

Village of Spring Lake

Council Work Session

September 9, 2019

7:00 p.m.

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

www.springlakevillage.org

1	<p>7:00 p.m. – Preventative Maintenance Agreement (Generators)</p> <p>Currently, the Village does not have a PM agreement for any of our generators. DPW Director Wally Delamater obtained quotes for a PM plan for ALL Village generators (<i>attached</i>). Unfortunately, this PM is not a budgeted expense and would require a budget amendment for FY 19/20 should it be approved.</p>
2	<p>7:05 p.m. – Buena Vista Traffic Concern</p> <p>At the July work session, a resident approached Council about the installation of a speed bump along Buena Vista. At that time, Wally Delamater expressed concerns over the long-term, unintended consequences of doing such. Staff contacted traffic engineer Pete LaMourie for an estimate to perform a traffic study and to obtain his opinion (<i>attached</i>). Staff also contacted the OCRC, which does not loan out their traffic counting device and they do not perform counts on local streets. Sgt. Jason Kik has placed the speed trailer on Buena Vista and has placed additional patrols on the street (only one speeder thus far, clocked at 11 mph over the 25 mph limit). The DPW will be installing speed limit signage at both ends of the street.</p>
3	<p>7:10 p.m. – Commercial Redevelopment Resolution</p> <p>As part of the Commercial Redevelopment Grant Program that was approved in June, it is necessary to adopt Resolution 2019 - 21 (<i>attached</i>) finalizing such. The adoption of the resolution was delayed due to the need to get an agreement for artwork signed by the property owner (<i>see below</i>).</p>
4	<p>7:15 p.m. – Agreement for Art Installation</p> <p>Council and the DDA agreed to grant an additional year of tax abatement if the property owner of 813 W. Savidge would agree to an art installation. Details of that installation have been finalized and now paperwork can be completed for a 7-year tax abatement.</p>
5	<p>7:25 p.m. – High Water Levels</p> <p>The Village has been battling high water levels for the past several years, with 2019 proving to be the most challenging. Ongoing conversations with our civil engineer as well as with Nick Bonstell, Emergency Management Director for Ottawa County, has repeatedly demonstrated that not much can be done until water levels recede (<i>see</i></p>

	email from Ryan Arends). The Parks & Recreation Board has recommended the installation of signage on public property to indicate that the Village is aware of the issue(s) and will address when water levels recede.
6	7:35 p.m. – Mass Gathering Ordinance Staff has been working on a Mass Gathering Ordinance over the past several months in order to establish expectations and guidelines for the use of public property. A rough draft was submitted to attorney Bob Sullivan for his review with the intent that this item would be reviewed by Council, DDA and Parks & Recreation in the month of September with consideration and adoption in October.
7	7:40 p.m. – Coast Guard Festival Discussion Attached please find the Letter of Understanding regarding the Village's participation in the annual Coast Guard Festival.
8	7:50 p.m. – Request for Proposals – 109 S. Jackson On June 12, 2019 the Village released an RFP (Request for Proposal) for the property located at 109 S. Jackson. The property is currently owned by Savidge Three LLC with the offer to donate the property to the Village for redevelopment. The property owner agreed to allow the Village to solicit proposals prior to taking ownership to see what interest was expressed by developers. Proposals are due on 09/06/19 and will be distributed to Council prior to the work session.
9	8:00 p.m. – Communications <ul style="list-style-type: none"> • Calendar – SLDL (September) • Courtyard Concert/Earth's Edge Concert on 09/07/19 at Mill Point Park • Grant Application – Consumers Energy Prosperity Awards • Grant Application – DNR Forestry Grant • NOCHS Municipal Minute • Oktoberfest Marathon Schedule
10	8:11 p.m. - Minutes Minutes of the August 12, 2019 Work Session and August 19, 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 September 13, 2019.
11	8:12 p.m. - Public Comment 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.
12	8:15 p.m. – Adjourn



6/14/2019

Village Of Spring Lake
102 W Savidge Street
Spring Lake, MI 49456
RE: Planned Maintenance Proposal

Dear Ben VanHoeven,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

James Sweeney

James Sweeney
Planned Equipment Maintenance Territory Manager
Office: (616) 988-8682
Cell: (616) 485-1568
Email: james.sweeney@cummins.com



Cummins Inc.
 3715 Clay Avenue SW
 Grand Rapids, MI 49548
 Phone: (616) 538-2250
 Fax: (616) 281-3177

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
Village Of Spring Lake 102 W Savidge Street Spring Lake, MI 49456 Customer #: 184363 Payment Type: Pay As You Go	Name: Ben VanHoeven Phone: 616-842-1393 Cell: 616-638-6472 Fax: 616-847-1393 E-mail: dpw@springlakevillage.org	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	6/14/2019 8/13/2019 QT-54244 James Sweeney 5 Year

Site Name:Barbor School
 (102 West Savidge Spring Lake MI 49456)

Unit Name:	Make:	Model:	S/N:	Size:	ATS Qty:	Notes:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Barbor School	Generac	0009132	3500611	25kW	1		1	November	Full Service	1	\$272.54	\$272.54
							1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
											Year 1 Total:\$672.21	
							2	November	Full Service	1	\$272.54	\$272.54
							2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
											Year 2 Total:\$672.21	
							3	November	Full Service	1	\$281.01	\$281.01
							3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
											Year 3 Total:\$691.86	
							4	November	Full Service	1	\$289.77	\$289.77
							4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
											Year 4 Total:\$712.14	
							5	November	Full Service	1	\$298.86	\$298.86
							5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
											Year 5 Total:\$733.09	

The following riders are included for this unit on this quote:
 With Full Service: Oil Analysis - AMP (Advanced)

Site Name:DPW
 (210 South Buchanan Spring Lake MI 49456)

Unit Name:	Make:	Model:	S/N:	Size:	ATS Qty:	Notes:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
DPW	Generac	0009132	3500614	25kW	1		1	November	Full Service	1	\$272.54	\$272.54
							1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
											Year 1 Total:\$672.21	
							2	November	Full Service	1	\$272.54	\$272.54
							2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
											Year 2 Total:\$672.21	
							3	November	Full Service	1	\$281.01	\$281.01
							3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
											Year 3 Total:\$691.86	
							4	November	Full Service	1	\$289.77	\$289.77
							4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
											Year 4 Total:\$712.14	

5	November	Full Service	1	\$298.86	\$298.86
5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
				Year 5 Total:\$733.09	

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:Fall Street Lift Station

(762 Fall Street Spring Lake MI 49456)

Unit Name: Fall Street Lift Station
 Make: Generac
 Model: 17kw
 S/N: NA
 Size: 17kW
 ATS Qty: 1
 Notes:
 Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$264.61	\$264.61
1	November	Loadbank (2 Hrs)	1	\$392.67	\$392.67
				Year 1 Total:\$657.28	
2	November	Full Service	1	\$264.61	\$264.61
2	November	Loadbank (2 Hrs)	1	\$392.67	\$392.67
				Year 2 Total:\$657.28	
3	November	Full Service	1	\$272.68	\$272.68
3	November	Loadbank (2 Hrs)	1	\$403.85	\$403.85
				Year 3 Total:\$676.53	
4	November	Full Service	1	\$281.03	\$281.03
4	November	Loadbank (2 Hrs)	1	\$415.37	\$415.37
				Year 4 Total:\$696.40	
5	November	Full Service	1	\$289.68	\$289.68
5	November	Loadbank (2 Hrs)	1	\$427.23	\$427.23
				Year 5 Total:\$716.91	

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:Liberty St LS

(Corner of Liberty & Rex Spring Lake MI 49456)

Unit Name: Liberty St LS
 Make: Generac
 Model: QT03624KNAX
 S/N: 6680684
 Size: 36kW
 ATS Qty: 1
 Notes:
 Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$345.45	\$345.45
1	November	Loadbank (2 Hrs)	1	\$411.67	\$411.67
				Year 1 Total:\$757.12	
2	November	Full Service	1	\$345.45	\$345.45
2	November	Loadbank (2 Hrs)	1	\$411.67	\$411.67
				Year 2 Total:\$757.12	
3	November	Full Service	1	\$356.63	\$356.63
3	November	Loadbank (2 Hrs)	1	\$422.85	\$422.85
				Year 3 Total:\$779.48	
4	November	Full Service	1	\$368.22	\$368.22
4	November	Loadbank (2 Hrs)	1	\$434.37	\$434.37
				Year 4 Total:\$802.59	
5	November	Full Service	1	\$380.24	\$380.24
5	November	Loadbank (2 Hrs)	1	\$446.23	\$446.23
				Year 5 Total:\$826.47	

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:River Street Lift Station

(River Street Spring Lake MI 49456)

Unit Name: River Street Lift Station

Make: Cummins

Model: C30N6

S/N: E150833003

Size: 30kW

ATS Qty: 1

Notes:

Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$272.54	\$272.54
1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 1 Total:\$672.21					
2	November	Full Service	1	\$272.54	\$272.54
2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 2 Total:\$672.21					
3	November	Full Service	1	\$281.01	\$281.01
3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
Year 3 Total:\$691.86					
4	November	Full Service	1	\$289.77	\$289.77
4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
Year 4 Total:\$712.14					
5	November	Full Service	1	\$298.86	\$298.86
5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
Year 5 Total:\$733.09					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:South Lake Lift Station

(South Lake Spring Lake MI 49456)

Unit Name: South Lake Lift Station

Make: Generac

Model: QT02524KNSNA

S/N: 5454858

Size: 25kW

ATS Qty: 1

Notes:

Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$272.54	\$272.54
1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 1 Total:\$672.21					
2	November	Full Service	1	\$272.54	\$272.54
2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
Year 2 Total:\$672.21					
3	November	Full Service	1	\$281.01	\$281.01
3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
Year 3 Total:\$691.86					
4	November	Full Service	1	\$289.77	\$289.77
4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
Year 4 Total:\$712.14					
5	November	Full Service	1	\$298.86	\$298.86
5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
Year 5 Total:\$733.09					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:Village Hall

(102 W Savidge Street Spring Lake MI 49456)

Unit Name: Village Hall

Make: Generac

Model: 3459100100

S/N: 2073874

Size: 35kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$345.45	\$345.45
1	November	Loadbank (2 Hrs)	1	\$411.67	\$411.67
Year 1 Total:\$757.12					
2	November	Full Service	1	\$345.45	\$345.45
2	November	Loadbank (2 Hrs)	1	\$411.67	\$411.67

Includes Annual Oil Analysis

					Year 2 Total:\$757.12	
3	November	Full Service	1	\$356.63	\$356.63	
3	November	Loadbank (2 Hrs)	1	\$422.85	\$422.85	
					Year 3 Total:\$779.48	
4	November	Full Service	1	\$368.22	\$368.22	
4	November	Loadbank (2 Hrs)	1	\$434.37	\$434.37	
					Year 4 Total:\$802.59	
5	November	Full Service	1	\$380.24	\$380.24	
5	November	Loadbank (2 Hrs)	1	\$446.23	\$446.23	
					Year 5 Total:\$826.47	

The following riders are included for this unit on this quote:
 With Full Service: Oil Analysis - AMP (Advanced)

Site Name:West Savidge Lift Station

(W Savidge Street Spring Lake MI 49456)

Unit Name: W Savidge Lift Station

Make: Generac

Model: QT02524KNSNA

S/N: 61376434

Size: 25kW

ATS Qty: 1

Notes:

Includes Annual Oil Analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	November	Full Service	1	\$272.54	\$272.54
1	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
					Year 1 Total:\$672.21
2	November	Full Service	1	\$272.54	\$272.54
2	November	Loadbank (2 Hrs)	1	\$399.67	\$399.67
					Year 2 Total:\$672.21
3	November	Full Service	1	\$281.01	\$281.01
3	November	Loadbank (2 Hrs)	1	\$410.85	\$410.85
					Year 3 Total:\$691.86
4	November	Full Service	1	\$289.77	\$289.77
4	November	Loadbank (2 Hrs)	1	\$422.37	\$422.37
					Year 4 Total:\$712.14
5	November	Full Service	1	\$298.86	\$298.86
5	November	Loadbank (2 Hrs)	1	\$434.23	\$434.23
					Year 5 Total:\$733.09

The following riders are included for this unit on this quote:
 With Full Service: Oil Analysis - AMP (Advanced)

Year 1 Total:*	\$5,532.57
Year 2 Total:*	\$5,532.57
Year 3 Total:*	\$5,694.79
Year 4 Total:*	\$5,862.28
Year 5 Total:*	\$6,035.30

Total Agreement Amount:* \$28,657.48

**Quote does not include applicable taxes*



Cummins Inc.
 3715 Clay Avenue SW
 Grand Rapids, MI 49548
 Phone: (616) 538-2250

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
Village Of Spring Lake 102 W Savidge Street Spring Lake, MI 49456 Customer #: 184363 Payment Type: Pay As You Go	Name: Ben VanHoeven Phone: 616-842-1393 Cell: 616-638-6472 Fax: 616-847-1393 E-mail: dpw@springlakevillage.org	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	6/14/2019 8/13/2019 QT-54244 James Sweeney 5 Year

Total Agreement Amount:* **\$28,657.48**
**Quote does not include applicable taxes*

Comment:

Total Agreement Amount Does Not Include Applicable Taxes. Please call (855) 879-6135 or Email pm.service@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

- *25% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours
- 80% of the EPS nameplate kW rating for 2 continuous hours
- Other – Please Specify _____

Please return signed agreement to:

Cummins Inc.
 Attn: PEM Administration Group
 21810 Clessie Court
 New Hudson, MI 48165
 Fax 248-573-1960
 Email: pm.service@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-54244) **Cummins Inc. Approval**

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.



Power Generation System Planned Equipment Maintenance

INSPECTION (MONTHLY, QUARTERLY, OR ONE-TIME PER YEAR)

Battery & Battery Charger System

- Check battery charger functions
- Cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Battery Conductance Test

Fuel System

- Inspect main tank/day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in Fuel Test - Sub-base, day tanks
- Optional - fuel sample for laboratory analysis*

Engine Cooling System

- Inspect all hoses and clamps for leaks, coolant level and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts, observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers for obstruction
- Visually inspect low temperature after cooler coolant
- Optional -coolant sampling*

Engine & Lubrication System

- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system

Intake/Exhaust System

- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations

Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed*

*NOTE: Will not exercise breakers or contactors on a paralleling device.

Generator Operations

- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- System test with or without load

Automatic Transfer Switch

(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)

- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock

FULL SERVICE (INCLUDES INSPECTION)

Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy and other shaft connecting hardware

Lubrication Oil and Filtration Service

- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional - oil sample for laboratory analysis*

*Additional Charge

Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Sales and Service. Any additional repairs, maintenance or service performed by Cummins Sales and Service for a Planned Equipment Maintenance Agreement holder will be at current Cummins Sales and Service labor rates.



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AUGUST 21, 2019

SPRING LAKE PUBLIC WORKS
ATTN: KYLE BOTBYL
102 W. SAVIDGE ST.
SPRING LAKE, MI 49456

We would like to offer you one of our scheduled maintenance programs for your backup power system. Regular scheduled maintenance is a vital part to keeping your generators functional and ready to work when you need them.

Below you will find options for providing regular maintenance on your generators and their respective pricing. You will find a detailed description of what is included in each program on the enclosed Maintenance Program Checklist. To sign up, simply check your preferred level of maintenance, along with the month you would like us to start, and return the signed agreement to us within sixty (60) days to secure the rates quoted below.

Five (5) years, Level 1 Maintenance Program w/ 2 Hr LB on 8 units*..... \$ 28,710
vvvvvvvvv

	YR-1	YR-2	YR-3	YR-4	YR-5
Level 1..	\$ 2,430	\$ 2,430	\$ 2,430	\$ 2,550	\$ 2,550
2hr LB..	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,360	\$ 3,360
Yrly Total	\$ 5,630	\$ 5,630	\$ 5,630	\$ 5,910	\$ 5,910

*See below list of your units and PM price breakdown (for Years 1, 2, & 3 only)
Note: 5% price increase to be applied to below prices for Yr-4 & Yr-5 PM services.

Site Name	Gen Make	Model#	kW	Level 1	2hr LB
Barber School	Generac	0009132	25	\$ 310	\$ 400
DPW Building	Generac	0009132	25	\$ 310	\$ 400
Fall St. Lift Station	Guardian	0055231	17	\$ 230	\$ 400
Liberty St. Lift Station	Generac	QT36	36	\$ 320	\$ 400
River St. Lift Station	Cummins	C30N6	30	\$ 320	\$ 400
South Lake Lift Station	Generac	QT25	25	\$ 310	\$ 400
Village Hall	Generac	2459100100	35	\$ 320	\$ 400
West Savidge Lift Stn	Generac	QT25	25	\$ 310	\$ 400
				\$ 2,430	\$ 3,200

Scheduling Contact/s: _____

Phone: _____

Email Address : _____

ENGINE-DRIVEN GENERATOR MAINTENANCE PROGRAMS

Level 1 Maintenance Program Checklist

One scheduled visit per year which includes, but is not limited to:

- Battery and Charger Inspection of:
 - Fluid Level
 - Voltage
 - Cable & Connections
 - Charger output
- Engine, Inspection of:
 - Oil Pressure
 - Cranking Voltage
 - Safety Shutdowns and Pre-Alarms
 - Crankcase Blow-by
 - Lube Level
 - Spark Plugs
 - Leaks
 - Abnormal Noise or Vibration
 - Alternator Output
- Generator Inspection of:
 - Exciter
 - Stator
 - Brushes & Holders
 - Collector Rings
 - AC Windings
- Fuel System Inspection
 - Flex Fuel Lines
 - Leaks
- Control Panel Inspection
 - Voltage Regulator
 - Engine Monitors
 - Wiring & Relays
 - Indicator Bulbs
 - Connections
- Regular Maintenance - Annually:
 - Change Engine Oil & Oil Filter
 - Change Fuel Filter (As needed – Additional Charge)
 - Adjust Valve Lash
 - Lubricate Generator Bearings
 - Replace Spark Plugs (As needed - Additional Charge)
 - Change Air Filter (As needed – Additional Charge)
- Regular Maintenance – Every 3 Years
 - Replace Engine Coolant (Additional Charge – T&M)
 - Change Batteries (Additional Charge)
 - Change Block Heater Hoses (Additional Charge – T&M)

Level 2 Maintenance Program Checklist

Two scheduled visits per year which include, but is not limited to:

- Battery and Charger Inspection of:
 - Fluid Level
 - Voltage
 - Cable & Connections
 - Charger output
 - Engine, Inspection of:
 - Oil Pressure
 - Cranking Voltage
 - Safety Shutdowns and Pre-Alarms
 - Crankcase Blow-by
 - Lube Level
 - Spark Plugs
 - Leaks
 - Abnormal Noise or Vibration
 - Alternator Output
 - Generator Inspection of:
 - Exciter
 - Stator
 - Brushes & Holders
 - Collector Rings
 - AC Windings
 - Fuel System Inspection
 - Flex Fuel Lines
 - Leaks
 - Control Panel Inspection
 - Voltage Regulator
 - Engine Monitors
 - Wiring & Relays
 - Indicator Bulbs
 - Connections
- One of the scheduled visits will also include:*
- Regular Maintenance - Annually
 - Change Engine Oil & Oil Filter
 - Change Fuel Filter (As needed – Additional Charge)
 - Adjust Valve Lash
 - Lubricate Generator Bearings
 - Replace Spark Plugs (As needed - Additional Charge)
 - Change Air Filter (As needed – Additional Charge)
 - Regular Maintenance – Every 3 Years
 - Replace Engine Coolant (Additional Charge – T&M)
 - Change Batteries (Additional Charge)
 - Change Block Heater Hoses (Additional Charge – T&M)

LOAD-BANKING OPTION

Load Bank testing is a practical method of testing the generator's output under realistic circumstances. Providing on-demand power is the essential directive for a generator. Exercising at less than 100% full-rated load can cause inferior or older systems to run less reliably. Load bank testing rids the exhaust ports and valves of carbon and cylinder-bore buildup, as well as reveals frail electrical components. This can be performed without disabling or interrupting the generator's capabilities. This is normally a process for customers in which we incrementally increase the kW load and record several different readings on a 15-minute interval. Load bank testing will insure that your generator complies with the industry code requirement of NFPA-110, Standard for Emergency and Standby Power Systems.



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In addition to regular scheduled maintenance, Wolverine Power Systems also offers services and repairs that fall outside the normal scope of work on a time and materials (T&M) basis using the following travel fees and labor rates.

Normal Service Call.....	\$ 160 /trip
Emergency/overtime Travel.....	\$ 215 /trip
Normal Labor: (8am-5pm).....	\$ 130 / hour
Overtime/Emergency Labor.....	\$ 195 / hour
Holiday Labor.....	\$ 260/ hour

This agreement renews annually and payment is due after each inspection. Prices do not include applicable tax or surcharges and are subject to change with a 60-day written notice. Customer must submit 30-day written notice to cancel this agreement and any related inspections. Wolverine Power Systems reserves to the right to cancel this agreement at any time and is not liable for any losses or contingent liabilities arising from the operation of this system or the failure of this system to operate.

Authorized By

Signature

Date

Please send completed documents to one of the following:

Mail: Wolverine Power Systems
3229 80th Avenue
Zeeland, MI 49464

Fax# (616) 879-0045

Email: service@wolverinepower.com

Christine Burns

From: Pete LaMourie <lamourip@progressiveae.com>
Sent: Friday, August 2, 2019 8:27 AM
To: Christine Burns
Subject: Buena Vista concerns
Attachments: Buena Vista.JPG

Chris;

Its our understanding that there have been concerns expressed by local residents regarding vehicle speeds on Buena Vista Drive and a resulting desire for speed humps. As you likely know the desire for such speed control or traffic diversion tactic is not uncommon, but the placement of such devices is still somewhat rare even if a full traffic calming program has been adopted by a community. A few of the typical reasons actual installation of speed humps or the like are infrequent include:

- Higher speeds are most often from residents living on the street in question so should be dealt with in other ways;
- Resulting noise impacts of vehicles going over humps or bumps is considered a negative element in residential areas
- Reduction in response times for emergency vehicles

There are more reasons but I don't want to get too preachy. We have assisted other communities (Walker, Wyoming, etc.) with developing traffic calming programs, a process that should be done before any individual street consideration. Those programs include many required steps, including the need to have a super majority of the residents on a street requesting a study, and even higher % requesting actual installation. And often the residents have to agree to pay for removal of the humps (it happens) if they desire so within a few years.

Having said all that, if the Village wishes to proceed with an initial study regarding warranting of speed humps on Buena Vista Drive we can provide those services. The scope of work would include data collection tasks such as traffic counts, a mid-block speed survey, and a streamlined license plate survey. That data would be analyzed and subsequently summarized in a report submitted to the Village. To keep costs down I have not included any meeting or presentation in the cost below.

The cost for completing these services would be in the \$3,500 - \$3,900 range.

Please let me know if you or others have any questions, or if you need this information submitted in a more formal proposal format.

Thanks,

Pete

Peter C. LaMourie, P.E. PTOE
Senior Transportation Engineer
lamourie@progressiveae.com
office 616.361-2664
direct 616.365.8566
progressiveae.com

Confidentiality and Proprietary Rights Notice: This e-mail message and any attachments are considered the intellectual property of Progressive AE and are intended solely for the confidential viewing and use of the intended recipient and may be protected against use or disclosure under Federal and State laws. If you have



Christine Burns

From: Christine Burns
Sent: Tuesday, August 20, 2019 3:33 PM
To: fkeena@ottawacorrc.com
Subject: RE: Website Contact Form "Traffic Counts"

Fred,

Thanks so much!

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

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

From: Fred Keena, Traffic Engineer - Ottawa County Road Commission <no-reply@www.springlakevillage.org>
Sent: Tuesday, August 20, 2019 3:10 PM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Traffic Counts"

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: Fred Keena, Traffic Engineer - Ottawa County Road Commission <fkeena@ottawacorrc.com>
Subject: Traffic Counts

Message Body:

Chris,

Thank you for stopping by our office with a request for a traffic count on a local street. As we discussed, the road commission does not collect traffic counts on local residential streets. We also do not loan out our traffic counting equipment as it takes trained personnel to operate the counters as well as specialized software to download the counters.

Please contact me if you have any further questions or comments.

Sincerely,

Fred Keena
Traffic Engineer

--

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

September 6, 2019

Ms. Ruthann Lomas
438 Buena Vista
Spring Lake, MI 49456

Dear Ms. Lomas,

Thank you for your inquiry regarding speed bumps being placed along your street. Your request was based on an incident, as we understand it, whereas a vehicle passed a garbage truck thereby causing you to back into your mailbox as you were exiting your property. It is not readily apparent how speed bumps would remedy that if a similar situation were to occur in the future, nor is it apparent how a traffic count would provide any relevant information. Buena Vista is a public street and can be traveled by any motorist; knowing *how many* vehicles travel on Buena Vista per day will not impact speeds.

Prior to any changes being made on any street, the Village practice is to consult a traffic engineer to assess the situation. Based on information that the Village has received, Village Council does not believe a traffic study is warranted at this time. The Village has requested additional patrols by the Ottawa County Sheriff's Office and well as the periodic placement of a speed trailer in your neighborhood and our DPW crew will be installing speed limit signs at each end of the street.

Sincerely,

Christine Burns
Village Manager

Cc: Village Council
Buena Vista residents



**VILLAGE OF SPRING LAKE
COMMERCIAL REVITALIZATION
DISTRICT TAX INCENTIVE
APPLICATION**

PROJECT NAME: Alan & Amber LLC Boat Storage Bld.

Date of Application: 5-20-2019

The Village of Spring Lake Commercial Revitalization Tax Incentive Policy has been created for businesses located within the established Commercial Revitalization District (CRD) in the Village of Spring Lake. All properties located within the CRD may be eligible for the tax incentives allowed by the policy approved by the Village of Spring Lake on March 18, 2019. Applications will be accepted and reviewed by the Spring Lake Downtown Development Authority Board (DDA). The applicant may be required to give an oral presentation to the DDA a Board meeting. Typically, the DDA meets on the second Thursday of each month at 7:30 a.m. in the Spring Lake Village Office.

An approved tax exemption may be approved for a minimum of one year to a maximum of twelve years as determined by the Spring Lake Village Council. The CRD Policy adopted by Resolution 2019-08 on March 18, 2019 restated the CRD policy, the criteria for a tax abatement, the application and monitoring procedures and the ranking criteria for each application. The policy is required reading for all applicants. It is attached to this application as attachment A.

**VILLAGE OF SPRING LAKE
COMMERCIAL REVITALIZATION
GRANT PROGRAM**

PROJECT NAME:

Alan & Amber LLC Boat Storage Bld

A. APPLICANT

1. Name: Chris Lisowicz
2. Address: 18275 Berwyck St, Spring Lake, Michigan, 49456
3. Telephone:
Home: 616-842-5631
Work: 616-842-1488

Taxable value at time of application:

72,601

Estimated project cost:

\$150k per page 2

Expected job retained/added:

1 retained 1 added

B. PROJECT INFORMATION

1. Property address: 813 W. Savidge, Spring Lake, Michigan, 49456
2. Parcel ID of the property: 70-03-16-476-007
3. If leased, name & address of building owner(s):

C. PROJECT DESCRIPTION

Boat storage building

- Attach revitalization plans (schematics, construction, drawings, etc.) Designs must include materials to be used and color choices. See Rules & Regulations and Checklist for details.
- Applicant must appear before the Village Council to get approval prior to starting the project and after the project is complete.

Project Schedule: Proposed Start Date: 6/15/19

Expected End Date: 10/15/19

D. PROJECT DETAILS (SCORING):

1. Job Retention

How many full-time equivalent (FTE) jobs will be RETAINED by this project? Add the weekly hours of part-time jobs to arrive at a forty-hour position.

Number of FTE jobs to be retained - 1 FTE Jobs

Kristin Deiulius – 40 hours

Scoring (completed by Village Staff)

1-5 jobs = 5 points

6-10 jobs = 10 points

11+ jobs = 15 points

SCORE - 5

2. New Jobs Created

How many full-time equivalent (FTE) will be CREATED by this project (within two years)? Add the weekly hours of part-time jobs to arrive at a forty-hours position.

Number of FTE jobs to be created - 1 FTE Jobs

Scoring (completed by Village Staff)

5 points per FTE job added

SCORE - 5

3. Project Value (eligible costs based on Policy)

All construction work on the restoration shall be completed within two years after the approval of the certificate (unless a shorter time frame is set by the Village Council).

What is the cost of the project (minus property acquisition)?

\$150,000

Scoring (completed by Village staff):

\$50,000 - \$74,999 15 Points

\$75,000 - \$99,999 25 Points

\$100,000 - \$149,000 35 Points

\$150,000 + 45 Points ✓

SCORE - 45

4. Innovative Energy and Design Techniques

Submit documentation to indicate one of the LEED certification levels (Certified, Silver, Gold, Platinum) achieved by the Rehabilitation project:

(Solar Panels on Building Roof)

LEED Level

Scoring (completed by Village staff):

LEED Certified level = 5 Points

LEED Silver level = 10 Points

LEED Gold level = 15 Points

Solar Panels

LEED Platinum level = 20 points

SCORE -

5. **Bonus Provision at the Discretion of the Downtown Development Authority (DDA)**
(Completed by Village staff): Native Plants

Based on renderings submitted by the applicant at the time of the original application, the DDA may add an additional 1-10 points based on how closely the exterior design of the proposed redevelopment project follows the Downtown Design Manual. At the discretion of the DDA, other initiatives may be considered.

SCORE -

6. **Bonus Provisions at the Discretion of the Village Council**

See Policy for direction on this item (completed by Village staff)

SCORE -

E. SIGNATURE:

Applicant, by virtue of signature on this application document agrees to the terms and requirements of the Spring Lake Village Commercial Revitalization Tax Incentive Program.

Chris Issowing
Building Owner

6-5-19
Date

Building Tenant

Date

Received by Village of Spring Lake - Christine Brunz

TOTAL POINTS (at time of application) -

FINAL POINTS AWARDED -

TOTAL YEARS OF COMMERCIAL REHABILITATION TAX ABATEMENT: 7

Attachment A:

Village of Spring Lake Commercial Rehabilitation District
Policy Guideline for Applicants
Adopted by the Village Council on March 18, 2019

ALAN AND AMBER LLC
18276 BERWYCK
SPRING LAKE, MI 48456

1075

74-2185/2724

17

5-13-19

Date

CHECK ARMOR

Pay to the
order of

Village of Spring Lake | \$ 1,000.00
One thousand 00/100

Dollars



Photo
Safe
Deposit
Details on back

Flagstar
Bank

For

Joe Linker

MP

⑆ 272471852⑆ 125856411⑆

01075

Midland Centre

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

RESOLUTION NUMBER 2019-21

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

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

WHEREAS, the Village of Spring Lake legally established the Spring Lake, Michigan, Commercial Rehabilitation District on March 18, 2019, after a public hearing held on the same date; 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) does not exceed 5% of the total state equalized value of the Village of Spring Lake; and

WHEREAS, the application was approved at a public hearing as provided by section 6(2) of Public Act 255 of 1978 on July 15, 2019; and

WHEREAS, the application was approved for less than 12 years; and

WHEREAS, the Alan & Amber LLC Boat Storage Building is not delinquent in 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 applicant Alan & Amber LLC Boat Storage Building has provided answers to all required questions under Section 6(1) of PA 255 of 1978 to the Village of Spring Lake; and

WHEREAS, the Village of Spring Lake requires that the construction, restoration or replacement of the facility shall be completed by May 20, 2021; 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, retain employment and increase employment in which the facility is situated; and

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

Be and hereby is granted a Commercial Facilities Exemption for the real property, excluding land, located in the Spring Lake Commercial Rehabilitation District at 813 W. Savidge, Spring Lake, Michigan for a period of seven (7) years, beginning December 31, 2019, and ending December 30, 2026, pursuant to the provisions of PA 255 of 1978, as amended.

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 16th day of September 2019.

RESOLUTION 2019-20 DECLARED ADOPTED.

Dated: September 16, 2019

Marvin Hinga, Clerk
Village of Spring Lake



Scholten Fant
Attorneys

Over 50 Years of Service

Robert E. Sullivan • rsullivan@scholtenfant.com • 616.842.3030 • Fax 616.846.6621
100 North Third Street, P.O. Box 454, Grand Haven, MI 49417
www.scholtenfant.com

September 3, 2019

Via Email

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

Re: ARTWORK AGREEMENT

Dear Ms. Burns:

Enclosed you will find a proposed Agreement to be entered into concerning the Alan and Amber, LLC boat storage building and the Commercial Revitalization Grant. Please review the document and advise as to any questions or comments you may have. If acceptable, it may be presented for signature.

Your anticipated attention is appreciated.

Very truly yours,

SCHOLTEN FANT

Robert E. Sullivan

RES/kat
Enclosure

ARTWORK AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2019, by and between the Village of Spring Lake, a Michigan Municipal Corporation, 102 West Savidge Street, Spring Lake, Michigan 49456, (hereinafter sometimes referred to as the "Village"), and Alan and Amber, LLC of 18275 Berwyck Street, Spring Lake, Michigan 49456 (hereinafter sometimes referred to as "the Owner").

RECITALS

The Village of Spring Lake Commercial Revitalization Tax Incentive Policy was created for businesses located within the Established Commercial Revitalization District (CRD) and the Village of Spring Lake; and

WHEREAS, all properties located within the CRD may be eligible for tax incentives allowed by the policy approved by the Village of Spring Lake; and

WHEREAS, the Owner applied for a Commercial Revitalization Grant through the Village; and

WHEREAS, the Spring Lake Downtown Development Authority Board voted to authorize the award of a Commercial Revitalization Grant (the "Grant") to the Owner; and

WHEREAS, a condition of awarding the Grant was the installation of a mural on the outside of the boat storage building to be constructed by Owner.

NOW THEREFORE, in consideration of the promises and obligations set forth herein, the parties agree as follows:

1. Scope of the Work.

The Owner will construct a boat storage building on property situated at 813 West Savidge, Spring Lake, Michigan 49456. As a condition of receiving the Grant, the Owner agrees to install a mural on the north side of the boat storage building depicting the history of the Clinker Boat Manufacturing Company. The mural shall be larger than 750 square feet, and shall be approved by the Village Manager prior to installation. The cost of materials and labor will be the sole responsibility of the Owner.

2. Time of Completion.

The Project shall be fully installed and completed by the Owner by October 1, 2020.

3. Maintenance.

The mural shall be maintained by the Owner and shall not be removed from the building during the period of the Grant.

4. Miscellaneous Provisions.

A. Governing Law. This Agreement is governed by the laws of the State of Michigan.

B. Notice. Any notice or other communication given by either party to the other related to this Agreement must be hand delivered; sent by a commercial carrier; or sent by mail, addressed to the party at its address as set forth below. The notice or other communication will be effective on the date it is delivered or on the third business day after being sent, whichever comes first.

If to the Village: 102 West Savidge Street, Spring Lake, Michigan 49456

If to the Owner: 8275 Berwyck Street, Spring Lake, Michigan 49456

The Owner shall notify the Village of changes in their address. The failure to do so, if such failure prevents the Village from locating the Owner, shall be deemed a waiver by the Owner of the rights granted to or retained by the Owner in this Agreement, the exercise of which requires response by the Owner. Mailing notice by the Village by certified mail with return receipt requested to the address of the Owner currently on file with the Village at the time of such mailing shall be deemed to be an adequate notification effort by the Village hereunder.

C. Entire Agreement. This document constitutes the entire agreement between the parties and supersedes all prior understandings and discussions. This Agreement may only be modified in writing by an amendment signed by both parties.

D. Authority. Owner warrants that the individual executing this Agreement is properly authorized to bind the Owner to this Agreement.

E. Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed as to define or limit the terms and provisions hereof.

F. Severability. If any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law or the State of Michigan, the validity of the remaining portions or provisions shall be unaffected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

VILLAGE OF SPRING LAKE

BY: _____
Village Manager

ATTEST:

BY: _____
Village Clerk/Treasurer

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Chris Burns, as Village Manager.

Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

OWNER: ALAN AND AMBER, LLC

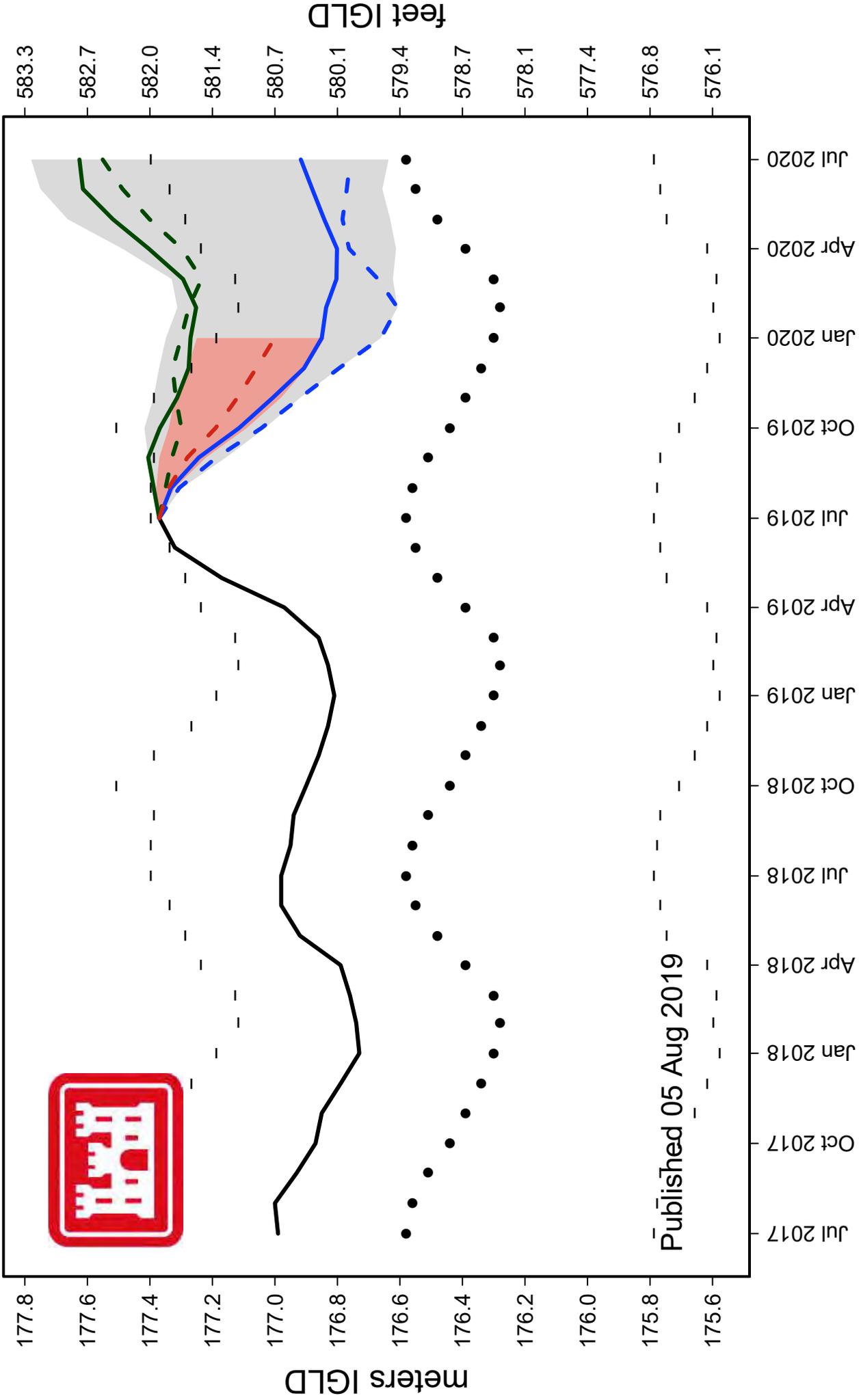
BY: _____
Its Member

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Owner.

Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

Lake Michigan-Huron Monthly Mean Water Levels



Published 05 Aug 2019

Range for Probable Outcomes Aug Bulletin Forecast Range Long Term Average Long Term Max/Min

1972-73 1992-93 1998-99 1976-77

Bulletin Forecast Most Probable

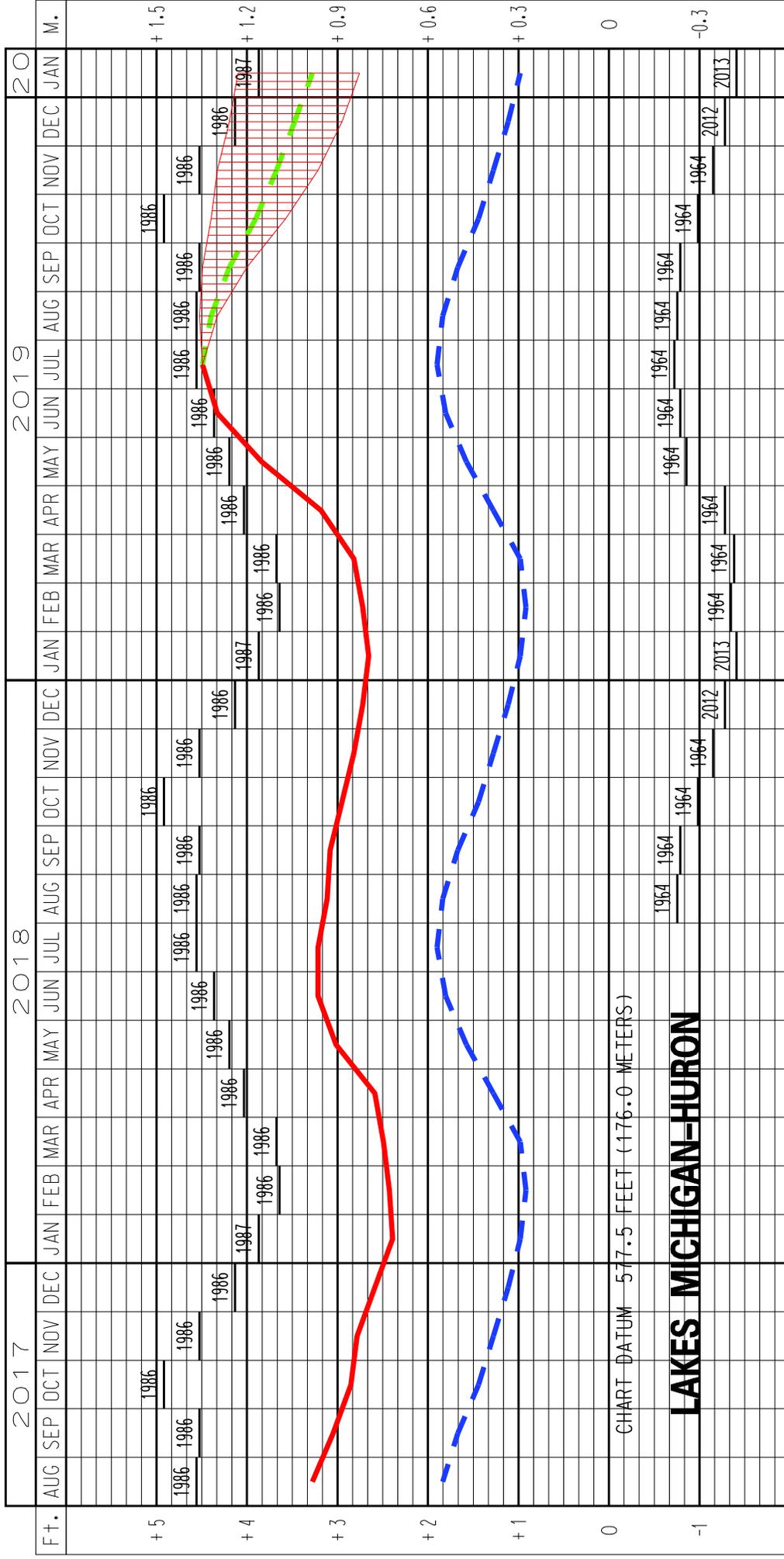
meters IGLD

feet IGLD

177.8 177.6 177.4 177.2 177.0 176.8 176.6 176.4 176.2 176.0 175.8 175.6

Jul 2017 Oct 2017 Jan 2018 Apr 2018 Jul 2018 Oct 2018 Jan 2019 Apr 2019 Jul 2019 Oct 2019 Jan 2020 Apr 2020 Jul 2020

LAKES MICHIGAN-HURON WATER LEVELS - AUGUST 2019



LEGEND

LAKE LEVELS

RECORDED

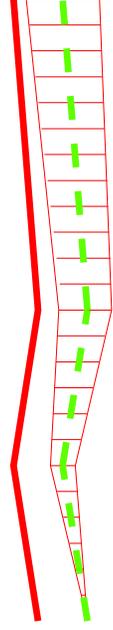
PROJECTED

AVERAGE **

MAXIMUM **

MINIMUM **

** Average, Maximum and Minimum for period 1918-2018



Christine Burns

From: Ryan Arends <RArends@mbce.com>
Sent: Wednesday, August 21, 2019 11:08 AM
To: Christine Burns
Cc: Wally Delamater
Subject: Grand River Greenway & 209 S. Park

Hi Chris,

As discussed, I met with Wally in early June to review the trail erosion and flooding along the Grand River Greenway near 209 S. Park Street. At that time I relayed to Wally that the flooding is not a result of the existing trail design and not much could be done to repair the trail erosion until the river levels recede to historical averages, and that it would be best to close that portion of the trail until then. If sand bags, riprap, or a steel sheet pile seawall were installed to prevent further erosion they would trap water on the trail and north of the trail preventing drainage from north to south across the trail to the river. Significant pumps would then be required to keep the trail dry during and after significant rain events. Another option to reopen the trail would be to eliminate the HMA trail on grade in this location and construct timber boardwalk, unfortunately this is very costly (estimated at \$850-\$900 per foot for 14' wide boardwalk), difficult to permit, and would not solve the flooding experience by 209 S. Park. We recommend keeping this section of the trail closed until river levels recede and repairs can be made. If you have any questions or would like to discuss further please let me know.

Thanks

Ryan Arends, P.E.



2020 Monroe Avenue | Grand Rapids, MI 49505

Ph: (616) 363-9801 | Cell: (616) 638-3137 | Fx: (616) 363-2480 | rarends@mbce.com

[Website](#) | [LinkedIn](#)

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Christine Burns

From: Ryan Arends <RArends@mbce.com>
Sent: Wednesday, August 21, 2019 10:59 AM
To: Christine Burns
Cc: Wally Delamater
Subject: Jackson Street Dock

Hi Chris,

To summarize our phone conversation, the issue with sinkholes at the Jackson Street dock is directly related to high lake levels. We first investigated this for you in 2015 when lake levels began to rise. The existing concrete seawall was found to be cracked adjacent to the storm sewer outlet that extends through the seawall. The outlet remains submerged and wave action through the seawall crack has caused erosion of the adjacent underlying road and sidewalk sand subbase material. The pavement cores and borings that we completed in May of 2018 did not show any significant voids under the road or sidewalk, however these only provide spot information and a void could be present in other areas. The lake level is so high now that not much can be done to repair the problem areas and crack in the seawall until the lake recedes to historical average levels. We recommend barricading the road and dock until the lake level recedes and repairs can be made. If you have any questions or would like to discuss further please let me know.

Thanks

Ryan Arends, P.E.



2020 Monroe Avenue | Grand Rapids, MI 49505

Ph: (616) 363-9801 | Cell: (616) 638-3137 | Fx: (616) 363-2480 | rarends@mbce.com

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Scholten Fant
Attorneys

Over 50 Years of Service

Robert E. Sullivan • rsullivan@scholtenfant.com • 616.842.3030 • Fax 616.846.6621
100 North Third Street, P.O. Box 454, Grand Haven, MI 49417
www.scholtenfant.com

August 30, 2019

Richard and Marianne Martinus
209 S. Park Street
Spring Lake, Michigan 49456

Re: Public Bicycle Path and Walkway Easement Regarding 209 S. Park

Dear Mr. and Mrs. Martinus:

Please be advised that our office represents the Village of Spring Lake. In that capacity, we have been requested to review the issues concerning the bicycle path and walkway easement along the property that you own situated at 209 S. Park in the Village of Spring Lake (the "Subject Property"). As you may be aware, during the period that the Village Hall was under reconstruction, the Village purchased the Subject Property and relocated Village offices to that location. When a decision was made to sell the Subject Property, the Village retained an easement over a portion adjacent to the waterway for purposes of constructing a bicycle path and/or walkway. This "Reservation and Dedication of Public Bicycle Path and Walkway Easement" (the "Easement") was executed on December 28, 2012 and recorded with the Ottawa County Register of Deeds.

The Subject Property was subsequently sold to you by the Village. Contemporaneously with the sale, you consented to the terms and conditions described in the Easement. In other words, you purchased the Subject Property subject to the terms of the Easement.

Pursuant to the terms of the document, the Village is granted the following authority:

The Easement dedicated herein shall be for the purpose of operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Non-Motorized Pedestrian Path and Walkway (including sidewalks, and boardwalks, and security fencing and barriers, with landscaping, at the election of the Village) which may run over and across the above-described Easement and right-of-way,

all hereinafter collectively referred to as the "Bicycle Path and Walkway Easement."

The Easement granted herein shall include the right to enter upon sufficient land adjacent to the Bicycle Path and Walkway Easement or is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said Bicycle Path and Walkway, together with the right to install and maintain signs on the adjacent land as to be used by the general public.

TO HAVE AND TO HOLD said Bicycle Path and Walkway Easement and right-of-way over and across the above-described piece or parcel of land dedicated unto the general public, the Village, its successors and assigns, for the use and benefit of the general public, Village, their successors and assigns, **FOREVER**.

The Bicycle Path and Walkway Easement shall include, but not be limited to, the Village's right to enter upon the Easement at any reasonable time for the purpose of such construction, maintenance, repair, replacement, reinstallation and inspection of its Bicycle Path and Walkway. The Easement and right-of-way shall further include right to remove trees, brush, undergrowth and other obstructions situated upon the above-described piece or parcel of land which may interfere with the location, construction, maintenance or repair of such Bicycle Path or Walkway. The Village further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the Easement for the purpose of maintenance, repair, replacement, construction or reinstallation of such Bicycle Path and Walkway.

In reviewing the language, the Easement grants the Village the authority to enter onto the Subject Property for the purposes of constructing and maintaining a bicycle path or walkway. It does not, however, create an affirmative duty for the Village to engage in these activities. In other words, the document does not require the Village to construct a path or walkway, nor does it impose a duty on the Village to remove water from the path or walkway so that it is passable. Similarly, there is no obligation to reconstruct the path or walkway so that it would be passable given the current water levels. While the Village has the right to enter the Subject Property to perform maintenance or repairs, it is not required to do so.

We understand that a question has also been raised concerning the possibility of revoking the Easement. As set forth above, you purchased the Subject Property subject to the terms of the Easement. While you consented to the terms, you did not, in our opinion, actually grant an Easement to the Village. The Village as prior owner of the property declared the Easement subject to which you purchased the property.

While we certainly appreciate the problems which are created by the current water levels, the Easement in question does not impose a duty on the Village to take any affirmative action to mitigate the problems created by the water levels.

The Village understands that there may be damage to the walkway situated on the Subject Property. This is true in many other areas of the Village as well. In consultation with the Village's Civil Engineer, it has been recommended to the Village that they wait until the water levels have receded to assess all damaged areas within the Village. The Village will then address damage to street ends, pathways and park lands once the water levels have receded. If you have claims for damages to your property, they should be submitted to your individual homeowner insurance carrier.

Finally, we understand that there has been a request to loan out certain of the equipment owned by the Village for use by you or other individual homeowners. Such an act, would, in our opinion, constitute the private use of public property which would not be for public purpose. Accordingly, it has not been our advice to the Village, or other municipalities, to permit loaning of public property to a private homeowner.

Should you have additional questions concerning the foregoing, please do not hesitate to advise.

Very truly yours,

SCHOLTEN FANT

A handwritten signature in blue ink, appearing to read "R. Sullivan", is written over the typed name "SCHOLTEN FANT". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Robert E. Sullivan

RES/kat

cc: Chris Burns



VILLIAGE OF SPRING LAKE
MASS GATHERING ORDINANCE

ORDINANCE NO. 0 of 2019

AN ORDINANCE TO PROVIDE A LICENSING PROCEDURE FOR MASS GATHERINGS
TO ENSURE THE PUBLIC HEALTH, SAFETY AND WELFARE BY PROPER PLANNING
FOR AND USE OF VILLAGE SERVICES AND PERSONNEL.

THE VILLAGE OF SPRING LAKE ORDAINS:

Section 1. Definitions

The following terms, as used in this Ordinance, are hereby defined to mean:

- a. "Licensee" shall mean any person to whom a license is issued pursuant to this Ordinance.
- b. "Mass gathering" shall mean an organized event of (100) people or more held at a single location on either public or private land within the Village; provided, however, a mass gathering shall not include an event held by a school recognized by the State of Michigan and held on school owned property, (Please add verbiage to include church services and events held on church property?) or an event sponsored by the Village.
- c. "Person" shall mean any natural person, partnership, corporation, limited liability company, association, organization, or other legal entity.
- d. "Sponsor" shall mean any person who organizes, promotes, conducts or causes to be organized, promoted or conducted a mass gathering.
- e. (Please add.) "Event Coordinator" shall be a designee of the Village Manager.

- f. "Sketch Plan" shall mean a composite drawing on a Village map that identifies the specific locations of each required amenity and layout of the specific site which includes all requirements of an application.

- g. "Village" shall mean the Village of Spring Lake.

Section 2. License Requirements

2.1 Necessity of License

A person shall not sponsor, maintain, conduct, promote or permit a mass gathering in the Village without first obtaining a license from the Village for such mass gathering. In addition, a person shall not sponsor, maintain, conduct, promote or permit an organized outdoor event of any size in conjunction with or on the same date and at the same location as a mass gathering without first being included in the application of and being included on the approved license for the mass gathering.

2.2 Application for License

No less than sixty (60) days before the proposed mass gathering, except as provided for in Section 2.9, the sponsor(s) of the mass gathering shall submit in writing an application for a mass gathering license to the Village Manager, copies of the application shall be forwarded to local law enforcement, the fire department and to other appropriate public officials as the Village Manager determines. Such officers and officials shall review and investigate matters relevant to the application and report their findings and recommendations to the Village Manager.

The application shall contain at least:

- (1) The name(s), address(es) and telephone numbers(s) of the proposed mass gathering sponsor(s).

- (2) The date(s) and hours of the proposed mass gathering.

- (3) A description of the kind, character and type of mass gathering proposed.

- (4) The address or location of the site at which the proposed mass gathering will be held, including a written statement from the property owner consenting to the use of the property for the proposed mass gathering.
- (5) An estimate of the maximum number of people expected to attend the proposed mass gathering.
- (6) A written statement, including drawings and diagrams where applicable, that indicates how the sponsor(s) plans to provide for the following:
 - (a) Police and fire protection
 - (b) Medical facilities and services, including emergency vehicles and equipment
 - (c) Food and water supply facilities
 - (d) Health and sanitation facilities
 - (e) Vehicle access and parking facilities for event workers, vendors and attendees
 - (f) Pedestrian access facilities to, from and within the site of the mass gathering
 - (g) Traffic (vehicle and pedestrian) Control Plan
 - (h) Cleanup and waste disposal
 - (i) Noise control
 - (j) Insurance and bonding arrangements
- (7) A sketch plan shall be included with the application which shows at a minimum, areas of staging, parking, sanitation facilities, emergency corridors and first-aid stations, ingress and egress locations, pedestrian crossing areas, traffic control areas, waste disposal, food and water facilities and resources.

(8) The applicant shall attach a letter from all required entities that they have received a copy of the application and accept the general layout as presented according to the entity's requirements.

2.3 Application Fee

Each application for a mass gathering license shall be accompanied by a non-refundable fee in an amount established from time to time by the Village Council as established in the Village's Schedule of Fees. (Should this include a Refundable Security Deposit that will be withheld in the case of property damage or failure to clean up? Is that covered by insurance?)

2.4 Action on Application

After receiving an application for a mass gathering license and the appropriate fee, the Village Manager or their appointee, shall review and consider the information contained in the application and shall, if necessary, investigate or cause to be investigated the circumstances surrounding the proposed mass gathering, including the suitability of the site for the proposed mass gathering, the length of the proposed mass gathering, the number of people anticipated to attend, whether there is a conflict with other uses of the site, the increased demands on the Village police, fire department and emergency medical resources, and the sponsor's plans to provide adequate food and water facilities, bathroom facilities, disposal of solid waste and garbage and vehicle parking, access and pedestrian routes to and within the site.

2.5 Requirement for Applicant's Reimbursement to the Village

(1) Cost Determination

During the Village Manager's review, a determination of the estimated cost to the Village in terms of service or personnel shall be calculated and the applicant shall be responsible for reimbursement to the Village for the estimated cost. Since most events are customarily held on weekends, over-time rates shall be used in the calculation for all events held on weekends.

This estimate shall not include the Village's regularly scheduled activities or personnel schedules that would normally be scheduled on the specific dates(s).

(2) Reimbursement requirement for Village Employees

Determination for man-power hours shall be based on the Village's actual cost to have the lowest paid departmental employee(s) in ascending order for the specific task on duty during the event. Reimbursement shall be based on all cost associated to the specific task on duty during the event. Reimbursement shall be based on all cost associated to the specific employee including but not limited to, regular or overtime pay, fringe benefit reimbursement and insurances.

(3) Reimbursement requirement for Village Equipment, Supplies, or Services

Reimbursement to the Village for equipment, vehicles, or supplies and services such as refuse disposal cost and vehicles shall be based on actual cost of equipment or services, or vehicle cost based on the State of Michigan's Schedule of Equipment Cost, as amended and as updated by the State of Michigan Department of Treasury at the time of the event.

(4) Reimbursement Payment to the Village

All reimbursement cost to the Village shall be paid in full within not more that 30 days after the final date of the event. The Village shall use any legal means necessary in collection of cost reimbursement. Non-payment of reimbursement cost may jeopardize the event's next scheduled activity and can be grounds for Council denial of future applications.

2.6 Minimum Requirements

All Licenses will, at a minimum, require the following:

Security Personnel – The Licensee is responsible for employing such security personnel as are reasonably necessary and sufficient to provide for the adequate security and protection of the maximum number of attendees at the assembly and/or the preservation of order and protection of property in and around the site of the assembly. No license shall be issued unless the County Sheriff is reasonably satisfied that such necessary and sufficient security personnel will be provided by the Licensee for the duration of the assembly.

Water Supply – The Licensee shall provide sufficient potable water for drinking and cooking, washing and other water-using facilities for peak demand conditions.

Restroom Facilities – The Licensee shall provide sufficient toilet facilities or portable toilets, hand washing stations, and drinking water facilities. The number and type of facilities required shall be determined, on the basis of the number of attendees, in the following manner:

Facilities	Male	Female
Toilets	1:300	1:200
Urinals	1:100	
Lavatories	1:200	1:200
Drinking Fountains	1:500	1:500
Taps or Faucets	1:500	1:500

All facilities shall be installed, connected and maintained free from obstructions, leaks and defects and shall at all times be in operable condition as determined by the County Public Health Department.

Food Service – If food service is made available on the premises, it shall be delivered only through concessions operated in accordance with the temporary food establishment provisions of the [Michigan Food Law of 2000, MCL 289.1101, et seq.; applicable rules and regulations, including R 285.558, et seq., Temporary Food Establishments](#); and any other applicable provision of state or local law. If the assembly is distant from food service establishments open to the public, the Licensee must make such food services available on the premises as will adequately fee the attendees.

Medical Facilities – If the assembly is not readily and quickly accessible to adequate existing medical facilities, the Licensee shall be required to provide such facilities, including cooling tents or facilities on the premises of the assembly.

Liquid Waste Disposal – The Licensee shall provide for liquid waste disposal in accordance with all the rules and regulations established by the [County Public Health Department of the Public Health Code, Part 127; Water Supply and Sewer Systems, MCL 333.12701, et seq.; the Natural Resources and Environmental Protection Act, Part 117: Septage Waste Servicers, MCL 324.11701](#), applicable rules and regulations and any other applicable provision of state or local law.

If liquid waste retention and disposal requires septage waste servicers, they shall be licensed in accordance with the Natural Resources and Environmental Protection Act, Part 13: Permits, MCL 324.1301, et seq., applicable rules and regulations and any other applicable provision of state or local law. The licensee shall provide the Village Clerk and County Public Heal Department with a true copy of an executed agreement with the licensed septage waste servicer for the proper, effective and frequent removal of liquid wastes from the premises to prevent a nuisance or threat to the public health.

Solid Waste Disposal – The Licensee shall provide for solid waste storage on, and removal from, the premises in accordance with the [Natural Resources and Environmental Protection Act, Part 115: Solid Waste Disposal, MCL 324.11501, et seq.](#), and the [Michigan Department of Community Health rules](#) regarding sanitation and safety standards for campgrounds and public health.

Storage shall be in approved, covered, fly-tight and rodent-proof containers, provided in sufficient quantity to accommodate the number of attendees. Prior to issuance of any license, the licensee shall provide the Village Clerk and County Public Health Department with a true copy of an executed agreement with a licensed refuse collector for the proper, effective, and frequent removal of solid waste from the premises to prevent a nuisance or threat to public health.

Access and Traffic Control – The Licensee shall provide for ingress to and egress from the premises so as to insure the orderly flow of traffic onto and off of the premises. Prior to the issuance of a license, the County Road Commission and County Sheriff must approve the Licensee’s plan for access and traffic control.

Parking – The Licensee shall provide a parking area sufficient to accommodate all motor vehicles, with at least one automobile space for every four attendees.

Camping and Trader Parking – A Licensee who permits attendees to remain on the premises between the hours of 2 a.m. and 6 a.m. shall provide for camping and trailer parking and facilities in accordance with the Village Zoning Ordinance; the Public Health Code, Part 125: Campgrounds, Swimming Areas and Swimmer’s Itch, MCL 333.12502, et seq., and the Michigan Department of Community Health rules regarding sanitation and safety standards for campgrounds and public health.

Lighting – The Licensee shall provide lighting of all occupied areas sufficient to ensure safety and comfort off all attendees. The Licensee’s lighting plan shall be approved by the Village.

Insurance – Before the issuance of a license the Licensee shall obtain public liability insurance with limits of not less than [\\$1,000,000 \(Feels low, please update to best practice amount.\)](#) and property damage insurance with a limit of not less than [\\$50,000 \(Also low, please update.\)](#) from a company or companies authorized to do business in the State of Michigan, which insurance shall insure liability for death or injury to person or damage to property which may result from the conduct of the assembly or conduct incident thereto and which insurance shall remain in full force and effect in the specified amounts for the duration of the License. The evidence of insurance shall name the Village as an additional insured and shall include an endorsement to the effect that the

insurance company will notify the Village in writing at least 10 days before the expiration of cancellation of said insurance.

Bonding – Before the issuance of a license, the Licensee shall obtain, from a corporate bonding company authorized to do business in Michigan, a corporate surety bond in the amount of \$100,000 in a form to be approved by the Village, conditioned upon the Licensee’s faithful compliance with all of the terms and provisions of this indemnify the Village, its agents, officer and employees against any and all loss, connected with the assembly or the Village’s (or its agent’s) provision of services for the same and which shall indemnify the owners of property adjoining the assembly site for any costs attributable to cleanup up and/or removing debris, trash, or other waste resultant from the assembly.

Fire Protection – The Licensee shall, at its own expense, take adequate steps as determined by the Fire Chief to ensure fire protection, and the assembly shall be subject to all applicable sections of the [Fire Prevention Code, MCL 29.1 et seq.](#), and any applicable rules and regulations promulgated thereunder.

Noise Control – Sound-producing equipment, including, but not limited to , public address systems, speaker systems, radios, live or broadcast musical instruments, or other live, electronic, mechanical or broadcast sound or music devices shall not be used or operated on the premises of the assembly so as to cause or create any sound or noise in such a manner or with such volume as to unreasonably upset or disturb the quiet, comfort, or repose of other persons in adjacent areas between the hours of 10 p.m. and 7 a.m.

Fencing – [\(What are the LCC requirements on this?\)](#)

The Licensee shall erect a fence completely enclosing the site, of sufficient height and strength to prevent persons in excess of the maximum permissible attendees from gaining access, and that has sufficient gates properly located to provide ready and safe ingress and egress. [\(Can we add examples of the type of event that requires this? Beer Tent?\)](#)

Miscellaneous – Prior to issuance of a license, the Village may impose any other conditions(s) reasonably calculated to protect the health, safety, welfare and property of attendees or of citizens of the Village.

2.7. Village Manager or Event Coordinator Approval

Within thirty (30) days after receiving a complete application for a mass gathering license, the Village Manager shall do one of the following:

- (1) Issue a license

- (2) Issue a license subject to specified conditions, or
- (3) Deny a license.

A denial is proper if the Village Manager finds by a preponderance of the evidence that holding the mass gathering as proposed would be detrimental to the public health, safety and welfare of the Village. A license may also be denied if (1) the applicant fails to comply with any or all requirements of the Ordinance, or with any or all conditions imposed by the license, or with any other applicable provisions of state or local law, or (2) the applicant has knowingly made a false, misleading or fraudulent statement in the application or in any supporting document. If the Village Manager denies a mass gathering license, the Village Clerk shall send written notice of the denial, including the reasons for the denial, to the sponsor(s) by certified mail within five (5) days of the denial decision.

2.8. Revocation

The Village Manager or Designee may revoke a license whenever the Licensee, or his employee or agent, fails, neglects or refuses to fully comply with any and all provisions and requirements set forth herein or with any and all provisions, regulations, ordinances, statues, or other laws incorporated herein by reference.

2.9. Waiver

The Village President may waive the requirement in Section 2.2 that application for a license be filed no less than sixty (60) days before the proposed mass gathering if circumstances make it impossible for the applicant to comply.

Section 3. Appeals Process.

An aggrieved applicant may appeal any decision of the Village Manager or the Village President to the Village Council at the regularly scheduled, monthly Village Council meeting. All such appeals shall be filed and heard prior to the event's occurrence. No appeal of the costs imposed by this Ordinance shall be considered for any event after the event's occurrence. The Village Council's decision shall be final.

Section 4. Other Organized Outdoor Events.

A person shall not sponsor, maintain, conduct, promote or permit an organized outdoor event with an anticipated attendance of between 50 and 99 people in the Village of Spring Lake without prior approval of the Village Manager and issuance of a license pursuant to this Section

4. The Village Manger shall issue a license if the applicant complies with subsections (1)-(5) of Section 2.2., unless the Village Manager finds by a preponderance of the evidence that holding such a gathering as proposed would be detrimental to the public health, safety and welfare of the Village.

Section 5. Violations

5.1 Municipal Civil Infractions

Any person who violates any provision of the Ordinance shall be responsible for a municipal civil infraction and shall be subject to a find of not more than **Five Hundred and 00/100 (\$500.00) Dollars (Please review with OCSO.)** as well as the costs of prosecution as permitted by law. Each day this Ordinance is violated shall be considered as a separate violation.

5.2 Enforcement Officials

The Ottawa County Sheriff's Department and/or Ordinance Enforcement Officer are hereby designated as the authorized Village officials to issue municipal civil infraction citations directing alleged violator of this Ordinance to appear in court. (Please review with OCSO.)

5.3 Nuisance Per Se

A violation of the Ordinance is hereby declared to be a nuisance per se and is declared to be offensive to the public health, safety and welfare.

5.4 Civil Remedies

In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding, the Village may initiate proceedings in the Circuit Court to abate or eliminate the nuisance per se or any other violation of this Ordinance.

Section 6. Post-Mortem Meeting

Sponsor will agree to meet with the Event Coordinator and any additional Village staff within two weeks of the event to review how the event went, what worked and what did not, or jeopardize future events. (Please review this added copy.)

Section 7. Severability.

If any portion of the Ordinance or the application thereof to any person or circumstances shall be found to be invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining portions or applications of this Ordinance which can be given effect without the invalid portion or application, provided such remaining portions are not determined by the court to be inoperable, and, to this end, this Ordinance is declared to be severable.

Section 8. Effective Date.

This Ordinance shall become effective twenty (20) days after being published in a newspaper of general circulation within the Village.

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Ordinance No. 0 of 2019 Adopted.

Date Approved: _____

Date Published: _____

Effective Date: _____

VILLAGE OF SPRING LAKE

By: _____
Mark Powers, Village President

By: _____
Marvin Hinga, Village Clerk



MASS GATHERING APPLICATION

VILLAGE OF SPRING LAKE
Ordinance No. 0 of 2017

102 W. Savidge St.
Spring Lake, MI 49456

(616) 842-1393, Fax (616) 847-1393
angela@springlakevillage.org

\$150.00 Non-Refundable Application Fee _____

\$250.00 Refundable Security Deposit (Must be a separate check) _____

Event Insurance: Use of Public Property requires liability insurance consisting of: Public Liability Insurance with limits of not less than \$1,000,000 and, Property Damage Insurance with a limit of not less than \$1,000,000 from a company authorized to do business in Michigan. The Village of Spring Lake must be named as an additional insured on the policy.

Please complete this application to reserve your date and receive a Mass Gathering license for your special event. If the application is not approved, the applicant will be notified by phone.

APPLICANT INFORMATION

Title of Event: _____

Date(s) of Event: _____

Proposed Location of Event _____

Number of People expected to attend the event: _____

Type of Event: _____

Describe in detail the activities planned: _____

APPLICANT

Name of Applicant: _____

Address: _____

Phone #: _____ Email: _____

SPONSOR

Sponsoring Organization: _____

Contact Name: _____

Address: _____

Phone #: _____ Email: _____

SCHEDULE

	Date	Time	Day of Week
Setup:	_____	_____	_____
Event Starts:	_____	_____	_____
Event Ends:	_____	_____	_____
Dismantle:	_____	_____	_____

EVENT DETAILS

Please provide on a separate sheet of paper, a complete disclosure and description of the following:

1. Will alcohol be sold or provided? Yes No
Description of any beverages to be provided or sold to public.
2. Will food or merchandise to be sold or provided? Yes No
Description of food or merchandise to be provided or sold to public.
3. Procedures to manage parking, traffic, road closures, and circulation expectations for pedestrians and vehicles. Yes No
Provide details of anticipated procedures and process.
4. Do you plan to have sound amplification? Yes No
Provide description.
5. Are there sanitation requirements? Yes No
Procedures and facilities to manage sanitation.
6. Is electrical power required? Yes No
Describe power requirements and how power is to be provided.
7. Will any type of tent(s) or structure be setup or installed? Yes No
Provide layout and description.

ADDITIONAL REQUIRMENTS

Miss Dig: You may be required to contact MISS DIG no less than 1 week prior to event. Failure to do so could result in license being withdrawn and cancellation/postponement of event. 1-800-482-7171

Clean Up: Licensees are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of licensee's failure to clean and/or restore the site following the event will be borne by the licensee.

SITE PLAN

Please provide a detailed site plan that includes the following:

1. Area/land layout
2. Required staging areas for event(s)
3. Parking areas
4. Vehicle and pedestrian circulation routes/travel lanes
5. Street, sidewalk, pathways, closure/reroutes (include sign requirements)
6. Location of all entrances and exits
7. Sanitation –Restroom facilities area locations
8. Solid waste disposal locations
9. Location of food and water facilities
10. Temporary fencing locations
11. Primary locations for Police, Security, Fire, Medical, Emergency and their staging locations
12. Event/tent, or temporary structure locations, as applicable
13. Event coordinators location

AFFIDAVIT OF APPLICATION

As the applicant, I hereby agree to abide by the terms set forth in this application and the Ordinances of the Village of Spring Lake. I understand the failure to do so may lead to the cancellation of the event, or the denial of a future license. I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief and I have read, understand, and agree to abide by the rules and regulations established by the Village Council and/or Village Manager.

_____ Yes, I agree to the above terms _____ No, I do not agree to the above terms

I declare under penalty of perjury that the information provided in this application is correct.

Signature Applicant: _____ Date: _____

For Office Use Only

Date Received _____ Fee Paid _____ Ck. # _____

Application Complete _____ Site Plan Provided _____ Date _____

Reviews Completed _____ Hold Harmless Signed _____ Expiration Date _____

License Approved: YES NO **LICENSE NUMBER#** _____

Village Official Signature _____ Date: _____

Additional Conditions of Approval: (attach conditions of approval)

HOLD HARMLESS AGREEMENT

This special event applicant or designees of the sponsoring organization(s) (hereafter called "licensee") agrees to reimburse the Village of Spring Lake (hereinafter called "Village") for all loss incurred by it in repairing or replacing damage to Village property proximately caused by the licensee, its officers, employee, agents, monitors, or any other persons attending or forming the special event who were, or should have been, under the licensee's control. Persons who merely attend or join in a special event are not considered by that reason alone to be "under the control" of the licensee.

The licensee further agrees to defend without costs, indemnify, and hold harmless the Village, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of or alleged to arise out of the licensed event, which was proximately caused by the actions of the licensee, its officers, employees, agents, including monitors, or any other persons attending or joining in the event who were, or reasonably should have been under the control of the licensee. Persons who merely attend or join in an event are not considered by that reason alone to be "under the control" of the licensee.

I understand and agree to comply with all terms of the above Hold Harmless Agreement if my application has been approved and all special conditions and required advance payment have been met.

Signature of Applicant(s) _____ Date _____

Signature of Officer Sponsoring Organization

_____ Date: _____

Title: _____



City of Grand Haven

December 27, 2017

Mike Smith, Executive Director
United States Coast Guard Festival, Inc
113 N 2nd Street
Grand Haven, MI 49417

Dear Mike,

Thank you and Scot Klassen for meeting with Mayor McCaleb and me on November 13, 2017. I believe all four communities and the Coast Guard Festival Inc. are in alignment on the new routine for the Coast Guard Dinner. This letter is intended to confirm our mutual understanding of the dinner for the coming years. I will copy Bill Cargo at Grand Haven Charter Township to satisfy the seventh bullet point below.

The Coast Guard Community Dinner is a fundamental part of the annual Coast Guard celebration. There is considerable public interest in recognizing the United States Coast Guard and the dinner is intended to make the men and women of this branch of the military feel welcome and appreciated in the Tri-Cities. Over the years, the dinner has grown and transformed. It is rotated from municipality to municipality. The periodic effort is generally stressful on municipal staff.

In an effort to routinize annual planning and establish a predictable, controlled budget for the annual event, the municipalities propose a fresh approach for 2018 and beyond:

1. Each municipality be asked to sponsor the dinner at a level of \$2,000 each to cover the expense of hosting our guests from the United States Coast Guard
2. Staff at the Coast Guard Festival, Inc. plan and present the event each year
3. Coast Guard Festival, Inc. staff provide the per guest cost to be charged by May 1 of each year
4. Each municipality provides an invitation list to the Coast Guard Festival, Inc. staff by May 30 of each year
5. If Municipality or Coast Guard Festival staff feel specific dignitaries should attend, discuss who will cover cost of that specific dignitary before May 30 to determine if individual(s) should be included on Municipality or Festival bill
6. Coast Guard Festival, Inc. staff invoices each municipality based on the number of guests invited by the municipality consistent with above
7. Grand Haven Charter Township be invited to participate in this new and more predictable format
8. Festival will select a member municipality to act as ceremonial host for purposes of the dinner each year, rotating it according to previously established order:
 - a) 2018 – Ferrysburg
 - b) 2019 – Spring Lake Township
 - c) 2020 – Grand Haven City
 - d) 2021 – Spring Lake Village
 - e) 2022 – Grand Haven Charter Township*

*If participating

The participating municipalities feel that this format will improve communications and create a better, more stable event in the future.

Sincerely,

A handwritten signature in black ink, appearing to be 'Pat McGinnis', written over a horizontal line. The signature is stylized with a large, sweeping initial 'P'.

Pat McGinnis
City Manager

PM/maa

- C City Council
- Chris Burns, Manager Village of Spring Lake
- Gordon Gallagher, Manager, Spring Lake Township
- Craig Bessinger, Manager, City of Ferrysburg
- Bill Cargo, Manager, Charter Township of Grand Haven

**Village of Spring Lake
Request for Proposals
Purchase and Redevelop the Commercial
Building at 109 S. Jackson Street**



REQUEST FOR PROPOSALS (RFP). Purchase and redevelop the commercial two-story building at 109 S. Jackson Street, Spring Lake, Michigan

Issue Date: June 12, 2019

Due Date: September 6, 2019, 2:00 PM EST, Village of Spring Lake, 103 W. Savidge Street, Spring Lake, Michigan 49546

I. Introduction

The Village of Spring Lake is soliciting proposals from qualified professional developers to purchase and redevelop the two-story building in the center of the Spring Lake Downtown at 109 S. Jackson Street (Parcel ID – 70-03-15-381-025). The gross floor area of the building is 5,377 sq. ft. The property has 53 feet of frontage on Jackson Street and is 59 feet deep.

II. Background Information

The building was constructed in 1990 and was occupied until 2014. The building is currently vacant. It is ½ block south of Savidge Street, which is the main street through the Spring Lake Downtown.

III. Services Required

The goal of the redevelopment of this property is to create one or two retail businesses on the first floor and two to four residential apartments on the second floor. The zoning of the property allows for both retail and office uses; however, retail is preferred. The Village encourages creating residential rental units on the second floor that provide workforce housing for those working in the downtown area. Rents for these units would be set at a rate that is considered affordable in concert with entry level wages. The rent for these units could revert to “market rates” after a period of time as agreed to by the Village and the developer. A minimum of a 5-year commitment is preferred; additional years of market rate rent would be given special consideration.

The Village has programs available that may provide grants of up to \$5,000 for façade improvements and up to \$15,000 for fire suppression installation in the building. The rehabilitation of the property may be eligible for additional rehabilitation grants offered by the Michigan Economic Development Corporation (MEDC). And, the property is located in a newly approved Commercial Redevelopment District under Public Act 255 which may provide for major property tax incentives for from one to twelve years. The Village is excited to find a developer that can enjoy the tax savings and grant opportunities and share the savings by offering lower rents to the residential tenants for a period of time.

While the sale price of the property is important, the Village is willing to consider relaxing the price of the property to ensure that the project moves forward quickly and results in residential rental rates that provide for a positive living experience for entry level employees in the downtown area. The Village is looking for a developer that is willing to be innovative and perform “out-of-the-box” to provide exciting and pleasing outcomes for the Village of Spring Lake.

The selected developer will be required to provide all planning, zoning and building permits for the project. The Village is determined to speed up all approval processes within the terms of state law so the project is ‘fast-tracked’ to limit or eliminate delays for the developer.

IV. Submittal Requirements

The following information shall be required in the RFP submittal:

1. Letter of Transmittal –The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:
 - a. Company name, address, and telephone number(s) of the firm submitting the proposal.

- b. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
 - c. Federal and state taxpayer identification numbers of the firm.
 - d. Briefly state your understanding of the services to be performed and commitment to provide the services as specified.
 - e. The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal.
 - f. Submit a statement which indicates that the “proposal shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the Village of Spring Lake.”
2. General Vendor Information – Provide the following information:
 - a. Length of time in business.
 - b. Length of time in business of providing the services detailed in this RFP.
 - c. Location of the office which would service this account (location of headquarters and any field offices that are not providing service to this project should also be listed).
3. Description of Services – Provide the following information:
 - a. Describe how your firm is positioned to provide the services listed in this RFP and provide a history of experience providing similar services. In particular, describe previous work with the MEDC to rehabilitate obsolete buildings in a downtown location.
 - b. Describe your approach and methodology to providing these services.
 - c. Provide insight as to how your team will phase this project and your proposed schedule for each phase of our project.
4. References - Provide the following information:
 - a. Name, title, address, and telephone number of three references for clients whom you have provided similar services.
 - b. Describe the actual services provided and the length of tenure providing services to each client referenced.
5. Staff Resources – Provide the following information:
 - a. Identify names of principals or sub-contractors and key personnel who, if your firm is selected, will actually provide the interior renovation services.

- b. Summarize the experience and expertise of these staff members (or subs).
 - c. Describe the role and responsibilities that each of these individuals will have on this project.
6. Default – Provide details of any action resulting in the termination of a contract in the past five years for default. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address and telephone number of the party. If NO such terminations for default have been experienced by the vendor in the past five years, declare that. The Village will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.
7. Summary – Summarize your proposal and your firm's qualifications. Additionally, you may articulate why your firm is pursuing this work and how it is uniquely qualified to perform it. Include any other pertinent information that helps the Village of Spring Lake determine your overall qualifications. Your proposal summary is not to exceed two pages.
8. Cost of Services – As stated previously in this RFP, the goal of this project and the RFP is the result of providing one or two new retail options in the downtown area of Spring Lake along with two to four new apartments that are situated for work-forced housing (affordable for those (entry level) persons working in the retail and office settings in the downtown area of Spring Lake). This is an opportunity for a developer that is willing to work with the Village to obtain grants and other incentives that will result in a positive outcome for the developer and for those persons and businesses occupying the redeveloped building. With this in mind, submit the following:
 - a. Submit a proposed price to purchase the property.
 - b. Describe the grants that you may pursue and how the Village can assist in obtaining the grants.
 - c. Detail how you will assess rents for the residential spaces (including how utility costs will be paid by the renters). Provide any changes in rents proposed over the long term (a minimum of five years).
9. Insurance – Contractor shall furnish a certified copy of General Liability Insurance, as well as worker's compensation for the company and employees prior to beginning any work.

V. Evaluation Criteria and Process

A selection committee will conduct an evaluation of qualifications and will rate each submittal based upon the following criteria:

1. Experience
2. Understanding of services to be provided
3. Personnel expertise
4. Ability to provide requested services
5. Compatibility with end users
6. Project approach including timing for the project and plan for utilizing grants to reduce costs for the project.
7. Plan to provide residential rental rates for a minimum time period of five years that provides affordable housing for entry level employees of downtown businesses.
8. Purchase price
9. References

VI. Deadline for Submissions of Proposals

1. Three (3) paper copies and one digital copy of the proposal must be received by the Village of Spring Lake prior to 2:00 PM prevailing time on Friday, September 6, 2019. All copies of the proposal must be plainly marked as “109 S. Jackson Street Redevelopment Proposal”. Proposals shall be delivered or mailed to:

Ms. Christine Burns, Village Manager
Village of Spring Lake
102 W. Savidge Street
Spring Lake, Michigan 49546

2. Any questions regarding this proposal are to be submitted no later than Friday, August 30, 2019 to:

Ms. Christine Burns, Village Manager
Village of Spring Lake
102 W. Savidge Street
Spring Lake, Michigan 49546
Phone – 616-842-1393
Email – christine@springlakevillage.org

VII. Miscellaneous

1. The Village of Spring Lake reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the sole judgment of the Village of Spring Lake, best meets the requirements of the project.
2. The Request for Proposal creates no obligation on the part of the Village of Spring Lake to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The Village of Spring Lake reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The Village of Spring Lake further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the Village of Spring Lake may request.
4. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why the Village of Spring Lake should not, upon written request, disclose such materials.
5. Evaluation and Award – This is a Request for Proposals and not a bid process. Therefore, the Village of Spring Lake has the discretion to evaluate the qualitative as well as the financial aspects of each proposal and make its selection based on what it considers to be in its best interest as a whole. The award and selection of the Vendor is solely within the discretion of the Village of Spring Lake. After the contract award has been announced, no unsuccessful Vendor should submit additional information for consideration by the Village of Spring Lake or have any subsequent contact with Village of Spring Lake employees or officials, other than to receive a debrief from an authorized individual.
6. Job Familiarization – Vendor is urged to make itself fully aware of all job and facility requirements. Vendor shall be responsible to question any discrepancies, errors, and/or omissions in the specification and totally familiarize itself with the full intent of this invitation for proposal. Failure to do so will not relieve Vendor of the responsibility to perform to the full scope and quality of work expected by the Village of Spring Lake.

Spring Lake District Library Calendar of Events September 2019



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>1 Library Closed</p> 	<p>2 Labor Day Library Closed</p>	<p>3 September is Library Card Sign Up Month!</p>	<p>4 4 pm LEGO Block Party</p> <p>7 pm Ancestry Library Edition Genealogy Tools: pre-registration required</p>	<p>5 10:30 am Preschool Storytime: Colors</p>	<p>6 10:30 am Preschool Storytime: Colors</p>	<p>7 Show your SLDL card at area businesses during September to get deals and discounts!</p> <p><i>For a list of participating merchants visit sllib.org</i></p>
<p>8 Sunday hours 2-5 pm</p>	<p>9 10 am SLDL Friends; newcomers welcome</p>	<p>10 9:45 am Little Movers Storytime</p> <p>11 am Baby Bounce Storytime</p> <p>6 pm Party Like It's 1959! Free movie: <i>North by Northwest</i></p>	<p>11 9:30 am or 10:45 am OAISD Play 'n Learn ages 0-5</p>	<p>12 10:30 am Preschool Storytime: Bathtime</p> <p>4 pm Full STEAM Ahead</p> <p>7 pm Humanity for Prisoners: Medical Care</p>	<p>13 10:30 am Preschool Storytime: Bathtime</p>	<p>14 7-8 pm Visit our library table at the Sesquicentennial Celebration & Movie Night at SL Central Park</p>
<p>15 Sunday hours 2-5 pm</p> <p>3-4 pm Music by the Fireplace: Steve Hilger Jazz Quartet</p> 	<p>16 Noon-4 pm Census Jobs Application Help</p> <p>4 pm SLDL Board Meeting</p> <p>5 pm SLDL Budget Hearing</p>	<p>17 9:45 am Little Movers Storytime</p> <p>11 am Baby Bounce Storytime</p> <p>7 pm Bell & Organ Music of Notre Dame</p>	<p>18 9:30 am OAISD Play 'n Learn, ages 0-2</p>	<p>19 10:30 am Preschool Storytime: Fall</p> <p>4 pm SLDL Friends Book Club</p> <p>7 pm Virtual Tour of Germany & Oktoberfest</p>	<p>20 10:30 am Preschool Storytime: Fall</p>	<p>21 11 am-2 pm Free paper shredding; limit 100 pounds per person</p> <p><i>Services provided by Vital Records Control</i></p>
<p>22 Sunday hours 2-5 pm</p> <p>Banned Books Week</p>	<p>23 6:30 pm Candy Corn Button Art for adults; pre-registration required</p>	<p>24 9:45 am Little Movers Storytime</p> <p>11 am Baby Bounce Storytime</p> <p>7 pm Destination: The Haven; talk & book signing with Dr. Wally Ewing</p>	<p>25 3:30-5 pm Teen 'Scape ages 10-18</p>	<p>26 10:30 am Preschool Storytime: Zoo</p>	<p>27 10:30 am Preschool Storytime: Zoo</p>	
<p>29 Sunday hours 2-5 pm</p>	<p>30 7 pm Town Hall Meeting with Sen. Roger Victory</p>	<p>Questions about library programs or services?</p> <p>Call 616.846.5770 or visit sllib.org for more information</p>	<p>Need a SLDL replacement card?</p> <p>\$2 replacement fee waived during September</p>	<p>Back to School Special: SLDL overdue fines waived for youth under age 18</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.

Christine Burns

From: Lori Spelde
Sent: Wednesday, September 4, 2019 1:31 PM
To: Christine Burns
Subject: Jackson/Exchange

I received a call from Connie March, she is visiting family here and is concerned about the traffic during school hours at the intersection. A truck pulled out in front of them today and she thinks that maybe there should be a traffic light there. I told her I would let you know her concerns.

Her number is 989-859-1078 in case you have any questions for her.

Lori Spelde, MiCPT
Deputy Treasurer
Village of Spring Lake
102 W. Savidge St.
Spring Lake, MI 49456
(616) 842-1393

EARTH'S EDGE

IS CELEBRATING

25

YEARS

9.7.19

MILL POINT PARK
SPRING LAKE

1:30 GATES

2:00 MUSIC

GA \$15

TICKETS AVAILABLE AT
EARTH'S EDGE
AND
COURTYARDCONCERTS.ORG

3 BANDS!

LEFTOVER SALMON

THE WAY DOWN
WANDERERS
ARKANSAUCE

TRUST US

YOU WON'T WANT
TO MISS THIS!

MUSIC

FOOD & BEER
TRUCKS
AVAILABLE

GAMES

RAIN OR SHINE

BYO CHAIRS



PROCEEDS BENEFIT **COURTYARD CONCERTS**

SPONSORED BY



michelle hanks CPA
TAX & BUSINESS CONSULTING PLLC



Christine Burns

From: Angela Stanford-Butler
Sent: Monday, August 26, 2019 10:37 AM
To: Consumers Energy
Cc: richard.houtteman@cmsenergy.com
Subject: RE: Consumers Energy Foundation Prosperity Awards

Good Morning Carolyn,

Thank you so much for your consideration of our grant request. It is such good news to hear that there was so much interest in the program. We're wishing all the best to those who have received the grant and we will definitely look for the Prosperity Awards in 2020. I will certainly follow your link and look into the other grants that you are offering. Thank you for sharing those with me.

We have high hopes for the Village in the coming years and fully intend to continue to listen to our community and work toward the things that our residents and businesses are looking for to improve their quality of life on our little peninsula.

Wishing you all the best,

Angela

Angela Stanford-Butler
DDA Director, Village of Spring Lake
102 W. Savidge St.
Spring Lake, MI 49456
616.842.1393
angela@springlakevillage.org

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

From: Consumers Energy <mail@grantapplication.com>
Sent: Monday, August 26, 2019 8:59 AM
To: Angela Stanford-Butler <angela@springlakevillage.org>
Cc: richard.houtteman@cmsenergy.com
Subject: Consumers Energy Foundation Prosperity Awards

Dear Ms. Stanford-Butler:

Thank you for submitting a Letter of Intent for the Consumers Energy Foundation Prosperity Awards. The interest in this program was incredibly high, with 145 different programs and projects submitted. We were challenged in all of the best ways to determine who would move forward in this process.

I am writing to inform you the Village of Spring Lake's Spring Lake Waterfront Parks Project was not selected to be considered for a Prosperity Award. I am very sorry. Given the quality of the submissions, it is very likely we will seek interest again in 2020 for Prosperity Awards.

I also want you to know that we did find the project you submitted to have merit. In addition to the Prosperity Awards, the Consumers Energy Foundation will continue to support quality programs and projects that positively impact

Michigan's businesses and communities as part of our traditional grant process in 2019 and into the future. Our grant awards range anywhere from \$1,000 up to \$100,000 and you are welcome to submit an application for your project through this process. Information to apply can be found on our website at <https://www.consumersenergy.com/community/foundation>.

Thank you, again, for your participation in our inaugural Prosperity Awards program.

Sincerely,

Carolyn Bloodworth
Secretary/Treasurer
Consumers Energy Foundation
One Energy Plaza, EP8-210
Jackson, MI 49201
517-788-0432

Consumers Energy
Forestry Operations
2019

Community Tree Planting Grant Program

Administered by the
Michigan Forestry & Park Association



Consumers Energy



CONSUMERS ENERGY'S FORESTRY OPERATIONS
2019 COMMUNITY TREE PLANTING GRANT PROGRAM
GRANT APPLICATION
APPLICATION DUE DATE SEPTEMBER 1, 2019

Return completed application to Becky Wildenthal at cetreplantinggrants@gmail.com.

General Information:

Applicant Name (City/Village) Village of Springlake	Contact Person Name Mary Paparella
Address 102 W. Sandge	E-Mail marye.springlakevillage.org
Address2	Telephone 616-842-1393
City, State, ZIP Springlake, MI 49456	Estimated Project Starting Date October 2019
Federal Employer Identification Number (FEIN) 38-6007205	Estimated Project Completion Date (must be completed by November 8, 2019) November 8, 2019
Total Project Costs \$5,000.	Grant Amount Requested \$2,500.

Narrative Information - Please respond as concisely as possible. Attach additional pages as needed:

<p>Please see attached.</p>	<p align="center">Purpose of the Project</p>
<p align="center">Please List Other Partners/Volunteer Groups Associated with this Project</p> <p>North Bank Communities Fund + Victoria Verplank Family</p>	

PURPOSE OF THE PROJECT

The purpose of this project is to continue our annual tree planting. The Village of Spring Lake has been diligent over the last 20 plus years in replacing trees that have been lost, damaged or removed due to disease, age or storms. The Village has been recognized as “Tree City USA” for 25 years and takes pride in that designation by planting as many trees as possible each year. We are grateful for the opportunity to apply for this grant that would be extremely beneficial to the Village’s planting efforts.

See attached

Location of Tree Planting (Site Map) - Attach additional sheets if necessary

Are Overhead Utilities Present at Planting Sites? Check appropriate box

YES

NO

Are Underground Utilities Present at Planting Sites? Check appropriate box

YES

NO

If Utilities are Present HOW will this Tree Planting Program AVOID Conflicts with Existing Utilities?

The size and type of tree are dependent upon the placement of overhead utilities and chosen accordingly. Miss Dig is contacted to flag underground lines.

I hereby agree, as Designated Representative of the above named applicant, to implement this project according to the Application, to abide by the provisions of the Consumers Energy Community Tree Planting Grant Program, including compliance with all applicable federal and state laws and regulations.

Mary Paparella
Applicant Name

Mary Paparella
Applicant Signature

8/29/19
Date



Tree List
&
Site Map

Grandview #1



Sunset Maple

Grandview #2



Sunset Maple

Grandview #3



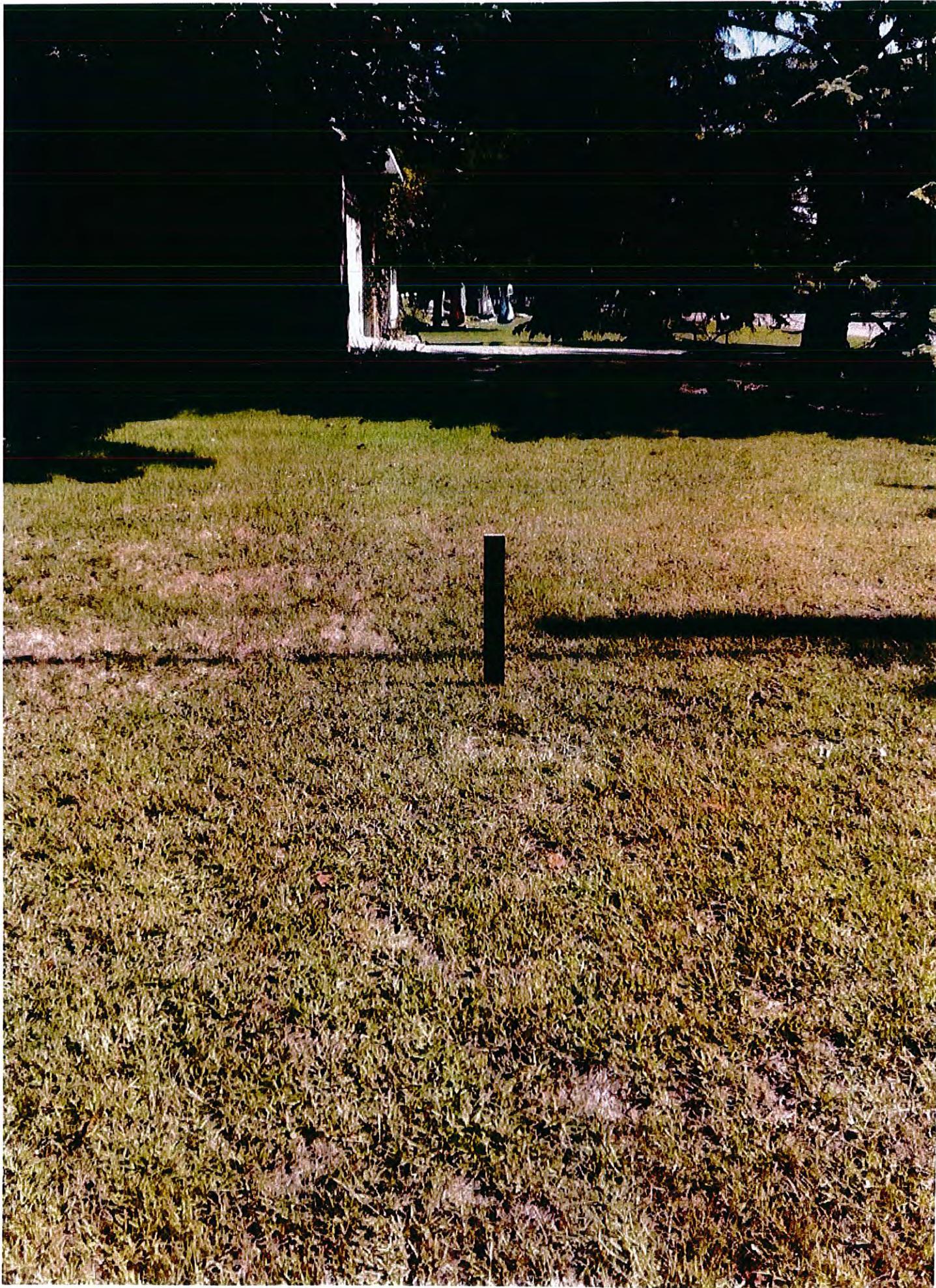
Sunset Maple

521 DuVens #1



Redbud Forest Pansy

DZ1 WIKENS #2



Redbud

004 Level 11



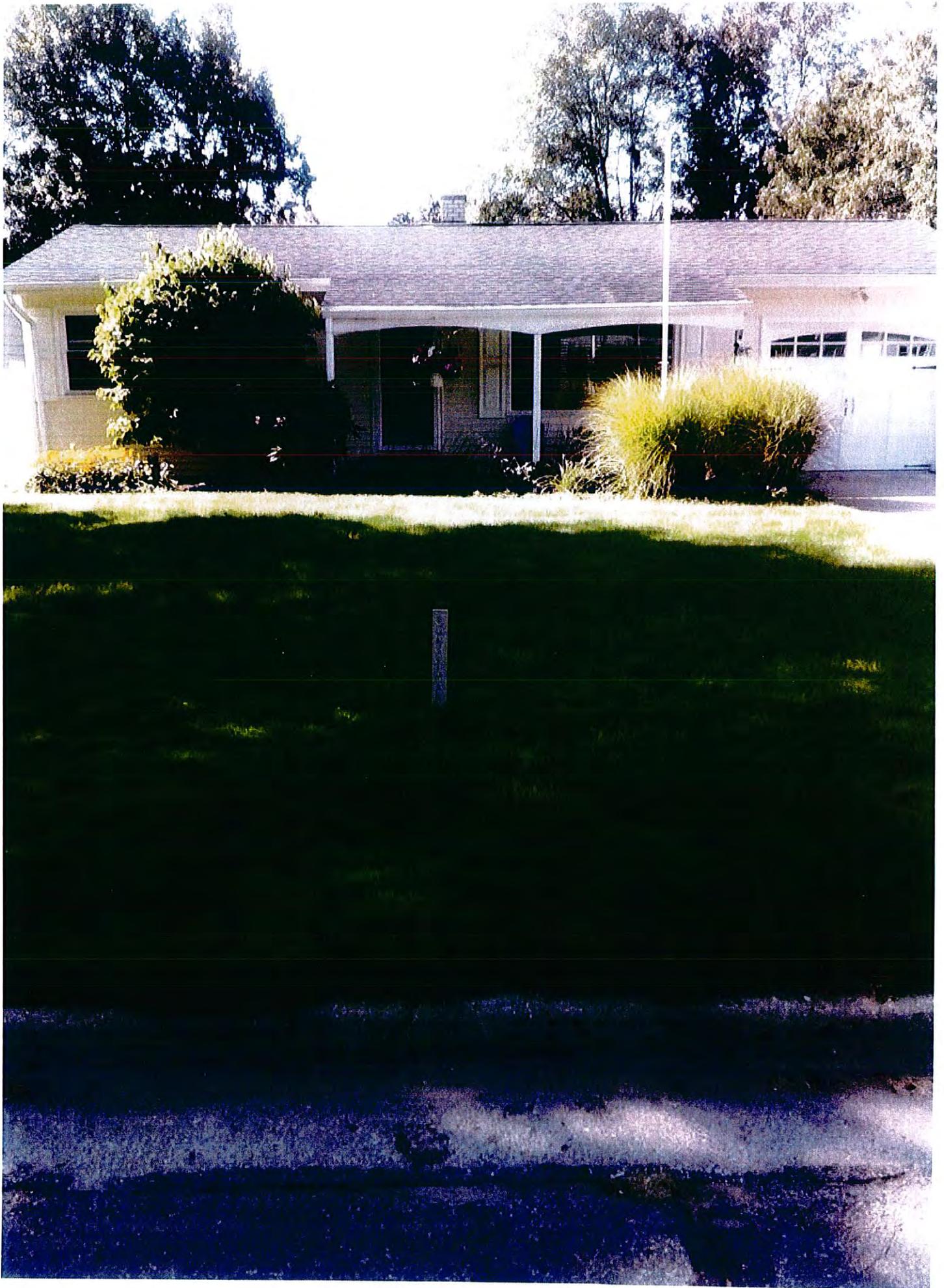
Sunset

321 O. Lane



Sunset

VIA KUYER



Sunset

-115 Fall



Crimson

10/21/15 Fall #1



Sunset

W/5 tail #2



Sunset

3045.1111 #1



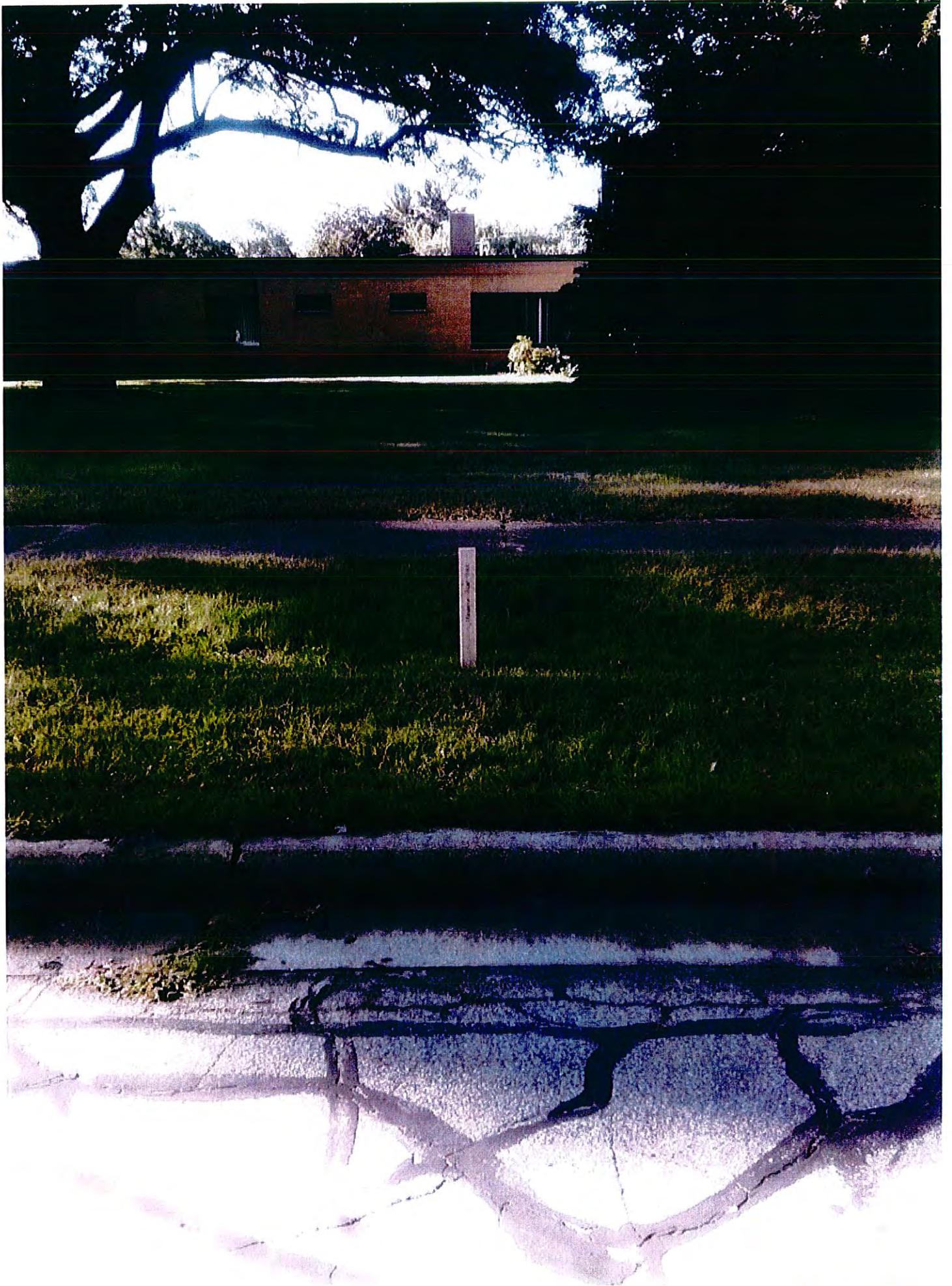
Redland

364 S. Lake #2



Redbud

564 S. Lake #3



Redbud

304 S. Lake #4



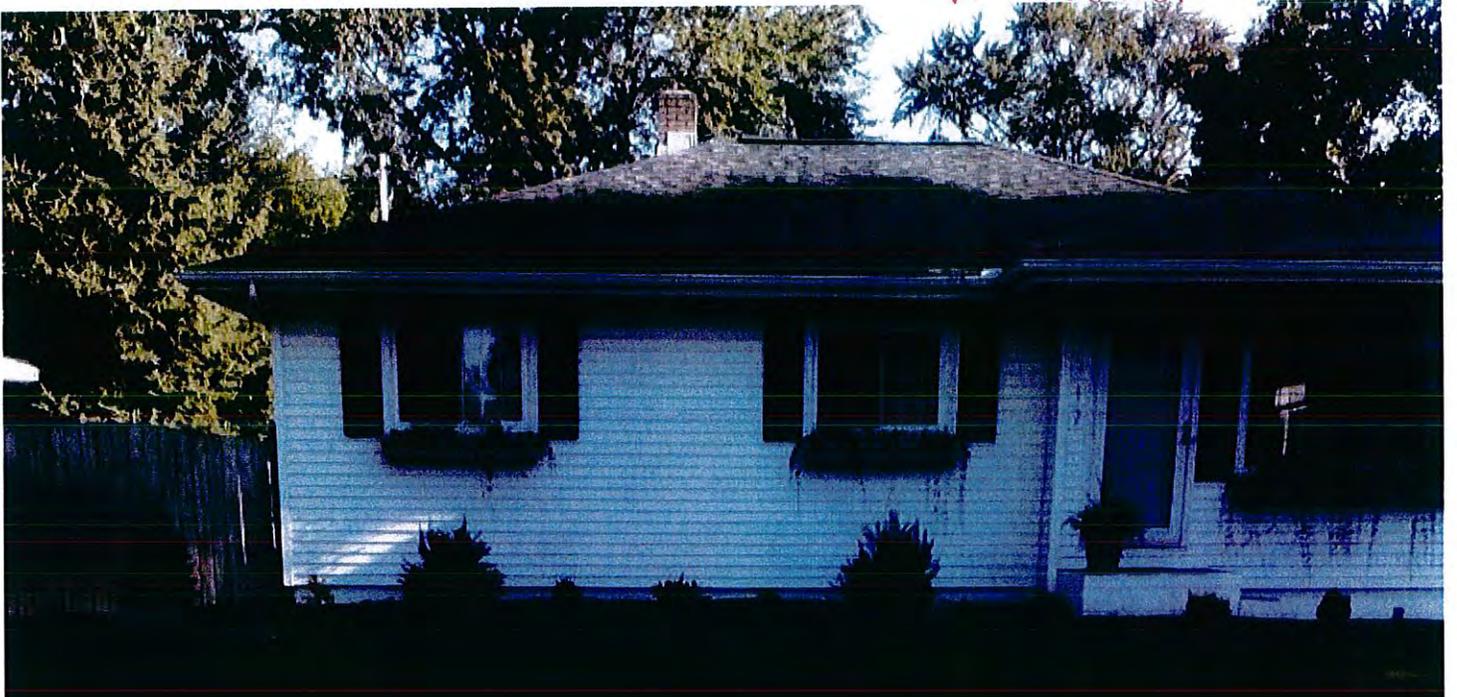
Redbud

304 S. Lake #5



Redbud

717 Winter



Crimson

330 DeWitt



Crimson

350 DEWITT #2



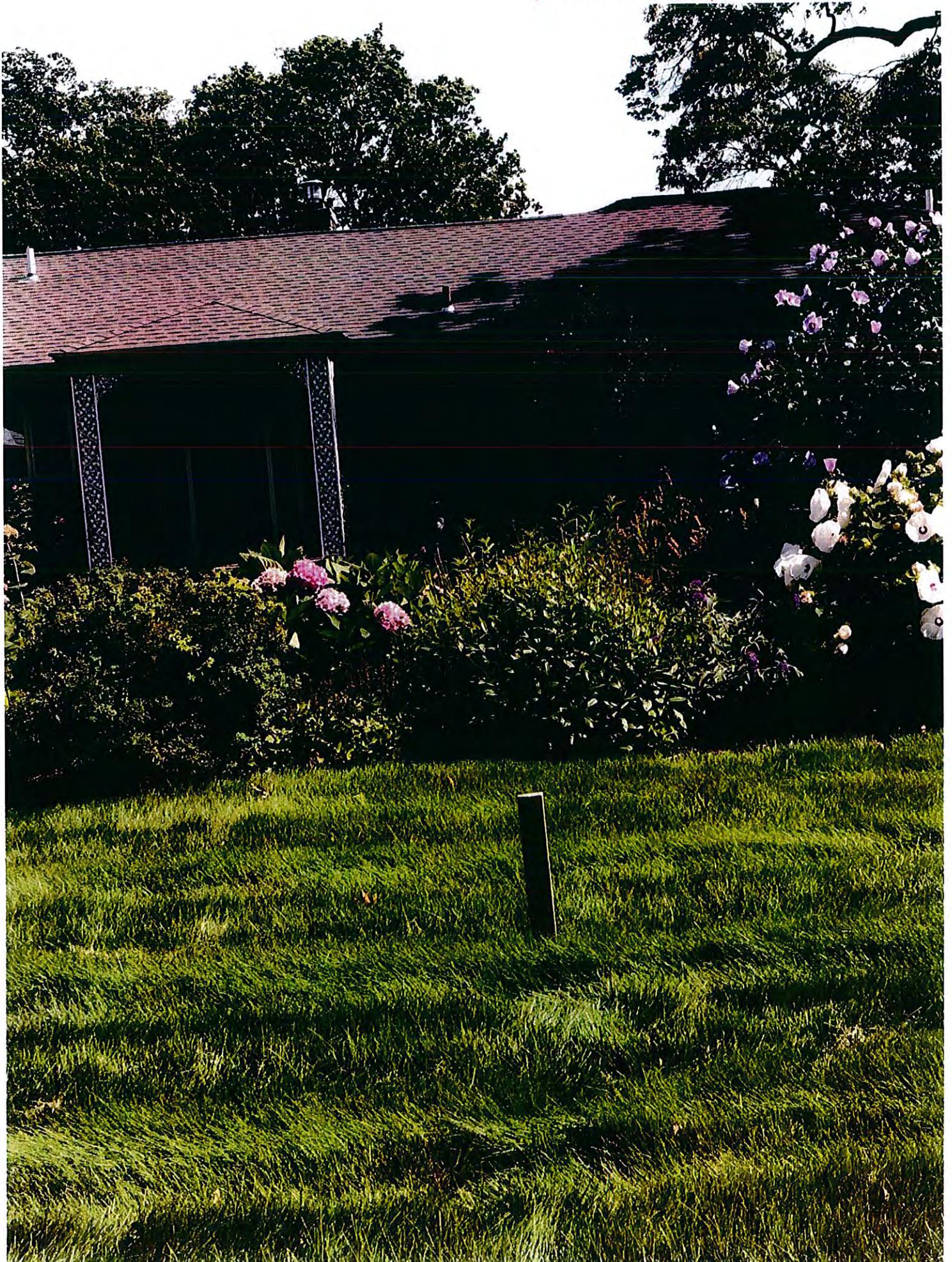
Crumson

346 DeWitt



Redbud

290 LEVITT



Redbud

350 Dewitt Ln #2



350 Dewitt Ln #2

Redbud

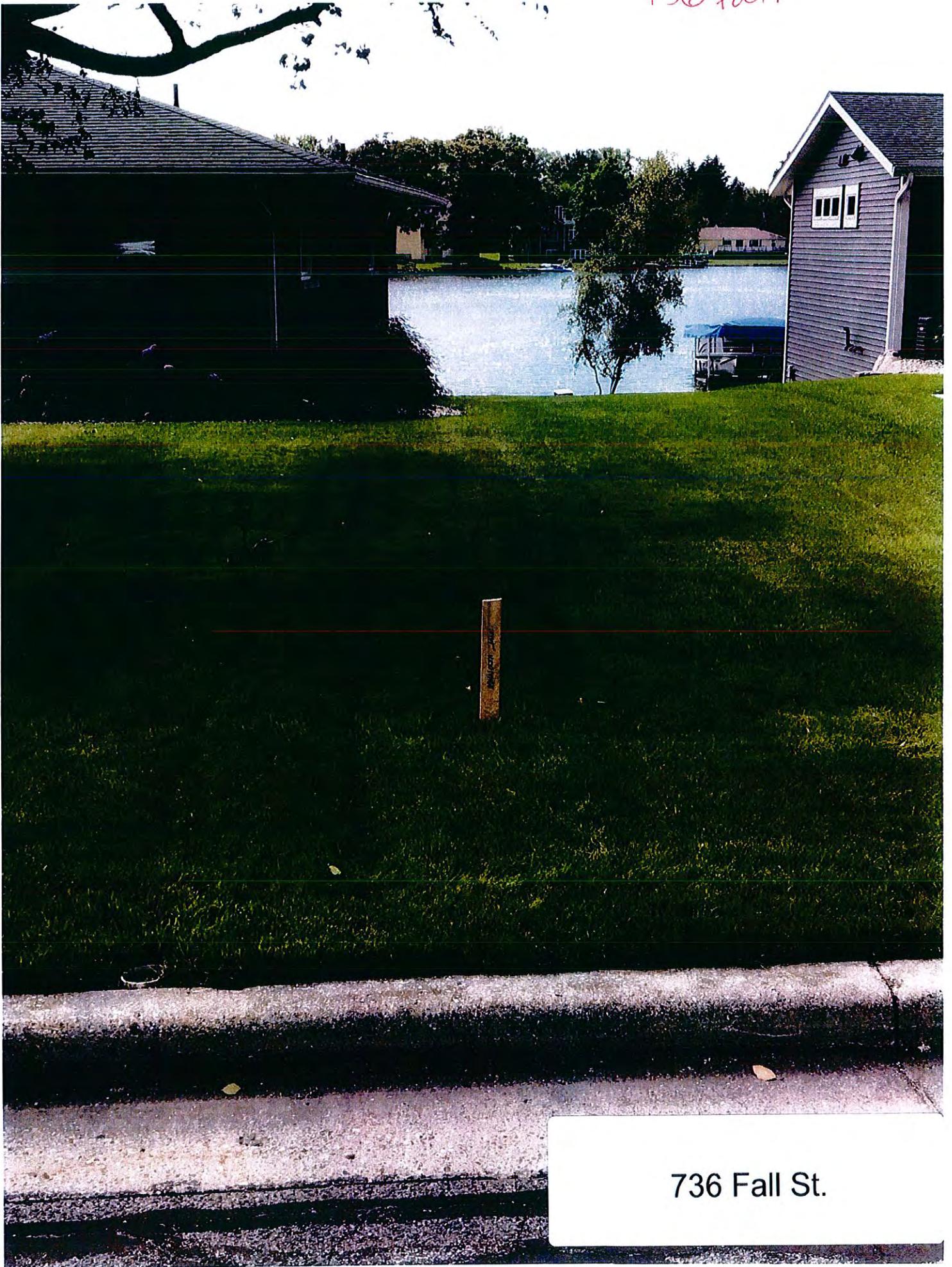
750 Fall



750 Fall St.

Redbud

136 Fall



736 Fall St.

Redbud

733 Fall



733 Fall St.

Crumson



Tree
Maintenance
Plan



Tree Maintenance Plan

November

Fall Tree Planting
Prune to remove dead/damaged branches if necessary
Inspect trees for insect and disease problems
Remove tags and twine from branches and trunk

December through March

Winter pruning for dead branches as necessary

April through October

Arbor Day plantings in April/May
Prune to remove dead/damaged branches if necessary
Inspect trees for insect and disease problems
Inspect trees for signs of mechanical and animal damage. Shelter with protection if necessary
Control weeds
Water every week that less than an inch of rain is received
Consult West Michigan Tree Service in October to determine if fertilization is needed



Tree Ordinance

ARTICLE V. TREES AND SHRUBS*

***State law references:** Planting of trees along highways, MCL 247.231 et seq., MSA 9.351 et seq.; care of trees and shrubs along highways, MCL 247.241 et seq., MSA 9.361 et seq.; destruction or injury of trees on public highways, MCL 247.235, MSA 9.355.

Sec. 70-191. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
Park trees means any one or more trees, shrubs, bushes and all other woody vegetation in public parks and all other areas owned by the village.

Public highway means all the land lying between private property lines on either side of all public streets, alleys, ways and places.

Street trees means any one or more trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all public highways, streets, avenues or ways within the village.

Tree board means the parks and recreation committee as designated by the village council, which will develop and administer a comprehensive community tree management program for the care of park trees and street trees on public property.

(Code 1982, § 17-70; Ord. No. 212, § 1, 4-19-1993)

Cross references: Definitions generally, § 1-2.

Sec. 70-192. General penalty.

Any person who violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of this article shall be responsible for a municipal civil infraction, subject to section 1-8. 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 12-month period and for which a person admits responsibility or is determined to be responsible. The increased civil fine for a repeat violation shall be as follows:

(1) The fine for any offense which is a first repeat offense shall be \$250.00, plus costs and other sanctions;

(2) The fine for any offense which is a second repeat offense or any subsequent repeat offense shall be \$500.00, plus costs and other sanctions.

(Code 1982, § 17-86; Ord. No. 236, § 1, 5-15-1995)

Sec. 70-193. Restitution.

Any person convicted of a violation of this article shall, in addition to the penalties provided in section 70-192, also be required to make restitution to the village for the damage incurred by paying for the cost of removal, stump grinding and replacement of the damaged tree with a new tree of the type used by the village in the annual tree planting program, as approved by the village manager.

(Code 1982, § 17-87)

Sec. 70-194. Village manager authority.

(a) The village manager shall have jurisdiction, authority, control, supervision and direction over all street trees and park trees, plants and shrubs planted or growing in or upon the public ways and public places of the village, and their planting, removal, care, maintenance and protection. Upon referral by the village manager, the tree board will develop and recommend the administration of a comprehensive community tree management program for the care of street trees and park trees.

(b) The tree board shall recommend tree care policies for planting, maintenance and removal, including the species to be utilized in replacing and planting of street trees and park trees, including the spacing and location requirements for such trees.

(c) The tree board shall also provide to the village manager and the village council an inventory of the street trees and park trees, species, location and condition with the intent that such report shall present an objective analysis of the status of such trees and recommendations for future management. By way of example but not limitation, the annual inventory shall provide a work plan which would address the care, maintenance and removal of dead or hazardous trees, pruning requirements and insect and disease control.

(Code 1982, § 17-71; Ord. No. 212, § 2, 4-19-1993)

State law references: Control of insect pests and contagious plant diseases, MCL 286.251 et seq., MSA 12.263(1) et seq.

Sec. 70-195. Planting trees; permit required; specifications; prohibited varieties.

(a) No shade or ornamental tree, plant or shrub shall be planted in any of the public highways of the village by private individuals, businesses or corporations until the village manager shall have first approved the kind, size and variety of the trees, designated the location and granted a permit for their planting, provided that trees shall be planted not less than 40 feet apart, not less than 3 1/2 feet from any sidewalk, and not less than 3 1/2 feet from any driveway, and provided, further, that if in the opinion of the village manager such spacing is undesirable, impossible or impractical, the village manager may allow a variation of spacing and shall so state on the permit, together with the reason. It is further provided that no varieties of soft maple, willow, poplar, catalpa, box elder, black locust, elm, ailanthus, fruit trees or other weak-wooded trees that may be prohibited by other village ordinances shall be set out on the public highways, nor any other tree unless it is free from infectious disease. The village manager may promulgate additional rules for types of trees to be planted and spacing of street trees of varying sizes and varieties if deemed to be in the best interest of the village.

(b) Unless expressly permitted as provided in section 70-200, planting of trees will be done by village employees or agents hired by the village under the direction of the village manager.

(Code 1982, § 17-72)

Sec. 70-196. Prohibited acts.

(a) No person shall, without the written permit of the village manager, remove, destroy, break, deface, trim, brace, move, do surgery work, mutilate, kill, girdle, or in any way injure or interfere with any tree, plant or shrub in any highway, park or boulevard of the village; however, nothing in this section shall be construed so as to apply to the removal, under the direction of the village manager, of any root, tree, shrub or plant or part when such removal shall be necessary for the construction and/or maintenance of any sidewalks, sewer or public improvement.

(b) No person shall attach any rope, wire, cable, sign, card or poster or any other article to a tree or its guard in a public highway without a written permit from the village manager; nor shall any person pour or deposit salt or brine or other injurious material upon any public highway in such manner as to intentionally injure any tree or shrub planted or growing on the highway; nor

shall any person hitch, tie, fasten or secure any horse or other animal to any tree or allow the animal to stand so it can injure any tree, plant or shrub.

State law references: Attaching advertising to trees prohibited, MCL 247.235, MSA 9.355.

(c) Any subsurface installation or work, water line, sewer line, gas line, transmission line or other utility, within a ten-foot distance of a street tree or park tree will be by jack-and-bore method unless written approval for open trenching is issued by the village manager, in which case a charge for vigor pruning, fertilization or other preventative maintenance service will be applicable. This requirement shall not apply to the repair or replacement of a private utility lateral or service on private property.

(Code 1982, § 17-73)

Sec. 70-197. Protection of trees.

In the erection, alteration, repair or removal of any building, structure, utility line, pavement or sidewalk, the owner shall place or cause to be placed such guards around all nearby trees on the public highway as will effectually prevent injury to such trees.

(Code 1982, § 17-74)

Sec. 70-198. Trees extending into public highways.

(a) Any tree not growing on a public alley, street or highway but so located as to extend its branches over a public alley, street or highway shall be so trimmed by the owners of the property on which the tree stands or by the owners agents that there will be a clear height of 14 feet above the surface of the street or highway unobstructed by branches; and such owner or the owner's agents shall remove all dead branches and stubs on such trees which are or may become a menace to travelers on the public highway, street or alleys of the village.

(b) The village shall have the right to prune any tree or shrub on private property when it interferes with visibility of any traffic control device or sign. The village shall give each property owner so affected at least ten days' notice prior to taking action allowed by this subsection.

(Code 1982, § 17-75)

Sec. 70-199. Gas pipes, mains; leaks, remedy.

No person owning, maintaining or operating any gas pipes or mains laid beneath the surface of any street, alley or public place in the village shall permit any leaks to exist in such pipe or main within 40 feet of any tree growing in any street or public place in the village; and if leaks exist or occur in such pipe or mains, it shall be the duty of the person owning or operating such defective pipes or mains to repair them immediately and stop such leaks in a manner so as to prevent a recurrence of the leaks and compensate the village for the removal and replacement of the dead trees caused by such leaks.

(Code 1982, § 17-76)

Sec. 70-200. Removal of trees; authority to impose.

As a condition to any permit to remove any tree or shrub as provided in section 70-196(a), the village manager may require that the permittee plant one or more approved tree or shrub in the place of the one removed and/or, if required by the village manager after reasonable determination of the circumstances of such removal, pay for moving the tree to another parkway location. Failure, refusal or neglect to plant another tree or shrub of the type, size and in the location specified in the permit within 12 months from the date of the issuance of the permit shall be a violation of this section.

(Code 1982, § 17-77)

Sec. 70-201. Restrictions on excavations.

No person shall excavate any ditches, tunnels or trenches within a radius of six feet of any tree or shrub without a written permit from the village manager.
(Code 1982, § 17-78)

Sec. 70-202. Prohibitions on harmful substances; painting; burning.

No person shall deliberately cause, authorize or permit any salt, brine water, oil, liquid dye or other substances deleterious to tree and shrub life to lie, leak, flow or drip into the soil at the base of any tree or shrub or on to any sidewalk, road, pavement or gutter in such position that the runoff may enter the soil area at the base of any tree or shrub; nor shall any person deface with paint, whitewash or other materials, trees or shrubs, in any public highway or place; nor shall any person set fire or permit any fire to burn where such fire or its heat will injure any portion of any tree or shrub in any highway, park or public place.
(Code 1982, § 17-79)

State law references: Destruction or injury of trees upon public highway or place, MCL 247.235, MSA 9.355.

Sec. 70-203. Chains, cables, wires prohibited.

No person shall fasten chains, cables or wire about the trunk of any tree in the public highways, streets or places of the village; and the use of such trees as anchors is prohibited.
(Code 1982, § 17-80)

Sec. 70-204. Prohibition on impeding passage of air, water.

No person shall without the written permit of the village manager deposit, place or maintain upon the surface of any street or public highway of the village any stone, brick, concrete, cement or other material which shall impede the free passage of water and air to the roots of any tree growing in such street or public highway; however, nothing contained in this section shall be construed to require the village in the construction of sidewalks or pavements to leave any open space around the trunk of any tree when such tree is planted or is growing within the lines established as a sidewalk line; but if any tree grows within a distance of less than one foot from the inner or outer established sidewalk lines, the sidewalk shall be so constructed as to leave an open space of one foot around the trunk of such tree.
(Code 1982, § 17-81)

Cross references: Utilities, ch. 78.

Sec. 70-205. Electric wires.

(a) No person shall attach any electric wire, insulation or other device for holding electric wire to any tree growing in any street or public highway under the control of the village.

(b) Every person having any wires charged with electricity of more than 600 volts shall securely fasten the wires where reasonably practical so that such wires shall not come in contact with any tree in any street or public highway in the village.

(Code 1982, § 17-82)

Cross references: Utilities, ch. 78.

Sec. 70-206. Interference with village employees or agents.

No person shall hinder, prevent or interfere with the agents or employees of the village while engaged in carrying out the provisions of this article.

(Code 1982, § 17-83)

Sec. 70-207. Enforcement; complaints; disputes.

It shall be the duty of the village manager to enforce the provisions of this article, and all complaints as to the violation of this article shall be presented in writing to the village attorney and shall be prosecuted in the name of the village. If at any time a bona fide dispute arises or shall exist relative to or under the provisions of this article, such dispute must first be submitted to the village manager; reasonable efforts shall be used by the village manager to compromise the dispute.

(Code 1982, § 17-84)

Sec. 70-208. Trimming permitted.

A person owning property directly abutting a village parkway may effect minor and controlled remedial trimming of street trees located in the parkway if prior written approval is received from the village manager. Persons desiring to perform trimming under this section must file a written plan with the village manager for consideration. If the plan is approved, trimming may proceed only according to the approved plan. Exceeding the approved plan shall be a violation of this article.

(Code 1982, § 17-85)

Sec. 70-209. Budgeting.

The village council, upon its annual determination of the budget for operating the village, shall take into consideration the activities of the tree board and appropriate and spend at least \$2.00 per capita for the annual village forestry program as recommended by the tree board, acting by and through the village manager and the parks and recreation committee of the village. Such spending will be accounted for within the budget for the various departments or boards of the village which provide services to the street trees and park trees of the village.

(Ord. No. 212, § 3, 4-19-1993)

Sec. 70-210. Arbor Day observance.

The village council annually will issue a proclamation to observe Arbor Day in the village at such time as is generally observed by other communities and the National Arbor Day Foundation.

(Ord. No. 212, § 4, 4-19-1993)



Tree Board

PARKS AND RECREATION
COMMITTEE



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Alternate: Ben VanHoeven, DPW Foreman
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**Parks and Recreation committee meetings
are scheduled for the 1st Monday of each
month at 7 p.m. in the EOC Room of the
Village Hall.**

**Designated by Tree Ordinance as the Tree
Board

Christine Burns

From: Sayers, Kevin (DNR) <SAYERSK@michigan.gov>
Sent: Wednesday, August 21, 2019 10:09 AM
To: Sayers, Kevin (DNR)
Subject: Community Forestry Grant application received

Hello -

Thank you for submitting an application for the FY 20 Community Forestry Grant Program. Your application has been received. We will begin the review and selection process for applications shortly after the application deadline on September 20.

This process typically takes approximately 1-2 months before awards are determined and announcements made. Official notification letters will be mailed to individual applicants. Additional announcements will be made via media press release, website posting (www.mi.gov/ucf) and email.

We appreciate your patience during this time. If you have any questions, please feel free to contact me at 517.284.5898 or sayersk@mi.gov.

Thanks again for participating in the DNR's Community Forestry Grant Program.

Kevin S.

MUNICIPAL MINUTE

September 2019

A monthly update provided by NOCHS to municipal leaders in Northern Ottawa County

CENTENNIALS, NEW LEADERSHIP AND GROWTH... JOY GAASCH, CHAMBER PRESIDENT, IS NOCHS NEW BOARD PRESIDENT

If you love synchronicity and interesting coincidences, then here's one you'll appreciate. North Ottawa Community Hospital opened its doors in 1919 thanks to the generous gift of William Hatton, who donated his home for the first Grand Haven hospital. He was also president of the Chamber that year. Fast-forward to 2019. NOCHS is celebrating its 100th birthday, and who is taking over the leadership of our board? Joy Gaasch, the current president of the Chamber!



There's a reason why the Chamber and the hospital are so closely linked...

"Business leaders originally formed the Board of Trade in 1899 (renamed Chamber of Commerce in 1916) to recruit new industry to the region," Joy says. "They were creating economic drivers for long-term sustainability and growth of the community. It's no wonder that Mr. Hatton, himself a prominent business leader, was also a staunch supporter of accessible healthcare. It's an important part of a great place to live, just like quality schools, neighborhoods and recreation."

Joy's original interest in serving on the hospital board was due to its economic impact. "NOCHS is one of the largest employers in our area, but it's even more than that," she notes. "When people are considering a move to Northwest Ottawa County, they often make the Chamber their first stop. They want to get information about the community. It's in our best interest to have a nice big 'Yes'

That's not always the case for small towns. "We all say we want excellent healthcare, but it's easy to take it for granted," she notes. "I serve on the board because I believe the hospital is important to our continued economic vitality. However, I never really thought about what impact my personal choices make on the hospital. In a system that's as complex as healthcare, with so many governmental regulations, we need to support what we have if we want it to remain viable." to share when they ask if we have local healthcare!"

As Joy comes into her new role, she is excited about the role the hospital plays in healthy living. "We should be really proud of our hospital," she says. "The way they redesigned the Emergency Room a few years ago, with the emphasis on addressing mental health needs, is an important thing that a lot of other communities are not doing. They're at the Farmer's Market. They're in the schools. NOCHS is taking a comprehensive approach to wellness and I'm excited about the role we can play in this community going forward."

WATERFRONT WALK FOR HOSPICE

SATURDAY, SEPTEMBER 21, 2019 | LYNNE SHERWOOD WATERFRONT STADIUM

8:30 am to 9:30 am Registration | 9:30 am Welcome and Warm Up | 9:45 am Walk Begins

Walk with us along the historic Grand Haven Board Walk to celebrate lives well-lived. Enjoy the water, warm breeze and fellowship at our family-friendly walk that will take you on a scenic 2.5 mile route along the Grand Haven channel.

You can walk as an individual or form a family or corporate walk team to support in a tangible way the work of Hospice of North Ottawa Community.

All proceeds from this event will support our new Mindfulness program for Hospice residents and their families. Mindfulness has grown into a robust community dialogue around being more thoughtful and more present in our everyday lives and interactions. We believe that this new program will greatly enhance care, compassion, and support for our patients and their families.

To register, visit noch.org and click on the Waterfront Walk logo on the homepage. For questions, contact Connie at cfrazier@noch.org or 616.847.5605.

Learn more about what is happening at NOCHS by visiting nochgetbetter.org.
Don't forget to subscribe to our monthly e-newsletter while you are there!

Oktoberfest Marathon, ½ Marathon & 5-K

Venue: Spring Lake Central Park

Thursday, September 19:

RD mark the course (Duct tape)

Friday, September 20:

5:30 AM:	Meet Jon's To Go to set up portos at venue and on course
12:00 Noon:	Tent delivery and set up
12:00 Noon:	RD arrive and set up venue, pre-fill Gatorade/water coolers
4:00 PM – 8:00PM:	Race expo, packet pickup, late registration
6:30 PM:	Kid's Run

Saturday, September 21:

4:00 AM	RD and ass't RD's arrive to complete venue set up, set up aid stations, mile markers and course directional signs
6:00 AM – 7:30 AM:	Packet pickup and late registration
7:00 AM:	"Velocity Challenged" Marathon start
8:00 AM:	Marathon and ½ Marathon start (Marathon has 6 hour time limit)
8:20 AM:	5 – K start

Awards Timetable:

9:20 AM:	5 – K awards begin
11:00 AM:	½ Marathon awards begin
12:15 PM:	Marathon awards begin (1 st round)
2:00 PM:	2 nd round of Marathon awards