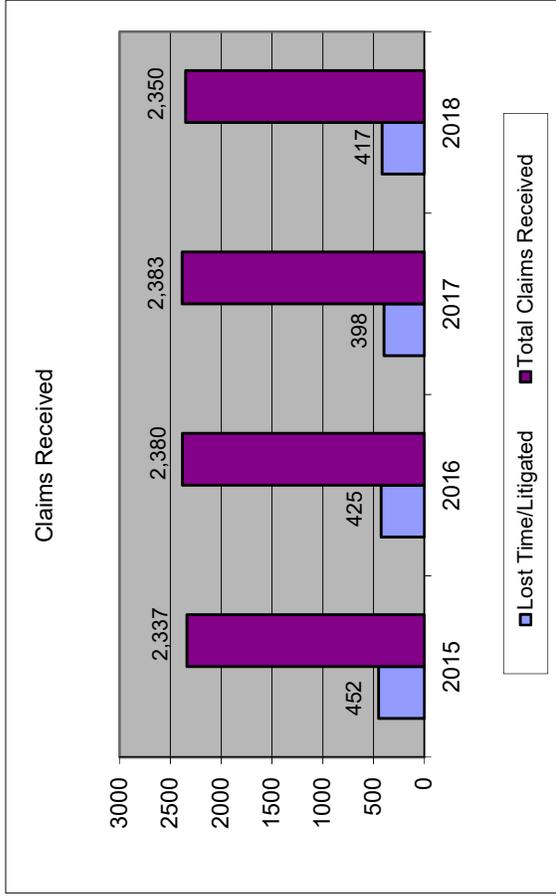
Class Code	Class Description	FY 2019/20 Rate	FY 2018/19 Rate	FY 2017/18 Rate	FY 2016/17 Rate	FY 2015/16 Rate	FY 2014/15 Rate	FY 2013/14 Rate	FY 2012/13 Rate	FY 2011/12 Rate	FY 2010/11 Rate
9015	Building Operations	\$4.36	\$4.36	\$4.25	\$4.12	\$3.88	\$3.66	\$3.52	\$3.42	\$3.19	\$3.17
9016	Ice Rinks	\$1.53	\$1.57	\$1.57	\$1.56	\$1.55	\$1.54	\$1.52	\$1.52	\$1.49	\$1.48
9033	Housing Authorities	\$2.49	\$2.55	\$2.55	\$2.53	\$2.51	\$2.49	\$2.46	\$2.45	\$2.40	\$2.38
9040	Hospital Non-Professionals	\$16.08	\$16.50	\$16.49	\$15.99	\$14.71	\$13.89	\$13.03	\$12.36	\$11.51	\$10.88
9060	Municipal Golf Courses	\$1.60	\$1.68	\$1.72	\$1.75	\$1.73	\$1.67	\$1.61	\$1.57	\$1.50	\$1.45
9063	YMCA	\$1.25	\$1.28	\$1.28	\$1.27	\$1.23	\$1.19	\$1.14	\$1.11	\$1.06	\$1.05
9079	Restaurant Operations	\$1.67	\$1.76	\$1.80	\$1.84	\$1.82	\$1.81	\$1.79	\$1.79	\$1.75	\$1.74
9102	Parks & Recreation	\$2.95	\$3.03	\$3.03	\$3.01	\$2.91	\$2.82	\$2.71	\$2.64	\$2.52	\$2.50
9103	Crossing Guards	\$3.78	\$3.88	\$3.78	\$3.76	\$3.63	\$3.43	\$3.30	\$3.21	\$3.06	\$3.04
9104	Lifeguards	\$1.75	\$1.80	\$1.85	\$1.89	\$1.87	\$1.86	\$1.83	\$1.83	\$1.79	\$1.82
9156	Theater-Entertainers	\$0.92	\$0.94	\$0.94	\$0.93	\$0.90	\$0.87	\$0.84	\$0.82	\$0.78	\$0.77
9180	Snow Equipment Operators	\$7.03	\$6.87	\$6.39	\$5.77	\$5.07	\$4.79	\$4.61	\$4.48	\$4.28	\$4.25
9220	Cemetery Operations	\$3.35	\$3.53	\$3.62	\$3.60	\$3.48	\$3.37	\$3.24	\$3.15	\$3.01	\$2.99
9402	Street Cleaning	\$3.59	\$3.68	\$3.77	\$3.75	\$3.62	\$3.50	\$3.37	\$3.28	\$3.13	\$3.11
9403	Refuse Collection	\$6.61	\$6.96	\$7.14	\$7.28	\$7.03	\$6.80	\$6.54	\$6.52	\$6.38	\$6.33
9410	Municipal Employees	\$0.82	\$0.89	\$0.94	\$0.98	\$1.00	\$1.02	\$1.03	\$1.05	\$1.06	\$1.11

Average Rate Change From Prior Year -2.40% -0.04% 0.6% 3.10% 3.20% 3.70% 2.50% 4.6% 1.1% -0.20%

Michigan Municipal League Workers' Compensation Fund
 Calendar Year 2018 Claims Comparison



Michigan Municipal League Workers' Compensation Fund
 Calendar Year 2018 Claims Comparison





Recreational Marihuana Proposition



michigan municipal league

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where you live.

This paper is being provided by the Michigan Municipal League (MML) to assist its member communities.

The MML Legal Defense Fund authorized its preparation by Kalamazoo City Attorney Clyde Robinson. The document does not constitute legal advice and the material is provided as information only. All references should be independently confirmed.

The spelling of “marihuana” in this paper is the one used in the Michigan statutes and is the equivalent of “marijuana.”

Other resources

The Michigan Municipal League has compiled numerous resource materials on medical marihuana and is building its resources on recreational marihuana. They are available via the MML web site at:
www.mml.org/resources/information/mi-med-marihuana.html

Introduction

This paper is intended to provide municipal attorneys and their clients an idea of what to expect and the issues to be addressed, given the adoption by Michigan voters of Initiated Law 1 of 2018 generally legalizing marihuana on November 6, 2018. The scope of this paper will outline the provisions of the initiated statute and address some of the practical consequences for municipalities while raising concerns that local governmental officials should be prepared to confront. It is assumed that the reader has a working knowledge of both the Michigan Medical Marihuana Act (MMMA), MCL 333.26421 *et seq.*, and in particular the Michigan Marihuana Facilities Licensing Act (MMFLA), MCL 333.27101 *et seq.*

While the initiated law, titled the Michigan Regulation and Taxation of Marihuana Act (MRTMA), uses some of the same terms found in the MMFLA, the language between the two Acts is not consistent. This circumstance alone, as well as other features of the initiated statute, requires a thoughtful and thorough review of the language adopted by Michigan voters and its potential impact at the local municipal level.

At its core, the MRTMA authorizes the possession and nonmedical use of marihuana by individuals 21 years of age and older, while establishing a regulatory framework to control the commercial production and distribution of marihuana outside of the medical context. While the regulatory scheme of the MRTMA is similar to that of the MMFLA, it also differs in significant ways.



When would the proposed law become effective if approved?

Under the provisions of Article II, § 9 of the Michigan Constitution, an initiated law takes effect 10 days after the official declaration of the vote. The State Board of Canvassers met on November 26 and certified the November 6 election results, so the effective date of the law will be December 6, 2018. The immediate effect of the law authorizes individuals age 21 and older to openly possess a small amount of marihuana and marihuana concentrate on their person, and possess and grow a larger amount of marihuana at their residence. Given the relatively short period to adjust to the change in the legal status of marihuana in Michigan, law enforcement officers should be provided training in advance of this change in the law so as to avoid claims of false arrest and allegations of Fourth Amendment unlawful search violations. This becomes particularly acute for law enforcement agencies that use drug-sniffing dogs that were trained to detect marihuana. Those animals will likely have to be retired from service as they cannot be relied upon to provide probable cause to support a search. Additionally, officers will have to deal with how to handle marihuana discovered in the course of a search incident to an arrest for another offense.

Another constitutional feature of a voter-initiated law is that it can only be amended by a vote of the electors or by $\frac{3}{4}$ vote of each house of the Legislature. This likely makes amending the statute difficult, but not impossible, as the MMMA has been amended at least twice since its adoption by the voters in 2008.

As for the actual licensure of businesses authorized to grow, process, and sell recreational marihuana, the Act requires that the Michigan Department of Licensing and Regulatory Affairs (LARA) begin accepting applications for state-issued licenses no later than a year after the effective date of the law and issue the appropriate license or notice of rejection within 90 days. (MRTMA § 9) Unlike the MMFLA, there is not a specific licensing board created to review and grant recreational marihuana establishment licenses. Given the deliberate speed of LARA and the Medical Marihuana Licensing Board in processing and authorizing licenses under the MMFLA, it is an open question whether the statutory deadline will be met. If it can't, then

the burden of licensing recreational marihuana establishments will fall to local municipalities, because the MRTMA specifically provides that if LARA does not timely promulgate rules or accept or process applications, "beginning one year after the effective date of this act," an applicant may seek licensure directly from the municipality where the marihuana business will be located. (MRTMA § 16)

Under this scenario, a municipality has 90 days after receipt of an application to issue a license or deny licensure. Grounds for denial of a license are limited to an applicant not being in compliance with an ordinance whose provisions are not "unreasonably impracticable," or a LARA rule issued pursuant to the MRTMA. If a municipality issues a license under these circumstances, it must notify LARA that a municipal license has been issued. The holder of a municipally-issued license is not subject to LARA regulation during the one-year term of the license; in other words, the municipality becomes the sole licensing and regulatory body for recreational marihuana businesses in the community in this circumstance. Any ordinance seeking to regulate recreational marihuana businesses should be drafted with the potential for this circumstance in mind.

What does the initiated statute seek to do?

The purposes actually stated in the MRTMA are many and varied. In addition to legalizing the recreational use of marihuana by persons 21 years and older, the statute 1) legalizes industrial hemp (cannabis with a THC concentration not exceeding 0.3 percent), and 2) licenses, regulates, and taxes the businesses involved in the commercial production and distribution of nonmedical marihuana. According to Section 2 of the statute, the intent of the law is to:

- prevent arrest and penalty for personal possession and cultivation of marihuana by adults 21 years of age and older;
- remove the commercial production and distribution of marihuana from the illicit market;
- prevent revenue generated from commerce and marihuana from going to criminal enterprises or gangs;
- prevent the distribution of marihuana to persons under 21 years of age;

- prevent the diversion of marihuana to illicit markets;
- ensure the safety of marihuana and marihuana infused products; and
- ensure the security of marihuana establishments.

Whether the MRTMA will actually live up to all of these intentions is open to question as many of the areas mentioned are not directly addressed in the law. For instance, since the establishments that will be authorized to grow, process, and sell recreational marihuana will not be licensed until early 2020, how is it that individuals can lawfully obtain and possess marihuana upon the effective date of the Act?

What the statute permits

Under Section 5 of the MRTMA, persons 21 years of age and older are specifically permitted to:

- possess, use, consume, purchase, transport, or process 2.5 ounces or less of marihuana, of which not more than 15 grams (0.53 oz.) may be in the form of marihuana concentrate;
- within a person's residence, possess, store, and process not more than a) 10 ounces of marihuana; b) any marihuana produced by marihuana plants cultivated on the premises; and c) for one's personal use, cultivate up to 12 plants at any one time, on one's premises;
- give away or otherwise transfer, without remuneration, up to 2.5 ounces of marihuana except that not more than 15 g of marihuana may be in the form of marihuana concentrate, to a person 21 years of age or older as long as the transfer is not advertised or promoted to the public (registered medical marihuana caregivers and patients will be able to "give away" marihuana to non-patients);
- assist another person who is 21 years of age or more in any of the acts described above; and
- use, manufacture, possess, and purchase marihuana accessories and distribute or sell marihuana accessories to persons who are 21 years of age and older.

Although not a direct concern of municipalities, law enforcement and social service agencies need to be cognizant that the Act specifically provides that "a person shall not be denied custody of or visitation with the minor for conduct that is permitted by the Act, unless the person's behavior such that it creates an unreasonable danger to the minor they can be clearly articulated and substantiated." MRTMA § 5. Exactly what this phrase means will likely be a source of litigation in the family division of the circuit courts.

The possession limits under the MRTMA are the most generous in the nation. Most other states that have legalized marihuana permit possession of only one ounce of usable marihuana, 3.5g to 7g of concentrate, limit the number of plants to six, and do not permit possession of an extra amount within one's residence. An additional concern arises as to how these limits will be applied. It will be asserted that the limits are per every individual age 21 or older who resides at the premises. So, the statutory permissible possessory amounts are ostensibly doubled for a married couple and quadrupled or more for a group of college students or an extended family sharing a residence. While this same concern is also present under the MMMA, the quantity of marihuana permitted to be possessed under the MMMA is significantly less than under the MRTMA, and lawful possessors (patients and caregivers) are required to be registered with the State.

What is "Not Authorized" under the statute

The initiated law does not set forth outright prohibitions, but instead cleverly explains what the "act does not authorize." Specifically, under the terms of Section 4 of the MRTMA, one is not authorized to:

- operate while under the influence of marihuana or consume marihuana while operating a motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat, or smoke marihuana while in the passenger area of the vehicle on a public way;
- transfer marihuana or marihuana accessories to a person under the age of 21;

- process, consume, purchase, or otherwise obtain, cultivate, process, transport, or sell marihuana if under the age of 21;
- separate plant resin by butane extraction or other method that utilizes a substance with the flashpoint below 100° Fahrenheit in any public place motor vehicle or within the curtilage of any residential structure (This prohibition is broader than the one limited solely to butane extraction found in the MMMA.);
- consume marihuana in a public place or smoke marihuana where prohibited by a person who owns occupies or manages property; however, a public place does not include an area designated for consumption within the municipality that has authorized consumption in a designated area not accessible to persons under 21 years of age;
- cultivate marihuana plants if plants are visible from a public place without the use of binoculars, aircraft, or other optical aids; or; outside of an enclosed area equipped with locks or other functioning security devices that restrict access;
- possess marihuana accessories or possess or consume marihuana on the grounds of a public or private school where children attend preschool, kindergarten, or grades one through 12; in a school bus; or on the grounds of any correctional facility; and
- possess more than 2.5 ounces of marihuana within a person's place of residence unless any excess marihuana is stored in a container or area equipped with locks or other functioning security devices that restrict access to the contents of the container or area.

MRTMA § 4.5 then provides that “All other laws inconsistent with this act do not apply to conduct that is permitted by this act.” This general statement does not provide for a total repeal of existing marihuana laws, but its lack of specificity to other statutes being impacted, something that the Legislative Service Bureau helps the Legislature avoid, may portend problems in its application.

Differences in terminology between statutes addressing medical and recreational marihuana

The MRTMA does not neatly fit with the MMMA. It provides at Section 4.2 that it “does not limit any privileges, rights, immunities or defenses of a person as provided” by the MMMA. This raises the question whether registered patients and caregivers may lawfully possess marihuana exceeding the amounts permitted under the MMMA. However, this may become a moot point, since in all probability, once the commercial provisions of the MRTMA are fully in operation, the number of registered patients and caregivers under the MMMA could reasonably be expected to drop significantly, as its practical application would largely be limited to registered patients under the age of 21 and their caregivers.

Additionally, the MRTMA references the MMFLA at several places. In addition to the “does not limit” language referenced above, the statute at § 9.6 provides that for the first 24 months after LARA begins accepting applications for marihuana establishment licenses, only those persons holding a MMFLA license may apply for a retailer, processor, class B or class C grower, or secure transporter license issued under the MRTMA. And § 8.3(c), is broadly worded so as to preclude LARA from promulgating rules which prohibit a recreational marihuana establishment from operating at a shared location with a licensed medical marihuana facility.

The lack of consistency between the statute addressing medical marihuana and the recreational marihuana statute is reflected in the following chart.

Key Differences between Medical Marihuana and Proposed Recreational Marihuana Statutes

	MMFLA	MMMA	Proposed MRTMA
Grower Limits			
Class A	500 plant limit		100 plant limit (limited to Michigan residents for first two years)
Class B	1000 plant limit		500 plant limit
Class C	1500 plant limit; stackable		2000 plant limit; not clear if stackable
Microbusiness	-----		150 plant limit (limited to Michigan residents for first two years)
Secure Transporter	Required to move marihuana between licensed facilities; may move money		No specific requirement to use; no authority to transport money
Compliance with Marihuana Tracking Act	Required		No reference or requirement
Plant Resin Separation	-----	Butane extraction prohibited in a public place, motor vehicle, or inside a residence or within curtilage of a residential structure or in a reckless manner	Butane extraction or another method that utilizes a substance with a flashpoint below 100° F prohibited in a public place, motor vehicle, or within curtilage of any residential structure
Possession Limits			
Registered Patient (18 years and older, but can be less than 18)		2.5 oz. useable marihuana and 12 plants*	
Registered Caregiver (five patient limit)		2.5 oz. useable marihuana and 12 plants per patient*	

Key Differences between Medical Marihuana and Proposed Recreational Marihuana Statutes

	MMFLA	MMMA	Proposed MRTMA
Possession Limits			
Other Persons (21 years and older under MRTMA)		Not permitted	(a) 2.5 oz. of marihuana, of which not more than 15 grams may be concentrate; (b) 10 oz. secured within one's residence; (c) any amount produced by plants cultivated on the premises; and (d) 12 plants
Inconsistent Terms			
Licensed marihuana businesses	marihuana facility		marihuana establishment
Equipment to grow, process or use marihuana	paraphernalia		marihuana accessories
Business that sells marihuana	provisioning center		marihuana retailer
Certain parts of marihuana plant	Usable marihuana and usable marihuana equivalencies		Term not used
Marihuana-infused products	Excludes products consumed by smoking; exempts products from food law		Does not exclude products consumed by smoking or provide food law exemption
Enclosed, locked facility		Specifically defined to address a structure, an outdoor grow area, and motor vehicles	Container or area within a person's residence equipped with locks or other functioning security device that restricts access to the area or container's contents
Limitations on scope of local regulation	Purity, pricing or conflict with MMFLA or LARA rules		"Unreasonably Impracticable" or conflict with MRTMA or LARA rules

Key Differences between Medical Marihuana and Proposed Recreational Marihuana Statutes

	MMFLA	MMMA	Proposed MRTMA
Inconsistent Terms			
Property rights	License is a revocable privilege, not a property right; facilities subject to inspection and examination without a warrant		Not addressed
Zoning	Municipalities specifically authorized to zone, but growers limited to industrial, agricultural or unzoned areas	Municipalities may not limit caregiver operations to residential districts as a “home occupation” Deruiter v Byron Twp. (July 2018) and Ypsilanti Twp. v. Pontius (Oct. 2018)	Municipal regulation limited to: (a) reasonable sign restrictions; (b) time, place and manner of operation of marihuana establishments and the production, manufacture, sale and display of marihuana accessories; and (c) authorizing sale of marihuana for consumption in designated areas or at special events
License eligibility			
Elected officials and governmental employees	Not eligible		Not addressed
Felony or controlled substance felony within past 10 years or misdemeanor conviction for controlled substance violation or dishonesty theft or fraud within past five years	Not eligible		A prior conviction for a marihuana-related offense does not disqualify an individual unless offense involved distribution of a controlled substance to a minor
Taxation	3 percent on gross retail receipts of provisioning centers		10 percent on sales price for marihuana sold or transferred by marihuana retailers and micro businesses

*Under § 8 of the MMMA a patient and patient's caregiver may also collectively possess a quantity of marihuana that is not more than reasonably necessary to ensure an uninterrupted availability of marihuana for the purpose of treatment.

There also appears to be some inconsistency within the MRTMA itself. Section 6.1 permits a municipality to “completely prohibit or limit the number of (recreational) marihuana establishments within its boundaries.” However, §6.5 provides that a municipality may not prohibit a recreational marihuana grower, processor, and retailer from: 1) operating within a single facility; or 2) *“operating at a location shared with a marihuana facility operating pursuant to the (MMFLA).”* (Emphasis supplied) The italicized phrase has been interpreted by some marihuana advocates as precluding a community that opted in to the MMFLA from opting out of the MRTMA since to do so would prevent recreational establishments from co-locating in a medical marihuana facility, which is prohibited. However, this argument overlooks the clear grant of authority at §6.1 permitting a municipality by either legislative action or initiative ballot from completely prohibiting recreational marihuana establishments. The real concern with §6 is for those communities that permit both recreational and medical marihuana businesses. The plain language at §6.5 seemingly permits the more intensive grower (which under the MMFLA is restricted to industrial, agricultural or unzoned areas) and processing operations to share a location with marihuana businesses more conducive to being located in commercial or office zoning districts. A legislative fix may be needed to clarify that only analogous medical and recreational marihuana businesses can be co-located.

What may a municipality do?

Unlike the MMFLA, where municipalities must “opt in,” under the MRTMA, a municipality must “opt out.” The proposed statute permits a municipality to “completely prohibit” or “limit the number of marihuana establishments.” Given the language used in Section 6 of the MRTMA, a municipality should not rely upon prior ordinances or resolutions adopted in response to the MMFLA, but should affirmatively opt out of the MRTMA or limit the number of marihuana establishments by ordinance, not by resolution. Further, petitions containing the signatures of qualified electors of the municipality in an amount greater than five percent of votes cast for governor in the most recent gubernatorial election, may initiate an ordinance to completely prohibit or provide for the number of marihuana establishments within the municipality.

The initiative language in the MRTMA is problematic. Given the wording, it cannot be assumed that voters can initiate an ordinance to “opt in” should the local governing body choose to exempt the municipality from the Act. Rather, the initiative options are either to “completely prohibit” or “limit the number” of marihuana establishments. It is an open question whether the initiative authority to provide for the number of establishments could be an avenue for voters to override the local governing body's action to “opt out” of the statute. Additionally, the vague wording of the statute leaves it open to question as to whether an initiative providing for the number of marihuana establishments must (or should) set forth proposed numbers or limits for each separate type of marihuana establishment or whether the limit on establishments is collective in nature. Logic would favor the former, but the statute is not precise.

Not opting out of the recreational marihuana statute will impact existing medical marihuana facilities in a municipality because for the first 24 months of the Act, only persons holding a MMFLA license (in any community where such is permitted) may apply for a recreational retailer, class B or C grower, or secure transporter license under the MRTMA unless after the first 12 months of accepting applications LARA determines that additional recreational marihuana establishment licenses are needed. MRTMA §9.6.

A municipality choosing not to opt out of the MRTMA may adopt certain other ordinances addressing recreational marihuana and recreational marihuana establishments provided that they “are not unreasonably impractical” and do not conflict with the Act or any rule promulgated pursuant to the Act. The statutory definition of the redundant term “unreasonably impracticable,” found at Section 3(u), almost begs to be litigated. As defined by the initiated statute, the term means:

“that the measures necessary to comply with the rules or ordinances adopted pursuant to this act subject licensees to unreasonable risk or require such a high investment of money, time, or any other resource or asset that a reasonably prudent business person would not operate the marihuana establishment.”

Unfortunately, given that the possession, cultivation, processing, and sale of marihuana remains a crime under federal law, how does one assess an “unreasonable risk” or determine what constitutes such a high investment of time or money so as to deter a reasonably prudent business person from going forward? Further, does this definition remove the judicial deference and presumption of reasonableness that accompanies ordinances? The term “unreasonably impractical” was taken directly from Colorado law, and as of this writing, it does not appear to have been construed by an appellate court in that State. As an aside, would “reasonably impracticable” regulations be acceptable?

Specifically, an ordinance may establish reasonable restrictions on public signs related to marihuana establishments; regulate the time, place, and manner of operation of marihuana establishments, as well as the production, manufacture, sale, or display of marihuana accessories; and, authorize the sale of marihuana for consumption in designated areas that are not accessible to persons under 21 years of age or special events in limited areas and for a limited time. A violation of ordinances regulating marihuana establishments is limited to a civil fine of not more than \$500. MRTMA § 6.2.

However, some of these regulatory authorizations are problematic. For instance, the ability to establish reasonable restrictions on public signs related to recreational marihuana, being content-based, likely runs afoul of the holding in *Reed v. Town of Gilbert*, 135 S.Ct. 2218 (2015). Further, the MRTMA does not, unlike the MMFLA, specifically authorize a municipality to exercise its zoning powers to

regulate the location of marihuana establishments. Rather, the MRTMA authorizes ordinances that “regulate the time, place, and manner of operation of marihuana establishments.”

The use of the time, place, and manner First Amendment test on the ability of government to regulate speech is ill-suited and inappropriate to the licensure and regulation of local businesses. One cannot help but believe that the choice of the time, place, and manner language was an intentional effort so as to permit marihuana establishments to heavily borrow from established legal precedent that largely circumscribes the ability of governmental authorities to restrict speech. Specifically, valid time, place, and manner type of restrictions must:

1. be content neutral;
2. be narrowly tailored to serve a significant governmental interest; and
3. leave open ample alternative channels for communication.

Ward v. Rock Against Racism, 491 U.S. 781, 791 (1989) citing *Clark v. Community for Creative Non-Violence*, 468 U.S. 288, 293 (1984)

The above formulation is not consistent with Michigan zoning law doctrine, which, although subject to the due process and equal protection guarantees of the Fourteenth Amendment, generally requires that there be a reasonable governmental interest being advanced by the regulation. See *Charter Township of Delta v. Dinolfo*, 419 Mich 253, 268 (1984). To this end, the only clear reference to the zoning power in the MRTMA is the grant to municipalities to reduce the separation distance between marihuana establishments and pre-existing public and private schools providing K-12 education from 1000’ to a lesser distance.

A municipality’s ability to authorize designated areas and special events for the consumption marihuana holds the potential to give rise to specialty businesses such as in California where restaurants make marihuana-infused food and drinks available to diners.

Section 6.5 of the MRTMA specifically precludes a municipality from prohibiting the transportation of marihuana through the municipality, even though it has otherwise opted out.

If a municipality limits the number of establishments that may be licensed, and such limitation prevents LARA from issuing a state license to all applicants who otherwise meet the requirements for the issuance of a license, the MRTMA provides that “the municipality shall decide among the competing applications by competitive process intended to select applicants who are best suited to operate in compliance with the act within the municipality.” MRTMA § 9.4. This provision presents the Pandora’s Box which confronted municipalities that attempted to cap the number of licenses issued under the MMFLA. Any competitive process that seeks to determine who is “best suited” inherently has a subjective component that may expose the municipality to legal challenges based on alleged due process violations by the municipality from unsuccessful applicants asserting that the process employed was unfair on its face or unfairly administered. While there may be good reasons to limit the number of recreational marijuana establishments, any community that chooses to do so should be prepared to defend itself from challenges by unsuccessful applicants.

A municipality may adopt an ordinance requiring that marijuana establishments located within its boundaries obtain a municipally-issued marijuana establishment license; but, the annual fee for such a license is limited to \$5,000 and any qualifications for licensure may not conflict with the MRTMA or rules promulgated by LARA pursuant to the Act.

What limitations on the State are applicable to municipalities?

According to the statute, a State rule may not be unreasonably impracticable, or limit the number of any of the various types of license that may be granted, or require a customer to provide a retailer with identifying information other than to determine a customer’s age or acquire personal information other than that typically required in a retail transaction or preclude the co-location of a marijuana establishment with a licensed medical facility. MRTMA §8.3.

The State is required to issue a license under the Act if the municipality does not notify LARA that the proposed establishment is not in compliance with a local ordinance and if the proposed location is not within an area “zoned exclusively for residential use and not within 1000 feet of a pre-existing public or private school providing K-12 education.” A municipality is authorized to reduce the 1000’ separation from a school requirement. MRTMA §9.3.

Additionally, the grounds for disqualifying a license applicant based on a prior controlled substance conviction is much reduced under the MRTMA than under the MMFLA. An applicant for a medical marijuana facilities license is disqualified if they have any of the following:

- a felony conviction or release from incarceration for a felony within the past 10 years;
- a controlled substance-related felony conviction within the past 10 years; or
- a misdemeanor conviction involving a controlled substance, theft, dishonesty, or fraud within the past five years.

In contrast, under the MRTMA any prior conviction solely for a marijuana offense does not disqualify or affect eligibility for licensure unless the offense involved distribution to a minor. Thus, persons convicted of trafficking in large amounts of marijuana would be eligible for a municipal marijuana establishment license. MRTMA §8.1(c).

Additionally, LARA is precluded from issuing a rule and municipalities may not adopt an ordinance requiring a customer to provide a marijuana retailer with any information other than identification to determine the customer’s age. MRTMA §8.3(b). In this regard, the MRTMA provides an affirmative defense to marijuana retailers who sell or otherwise transfer marijuana to a person under 21 years of age if the retailer reasonably verified that the recipient appeared to be 21 years of age or older by means of government issued photographic identification containing a date of birth. MRTMA §10.2.

There are also limitations on holding ownership interests in different types of facilities. Owners of a safety compliance facility or secure transporter may not hold an ownership interest in a grower, or processor, or retailer, or microbusiness establishment. The owner of a microbusiness may not hold an interest in a grower, or processor, or retailer, safety compliance, or secure transporter

establishment. And a person may not hold an interest in more than five marihuana growers or more than one microbusiness, unless after January 1, 2023 LARA issues a rule permitting otherwise. MRTMA §9.3.

Finally, for the first 24 months after LARA begins accepting applications for licensure, only persons who are residents of Michigan may apply for a Class A grower or microbusiness license and to be eligible for all other licenses, persons must hold a State operating license pursuant to the MMFLA. MRTMA §9.6.

What if the State fails to act in a timely fashion?

If the State does not timely promulgate rules (despite the Act not providing when those must be issued) or accept or process applications within 12 months after the effective date of the Act, an applicant may submit an application for a recreational marihuana establishment directly to the municipality where the business will be located. MRTMA §16. A municipality must issue a license to the applicant within 90 days after receipt of the application unless the municipality determines that the applicant is not in compliance with an ordinance or rule adopted pursuant to the Act. If a municipality issues a license, it must notify the department that the license has been issued. That municipal license will have the same force and effect as a State license but the holder will not be subject to regulation or enforcement by the State during the municipal license term. It is unclear whether, if the State puts in place a licensing system during the term of a municipal license, the establishment can be required to seek State licensure or is merely required to renew the license with the municipality.

Municipality as an employer or landlord

The MRTMA does not require that an employer permit or accommodate conduct otherwise allowed by the Act in the workplace or on the employer's property. The Act does not prohibit an employer from disciplining an employee for violation of a workplace drug policy or for working while under the influence of marihuana. Nor does the Act prevent an employer from refusing to hire a person because of that person's violation of a workplace drug policy. MRTMA §4.3. In this regard, the statute appears to codify the holding of *Casias v. Wal-Mart Stores, Inc.*, 764 F Supp 2d 914 (WD Mich 2011) *aff'd*, 695 F3d 428 (6th Cir 2012) permitting a private employer to discharge an employee who as a registered patient under the MMMA used marihuana outside of work hours, was not under the influence while at work, but tested positive after suffering an injury while at work. However, note should be taken that in *Braska v. Challenge Manufacturing Co.*, 307 Mich App 340; 861 NW2d 289 (2014) the Court determined that under the terms of the MMMA, employees discharged from employment solely on the basis of positive drug tests for marihuana were not disqualified from receiving unemployment benefits.

In the event that a municipality has created a housing commission, or otherwise provides housing or otherwise leases property and therefore acts as a landlord, the MRTMA permits the lessor of property to prohibit or otherwise regulate the consumption, cultivation, distribution, processing, sale, or display of marihuana and marihuana accessories on leased property, except that a lease agreement may not prohibit a tenant from lawfully possessing and consuming marihuana by means other than smoking. MRTMA §4.4.



Municipal share of Marihuana Excise Tax Fund

Under the terms of the MMFLA, municipalities (cities, villages, and townships) in which a medical marihuana facility is located get a *pro rata* share of 25 percent of a medical marihuana excise fund created by the imposition of a 3 percent tax on gross retail sales at provisioning centers. However, under the terms of the MMFLA, if a law authorizing the recreational or nonmedical use of marihuana is enacted, the tax on medical marihuana sales sunsets 90 days following the effective date of the new law. MCL 333.27601. Thus by early March 2019, the excise tax just beginning to be collected by provisioning centers under the MMFLA will be repealed.

The MRTMA seeks to fill the gap created by the loss of the 3 percent excise tax under the MMFLA by creating marihuana regulation fund through the imposition of a 10 percent excise tax (which would be in addition to the 6 percent sales tax) on the sales price of marihuana sold or otherwise transferred by a marihuana retailer or microbusiness to anyone other than another marihuana establishment. However, the sale to be allocated to municipalities is reduced to 15 percent and before any money is provided to cities, villages, and townships in which a marihuana retail store or microbusiness is located, the State is made whole for its implementation, administration, and enforcement of the Act—and until 2022 or for at least two years, \$20 million from the fund must be annually provided to one or more clinical trials approved by the FDA that are researching the efficacy of marihuana in the treatment of U.S. armed services veterans and preventing veteran suicide. MRTMA §14.

The net effect for municipalities could result in more money under the MRTMA than under the MMFLA. This is because: a) the tax rate levied is over three times higher under the MRTMA (10 percent v. 3 percent); b) there is a larger pool of potential consumers (registered patients and caregivers v. all persons aged 21 and older); and c) the allocation to municipalities under the MRTMA is based on the number of marihuana retail stores and micro businesses as opposed to all types of marihuana facilities under the MMFLA. However, if a municipality does not permit recreational

marihuana retail establishments, it will not receive any revenue under the MRTMA, but will still have to deal with the social consequences of marihuana use.

The following table illustrates the differences between the two statutory approaches based on assumption of \$1 billion in annual gross sales, State regulatory expenses being recouped by applicable fees, and a municipality having one percent of the total number of medical marihuana facilities or recreational retail businesses.

	MMFLA	MRTMA
Annual Gross Retail Sales	\$1,000,000,000	\$1,000,000,000
Applicable Excise Tax Rate	3 percent	10 percent
Amount of Excise Tax Fund	\$30,000,000	\$100,000,000
Less Allocation for Veterans' Health Research until 2022	$\frac{0}{\$30,000,000}$	$\frac{-\$20,000,000}{\$80,000,000}$
Percentage Allocated to Municipalities	25 percent	15 percent
Amount Available for Municipalities	\$7,500,000	\$12,000,000
1 percent of facilities or retail establishments in municipality	\$75,000	\$120,000

Seemingly to convince voters to approve the MRTMA, 35 percent of the marihuana regulation fund will be allocated to the school aid fund for K-12 education and another 35 percent to the Michigan transportation fund for the repair and maintenance of roads and bridges. Unlike the MMFLA, which allocated 15 percent split equally (5 percent each) between county sheriffs where a marihuana facility was located, the Commission on Law Enforcement Standards for Officer Training, and to the State Police, there is no allocation directly to law enforcement purposes under the MRTMA.

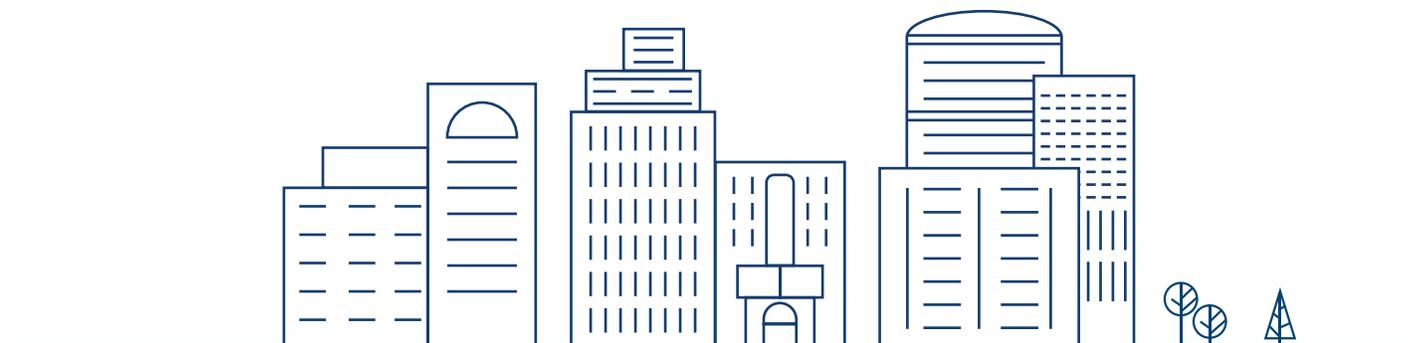
Conclusion

As challenging as it was for municipalities to come to grips with medical marihuana regulation under the MMFLA, the difficulties posed by the proposed MRTMA regarding recreational marihuana are likely to be significantly greater. Under the MMFLA, many municipalities took a “wait and see” position on the issue of broad commercialization of medical marihuana, which only required that the governing body of the municipality do nothing. And for those municipalities that chose to “opt in,” the MMFLA granted them a great deal of regulatory discretion, which some representatives of the marihuana industry have called “onerous” [Langwith, “Local Overreach”, 97 Mich B J 36, 37 (August 2018)], so as to reasonably safeguard the public safety, health, and welfare.

The MRTMA on the other hand, requires a municipality to affirmatively take legislative action to “opt out” of regulating recreational marihuana commercial enterprises. For those municipalities that choose to permit recreational marihuana establishments to exist in the community, the regulatory framework is much more circumscribed than under the MMFLA, and is certainly more likely to raise legal issues. Fortunately, commercialization of recreational marihuana is at least a year away, and by that time the State regulatory framework for medical marihuana will have been in place for nearly two years.

Apart from the commercialization of recreational marihuana, municipal law enforcement officials and officers will be required to know the new rules surrounding “legalized” marihuana within days of the election. At a minimum, county and municipal prosecutors should be ready to provide training on the law in early November. It is also likely that defendants who committed marihuana offenses prior to November 6 will seek dismissal of those charges given the approval of the ballot proposal. Several county prosecutors have been reported as being willing to dismiss pending marihuana possession charges issued before the election if the alleged conduct falls within the scope of the initiated law.

In the meantime, municipal attorneys would be well-advised to read through the initiated statute more than once and be prepared to advise their clients of the significant ramifications of legalized marihuana on local governmental and social services.





michigan municipal league

Christine Burns

From: Steven Kempker <skempker@miottawa.org>
Sent: Friday, February 1, 2019 2:41 PM
To: Christine Burns
Subject: News Article

<https://www.hollandsentinel.com/news/20190131/hundreds-of-michigan-communities-ban-marijuana-businesses>

GINSTER LAW OFFICE, PLC

THOMAS A. GINSTER
e-mail: ginster@lawyer.com

TEL: (616) 754-5303
FAX: (616) 754-5306

203 S. LAFAYETTE ST.
POST OFFICE BOX 106
GREENVILLE, MI 48838

2 March 2019

Mark Powers
Village President
Village of Spring Lake
102 W Savidge Street
Spring Lake, MI 49456

Re: Appeal of FOIA Denial

Dear Mr. Powers and Members of Council,

I represent Corinna Gainey. On my client's behalf, I am appealing the denial of her Freedom of Information Act ("FOIA") request filed with the Village on 6 February 2019. A copy of her request and denial is attached.

Ms. Gainey's FOIA request seeks "[a]ll emails and text message communication on Village Manager Chris Burn's city [sic] issued phone & email address regarding James Freed. Whether referencing (Mr. Freed) by name or content in regards to him." Mr. Freed is another City Manager in the State of Michigan.

The basis of the Village's denial is that the above described records are not "public records" within the contemplation of the FOIA. The denial acknowledges that there are a "limited number of emails or texts between Ms. Burns and representatives of the MML (Michigan Municipal League), ICMA (International City Managers Association) and public employees with other governmental units."

In its written policy, the Village "acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request." Under FOIA, a "public record" is a writing prepared, owned, used, in the possession of, or retained by a public body *in the performance of an official function*, from the time it is created." (Emphasis added) The issue is thus whether the above referenced emails and text messages are personal or "public records." To be sure, it's my understanding that the Village is not relying on the FOIA's so-called "privacy exemption" under MCL 15.243(1)(e) or any other exemption. (The privacy exemption provides in part that public records may be exempt from disclosure where they contain "[i]nformation of a personal nature if public disclosure of the information would constitute an unwanted invasion of an individual's privacy.") Instead, again, the Village's position is that the e-mails and text messages are not "public records."

I had the privilege of discussing this issue with your very capable Village Attorney, Jeff Sluggett. Mr. Sluggett directed me to read a 2010 decision from the Michigan Court of Appeals, *Howell Education Association v. Howell Board of Education*, 287 Mich App 228 (2010). The decision in *Howell* is a narrow one. In that case, the court held that FOIA "was not intended to render all personal e-mails public records simply because they are captured by the (school district's) computer system's digital memory." Likewise, the permitted (or non-permitted) use

1 March 2019

of government office equipment (e.g., Village issued computer and cell phone) during business hours, may contribute to a finding of performance of an official function, but by itself, does not automatically render personal communications public records. *Id.*, at 239. Ultimately, the content of the messages themselves determine whether the communication is of a personal nature or in furtherance of the public's business.

Therefore, before you decide whether the requested communications are personal or public records, I am sure you and Mr. Sluggett would agree that it requires the Council to make a content-driven analysis of the requested communications. An examination of the content and subject matter of the e-mails and text messages would be similar to the *in camera* inspection that the Ottawa County Circuit Court would undertake in making this determination.

Again, the Village's denial acknowledges the communications were sent to and received by representatives of the Michigan Municipal League, International City Manager's Association and public employees. I respectfully submit that any suggestion that "the performance of an official function" by a public official does not extend beyond the Village borders, is misplaced. Notably, it's my understanding that Ms. Burns has enjoyed a leadership role in the above referenced organizations and the Village pays her annual dues. To state the obvious, the very reason that Ms. Burns has a professional relationship with their members, other municipal managers, is due to her membership, regular communication, attendance and participation at MML and ICMA conferences and training seminars.

My client would agree that the definition of "public record" does not encompass communications of a purely private or personal nature. However, in all communications with her public colleagues and the above referenced associations, Ms. Burns acts as an agent for the Village in her professional capacity. Regular interaction and communication with the MML, ICMA and its members is an integral part of the Manager's official duties. Disclosure of the communications with these officials adds to the public's knowledge of the activities she undertakes in performance of her duties.

Finally, in making an analysis of the information sought, I would encourage Ms. Burns as designated FOIA coordinator to recuse herself from that discussion. Section 1 of the Village of Spring Lake FOIA Procedures and Guidelines designates the Village Attorney, not the Village Manager, as the FOIA Coordinator.

On behalf of my client, I thank you for your prompt and thoughtful consideration of this appeal.

Sincerely,



Thomas A. Ginster

Enclosures

Copies to: Jeff Sluggett, Esq.

Ms. Gainey (w/enclosures)

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

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

FEB 07 2019

Received

Request Form
Note: Requestors are not required to use this form. The Village may complete one for recordkeeping if not used.

FOIA Request for Public Records
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ Date Received: _____ Check if received via: Email Fax Other Electronic Method

Date delivered to junk/spam folder: _____

(Please Print or Type)

Date discovered in junk/spam folder: _____

Name	Corinna Gainer	Phone	831-710-1386
Firm/Organization	Ginster Law Office, PLC	Fax	616-754-5306
Street	2516 N. Musson Rd	Email	Corinna.johnson@gmail.com
City	Stanton, MI 48888	State	Zip

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

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

Note: The Village is not required to provide records in a digital format or on digital media if the Village does not already have the technological capability to do so.

Describe the public record(s) as specifically as possible. You may use this form or attach additional sheets:

All emails and text messages communication on Village Manager, Chris Burns, City issued phone and email address regarding James Freed. Whether referencing my clients by name or content in regards to him.

Consent to Non-Statutory Extension of Village's Response Time

I have requested a copy of records or a subscription to records or the opportunity to inspect records, pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq. I understand that the Village must respond to this request within five (5) business days after receiving it, and that response may include taking a 10-business day extension. However, I hereby agree and stipulate to extend the Village's response time for this request until: _____ (month, day, year).

Requestor's Signature *Corinna Gainer*

Date 2/6/2019
(Complete both sides)

provide copy of both sides, along with Public Summary, to requestor at no charge.

102 West Savidge Street
Spring Lake, MI 49456

Phone: (616) 842-1393

Notice of Denial of FOIA Request

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

Request No.: 1 Date Received: 02-06-19 Check if received via Email Fax Other Electronic Method

Date of This Notice: 02-26-19 Date delivered to junk/spam folder: _____

(Please Print or Type) Date discovered in junk/spam folder: _____

Name	Corinna Gainey	Phone 831-710-1386
Firm/Organization	Ginster Law Office, PLC	Fax 616-754-5306
Street	2516 N. Musson Road	Email corinna.johnson@gmail.com
City	Stanton	State MI Zip 48888

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

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

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

All emails & text message communication on Village Manager, Chris Burns' City-issued phone & email address regarding James Freed. Whether referencing my clients by name or content in regards to him.

C) All OR C) Pan of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact at Jeff Sluggott @ 616-965-9341

Reason for Denial:

- C) 1. Exempt from Disclosure: This Item is exempt from disclosure under FOIA Section 13, because: _____
1. Our response only goes to that portion of the FOIA request that does not involve matters available on the listservs as it is the Village's understanding, based on Ms. Johnson's email of 2/12/19, that she was withdrawing that portion of her request involving records contained on listservs which Mr. Freed has independent access to. If this is incorrect, please advise us immediately.
 2. FOIA authorizes a person to seek and obtain copies of public records. A "public record" as defined in the FOIA, as records prepared, owned, used, in the possession of or retained by a public body in the performance of an official function.
 3. The only records in the Village's possession which would be responsive to the FOIA request are a limited number of emails ^{texts} between Ms. Burns and representatives of the MML, ICMA or public employees with other governmental units. None are "public records" as set forth under Michigan law, and it is only public records that are subject to disclosure under FOIA. Accordingly, your request is denied as no public record meeting the parameters of your request exist.

D 2. Record Does Not Exist: This item does not exist under the name provided in your request or by another name reasonably known to the Village. A certificate that the public record does not exist under the name given is attached. If you believe this record does exist, provide a description that will enable us to locate the record:

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

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

Notice of Requestor's Right to Seek Judicial Review

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

Signature of FOIA Coordinator:

Christine Burns

Date: 02-26-19

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.
sec. 10.

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

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

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

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

(a) Reverse the disclosure denial.

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

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

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

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

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

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

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

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

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



Since 1911

Ottawa County Road Commission
14110 Lakeshore Drive
Grand Haven, Michigan 49417
(616) 842-5400
info@ottawacorc.com

MEMORANDUM OF UNDERSTANDING

To: Grand Haven – Spring Lake Sewer Authority

From: Pat Staskiewicz

Date: February 15, 2019

Re: \$2.5 million Grant

Gordon Gallagher, Spring Lake Township Manager, has made several attempts to obtain grant funding over the last two years to assist the Township and Sewer Authority pay for a portion of the 2018 Wastewater Treatment and Collection System Improvements Project (Project). During the recent lame duck session of the Michigan Legislature, Gordon made another attempt and requested \$0.5 million for the Township. During the discussions, the Headworks Project, which benefits everyone, was also discussed. Gordon was pleased to learn that he was successful in obtaining a \$2.5 million grant as a direct appropriation. It was unclear exactly how the grant was supposed to be allocated, so the parties have discussed and agreed to the following as a plan to manage the grant funds.

Grant Requirements

Spring Lake Township will receive \$2.5 million, along with the reporting requirements. Spring Lake Township will send the money to the OCRC and it will be deposited into the Project construction account. The OCRC will use this money to make the first \$2.0 million-in payments for Contract 1, Wastewater Plant Improvements, which is also known as the Headworks project, and the first \$0.5 million in payments for Contract 3, Horizontal Directional Drill – Grand River Crossing. The pay estimates will be provided to Spring Lake Township, along with any other documentation needed to comply with the grant.

Bond Contract

The bond contract allows us to use surplus bond money to extend, enlarge or improve the treatment plant or to make principal and interest payments on the debt. However, the bond contract requires that the Project be complete before we can declare a surplus. The latest completion date for the five contracts is June 1, 2020. Therefore, the January 1, 2021 debt payment will be the first opportunity to use this surplus, provided there are no delays to the Projects.

Seventh Amendment to Restated Contract

The parties recently updated the operating contract with the Seventh Amendment to Restated Contract. The seventh amendment describes the rate making process that will take place annually to support the required debt payments. This is the contract that should be amended to account for the agreement reached between the parties on the allocation of the grant funds.

The following is a description of how the parties have directed the County to distribute the grant funds.

After the Project is complete and a surplus has been declared, the County will use \$2.5 million of the surplus funds to make principal and interest payments in accordance with the following schedule. Spring Lake Township will receive a \$0.5 million credit towards the Spring Lake Lift Station and Force Main Project

debt payments. The remaining \$2.0 million will be credited to each of the municipalities for their share of the Headworks Project debt payments. The Authority may also decide to use some or all the \$2.0 million towards other improvements at the Plant. Please see the attached spreadsheet for the projected allocation of the grant by municipality.

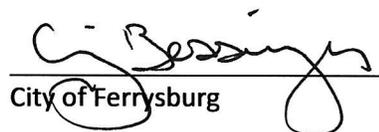
The following agree to the general outline of this agreement, which will be incorporated into the 8th Amendment to the Restated Agreement.


2/20/19
Grand Haven City


2/20/19
Spring Lake Township


2/20/19
Grand Haven Township


02/20/19
Spring Lake Village


2-20-19
City of Ferrysburg


2-20-19
Grand Haven/Spring Lake Sewer Authority


2-20-19
Ottawa County Road Commission

Grand Haven/Spring Lake Sewer Authority
\$2.5 Million Grant Allocation

Year	Projected Wastewater flow by community (gallons)						Actual Annual Debt			Estimated Debt Rate	
	Spring Lake Township	Spring Lake Village	Ferrysburg	Grand Haven Township	Grand Haven City	System Total	SL Division Street Pump Station Improvements and Force Main	Headworks Improvements	SL Division Street Pump Station Improvements and Force Main	Headworks Improvements	
2019	285,523,782	77,129,271	76,023,600	108,238,200	533,800,373	1,080,715,227	\$ 337,539.86	\$ 338,358.91	\$ 0.92	\$ 0.27	
2020	286,951,401	77,129,271	76,023,600	110,944,155	533,533,473	1,084,581,900	\$ 338,028.99	\$ 338,849.23	\$ 0.92	\$ 0.27	
2021	288,386,158	77,129,271	76,023,600	113,717,759	533,266,706	1,088,523,495	\$ 337,750.81	\$ 338,570.38	\$ 0.92	\$ 0.27	
2022	289,828,089	77,129,271	76,023,600	116,560,703	533,266,706	1,092,808,369	\$ 337,101.74	\$ 337,919.73	\$ 0.92	\$ 0.27	
2023	291,277,230	77,129,271	76,023,600	119,474,721	533,266,706	1,097,171,527	\$ 337,936.26	\$ 338,756.28	\$ 0.92	\$ 0.27	
2024	292,733,616	77,129,271	76,023,600	122,461,589	533,266,706	1,101,614,782	\$ 338,307.16	\$ 339,128.08	\$ 0.92	\$ 0.27	
2025	294,197,284	77,129,271	76,023,600	125,523,128	533,266,706	1,106,139,989	\$ 337,333.55	\$ 338,152.10	\$ 0.92	\$ 0.27	
2026	295,668,270	77,129,271	76,023,600	128,661,207	533,266,706	1,110,749,054	\$ 337,055.38	\$ 337,873.25	\$ 0.92	\$ 0.27	
2027	297,146,612	77,129,271	76,023,600	131,877,737	533,266,706	1,115,443,926	\$ 338,168.08	\$ 338,988.65	\$ 0.92	\$ 0.27	
2028	298,632,345	77,129,271	76,023,600	135,174,680	533,266,706	1,120,226,602	\$ 336,869.93	\$ 337,687.35	\$ 0.92	\$ 0.27	
2029	300,125,506	77,129,271	76,023,600	138,554,047	533,266,706	1,125,099,131	\$ 337,667.36	\$ 338,486.72	\$ 0.92	\$ 0.27	
2030	301,626,134	77,129,271	76,023,600	142,017,898	533,266,706	1,130,063,609	\$ 337,815.72	\$ 338,635.44	\$ 0.92	\$ 0.27	
2031	303,134,265	77,129,271	76,023,600	145,568,346	533,266,706	1,135,122,188	\$ 337,593.18	\$ 338,412.36	\$ 0.92	\$ 0.27	
2032	304,649,936	77,129,271	76,023,600	149,207,555	533,266,706	1,140,277,068	\$ 336,999.74	\$ 337,817.48	\$ 0.92	\$ 0.27	
2033	306,173,186	77,129,271	76,023,600	152,937,743	533,266,706	1,145,530,506	\$ 337,889.90	\$ 338,709.80	\$ 0.92	\$ 0.27	
2034	307,704,051	77,129,271	76,023,600	156,761,187	533,266,706	1,150,884,816	\$ 338,334.98	\$ 339,155.96	\$ 0.92	\$ 0.27	
2035	309,242,572	77,129,271	76,023,600	160,680,217	533,266,706	1,156,342,366	\$ 338,334.98	\$ 339,155.96	\$ 0.92	\$ 0.27	
2036	310,788,785	77,129,271	76,023,600	164,697,222	533,266,706	1,161,905,584	\$ 337,889.90	\$ 338,709.80	\$ 0.92	\$ 0.27	
2037	312,342,729	77,129,271	76,023,600	168,814,653	533,266,706	1,167,576,958	\$ 336,999.74	\$ 337,817.48	\$ 0.92	\$ 0.27	
2038	313,904,442	77,129,271	76,023,600	172,933,730	533,266,706	1,173,257,749	\$ 337,519.00	\$ 338,338.00	\$ 0.92	\$ 0.27	

Grand Haven/Spring Lake Sewer Authority
\$2.5 Million Grant Allocation

Estimated Sewer Billings					Estimated Grant Credits					Year			
Spring Lake Township - FM/LS	Spring Lake Township - Headworks	Spring Lake Village - Headworks	Ferrysburg - Headworks	Grand Haven Township - Headworks	Grand Haven City - Headworks	Spring Lake Township - FM/LS	Spring Lake Township - Headworks	Spring Lake Village - Headworks	Ferrysburg - Headworks	Grand Haven Township - Headworks	Grand Haven City - Headworks	Subtotal - \$2.0 M Grant Used	2019
\$ 263,995.29	\$ 77,091.42	\$ 20,824.90	\$ 20,526.37	\$ 29,954.92	\$ 144,054.04								2020
\$ 265,315.27	\$ 77,864.26	\$ 20,824.90	\$ 20,526.37	\$ 30,703.79	\$ 143,982.01	\$ 265,315.27	\$ 77,864.26	\$ 20,824.90	\$ 20,526.37	\$ 30,703.79	\$ 143,982.01	\$ 293,901.34	2021
\$ 266,641.84	\$ 78,253.58	\$ 20,824.90	\$ 20,526.37	\$ 31,471.39	\$ 143,982.01	\$ 234,684.73	\$ 78,253.58	\$ 20,824.90	\$ 20,526.37	\$ 31,471.39	\$ 143,982.01	\$ 295,058.26	2022
\$ 267,975.05	\$ 78,644.85	\$ 20,824.90	\$ 20,526.37	\$ 32,258.17	\$ 143,982.01		\$ 78,644.85	\$ 20,824.90	\$ 20,526.37	\$ 32,258.17	\$ 143,982.01	\$ 296,236.31	2023
\$ 269,314.93	\$ 79,038.08	\$ 20,824.90	\$ 20,526.37	\$ 33,064.63	\$ 143,982.01		\$ 79,038.08	\$ 20,824.90	\$ 20,526.37	\$ 33,064.63	\$ 143,982.01	\$ 297,435.99	2024
\$ 270,661.50	\$ 79,433.27	\$ 20,824.90	\$ 20,526.37	\$ 33,891.24	\$ 143,982.01		\$ 79,433.27	\$ 20,824.90	\$ 20,526.37	\$ 33,891.24	\$ 143,982.01	\$ 298,657.80	2025
\$ 272,014.81	\$ 79,830.43	\$ 20,824.90	\$ 20,526.37	\$ 34,738.53	\$ 143,982.01		\$ 79,830.43	\$ 20,824.90	\$ 20,526.37	\$ 34,738.53	\$ 143,982.01	\$ 299,902.24	2026
\$ 273,374.88	\$ 80,229.59	\$ 20,824.90	\$ 20,526.37	\$ 35,606.99	\$ 143,982.01		\$ 58,288.96	\$ 15,129.86	\$ 14,912.96	\$ 25,869.44	\$ 104,606.83	\$ 218,808.05	2027
\$ 274,741.76	\$ 80,630.73	\$ 20,824.90	\$ 20,526.37	\$ 36,497.16	\$ 143,982.01								2028
\$ 276,115.47	\$ 81,033.89	\$ 20,824.90	\$ 20,526.37	\$ 37,409.59	\$ 143,982.01								2029
\$ 277,496.04	\$ 81,439.06	\$ 20,824.90	\$ 20,526.37	\$ 38,344.83	\$ 143,982.01								2030
\$ 278,883.52	\$ 81,846.25	\$ 20,824.90	\$ 20,526.37	\$ 39,303.45	\$ 143,982.01								2031
\$ 280,277.94	\$ 82,255.48	\$ 20,824.90	\$ 20,526.37	\$ 40,286.04	\$ 143,982.01								2032
\$ 281,679.33	\$ 82,666.76	\$ 20,824.90	\$ 20,526.37	\$ 41,293.19	\$ 143,982.01								2033
\$ 283,087.73	\$ 83,080.09	\$ 20,824.90	\$ 20,526.37	\$ 42,325.52	\$ 143,982.01								2034
\$ 284,503.17	\$ 83,495.49	\$ 20,824.90	\$ 20,526.37	\$ 43,383.66	\$ 143,982.01								2035
\$ 285,925.68	\$ 83,912.97	\$ 20,824.90	\$ 20,526.37	\$ 44,468.25	\$ 143,982.01								2036
\$ 287,355.31	\$ 84,332.54	\$ 20,824.90	\$ 20,526.37	\$ 45,579.96	\$ 143,982.01								2037
\$ 288,792.09	\$ 84,754.20	\$ 20,824.90	\$ 20,526.37	\$ 46,692.11	\$ 143,982.01								2038
						\$ 500,000.00	\$ 531,353.44	\$ 140,079.27	\$ 138,071.20	\$ 221,997.20	\$ 968,498.89	\$ 2,000,000.00	
						SL Twp Total	\$ 1,031,353.44						



Cutler Street Water Main

"TEAM - "Together Everyone Achieves More"

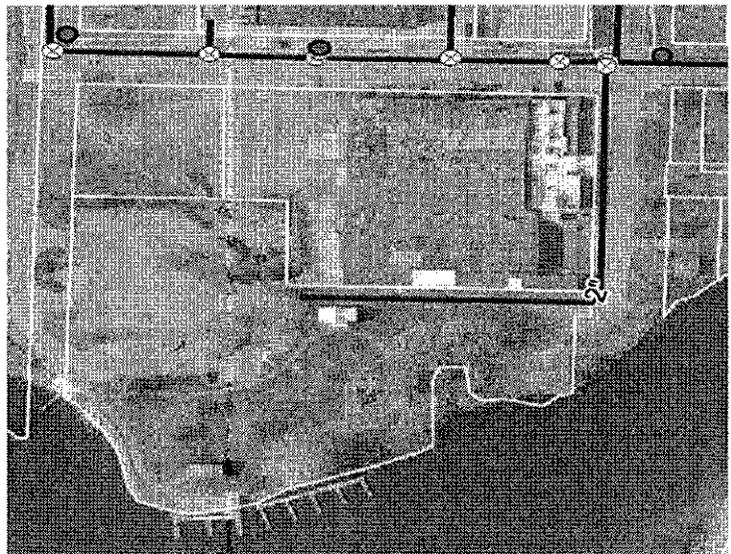
South Cutler Street is approximately 400 LF and contains all the typical utilities, water, sewer, storm sewer, gas and electric. Knowing that the force main project will require a complete street rebuild other Village major utilities in the street were evaluated.

Cutler St. currently has a two-inch galvanized water main which is connected to five water services which includes Mill Point park restrooms and irrigation system. The water main is a dead end and does not have a hydrant for flushing purposes. Given the age, undersize and saving the force main project offers consideration was given to updating the water main.

Taking advantage of the street removal and reconstruction allows the Water Department to install the water main without having to pay the cost of removal and replacement of a road surface.

Both six and eight inch water main was evaluated. West Michigan Dirtworks is the contractor performing the underground work for the force main project. Dirtworks was asked to provide two estimates for installation of six inch and eight inch water main. Engineering estimates were also obtained from Prein & Newhof. Engineers determined that six inch would be adequate.

6" Water Main	\$33,589.84	(8" \$42,575.05)
C/E Design, Permit Prep.	\$2,900.00	
C/E Construction Inspection	<u>\$2,400.00</u>	
Sub Total	\$38,889.84	
Contingency/ Permit 20%	\$7,778.00	
Total Project Estimate	\$46,667.80	



Water main 6" option

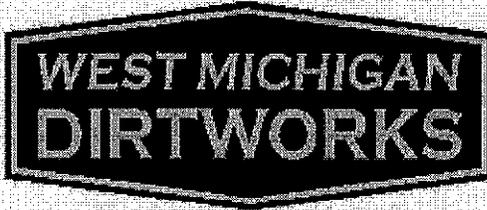
Change Order 1

Owner: Village of Spring Lake
 Project Title: Cutler Street Utility Improvements Force Main, Contract 4
 Date: 19-Nov-18 Project #: 2180607

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Exploratory Digging on Exchange	1	Lsum	6,908.93	6,908.93
2	Remove Manhole	2	Ea	1,169.00	2,338.00
3	8 inch Sanitary Sewer	448	Ft	129.94	58,213.12
4	4 ft Dia. Sanitary Manhole	4	Ea	6,024.63	24,098.52
5	8 x 8 x 6 Wye	2	Ea	174.49	348.98
6	6 Inch Sewer Lateral	190	Ft	53.97	10,254.30
7	Connect to Existing Lateral	4	Ea	520.25	2,081.00
8	Sanitary Sewer Lateral Insulation	70	Ft	10.75	752.50
9	Connect to Existing Sanitary Sewer	2	Ea	1,179.90	2,359.80
10	Remove and Replace HMA Path	70	Syd	57.73	4,041.10
11	6 Inch D.I. Water main	370	Ft	50.08	18,529.60
12	3 x 3 x 6 Tapping Sleeve and Valve	1	Ea	3,208.33	3,208.33
13	6 Inch 90 Deg. Bend	1	Ea	332.71	332.71
14	6 Inch Valve and Box	1	Ea	1,085.07	1,085.07
15	Hydrant	1	Ea	3,268.49	3,268.49
16	1" Corporation Stop	4	Ea	296.32	1,185.28
17	1" Curb Stop and Box	4	Ea	194.23	776.92
18	1 Inch Copper	160	Ft	21.87	3,499.20
19	Connect to Ex. Water Service	4	Ea	426.06	1,704.24
				Total Quote:	114,986.09

Water Estimate 33,589.84

8" option



West Michigan Dirtworks
P.O. Box 272
Fruitport, MI 49415
4784 E. Evanston Ave.
Muskegon, MI 49442
Phone: 231-788-0600
Fax: 231-788-0601

To:	Village Of Spring Lake	Contact:	
Address:	102 W. Savidge Street Spring Lake, MI 49456	Phone:	616-842-1393
Project Name:	Cutler Street Utility Improvements	Fax:	616-847-1393
Project Location:	Cutler Street, Spring Lake, MI	Bid Number:	
		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Watermain 8" CL52	370.00	LF	\$66.90	\$24,753.00
2	8x8 Tee Including Tie In & Valve	1.00	EACH	\$4,605.88	\$4,605.88
3	8" 90° Bend W/ 8x6 Reducer	1.00	EACH	\$1,016.25	\$1,016.25
4	6" Valve & Box	1.00	EACH	\$1,765.79	\$1,765.79
5	Hydrant 5" W/ 6" Hookup	1.00	EACH	\$3,268.49	\$3,268.49
6	Corporation Stop 1"	4.00	EACH	\$296.32	\$1,185.28
7	Curb Stop, & Box 1"	4.00	EACH	\$194.23	\$776.92
8	Water Service 1" Copper	160.00	LF	\$21.87	\$3,499.20
9	Water Service Reconnection	4.00	EACH	\$426.06	\$1,704.24

Total Bid Price: \$42,575.05

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: West Michigan Dirtworks</p> <p>Authorized Signature: _____</p> <p>Estimator: Robert J. Lytle (616) 638-3607 rob@westmichigandirtworks.com</p>
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Wally Delamater

From: Hulst, Matthew R. <MHulst@preinnewhof.com>
Sent: Friday, February 22, 2019 8:11 AM
To: Wally Delamater
Subject: RE: Cutler Street

Wally,

I agree, not a very useful hydrant beyond flushing. I talked with Kevin regarding the design. We can design the water main, submit for permits and administer the change order for \$2,900. There will be some other construction observation time that we estimate at \$2,400. This is assuming the project is extended an extra week due to the extra work. The construction observation time could be less depending how the construction schedule progresses. If this seems ok with you I will get you an agreement.

Let me know if you have any questions.

Thank you,

Matt

C/E - Design, Permit, Change Order \$2,900
Construction admin, observation \$2,400

\$5,300

From: Wally Delamater [mailto:WDelamater@springlaketwp.org]
Sent: Thursday, February 21, 2019 2:18 PM
To: Hulst, Matthew R.
Subject: RE: Cutler Street

Yes, there is a hydrant at the corner of Cutler and Exchange. Highly unlikely a hydrant on this dead end would be used. It is more a case using the hydrant as a flushing hydrant.

From: Hulst, Matthew R. <MHulst@preinnewhof.com>
Sent: Thursday, February 21, 2019 2:15 PM
To: Wally Delamater <WDelamater@springlaketwp.org>
Subject: RE: Cutler Street

Wally,

An 8-inch water main will provide greater fire flow at the road end however a 6-inch should be ok considering there is another hydrant at Exchange and Cutler within 300 feet. We can still add this into the project, I just need to let the contractor know and get moving on the permit asap.

I will get you a price for the design tomorrow.

Matt

From: Wally Delamater [mailto:WDelamater@springlaketwp.org]
Sent: Thursday, February 21, 2019 5:56 AM
To: Hulst, Matthew R.
Subject: RE: Cutler Street

Matthew,

Professional Services Agreement

This Professional Services Agreement is made this day of 22nd Day of February, 2019 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and Village of Spring Lake ("Client"), of 102 West Savidge, Spring Lake, MI 49456

WHEREAS Client intends to:

Construct a 6 inch water main on Cutler Street south of Exchange Street. Water main to be constructed as part of the ongoing Grand Haven Spring Lake Sewer Authority force main project.

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

Name: Christine Burns
Title: Manager
Phone Number: 616-842-1393
Facsimile Number: 616-847-1393
E-Mail: christine@springlakevillage.org

For P&N

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 , 20
- 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 __, 20__ Click here to enter text.
- Scope of Services defined as follows:

- Develop design documents for permitting and construction of a 6 inch water main on Cutler Street south of Exchange Street
- Submit plans, specifications, and a permit application to the MDEQ
- Provide construction observation services during construction

ARTICLE 4 – COMPENSATION:

- Lump Sum for Services Described in Article 3 above - \$.
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: Hourly Billing Rates plus expenses per P&N's Standard Rate Schedule in effect on the date services are performed with a cost not to exceed \$2,900 for design and \$2,400 for construction observation.

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: Barbara E. Marczyk
 Printed Name: Barbara E. Marczyk
 Title: Team Leader
 Date: 2/22/2019

By: Christine Burns
 Printed Name: CHRISTINE BURNS
 Title: VILLAGE MANAGER
 Date: 02/25/19

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.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

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.

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

RESOLUTION NUMBER 2019-07

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

**TO APPROVE SHORT-TERM POLICY WAIVING FEES AND PENALTIES FOR
FEDERAL EMPLOYEES**

WHEREAS, pursuant to the Village's Sewer Rate Ordinance and Water Rate Ordinance, late utility fees shall be deemed delinquent and result in penalties and/or shut-off of service, and,

WHEREAS, the Federal Government partial shut-down may result in some furloughed federal employees being delinquent on their utility bills; and,

WHEREAS, Congress approved legislation that the President has signed which guarantees back pay for federal government employees who have been furloughed during the partial federal government shutdown; and,

WHEREAS, the newly signed law not only guarantees that furloughed federal government workers will receive their back pay, but also specifies workers will get back pay as quickly as possible after the President signs appropriations bills that end the shutdown, even if that means some paychecks will be sent out off cycle; and,

WHEREAS, the Village has Coast Guard families and other families of furloughed federal government employees living within our boundaries; and,

WHEREAS, these furloughed federal employees consist of only a small percentage of the 17,000+ Township residents; and,

WHEREAS, the Village's Enterprise Funds will not be significantly impacted by the delayed payment of water and/or sewer bills from furloughed federal employees.

BE IT RESOLVED, that if a federal government employee identifies themselves (*i.e., shows federal government identification*) and claims that they have been furloughed due to the partial federal government shut-down (*i.e., no pay*), The Village of Spring Lake will:

- Allow residential utility payments (*i.e., water and/or sewer bills*) to be delayed up to 30 days after the President signs appropriations bills that end the partial federal government shutdown; and,
- Waive all late fees and penalties associated with such late payment.

BE IT FURTHER RESOLVED, that all resolutions or motions in conflict herewith in whole or in part are revoked to the extent of such conflict.

YES:

NO:

ABSENT:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

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 18th Day of March 2019.

RESOLUTION 2019-07 DECLARED ADOPTED.

Dated:

Marvin Hinga, Clerk
Village of Spring Lake

Village of Spring Lake
March 2019 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
249-000.000-664.000	Building Fund	Revenue	Interest Income	833	1,000	167
249-000.000-695.000	Building Fund	Revenue	Appropriation from Fund Balance	25,377	25,219	(158)
249-381.000-740.249	Building Fund	Zoning/Planning	Software Expense	800	803	3
249-381.000-956.200	Building Fund	Zoning/Planning	Bank Fees	75	81	6
Adjust Current Year Building Fund Budget				Net Change		0
101-215.000-702.000	General Fund	Clerk/Treasurer	Full Time Wages	44,538	44,368	(170)
101-215.000-801.000	General Fund	Clerk/Treasurer	Professional Services	110,000	109,000	(1,000)
101-215.000-804.100	General Fund	Clerk/Treasurer	Audit Services	3,750	3,885	135
101-215.000-901.000	General Fund	Clerk/Treasurer	Recodification	0	1,000	1,000
101-215.000-956.200	General Fund	Clerk/Treasurer	Bank Fees	400	435	35
Adjust Current Year Clerk/Treasurer Budget				Net Change		0
101-265.000-708.000	General Fund	Village Hall	Vision Care Reimbursement	0	30	30
101-265.000-702.101	General Fund	Village Hall	Full Time Wages - Township Services	0	150	150
101-265.000-703.101	General Fund	Village Hall	Part Time Wages - Township Services	300	150	(150)
101-265.000-801.000	General Fund	Village Hall	Professional Services	3,000	4,000	1,000
101-265.000-853.000	General Fund	Village Hall	Telephone	960	1,250	290
101-265.000-703.600	General Fund	Village Hall	Cleaning Service	7,350	8,300	950
101-265.000-931.000	General Fund	Village Hall	Building Maintenance/Repairs	15,000	12,730	(2,270)
Adjust Current Year Village Hall Budget				Net Change		0
101-270.000-708.000	General Fund	Barber School	Vision Care Reimbursement	0	30	30
101-270.000-801.000	General Fund	Barber School	Professional Services	450	1,200	750
101-270.000-931.000	General Fund	Barber School	Building Maintenance/Repairs	4,500	3,720	(780)
Adjust Current Year Barber School Budget				Net Change		0
101-553.000-933.100	General Fund	Central Park	Sprinkler Maintenance	0	2,000	2,000
101-553.000-931.000	General Fund	Central Park	Building Repairs/Maintenance	4,000	2,000	(2,000)
Adjust Current Year Central Park Budget				Net Change		0
101-555.000-801.000	General Fund	Mill Point Park	Professional Services	0	1,000	1,000
101-555.000-940.000	General Fund	Mill Point Park	Equipment Charges	10,000	9,000	(1,000)
Adjust Current Year Central Park Budget				Net Change		0
101-692.000-705.000	General Fund	Parks Maintenance	Retirement Fund Contributions	1,685	2,300	615
101-692.000-702.000	General Fund	Parks Maintenance	Full Time Wages	7,206	6,591	(615)
Adjust Current Year Parks Maintenance Budget				Net Change		0
236-000.000-801.000	DDA Fund	DDA	Professional Services	174,000	130,000	(44,000)
236-000.000-820.000	DDA Fund	DDA	Engineering/Project Admin	0	44,000	44,000
Adjust Current Year DDA Budget to better track engineering expenses.				Net Change		0

City/Village Letterhead

RESOLUTION TO ADOPT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs;

NOW THEREFORE BE IT RESOLVED, the ____(city/village of)___ hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663;

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of ____(city/village of)___ meeting on ____(date)___.

Approved on (date) by:

(Signatures and names of city/village officials)

City/Village Letterhead

RESOLUTION TO IMPLEMENT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the ____(city/village of)___ adopted the Michigan Local Agency Pavement Warranty Program on ____(date)___;

WHEREAS, the ____(city/village of)___ agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds;

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds, whether or not a warranty was utilized in the project;

WHEREAS, the ____(city/village of)___ agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which ____(city/ village of)'s___ adopted Implementation Policy defines the ____(city/village of)'s___ intent of its pavement warranty program;

NOW THEREFORE BE IT RESOLVED, the ____(city/village of)___ hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

Approved on (date) by:

(Signatures and names of city/village officials)

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

By
CRA Engineering Committee
Local Agency Pavement Warranty Task Force

Revised 8-13-2018

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
Cover	1
Table of Contents	2
Preface - Intent of the Local Agency Warranty Program	3
Pavement Warranty Reporting and General Warranty Project Selection	4
Warranty Contract Process	5
General Guidelines of Local Road Agency Warranties	6
Warranty Documents	7
Warranty Process	7
Rights and Responsibilities of the Local Agency	8
Rights and Responsibilities of the Contractor	8
Supplemental Lien Bonds and Liability Insurance	9
Warranty Inspections	9
Correction of Defects	9
Emergency Repairs	10
<u>Appendix A – Flow Charts</u>	11
Warranty Determination Process	12
Warranty Process	13
Warranty Inspection Subprocess	14
Resolve Subprocess	15
<u>Appendix B – Inspection Guidelines</u>	16
HMA New Construction/Reconstruction	17
HMA Construction over Aggregate Base without Base or Drainage Improvement	20
HMA Overlay	23
New/Reconstructed Jointed Plain Concrete Pavement	26
<u>Appendix C – Inspection Forms (under development)</u>	29
HMA Inspection Form	30
Concrete Inspection Form	31
<u>Appendix D – Model Pavement Warranty Contract and Bond Forms (under development)</u>	32
Local Agency Pass-Through Warranty Bonds	33
Local Agency Pavement Warranty Bond Form	34
Local Agency Pavement Warranty Contract	35
<u>Appendix E – Reporting Forms (under development)</u>	36
Pavement Warranty Reporting	36
<u>Appendix F – Education and Training (under development)</u>	37
Education of Local Road Agencies on Local Pavement Warranty Program	37

PREFACE- Intent of the Local Agency Warranty Program

The Legislature (P.A. 175 of 2015) requires each local road agency to adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation. Warranties have the potential to improve the quality of road projects, benefitting the drivers, taxpayers and road agencies of Michigan

The intent of the Local Agency Pavement Warranty Program is to provide a warranty program that all local agencies can use for all hot mix asphalt and plain jointed concrete paving projects on public roads and streets. This pavement warranty program was created by the Local Agency Pavement Warranty Task Force, to establish a common pavement warranty program for all local agencies in Michigan. The goals of this Local Agency Pavement Warranty program is to standardize the review, to provide oversight of pavement warranty projects, and to make this program more transparent and uniform for private sector contractors.

This Local Agency Pavement Warranty Program is available for all local road agencies if they choose to use it. Local road agencies vary dramatically in size and sophistication; therefore the Local Road Warranty Task Force developed a warranty program to address the capabilities of the rural, the mid-sized urban and the large urban agencies. This approach provides a warranty program that meets the intent of Public Act 175 of 2015 (MCL 247.662 and 247.663), and provides all local road agencies with a pavement warranty program that provides value to the public.

The Local Road Warranty Task Force recognizes there may be substantial benefits and public confidence resulting from a comprehensive pavement warranty program. However, the existing pavement structure, drainage and planned improvements for each project will need to be evaluated on an individual basis to critically assess a justification or basis for a pavement warranty. Road agencies should anticipate increased project costs related to higher bid prices and costs for the warranty administration such as: pavement monitoring, defect documentation, official notifications, joint field inspections; defect remediation and dispute resolution.

The intent of this GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM, is to provide an overview and guidance on implementing a pavement warranty project. This guideline is intended for local agency use and it not intended to be a contract document.

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

Pavement Warranty Reporting and General Warranty Project Selection

According to PA 175 of 2015, all local road agencies must submit an annual report to the state for all projects where the pavement-related bid items exceeded \$ 2 million, regardless of whether or not the agency included a pavement warranty on the project. Each local road agency must submit and maintain its records to comply with the reporting requirements included in Appendix E.

The Task Force determined that the Legislature's intent for local pavement warranties is to provide assurances to elected officials and taxpayers in the use of the new funds arriving for road and bridge infrastructure. Assurances which include that local road projects would be held to a higher standard in the future.

At the same time, there are logical explanations why a local road agency may choose to not require a warranty such as unjustifiably higher costs for a warranted project that may or may not be affordable to the community and may or may not be justified by the scope of the project; recognition of a limit to the contractor's ability to bond for every project; some projects are simple preservation or resurfacing over an existing imperfect road base wherein the contractor cannot control such pre-existing conditions; and many other engineering factors that indicate a pavement warranty would not serve the taxpayer's best interests. Whether or not a warranty is selected on a project with \$2 million in pavement related items, this must be reported to the Legislature on an annual, state fiscal year basis.

The Legislature had the wisdom to specify that warranties would be left to the discretion and justification of the local road agency and its road engineering expertise. Agencies can waive a pavement warranty with a written justification. The agency's written justification identifies reasons such as project appropriateness, scope and type of project improvements, why this is in the best interest of the local agency, project cost justification, and effectiveness of the warranty provisions. It is highly recommended for all local road agencies with paving projects where the engineer's opinion of cost exceeds \$ 1.8 million in pavement related items that serious consideration should be given to include the pavement warranty special provisions in the project proposal prior to advertisement.

The Task Force does not believe the Legislature intended every local new construction, reconstruction, rehabilitation, and overlay road project to be warranted, and thus included the \$2 million threshold. Because pavement is the road component most likely to fail – and the area most aggravating to the motoring public – the Task Force believed the Local Pavement Warranty Program was intended to focus on pavement-related items. The Task Force has relied on customary and basic engineering principles in defining pavement-related items that are recommended for consideration of a warranty. As a result of the Local Agency Warranty Task Force believes the Michigan Legislature intended a local road agency to use its best judgment in requiring a warranty, consistent with the scope of the intended project and the ability to enforce it.

This Local Agency Pavement Warranty Program considers the vast array of project types and sizes. Local road agency projects often involve short stretches of pavement resurfacing to address a surface condition or safety concern. These types of projects are accomplished with very limited budgets, often with funding from non-MTF sources. In addition, often these types of projects do not address the subgrade, existing aggregate base or drainage systems; which all are major factors in determining the longevity of a pavement surface. If the road segment may

be subjected to a significant amount of overloads (higher than average daily truck counts and/or heavier than normal axle loading) during the anticipated warranty term, the road may not be a good candidate for pavement warranties. Therefore, the Local Agency Pavement Warranty Program is recommended for road segments designated as “all-season road” which are designed for year-round normal loading.

While the law indicates where possible a pavement warranty shall be secure when the paving project exceeds \$2 million, the Task Force recognizes project bids are often 10 percent over the engineer’s opinion of cost, and that a warranty requirement cannot be retroactively applied to a road project after the bids are opened. Thus, the Task Force has recommended the more conservative \$1.8 million engineer’s opinion of cost for pavement related items, as the point when the local agency decides if the warranty special provisions are included in the bid documents, rather than the \$2 million stated in the law.

The Task Force believes the Michigan Legislature was speaking in the context of new Michigan Transportation Funds for roads, which are exclusively state revenue sources, when it included the Local Agency Pavement Warranty Program alongside the new funding legislation in the 2015 Transportation Package. It also seems clear the Legislature was speaking not just to the new transportation funds, but also to the other road funds under its control, which includes the federal funds flowing through MDOT to the local road agencies.

The Local Agency Pavement Warranty Program also recognizes that if the only source of revenue for a local road agency paving or reconstruction projects is entirely locally derived revenue (non- Act 51 or Federal Funds) such as local general fund, millage revenue, special assessment districts or other locally raised revenue; then these projects will not be subject to the Local Agency Pavement Warranty Program reporting requirements.

It’s important to note that this Local Agency Pavement Warranty Program may also be used by that local road agency on any paving project regardless if the \$2 million dollar threshold for pavement related items has been reached or not. This approach ensures that Local Pavement Warranties can be used on any project with any funding source, including Michigan Transportation Funds, and can utilize the same requirements to provide greater understanding and transparency to contractors, stakeholders and the public.

Warranty Contract Process

For those construction projects advertised and let through the MDOT Local Agency Programs, the construction contract is between the prime contractor and MDOT. The prime contractors’ surety company names MDOT as the obligee in the performance bond in the original contract. For Local Agency Pavement Warranty projects, an additional warranty contract and pavement warranty bond will be required prior to award, see Appendix D. The bid proposal shall include a contract consistent with the model contract and bond form shown in Appendix D. These documents will serve as the contract and warranty bond between the local road agency and the paving contractor for the warranty work. The warranty bond will be provided by the paving contractor in the name of the local road agency.

The MDOT Local Agency Agreement will reference the local road agency’s responsibility to administer the warranty portion of the contract. Upon the acceptance of the construction work, the prime contractor’s contract and performance bond with MDOT will be released and no longer in effect. At this point the warranty contract and warranty bond are triggered to begin the new contract for the warranted work during the warranty term.

The local road agency will be solely responsible for administering the warranty contract, inspection of warranted work during the warranty period, approving remediation work and seeking resolution through the warranty bond if the contractor is unresponsive in performing corrective work and declaring acceptance of all warranted / corrective work at the end of the warranty period.

General Guidelines of Local Road Agency Warranties

These General Guidelines are recommended for all local road agencies administering pavement warranties for public road and street construction contracts. The responsibility and authority for administering pavement warranties rest with the road owner and/or the local road agency that conducted the construction administration phase of the project.

To determine the pavement-related cost for a hot mixed asphalt pavement warranty project, the Local Agency is required to prepare an opinion of cost for all of the pavement-related items which include: the pavement, curb, shoulders, aggregate base, subbase and underdrain pay items. To determine the pavement-related cost for concrete pavements, the local road agency engineer is required to prepare an opinion of cost for all of the pavement-related items which include: pavement, curb, shoulders, joint sealing, dowel bars, load transfer devices, aggregate base, subbase and underdrain. If the total estimated cost of these pavement-related items exceeds \$1.8 million in the opinion of the Engineer, the local road agency should review the existing pavement variables, stated in the "Pavement Warranty Reporting and General Warranty Project Selection" section of this document, to determine if the pavement warranty special provisions should be included in the bid documents.

The contractor is responsible for correcting defects attributable to elements within the contractor's control. Each warranty specification includes condition parameters and distress thresholds to provide a basis for evaluating the warranted work. Each distress parameter includes threshold limits that, if exceeded during the warranty period, would trigger notifying the contractor to participate in a joint field investigation. Depending on the outcome of the investigation the contractor may be required to prepare a remediation plan to correct distresses that are attributable to its materials and/or workmanship or there may be a call for further investigation. If the agency and the contractor cannot agree, either side can call for a Conflict Resolution Team to resolve the dispute as described in the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Once a remediation plan is agreed-to by the local road agency and the contractor, the corrective action shall be performed. The corrective actions and/or repairs shall be performed to correct deficiencies in the warranted work in order to achieve acceptance at the end of the warranty period. If the contractor fails to perform the remediation work within specified timeframes, the local road agency shall notify the surety company to perform the work. Further, if a defect is declared as an imminent safety problem by the agency, the local agency may complete the work and seek reimbursement from the contractor or submit a claim against the warranty bond.

All required corrective action must be performed by the contractor at no cost to the owner. The condition parameter thresholds and warranty requirements may vary depending on the date the specification was developed; type of warranty; and the application to the construction work. It is important, therefore, to refer to the specific warranty special provision in the contract when administering warranties.

The warranty administration phase should follow the documentation procedures outlined in Appendix A, B, C, D and E of these guidelines. The warranty administration can be performed by qualified local agency staff members or under a consultant service contract.

Warranty Documents

The Local Agency Pavement Warranty consists of the warranty contract and warranty bond as well as the appropriate special provisions:

- Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty
- Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavement
- Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement
- Local Road Agency Special Provision for Pavement Warranty Information

The Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty establishes the common terms and definitions applied to pavement projects requiring a warranty. The Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavements warrants the Local Road Agency against specific defects in HMA pavements. The Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement warrants the Local Road Agency against specific defects in concrete pavements. Local Road Agency Special Provision for Pavement Warranty Information provides the beginning and ending locations for warranted work and the applicable warranty work requirements special provision.

Under the Local Agency Pavement Warranty special provisions the Prime Contractor is responsible for correcting defects in the pavement caused by elements within the contractor's control (i.e., the materials supplied, the workmanship, etc.), during the warranty period. The Pavement Warranty Contract Provisions and Warranty Bond may pass through to subcontractors, and with this the responsibility to correct warranty defects, at the direction of the Prime Contractor and upon written notice to the agency prior to the start of the work.

The contractor assumes no responsibility for defects that are design related unless the paving contract is design-build. When a defect is attributable to the materials and/or workmanship and/or the design, the responsibility for correcting the defect (or defects) will be shared by the agency and the contractor. The contractor is responsible for the percentage of fault attributable to the workmanship and/or materials, and the agency is responsible for the percentage of fault attributable to the design. Note: The agency may elect to require the contractor to provide the pavement design(s) in the contract documents and specifications. In this case, the Contractor shall also be responsible for the percentage of fault attributable to the pavement design.

Warranty Process

The process flow charts as shown in Appendix A describe the steps involved in the warranty administration process. The warranty term begins with the acceptance of the warranted work during construction of the project. Warranty Administration involves periodic condition inspections of the mainline pavement areas throughout the warranty term; joint field inspections; documentation of findings, official notifications; joint determination of defects; initiation of corrective action, inspection & documentation of the corrective action taken, filing those inspection reports as necessary, and if necessary a conflict resolution process. If at any time, a safety issue or significant defect is observed or reported, prior to a scheduled inspection, an interim inspection will be initiated by the agency. If emergency repairs are determined to be necessary the agency can perform these repairs without altering the contractor's responsibilities under the warranty contract.

A joint field review between the local road agency and the warranty contractor may be held to verify and confirm of findings documented during the various inspections. MDOT should be included in any official communication dealing with the warranty if the construction project had MDOT oversight. The findings of the final inspection at the end of the warranty term are distributed to the owner, (and MDOT if construction had MDOT oversight), the warranty contractor and the Surety Company.

The appeal process, when needed, involves assembling a conflict resolution team (CRT) to conduct investigations as needed to determine distress cause & effect and establish concurrence between the local agency and the warranty contractor regarding warranty compliance issues. More on the CRT can be found in the section j, Correction of Defects of the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

The final step of the process, after the project or warranty work has been deemed acceptable is closing out the warranty project through notification of the contractor, the bonding company and Local agency's Finance and /or Administration Division.

Rights and Responsibilities of the Local Agency

The agency administering the project should inform the appropriate local road agency maintenance staff about sections of roadway incorporated in a warranty contract. The local road agency has the right to perform, or have performed, routine and emergency reactive maintenance during the warranty period. Major planned maintenance projects conducted during a warranty period need to be evaluated in terms of possible impact to the ongoing warranty coverage.

If corrective work is required to bring the project back into compliance with the requirements found in the warranty special provisions; the local agency in charge of the construction project must approve the schedule, materials and methods of construction repair. If the contractor is unable to comply with this provision, or fails to comply with it to the local agency's satisfaction, the local agency reserves the right to arrange for the work to be completed at the contractor's expense. If this action by the local agency is required, it will in no way relieve the contractor from meeting the warranty requirements stated in the project documents.

The rights and responsibilities are further detailed in Section e, Rights and Responsibilities of the Agency in the Local Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Rights and Responsibilities of the Contractor

The contractor must provide a written work plan for any necessary corrective warranty work. A request for a work permit must be submitted through the local road agency's permit process and work should be coordinated with the construction inspection agency if different from the local agency issuing the permit. All corrective warranty work should be completed within the warranty term. If scheduling conflicts necessitate corrective work being completed outside of the warranty term, the local road agency shall be notified as soon as the contractor is aware of the conflict.

The rights and responsibilities of the contractor are further detailed in Section f. Rights and Responsibilities of the Contractor in the Local Agency Special Provision for Hot Mix asphalt and Concrete Pavement Warranty.

Supplemental Lien Bonds and Liability Insurance

In addition to the warranty bond that is in place, if corrective work is necessary the contractor must furnish supplemental lien bond to the local agency covering the corrective work. The Engineer is responsible for estimating the amount of the supplemental lien bond required. The amount should be approximately equal to the dollar amount of the corrective work. The contractor must also have liability insurance in place prior to performing corrective work during the warranty period. The contractor should not be allowed on-site to perform corrective work during the warranty period until the supplemental lien bond is in place and the proper insurances verified. Depending on the nature and scope of the corrective work, the local agency may waive this supplemental lien bond, but not the liability insurance.

Warranty Inspections

Warranty inspections are limited to only mainline pavement areas. There are two types of inspections conducted during the warranty period. The cursory inspection is a simplified inspection to quickly identify segments in the project that may have distresses that exceed threshold values. This cursory inspection normally does not require a lane closure and is conducted from the roadway shoulder estimating distress lengths and widths. The detailed inspection requires direct measuring and reporting of all observed distress in each segment. Traffic control may be required to complete the detailed inspection.

The minimum inspection frequency for the various warranty provisions are specified in the applicable warranty inspection guidelines, see Appendix B. The minimum number of inspections is dependent upon the warranty duration. The local road agency may elect to perform additional inspections over & above the recommended minimum interim inspections. The suggested time frames in the inspection guidelines allow local road agencies to notify the contractor regarding warranty compliance. Interim inspections may be delayed if weather makes it difficult to inspect the road or creates an unsafe condition. Final inspections shall be completed in a timely manner to ensure that there is enough time to document any thresholds that exceed the condition thresholds and notify the contractor prior to the expiration of the warranty.

The designation of lanes during the warranty inspection shall be detailed adequately so that it is clear to all involved in the warranty process which lane is being referenced. If necessary, a sketch should be included. It is important to use the same lane numbering designation for all inspections conducted throughout the warranty period.

If defects are found in any inspection, they should be carefully and accurately documented, even if the severity or number does not meet the threshold to require corrective work. These notes shall be kept in the inspection files and reviewed prior to all future inspections of the work. The inspectors of the work should pay specific attention to areas previously noted, record those defects, and list any changes in those defects differing from the last inspection.

Correction of Defects

If inspections during the warranty term show a defect has exceeded the allowable threshold as defined in either the Hot Mixed Asphalt or Concrete Warranty specification, the contractor shall be notified of the finding. The agency should call for a joint field investigation to determine the cause of the defect, and to discuss the best possible remediation of the problem. If additional forensic investigation is desired, the scope of the investigation, party or consultant to conduct

the investigation, and the cost split shall be agreed to by the engineer and contractor prior to scheduling the investigation.

If the contractor and engineer are in agreement, the Engineer shall send notice to contractor in writing the defect(s), location(s), recommended remediation and a request for a schedule to complete the work. The contractor will reply back to the Engineer, copying the local agency (and MDOT if MDOT had original construction oversight) with a schedule to complete the work. The local agency will issue a permit to the contractor to complete the warranty work according to the Local Agency's Right-of-way permit policy. The contractor will complete the work under the inspection of the Engineer.

If the contractor and engineer disagree, then a Conflict Resolution Team (CRT) may be convened. The CRT will be made of:

- One (1) member selected, and compensated by the agency.
- One (1) member selected and compensated by the contractor.
- One (1) member mutually selected by the Agency and the contractor.
Compensation for the third party member will be equally shared by the agency and the contractor.

At least two members of the CRT must vote in favor of a motion to make a decision. If the CRT decides to conduct a forensic investigation, the CRT will determine the scope of work and select the party to conduct the investigation. All costs related to the forensic investigation will be shared proportionately between the contractor and the agency based on the determined cause of the warranty defect condition.

Emergency Repairs

When the agency determines that emergency repairs of the warranted work are necessary for public safety, the agency or its agent may take immediate and sufficient repair action to address the imminent danger and to safeguard the traveling public. Prior to emergency repairs of warranted work, the agency will document the basis for the emergency action. In addition, the agency will preserve all documentation of the defective condition, including failed materials samples if applicable.

Once the imminent danger to the public has been addressed, the local road agency shall notify the contractor to explain the situation, identify the work temporarily done by the agency, and to what further actions need to happen to return the warranted work and pavement to threshold compliance. A joint inspection may be called to investigate the situation.

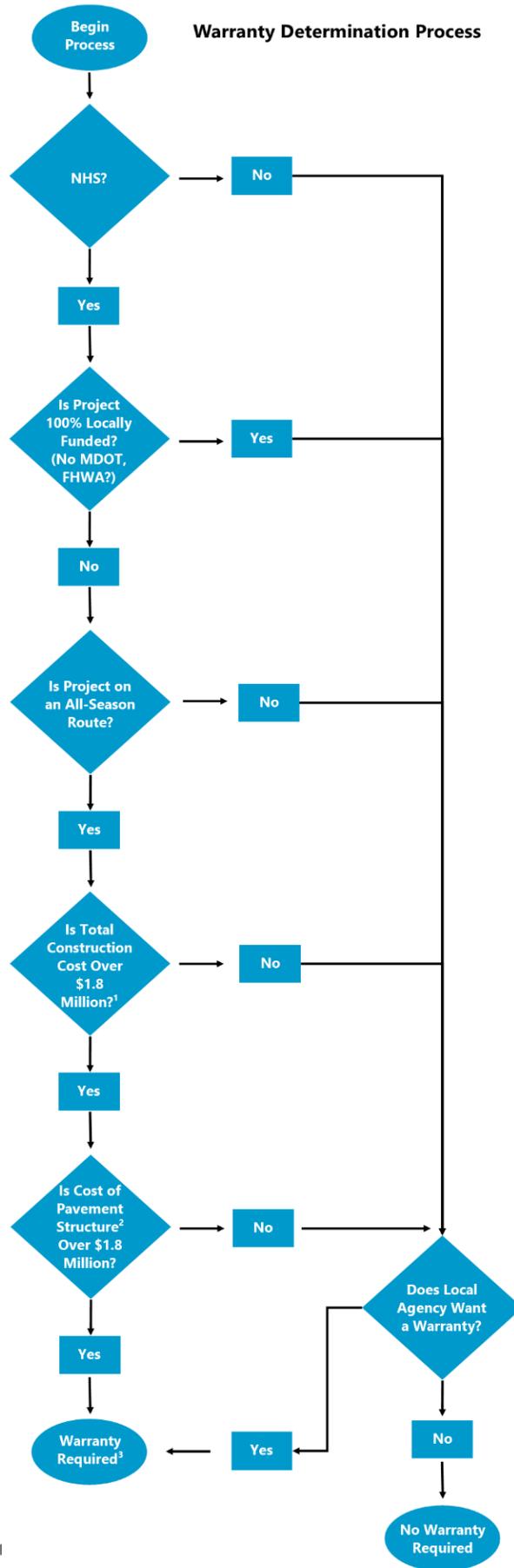
The emergency repairs of warranted work by the contractor must be authorized by the agency's engineer.

Should the contractor be unable to perform the emergency repair to the agency's satisfaction and/or within the time frame required by the agency, the agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the contractor from meeting the warranty requirements. Any costs associated with the emergency repairs will be paid by the contractor when due to a cause from defective materials and/or workmanship.

APPENDIX A

Flow Charts

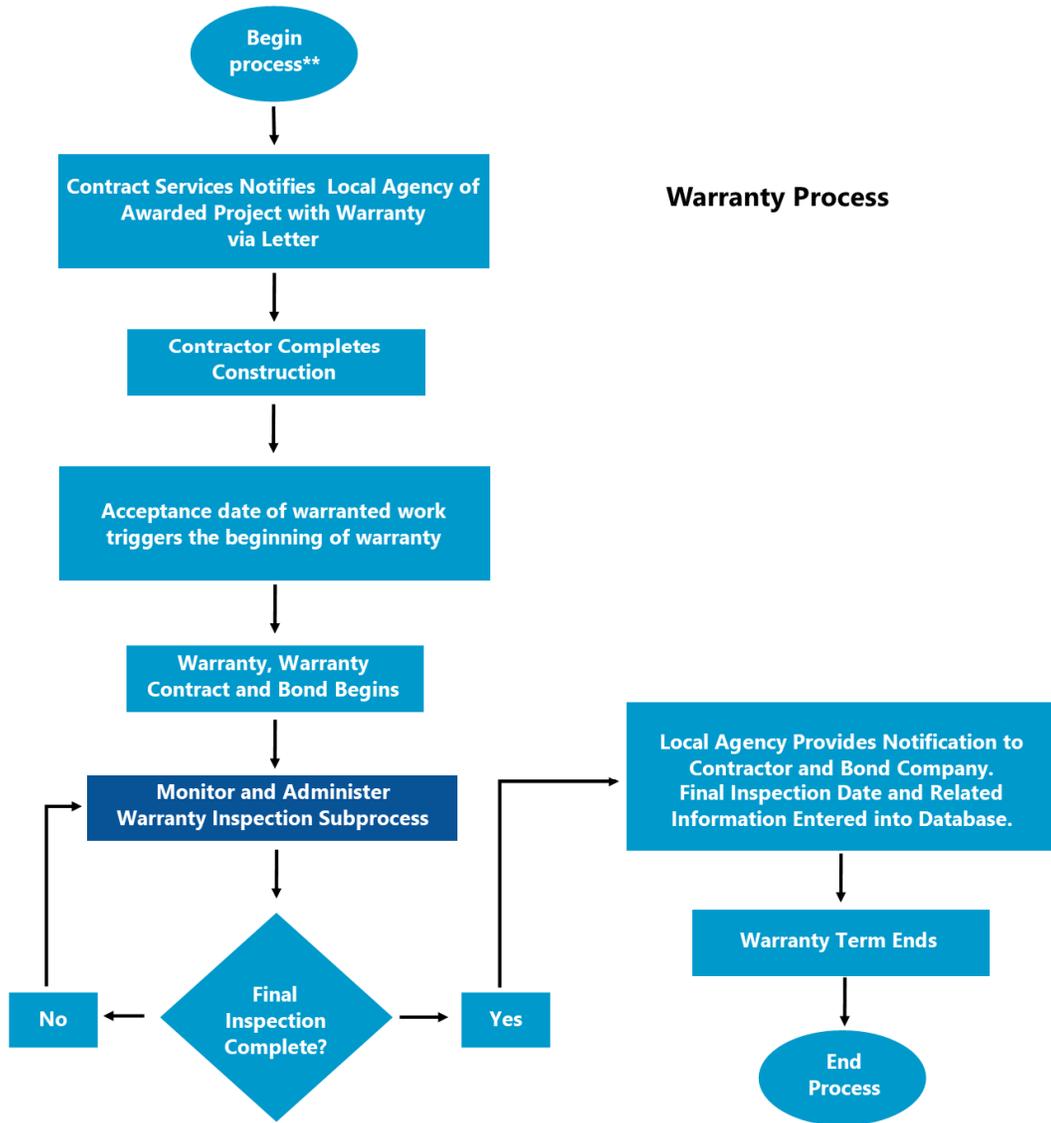
Warranty Determination Process



¹Use \$1.8 million as cost to account for bid variability.

²Pavement structure as defined by MDOT Standard Specifications includes: HMA or concrete pavement, curbs, shoulders, aggregate or granular base, subbase and underdrain.

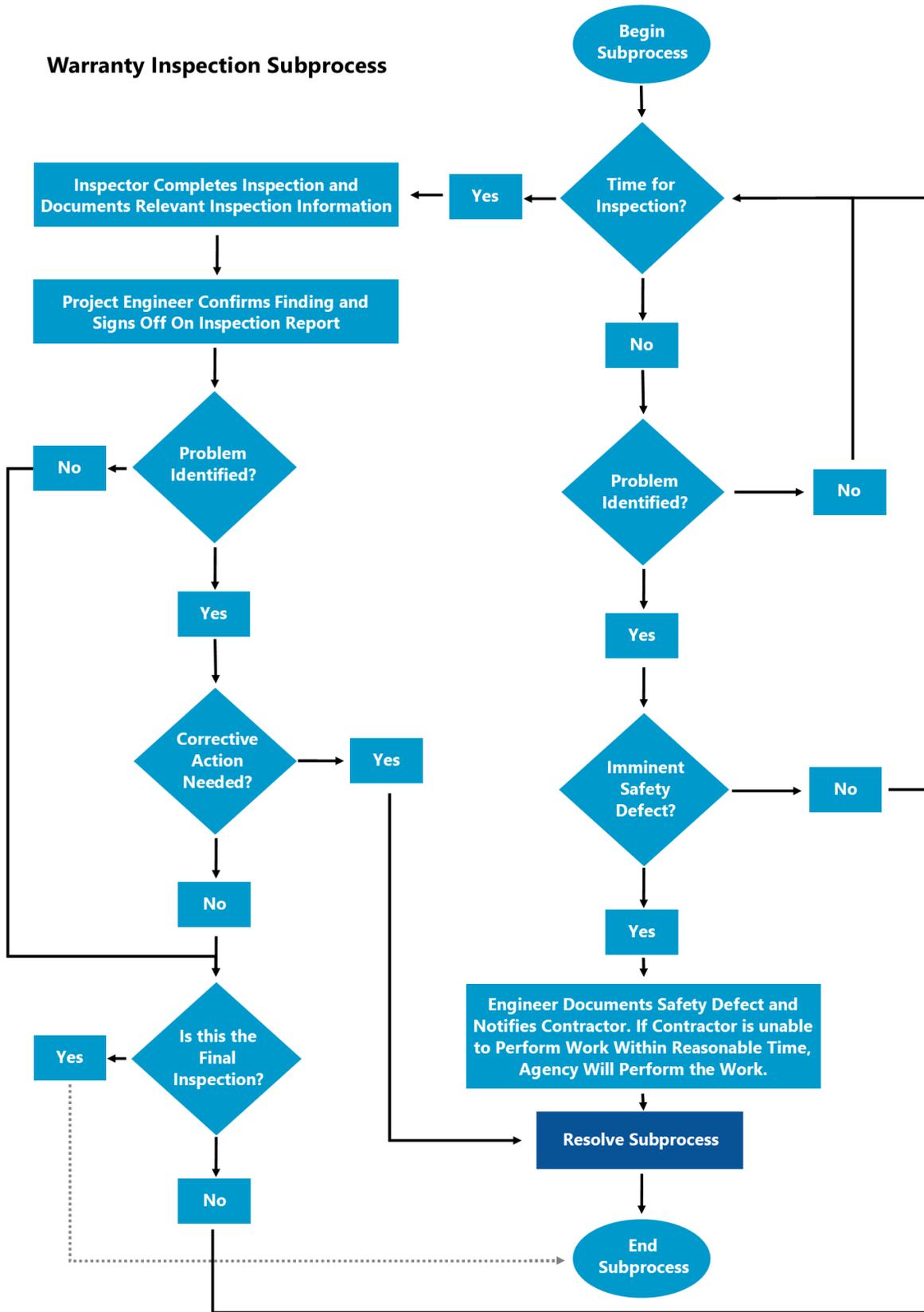
³If a local agency waives a warranty, an explanation will need to be reported.



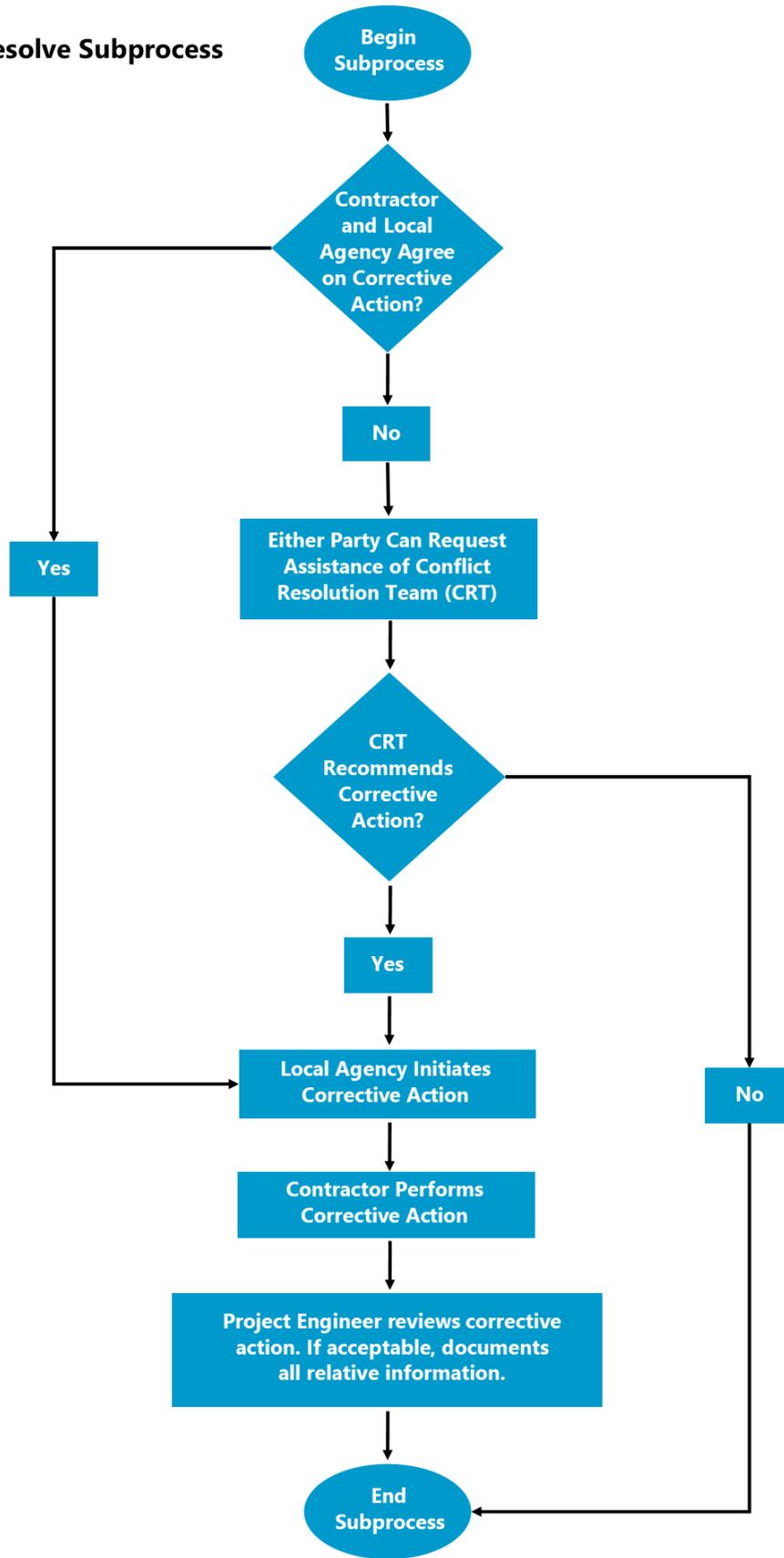
Warranty Process

**This is the process if MDOT has oversight and/or MDOT let bid.
 If project is locally let, with no MDOT oversight, the local agency shall determine the process.

Warranty Inspection Subprocess



Resolve Subprocess



APPENDIX B

Inspection Guidelines

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA NEW CONSTRUCTION / RECONSTRUCTION

Warranty period: 5 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a

particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any single segments.
 - b. Longitudinal Cracking exceeds 10 percent of the segment length (53 feet within 528 feet) for any single segments.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and

- b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false:
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
**HMA CONSTRUCTION OVER AGGREGATE BASE
WITHOUT BASE OR DRAINAGE IMPROVEMENT**

Warranty period: 3 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 32 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet

thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this “straightedge” across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a “windshield” survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment..
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.

- g. Any amount of alligator cracking.
- 4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
- 5. If **all** conditions above are false,
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

- 1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
- 2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
- 3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
- 4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
- 5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
- 6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA OVERLAY

Warranty period: 1 Year

Inspection Period Begins: Final - 10 months after Initial Acceptance
(Local Agency may do additional inspections such as at 6 months after initial acceptance, after spring break up, etc.)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure:

1. Perform **overview inspection**. Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required**. Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Only count cracks that are not “reflective” from a prior crack or joint. Count all transverse cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Only count cracks that are **not** “reflective” from a prior crack or joint. Count all longitudinal cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.

5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this “straightedge” across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.
7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a “windshield” survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 3 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 3 segments. Ignore all reflective cracking. All reflective cracking shall be ignored as these will not count against the allowable amount.

- c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above (in item 2) is estimated to be true:
- a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false,
- a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
NEW/RECONSTRUCTED JOINTED PLAIN CONCRETE PAVEMENT

Warranty period: 5 Years

Inspection Period Begins: Interim -30 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

- Notes:**
1. **Segment** - 528 feet in a specific driving lane. For inspection a segment begins at the point where the joint sealant failure or pavement distress begins to appear and extends for 528 feet from that point.
 2. **Slab** - The pavement outlined between consecutive transverse joints and longitudinal joints or a longitudinal joint and the outer pavement edge. Segments consist of one or more slabs.
 3. **Driving Lanes** - Each of the following is considered a Driving Lane.
 - a. Each individual mainline lane.
 - b. The sum of all ramp lanes and associated acceleration/deceleration lanes.
 - c. The sum of all auxiliary lanes, such as passing lanes and turn lanes.
 4. **Condition Parameters** - Each condition parameter has a threshold level applied to each segment and a maximum number of defective segments before corrective action is required. A segment is defective if the threshold level is exceeded.
 5. **Longitudinal Joint Designation** - All inspections relate to the driving lane as defined in the warranty special provision. For tallying joint sealant failure and pavement distress (spalling), consider the entire perimeter of the slab in all cases. The condition parameter of the full joint associated with the slab being evaluated is considered even though two adjacent slabs may share the same interior longitudinal joint.
 6. The contractor will not be required to take corrective measures as a result of the interim inspection unless the Engineer determines emergency repairs are needed for public safety. Any faults or distresses noted will be logged and verified with the final inspection.

- Procedure:** For both **INTERIM & FINAL** inspections
1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
 2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Overview Inspection Procedure:

1. Review any notes from previous inspections of the work.
2. Perform a “windshield” survey of the entire project length. Inspect all driving lanes. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. Estimate the distress quantity. Also include a description of distress in general terms (i.e. minor amounts of longitudinal cracking; every joint has loss of sealant).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. If this is an **interim** or other non-final inspection, Put notes in file and STOP HERE.
4. If this is the final inspection, estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 2 total for any 1 segment. (2 cracks within 528 feet).
 - b. Longitudinal Cracking exceeds 5 percent (5%) of the segment length (26 feet within 528 feet) for any 1 segment.
 - c. Map Cracking exceeds 10 percent (10%) of the segment area (632 square feet within 528 longitudinal feet assuming 12 foot lane width) for any 1 segment.
 - d. Spalling exceeds 10 percent (10%) of each slab. Can be non-contiguous. Include all 4 sides of the slab.
 - e. Scaling exceeds 15 percent (15%) of the slab area.
 - f. Corner cracking exceeds 1 for any 1 segment.
 - g. Joint Sealant failure exceeds 10 percent (10%) total joint length in a segment. Include both longitudinal & transverse joints
 - h. Any shattered slabs.
5. If any condition above is true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
6. If all conditions above are false and this is the final inspection, recommend Final Acceptance.

Detailed Inspection Procedure: This will be done at **FINAL** inspection when distresses are estimated to be at threshold levels, and at **INTERIM** inspections as directed by the engineer.

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.

2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. Map Cracking
 - d. Spalling
 - e. Flushing
 - f. Scaling
 - g. Joint sealant failure
 - h. Shattered slabs
4. Determine if any of the threshold limits for the various distresses are exceeded.
5. Warranty work is required at those segments for which any of the threshold limits are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

APPENDIX C

Inspection Forms

Under Development

The inspections forms have not been developed to-date; the Task Force Education Committee is working with LTAP to create inspection forms compatible with the RoadSoft program to enable tracking the warranty inspection forms to the actual location along a road segment

APPENDIX D

Model Pavement Warranty Contract and Bond Forms

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
PASS-THROUGH WARRANTY BONDS

LM

1 of 1

9/5/2017

a. Description. This special provision establishes the conditions under which and method for a contractor to assign responsibility for the warranty obligations and the providing of a warranty bond to a warranty contractor(s). Second tier subcontractor assignments are prohibited.

b. Requirements. Ensure the Warranty Contract(s) and warranty bond(s) are on forms provided by the Local Agency. Ensure the bonds meet the requirements of Michigan law and of the Local Agency and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Method. The assignment must be made to the warranty contractor(s) that will perform the work covered by the warranty. If for any reason after signing the Warranty Contract and providing the Warranty Bond, the warranty contractor does not perform the work, the warranty contractor will remain obligated for the warranty obligations and the warranty bond obligations will remain in effect unless the Local Agency consents in writing to substituting a different contractor to assume those warranty obligations and accepts a substitute warranty bond.

The assignment of warranty work must be designated with and at the time of electronic bid submittal. To become a warranty contractor responsible for the warranty obligations of the contract, and providing a warranty bond, the warranty contractor must complete and submit to the Local Agency a Warranty Contract and a Warranty Bond for each warranty it will be responsible for. Ensure the Warranty Contract is signed by an authorized signer of the warranty contractor, as identified in its prequalification application.

Submit the Warranty Contract and Warranty Bond to the Local Agency prior to award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor in regard to the warranty work, except as otherwise expressly provided in the Warranty Contract.

Under no circumstances does the assignment of the warranty work and the execution of a Warranty Contract create any obligations to the Local Agency beyond the obligations undertaken in the prime contract. The purpose of the Local Agency accepting the assignment of warranty obligations is to allow a warranty contractor to stand in place of the prime contractor for purposes of the warranty work without increasing any obligation or liability that the Local Agency would have had if the prime contractor had not assigned the warranty work.

d. Measurement and Payment. This work will not be paid for separately, but will be included in costs for other pay items.

<local agency name>
LOCAL AGENCY
PASS-THROUGH WARRANTY BOND

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS

That we, _____ (hereinafter called the "Principal" and _____ (hereinafter called "Surety") a corporation duly organized under the laws of the State of _____ and duly licensed to transact business in the State of Michigan, are held and firmly bound unto the _____ *<local agency name>* (hereinafter called the "Obligee"), in the sum of \$ _____ dollars for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee, under Contract ID _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop during the period of ___ years beginning the date of the Acceptance Date of Warranted Work by the Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his representative shall learn of such default and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the warranty period as herein set forth.

Signed by: _____ day of _____ 20_____.

Contractor _____

By _____

Surety _____

By _____

PASS THROUGH WARRANTY CONTRACT

This contract ID number _____ is executed on the date signed below by the _____ of the <local agency name> between the Warranty Contractor, Prime Contractor and the Local Agency in conjunction with the execution of this contract ID number, _____ between the Local Agency and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Local Agency under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Local Agency under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Local Agency consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and to the Local Agency for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Local Agency under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Local Agency fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Typed name: _____

Local Agency: _____

Date: _____

APPENDIX E

Reporting Forms

Under Development

Local Road Agencies Warranty Program Reporting

We have partnered with the Transportation Asset Management Council to modify the Investment Reporting Tool to provide an open and transparent reporting method for each local transportation agency. The reporting fields will be enabled as soon as the Local Agency Pavement Warranty Program is approved by MDOT

We have also partnered with the Michigan Technological University - CTT to modify the Roadsoft Program to provide a common data entry method for each local road agency. The Roadsoft warranty data fields will be imported into the TAMC ITR module to provide a statewide presentation of the warranty projects that exceed the \$ 2,000,000 threshold.

APPENDIX F

Education and Training

Under Development

Education of Local Road Agencies on Local Pavement Warranty Program

Since the passage of the 2015 Transportation Package, the CRA has been informing its members of the coming warranty requirement; the *Engineering Updates* provided by the CRA-MML Engineering Specialist have also described the imminent Local Pavement Warranty Program. The CRA provided updates about the Local Pavement Warrant Program at its nine regional Council meetings during fall-winter 2017-2018; at its County Engineers Workshop in February 2018; at its Highway Conference in March 2018, and at its Road Commissioners Conference in April 2018. The CRA is also developing this Guidance Document on Local Pavement Warranties to serve as the training manual for. The CRA has scheduled and dedicated a large portion of its annual 2017 Law Symposium to a session on Implementing the New Local Pavement Warranties on December 5, 2017; speakers include the legal counsel from the Road Commission for Oakland County and CRA-MML Engineering Specialist Steve Puuri. The CRA-MML Engineering Specialist Steve Puuri and two bond counsel representatives provided an update at the Michigan Concrete Association.

In addition, the Local Pavement Warranty Task Force has created an Education Committee that has been developing model agency adoption resolutions and training materials. The Task Force has partnered with the Local Technical Assistance Program to develop and conduct training program for decision makers and project staff. The Education Committee is poised to distribute adoption and training materials upon approval of the Local Agency Pavement Warranty Program by MDOT. Finally, the Task Force has developed this Guidance Document to assist local agency decision makers and project staff with implementing their Local Agency Pavement Warranty program.

March 5, 2019

To: Savidge Management LLC

Re: Brownfield Plan for 106 Savidge (70-03-15-382-007), 108 Savidge (70-03-15-382-026) and 110 Savidge (70-03-15-382-025)

In my review of the above-mentioned properties, I have found that 108 and 106 Savidge were built around the 1940's and 110 Savidge was built in 1998. They were all purchased in October of 2017 and their use changed immediately after purchase.

In accordance with the definitions under the Brownfield Redevelopment Financing Act (125.2652, sec. 2.) the property is unoccupied and therefore is an attractive nuisance to children. Also, as confirmed with the appropriate departments, the water and sewer have been shut off or disconnected at the main. The building is also not being heated and is not fit for its intended use without these services.

In conclusion, I believe based on the information provided above that the properties meet the Blighted determination under the definition of the Brownfield Redevelopment Financing Act.

Sincerely,

Heather M. Singleton

Assessor for Spring Lake Township and Village



February 19, 2019

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

Dear Chris,

Congratulations! I am pleased to let you know that the Grand Haven Area Community Foundation has thoroughly reviewed your grant proposal and agreed to provide a grant in the amount of \$3,500.00 for the Lakeside Trail/Whistle Stop Park Mural.

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 to our office at your earliest convenience.

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

Sincerely,

Holly Cole
Director of Grants & Program

One South Harbor • Grand Haven, MI 49417 • 616.842.6378 • fax 616.842.9518 • www.ghacf.org

For good. For ever.SM



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

March 8, 2019

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

Dear Ms. Burns:

Re: **Grant No. 103036-14**
Final Closeout - CGAP Grant FY 2014 (Round 2)

The Michigan Department of Treasury (Treasury) – Revenue Sharing and Grants Division received and reviewed your final reports and other documents pertaining to the Competitive Grant Assistance Program (CGAP) project entitled **Combined Village and Township Hall** and found that you have fulfilled all performance, financial, and administrative requirements.

We have officially closed out this grant agreement. However, should there be any findings we will have to reopen the grant to resolve those issues. It is understood that the Village of Spring Lake will maintain all grant records and documentation for costs incurred for a seven-year period following the date of this letter.

During the seven-year period, Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) may access any books, documents, papers, and/or records of the grantee which are related to this project for purposes of inspection, audit, examination, or review. If Treasury concludes that the grant is not in compliance with conditions and provisions of the grant or has falsified any information, reimbursement of grant funding will be required.

One year after the date of this Final Closeout letter from Treasury, the Village of Spring Lake has agreed (as part of the grant conditions) to provide Form 5071 - CGAP Final Follow-up Report to update Treasury on the status of the project. The update will include a detailed description of service changes and improvements, a detailed status update on the goals and outcomes presented in the application (i.e. have they been met, what has changed, etc...), a description of any set-backs or difficulties experienced related to the project, a detailed analysis of the actual realized cost savings, and any lessons learned to share with other entities.

We appreciate your interest in the CGAP. We ask that you inform all participating local units of this Final Closeout letter. If you have any questions regarding this Final Closeout letter, please call 517-335-7484.

Sincerely,

A handwritten signature in cursive script that reads "Evah Cole".

Evah Cole, Division Administrator
Revenue Sharing and Grants Division

Christine Burns

From: Marv Hinga
Sent: Tuesday, February 26, 2019 10:49 AM
To: Christine Burns
Subject: FW: "Habitat for Humanity House"

Still no call from Ms. Schoemer.

From: Marv Hinga
Sent: Monday, February 25, 2019 8:09 AM
To: 'mcobaltm@aol.com' <mcobaltm@aol.com>
Subject: RE: "Habitat for Humanity House"

12:30 today is fine. The phone number 616-842-1393.

Marv Hinga
Village of Spring Lake

From: mcobaltm@aol.com <mcobaltm@aol.com>
Sent: Friday, February 22, 2019 7:16 PM
To: Marv Hinga <marv@springlakevillage.org>
Subject: Re: "Habitat for Humanity House"

Thank you for your response. I will be able to call you on Monday; I take my lunch at 12:30 will that work for you?

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

From: Marv Hinga <marv@springlakevillage.org>
To: mcobaltm@aol.com <mcobaltm@aol.com>
Sent: Thu, Feb 21, 2019 1:12 pm
Subject: RE: "Habitat for Humanity House"

Good Afternoon Ms. Schoemer,

Sorry about the delay in responding. I am available today after 4:30 or tomorrow during lunch. If neither time works for you, I can meet on Monday during lunch or at 4:30.

Please let me know what day/time works best for you.

Marv Hinga
Village of Spring Lake
616-842-1393

From: Marv Hinga
Sent: Tuesday, February 19, 2019 10:20 AM
To: 'mcobaltm@aol.com' <mcobaltm@aol.com>
Cc: 'Mark Powers' <mark.powers.jd@gmail.com>
Subject: RE: "Habitat for Humanity House"

Good Morning Ms. Schoemer,

I have tried twice to contact you at 517-420-4077. Each time I have been unable to leave a message because the mailbox is full. Is there another number I should use instead?

If not, I can be reached at 616-842-1393.

Have a good day.

Marv Hinga
Village of Spring Lake
616-842-1393

From: Mark Powers <mark.powers.jd@gmail.com>
Sent: Tuesday, February 19, 2019 10:12 AM
To: Marv Hinga <marv@springlakevillage.org>
Subject: Fwd: "Habitat for Humanity House"

----- Forwarded message -----

From: Mark Powers <mark.powers.jd@gmail.com>
Date: Tue, Feb 19, 2019, 10:03 AM
Subject: Re: "Habitat for Humanity House"
To: <mcobaltn@aol.com>

Ms. Schoemer,

Regarding the matter below, Marv Hinga of the village administration staff is trying to reach you on your phone number.

I'm sure he can assist you well.

Mark Powers

On Mon, Feb 18, 2019, 5:56 PM <mcobaltn@aol.com> wrote:

Dear Mr. Powers,

I hope you are doing well.

I purchased my house on 353 S Lake Ave on February 28, 2018. (I am not a habitat for humanity recipient.)

To my chagrin I have found it referred to by the staff at Spring Lake Village offices as a "habitat for humanity house." I don't know what that is supposed to mean. Am I in a small Spring Lake ghetto? Where my tax dollars I pay are for nothing because I've purchased a "habitat for humanity house?" Please explain what this is referencing? I paid market value for 353 S Lake Ave.

The down side of living here is that the unnamed street that I live does not have it leaves picked up (I'm the fourth house in - by the three lot forest) bringing them to the curb requires a truck which I don't have and this road is also not plowed! I pay TAXES to live here!!! And right now I'm not getting any where near the services that I should for the taxes that I pay. My water bill is another thing that I pay for, that quite frankly I don't know how you justify such an outrageous amount for a 1,000 sq ft ranch.

I was hoping to speak to Chris about these items, but she has never returned to my three phone calls. I have waited to pay my water bill until I could speak with her, but as yet she has not responded and the bill was due on Friday.

I hope that being in a "habitat for humanity house" doesn't mean I'm exempt or not allowed from responses from Spring Lake Village management.

Quite serious & Yours truly,

Michelle Schoemer

Christine Burns

From: Christine Burns
Sent: Thursday, February 28, 2019 4:36 PM
To: mcobaltm@aol.com; mark.powers.jd@gmail.com; Marv Hinga
Subject: RE: Taxation with out representation, Habitate for Humanity House, Spring Lake Village Speed Bumps/property value

Ms. Schoemer,

1. I have never referred to your home as a Habitat for Humanity home. I'm not sure where that is coming from.
2. It is impossible for staff to return your phone calls when your voicemail mailbox is full.
3. Your road is **private** and the Village has ZERO control over whether or not speed bumps are placed on the street. I was not aware of any neighborhood feud on your street as I do not concern myself with those type of issues.
4. If you still have concerns regarding your water bill and the charges listed, Marv would be happy to assist. He works part-time and is not here every single day. Your best option is to schedule an appointment to meet with him to clarify whatever may still be confusing to you.

Fondly,

Chris

From: mcobaltm@aol.com <mcobaltm@aol.com>
Sent: Thursday, February 28, 2019 4:29 PM
To: Christine Burns <christine@springlakevillage.org>; mark.powers.jd@gmail.com; Marv Hinga <marv@springlakevillage.org>
Subject: Re: Taxation with out representation, Habitate for Humanity House, Spring Lake Village Speed Bumps/property value

Thank you for your response.

I want to shoot for some clarity.

My email was to address my concerns. Not to speak to the inability to get in touch in a timely effective manner. But since you brought it up, I will expound. This was not the first time I tried to reach you Chris I had left messages at other times in regards to my water bill and wanting to have an understanding of it and I didn't receive a return phone call. Mr. Hinga said that I didn't call, but actually I spoke with him and he got off the phone with me as soon as he picked it up - he mentioned an email - one that I had not read, because I was at work and don't have access to personal email. He didn't engage me. Leaving me to email the letter below. My efforts in wanting an understanding and the time that it took, to no avail to reach you all left the bill unpaid and late - I take responsibility for that. My reaching out was to have an understanding of my water bill. And express to the Village I don't think my tax dollars paid are represented by the lack of leaf pickup or snow plowed. And the distaste in having the Village reference the home as a "habitat for humanity house." The village, you three, haven't let me know why you have referred to my home as one - I am not a habitat for humanity recipient - I paid full market value for my house.

The mention of speed bumps is to give the Village reflection, the cause and effect on allowing for Ms Rita Wilson severe measures to control her neighbor Ms. Jennifer Beehm. Also and you may already be aware this, the speed bumps was just one aspect of over a decade long feud between the two of them. Allowing the speed bumps allowed for irrationality. A tone was set. And not a good one. And you make my point of poor behavior when you say, in regards to the speed bumps: "(which I believe were present when you purchased your home)" Really? Please name one private driveway with one house on it or 50 in the Village that has speed bumps.

That being said I don't feel that there is any thing else for me to say.

As ever,

Michelle Schoemer

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

From: Christine Burns <christine@springlakevillage.org>

To: mcobaltn@aol.com <mcobaltn@aol.com>

Cc: mark.powers.jd@gmail.com <mark.powers.jd@gmail.com>; Marv Hinga <marv@springlakevillage.org>

Sent: Thu, Feb 28, 2019 9:51 am

Subject: RE: Taxation with out representation, Habitate for Humanity House, Spring Lake Village Speed Bumps/property value

Ms. Schoemer,

My apologies if you feel the Village has not responded in a manner you find acceptable. I would like to take a few minutes to offer an explanation of how (I feel) we got to this point. While we wish to be responsive to our residents, we also wish to have inquiries follow the proper chain of command to obtain resolution. You left several voicemail messages for me that I could not return because your mailbox was full. I handed your inquiry off to Marv Hinga, our Clerk/Treasurer, to address since he supervises the utility billing department and should be your first point of contact. Marv attempted to return your calls, but ran into the same issue (full mailbox). He attempt several times to schedule a meeting (either in person or over the phone) with you, to no avail. Emails below did not contain my correct email address and therefore I did not receive them until this morning.

It is correct that you live on a private drive. As such, the property owners on the private drive are responsible for all maintenance and traffic control devices. Should you have an issue with the speed bumps (which I believe were present when you purchased your home) you would need to take that up with your neighbors or association, if there is one established.

The Village does not collect leaves or brush for any private development or on any private road. This policy applies Village-wide, not just for your neighborhood. Typically, private drives have an association that handles that service. I am unaware of whether or not your neighborhood has an association; if not, you may want to consider the establishment of such to regulate road maintenance, traffic control and leaf collection.

Regarding your water bill...please know that we have policies regarding shut-off for non-payment. If you feel that the policy was applied to your situation unjustly, I would be happy to meet with you or you are welcome to explain how you feel the policy was not applied equitably. Here's the facts as I know them: the Village bills in arrears so the water you used in October, November & December was billed in January and due on February 15th. When the bill was not paid on February 15th, you were issued a shut-off notice (which you paid yesterday). If at any time you wish to make a partial payment, we stand ready to accept such. We understand that quarterly billing does not always fit into every household's budget. You are welcome to sign up for automatic payments or drop off payments at an interval that works for your budget (i.e. if your quarterly bill is \$150, you can send a \$50 check in every month). However, any unpaid balance will accrue a penalty and result in a shutoff. We believe this to be true of all utilities and do not feel that paying for water you used in October by February 15th is in any way unreasonable.

If you have further questions, please let me know.

Sincerely,

Chris

Christine Burns
Spring Lake Village Manager
102 W. Savidge
Spring Lake, MI 49456
P: 616.842.1393
F: 616.847.1393



From: Marv Hinga
Sent: Thursday, February 28, 2019 8:52 AM
To: Christine Burns <christine@springlakevillage.org>
Subject: FW: Taxation with out representation, Habitate for Humanity House, Spring Lake Village Speed Bumps/property value

I hit reply all to send this to you and Mark. I did realize Ms. Schoemer used an incorrect e-mail address for you.

From: Marv Hinga
Sent: Thursday, February 28, 2019 8:49 AM
To: mark.powers.jd@gmail.com; christine@springlakevillage.org
Subject: RE: Taxation with out representation, Habitate for Humanity House, Spring Lake Village Speed Bumps/property value

I cannot speak to the history of the speed bumps on the private drive. However, attached is the e-mail string between myself and Ms. Schoemer. After requesting a phone conference for the 26th at 12:30, Ms. Schoemer did not call.

From: mcobaltm@aol.com <mcobaltm@aol.com>
Sent: Wednesday, February 27, 2019 7:23 PM
To: Marv Hinga <marv@springlakevillage.org>; mark.powers.jd@gmail.com; christine@springlakevillage.org
Subject: Taxation with out representation, Habitate for Humanity House, Spring Lake Village Speed Bumps/property value

Hello Messer's Hinga and Powers and Madame Burns,

I thought I would write to you all since it has been difficult to reach you, to either speak to you and or set up a meeting with you.

My concern stems from the unnamed drive that I live on; the one that has homes 353,357,355 and 359 on it. We all have our own perspective drive ways. This "drive" as you have called it, isn't plowed by the village or leaves picked up seasonally. I still pay village taxes and a huge water bill and I don't feel that I'm at all represented! It would be wonderful if these services like my fellow S Lake Ave residences were given to me also. What can you do about this?

Another issue that has been of continued frustration is the three speed bumps (two large asphalt and one plastic rumble strip) that the village allowed for Ms. Rita Wilson to place on a shared driveway. When Ms. Rita Wilson and Ms. Jennifer Beehm were consulting with the Village you disallowed Ms. Beehm's concern and allowed for Ms. Wilson to treat a shared "drive" as her own front yard by re-engineering and putting in three speed bumps. What is the outcome of the Village of Spring Lake's involvement?:

- 1. Diminished property values. Ms. Beehm's property was on the market for three months - in a very hot sellers market, before I purchased 353 S Lake Ave in 02/2018. There was no other home in Spring Lake in that price-point, at that time for me to view. The Buzzells' (357 S Lake Ave) put their home up for sale recently - it didn't sell and was pulled off the market.**
- 2. The Village has allowed for Ms. Wilson to take and implement very hostile measures in the re-engineering and placement of speed bumps on a shared road and set a tone of continued passive-aggression; one that, unfortunately and unbeknownst to me I have unwittingly become a part of and am completely saddened by daily.**

3. **Physicality of the speed bumps damages my car's tie-rods and suspension.**
4. **The jarring physicality of going over the speed bumps effects my own person and the people in the car with me in a hurtful way.**
5. **By allowing for this you have placed Ms. Wilson's cares/concerns over every homeowner on that drive and Ms. Wilson, well aware, revels that she can do what ever she wants to do, you've given her the green light!!!**
6. **The Villages' do what every you want, go ahead and meet a poor behavior with even more poor behavior by junking up a shared drive with speedbumps, puts the Village in a poor light. (Personally I don't know why you wouldn't of suggested a potted tree out in the middle of the shared road in the front of Ms. Wilson's house. This would of slowed Ms. Beehm down! This was a simple problem that could of been easily remedied by some simple suggestions. The Village asked for consensus from the neighbors when Ms. Wilson wanted to build a garage - which is a very positive thing. Why wasn't it done for the re-engineering of the shared drive way with speed bumps - which I consider and most people do a very negative thing? I know, because they told me, if given the chance the Buzzells' would of said no to the placement of the speedbumps and of course, as you well know, Ms. Beehm didn't want them.)**

The Village of Spring Lake council and management might do well by taxpayers if they practiced Theory of mind.

Again, I want to remind you that I'm not a Habitat for Humanity recipient and I paid market value for 353 S Lake Ave.

Yours truly,

Michelle Schoemer

Christine Burns

From: Mark Powers <mark.powers.jd@gmail.com>
Sent: Monday, February 25, 2019 8:56 AM
To: Christine Burns; Marv Hinga
Subject: Fwd: Taxation with out representation

----- Forwarded message -----

From: **Mark Powers** <mark.powers.jd@gmail.com>
Date: Mon, Feb 25, 2019 at 8:55 AM
Subject: Re: Taxation with out representation
To: <mcobaltm@aol.com>

I am well, thank you, Ms. Schoemer.

As a preliminary matter, the role of Spring Lake Village President is not one of being a "boss" or other management role in any way. The only function the Village President has, apart from voting on council matters, is a ceremonial one of chairing meetings.

Put another way, I have no executive authority. As such, Ms. Burns and Mr. Hinga do not report to me. They are hired by the Village Council. The Village Council is their boss. I am only one out of seven on that council. The Village Council, acting as a group, can hold Ms. Burns and Mr. Hinga to account where there is reason.

Regarding your displeasure with Mr. Hinga, if at any time you are upset about the performance of Village employees, your first stop needs to be Ms. Burns. She oversees daily operations and personnel. If Ms. Burns' response is not adequate, you should feel free to bring the matter to the attention of the entire Village Council.

The Village Council meets twice monthly, at 7 pm on the second and third Monday of the month. Any complaints about Ms. Burns that you wish the Village Council to act upon should be presented to all voting members at one of those meetings. Submitting a written complaint prior to the meeting is suggested. This allows each of Ms. Burns' overseeing elected officials to hear the same information at the same time. That process makes it more fair for other Village Council members, each of whom were elected to oversee Ms. Burns.

Regarding the billing practices for utilities, the Village has procedures in place for billing and collecting utilities. The Village is supposed to follow those procedures in every instance. If those procedures were not followed in your instance, please let Ms. Burns know. The Village has, on occasion, made mistakes regarding amounts or timing. Not often, but no process is flawless in execution.

As for being late in paying the water bill, I feel you. I am not always as diligent as I should be about such things. In fact, I once returned from a long business trip to find a utility shut off--I had neglected to pay the bill prior to leaving. It was a bit embarrassing to call the gas company and get my service turned back on. Fortunately, my wife was unaware of my neglect, and I therefore avoided hearing about it for the next 25 years.

Finally, I am unfamiliar with any speed bumps on South Lake Avenue. I drive that road daily, and jog next to it, weather permitting. Where exactly are those bumps? But if Ms. Wilson installed a bump on the private drive off of South Lake Avenue, that is not something the Village controls--shared private driveways are not under our jurisdiction.

I will copy Ms. Burns on this message, and I am sure she will follow up with you soon.

On Sun, Feb 24, 2019 at 8:09 PM <mcobaltm@aol.com> wrote:

Dear Mr. Powers,

I hope you are well.

I spoke with Marv for seconds before he referred to the email he sent me and got off the phone (one that I hadn't read because at work I have access only to my work email and I work in Fremont - so my days are completely full with work and the commute). He was off-putting and didn't want to give me in the time of day.

Any conversation we would have would most likely be over the phone, unless you could see me at 5:30. I need a listening ear. And so far that has not happened. I would prefer to speak with you in regards to this matter.

What has happened, for the very first time in my life, is I received a shut-off notice for water yesterday. I find this disconcerting that this is what follows a water bill that is a week late.

For me I pay taxes to live in the village and I'm not receiving any of the benefit; the section of South Lake Ave that I live on the leaves are not picked up on and the road isn't paved. (Rita Wilson was also allowed to re-engineer S Lake Ave by putting speed bumps in front of her house. Why would Spring Lake Village ever allow that to happen?)

I like living in Spring Lake, but have found that I'm taxed and not represented.

Yours truly,

Michelle Schoemer

Christine Burns

From: Maryann Fonkert
Sent: Monday, February 25, 2019 2:33 PM
To: pethoover@yahoo.com
Cc: Christine Burns; Wally Delamater
Subject: RE: Website Contact Form "Salting/sanding of roads"

Hi Ellen,

I have copied the Village Manager, Chris Burns, and our DPW Director, Wally Delamater, with your concerns.

Thank you for contacting the Village.

MaryAnn Fonkert
Deputy Clerk, CMMC
Village of Spring Lake
102 W. Savidge St.
616 842-1393

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

From: Ellen Hoover <no-reply@www.springlakevillage.org>
Sent: Monday, February 25, 2019 2:26 PM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Salting/sanding of roads"

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

From: Ellen Hoover <pethoover@yahoo.com>
Subject: Salting/sanding of roads

Message Body:

I live at the end of Division St. There are many walkers back here and the roads do not appear to receive salt or sand, only the main roads like Jackson. The bike path does get plowed well but never anything for ice buildup. Please advise

Thank you

--

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

Christine Burns

From: Christine Burns
Sent: Tuesday, February 19, 2019 5:54 PM
To: 'Jeff Rollins'
Subject: RE: Sidewalks

Jeff,

Thank you for bringing this to my attention. We *are* aware that our equipment isn't a perfect solution and we will re-evaluate prior to expending any more funds for equipment for sidewalk snow removal. While it isn't perfect, it's the best we can do at the moment with the equipment we have. It *is* better than how it was prior to the Village taking over the snow removal. The vast majority of people did ZERO sidewalk snow removal and it was more costly for us to enforce the ordinance than it was just to remove the snow. We will be doing a great deal of sidewalk replacement over the new few summers and the new sidewalks will be wider and easier to plow with the equipment we have. I ask for your patience and we continue to try to improve in the areas that are still a bit lacking.

Fondly,

Chris

Christine Burns
Spring Lake Village Manager
102 W. Savidge
Spring Lake, MI 49456
P: 616.842.1393
F: 616.847.1393



From: Jeff Rollins <teamrol@aol.com>
Sent: Tuesday, February 12, 2019 3:20 PM
To: Christine Burns <christine@springlakevillage.org>
Subject: Sidewalks

Hi Chris!

I know you and I had an email conversation about the sidewalk snowblowing the village does last winter. After trudging through the 3" or so on the sidewalks that the blower skips, I had to reach out again. Would it be possible to get a blower for that unit that would fit our older narrower sidewalks? Nearly all residents don't bother to clear their sidewalks figuring that the job the village does is sufficient. It isn't!

Thanks,
Jeff Rollins



Spring Lake District Library Calendar of Events March 2019



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>Questions about library programs or services?</p> <p>Call 616.846.5770 for more information or visit sllib.org</p>			 <p>Instantly borrow digital movies, music, eBooks, and more 24/7</p>		<p>1 10:30 am Preschool Storytime: <i>Construction</i></p> <p>Noon-1pm Green Eggs & Ham lunch; pre-registration required</p>	<p>2 <i>Easy & Convenient!</i></p> <p>Sign up for library text alerts at sllib.org</p>
<p>3 Sunday hours 2-5 pm</p> <p>Teen Tech Week Stop in for a Bingo card!</p>	<p>4 10 am SLDL Friends; newcomers welcome</p>	<p>5 9:45 am Little Movers Storytime 11:00 am Baby Bounce Storytime 7 pm Meet Chef Howard Norris; book signing and recipe samples</p>	<p>6 10 am Mommy and Me Dance Class; pre-registration required</p> <p>4-5 pm LEGO Block Party</p>	<p>7 10:30 am Preschool Storytime: <i>Space</i></p> <p>12 pm Dentist Storytime with Dr. Leitner</p> <p>4 pm Teen Tech Take Apart, ages 10-18</p>	<p>8 10:30 am Preschool Storytime: <i>Space</i></p>	<p>9 Blizzard of Books reading club concludes</p>
<p>10 Sunday hours 2-5 pm</p> <p>3-4 pm Music by the Fireplace: Peat in the Creel</p> 	<p>11 7 pm Town Hall with 30th District State Sen. Roger Victory</p>	<p>12 9:45 am Little Movers Storytime 11:00 am Baby Bounce Storytime 7 pm Women Composers Throughout History</p>	<p>13 9:30 or 10:45 am OAISD Play 'n Learn; ages 0-5</p>	<p>14 10:30 am Preschool Storytime: <i>Dance</i></p> <p>4 pm Full STEAM Ahead; Perler Beads, ages 7-12</p>	<p>15 10:30 am Preschool Storytime: <i>Dance</i></p>	<p>16</p>
<p>17 Sunday hours 2-5 pm</p> 	<p>18</p>	<p>19 9:45 am Little Movers Storytime 11:00 am Baby Bounce Storytime</p>	<p>20 9:30 am OAISD Play 'n Learn; ages 0-2</p>	<p>21 10:30 am Preschool Storytime: <i>Bears</i></p> <p>4 pm SLDL Friends Book Club</p> <p>7 pm <i>Women of the Grand</i> talk & book signing</p>	<p>22 10:30 am Preschool Storytime: <i>Bears</i></p> <p>2:30 pm Cut the Cable: Alternatives to Cable TV</p>	<p>23</p>  <p>Download magazines and audiobooks at sllib.org</p>
<p>24 Sunday hours 2-5 pm</p>	<p>25 6:30 pm Refugee and Resistance: Guest Speaker Guy Stern</p>	<p>26 9:45 am Little Movers Storytime 11:00 am Baby Bounce Storytime</p>	<p>27 3:30-5 pm Teen 'Scape ages 10-18</p>	<p>28 10:30 am Preschool Storytime: <i>Silly Stuff</i></p>	<p>29 10:30 am Preschool Storytime: <i>Silly Stuff</i></p>	<p>30</p>
<p>31 Sunday hours 2-5 pm</p>		 <p>find at sllib.org</p>	 <p>Facebook.com/ SpringLakeDistrictLibrary</p>	 <p>find at sllib.org</p>		 <p>Sign up at Youth Services</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.



DRAFT MINUTES

**Monday, February 18, 2019
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan**

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Present: Hanks, Miller, Petrus, Powers and Van Strate.

Absent: Duer and TePastte

Motion by **Miller**, second from **Hanks**, to excuse the absence of Members Duer & TePastte.

Yes: 5 No: 0

4. Approval of the Agenda

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

Yes: 5 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 60357-60396, EFT Payments 25-29) in the amount of \$168,713.79.

B. Approved the minutes for the January 14, 2019 work session and the January 21, 2019 regular Council meeting.

C. Approved Resolution 2019 - 01, a Resolution designating an authorized signer for the SIB loan.

D. Approved Resolution 2019 – 02, a Resolution of support to obligate North Bank Trail TAP Grant funds.

E. Approved Resolution 2019 - 03, a resolution designating an authorized signer

for the MDOT Exchange Street project contract 19-5043.

F. Approved budget amendments for 2018/2019 fiscal year.

Motion by **Petrus**, second from **Hanks**, to approve the Consent Agenda as presented.

Yes: 5 No: 0

6. General Business

A. You Make the Difference Award – Mr. Parker Bonney

Subject: On January 29, 2019 a 9-year old resident took the initiative to shovel out fire hydrants in the bitter cold, thereby setting a great example for his Village neighbors and certainly worthy of recognition. Mr. Bonney, 114 E. Tolford, brought his parents & members of his cub scout troop with him for the presentation.

President **Powers** presented Mr. Parker Bonney with a You Make the Difference Award and congratulated him for his service award.

7. Department Reports

A. Village Manager - Burns reported that the Short-Term Rental Regulatory Ordinance that was supposed to be included on this agenda had been moved to the March meeting due to a publishing issue. **Burns** also shared that Snow Jam had been a great success.

B. Clerk/Treasurer/Finance Director

C. OCSO

D. Fire

E. 911

F. DPW

G. Minutes from Various Board & Committees

1. **DDA – Burns** reported that the DDA was holding a Special Meeting on February 21st to take care of time-sensitive business that they were not able to do at the regular February 14th meeting because of a lack of quorum.

2. **Parks & Recreation**

3. **Planning Commission**

8. **Old Business and Reports by the Village Council – No old business.**

9. **New Business and Reports by Village Council – No new business.**

10. Status Report: Village Attorney – No additions.

11. Statement of Citizens – No statements of citizens.

12. Adjournment

Motion by **Van Strate**, second from **Miller**, Village Council adjourned the meeting at 7:10 p.m.

Yes: 5 No: 0

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk



Village of Spring Lake

Draft Council Work Session Minutes

February 11, 2019

7:00 p.m.

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

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

1. Presentation of flag to Marine PFC Zachery Clark.

Chris Hindley, the mother of Marine PFC Zachery Clark (623 Fall) requested that an American flag be flown over Village Hall and then presented to her son for his service to our country. He graduated from basic training this week and after a 10-day leave he will head to North Carolina for more training and school of infantry. Ms. Hindley offered to purchase the flag for the presentation.

President **Powers** presented Marine PFC Zachery Clark with an American flag, that had been flown over Village Hall, honoring PFC Clark for the service to his country.

2. Polar Vortex Update (Wally Delamater)

Delamater reported everything had gone well, other than the Township had a major pump go out during a 25° below day. **Delamater** said that there were no other equipment breakdowns and the Village and Township DPW's worked together to get the snow cleaned up.

3. Memorandum of Understanding - North Bank Trail Maintenance with Crockery Township

The Village is receiving MDOT Grant money as a pass-through Act 51 agency for Crockery Township for the construction of the bike path. Technically, the Village would be responsible for the maintenance of the trail. By adopting a maintenance agreement with Crockery Township, that burden will rightfully shift to Crockery Township. This document and the Resolution will be made available for review prior to the Council Meeting.

Hinga reported that the Village was the Act 51 agency administering an MDOT TAP Grant to help Crockery Township build the North Bank Trail from 130th Ave. to downtown Nunica on 112th Ave. and being the administrator

makes the Village responsible for the maintenance, so there needed to be an agreement whereby Crockery Township would take care of the maintenance. **Hinga** said that Bob Sullivan was drafting the agreement that would have to be approved by the Village and Crockery Township. **Hinga** explained that this was the next step to protect the interests of the Village and that the Village could walk away at any time if they wanted, but Crockery would not want that to happen because if they had to go through this process again, they would probably lose about \$300,000 out of \$1.1 million.

4. State Infrastructure Bank (SIB) Loan Agreement Signers - North Bank Trail Construction

The Village as an ACT 51 entity is serving as the pass-through agent for Crockery Township on a SIB loan which will be used to finance construction of the North Bank Trail from 130th to 112th Ave. The loan agreement requires the Village Council adopt a resolution designating the authorized signer for the SIB Loan.

Hinga explained that previously they had agreed to apply for the SIB loan and had been approved, so now they needed to designate a signer. **Hinga** said that they needed a resolution appointing the signer and Manager Burns thought that it should be him. **Council** agreed that Hinga should be the signer for the SIB Loan and this item could be added to the Consent Agenda.

5. Budget Amendments (Marv Hinga).

The finance committee reviewed the proposed budget amendments on Monday, February 4, 2019.

Hinga explained that the first of 3 budget adjustments dealt with refunds that the Village was ordered to pay for some 2017 taxes that had been reduced by the State Tax Tribunal, so the County payed the taxpayer and then billed each entity for their share of that reduction. **Hinga** said the 2nd adjustment was due to the Township asking that the billing for Zoning services go from annual billing to every 6 months and the last was due to the closing of Tanglefoot Park for the 2019 calendar year, so they were losing most of the revenue that normally came in between March 1st and May 1st but the expenses did not drop off that much. **Hinga** said the good news was that there had been a surplus last year of about \$102,000.

Council agreed with the budget amendments and they could be added to the Consent Agenda.

6. You Make the Difference Award (Parker Bonney – 114 E. Tolford)

On January 29, 2019 a 9-year old resident took the initiative to shovel out fire hydrants in the bitter cold, thereby setting a great example for his Village neighbors and certainly worthy of recognition. Mr. Bonney has been invited to attend the regular Council Meeting on February 18, 2019 and will be bringing members of his cub scout troop with him for the presentation.

Burns explained that when a young man takes the initiative to shovel out fire hydrants in a polar vortex, he needed to be recognized so she had reached out to Mrs. Bonney and she will be bringing Parker to the Council meeting for his You Make the Difference Award. **Council** agreed that Parker was a great example for his community.

7. Short-term Rentals Regulatory Ordinance

Attached please find the proposed ordinance for the regulatory piece of the short-term rental issue. This, too, was crafted with input from the property owners and staff.

There was no additional discussion on this item.

8. Coming up in March

- Recreational Marijuana Ordinance
- Recreational Marijuana Regulatory Ordinance
- Commercial Redevelopment District Ordinance

Burns explained that the above items would all be on the March agenda with Public Hearings and Ron Bultje would be in attendance to give guidance and answer any questions. **Burns** said she would be gone for that meeting but **Hinga** would be attending. **Powers** asked if there was any interest in having the Sheriff come back to give his presentation on marijuana. **Powers** said the Sheriff's presentation was new information for him and affected his decision on marijuana. **Burns** said she had already asked the Sheriff to come back and give his presentation and it's on his calendar.

9. Communications

- Library Calendar (February)
- Sidewalk Complaint

Burns updated Council on the Art in the Park campaign.

Powers reported that there had been a Police Commission meeting and they were looking for a replacement for Deputy Steinhauer who would be retiring on July 4, 2019. **Powers** also said he had some ideas for possible restructuring the Sheriff's coverage of the Village, but since there was so much happening right now, he would wait until a better time to discuss it.

10. Minutes

Minutes of the January 14, 2019 Work Session and January 21, 2019 regular meeting were attached for review.

11. Public Comment

Lee Schuitema, 408 W. Exchange, said he did not think it would be good for the Village to allow recreational marijuana establishments.

Adjournment: There being no further business, the meeting adjourned at 7:33 p.m.

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk