

Village of Spring Lake

Council Work Session

October 14, 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. -- Downtown Redevelopment (Power Point Presentation)</p> <ul style="list-style-type: none">• 109 S. Jackson RFP• Property Transfer of 109 S. Jackson (Agreement with Savidge Three, LLC)
2	<p>7:15 p.m. – Conference Call with Howard Kohn, The Chesapeake Group</p> <p>The Chesapeake Group was hired by the DDA/Village Council to perform a market analysis for downtown Spring Lake. Council's focus being Tanglefoot Park redevelopment while the DDA is taking a broader approach to redevelopment. Mr. Kohn's preliminary report is included in the agenda report and was shared with the DDA on Tuesday, October 8, 2019.</p>
3	<p>8:00 p.m. – Veteran's Day Closure</p> <p>Most residents assume that Village Hall is closed on Federal holidays. November 11, 2019 is a Federal holiday recognizing Veterans. Staff would like to continue the tradition of another "working holiday" whereas Village Hall is closed to the public, but staff still reports as normal. Staff would be allowed to wear jeans to work and the day would be spent entirely on records management and housekeeping.</p>
4	<p>8:01 p.m. – 1st Amendment to Agreement</p> <p>The property exchange between Savidge Four, LLC and the Village will transact shortly, however, the title company has pointed out that there should be a small exception based on the title history that was not included in the original legal description (it is a half-foot wide strip on the east edge of the pocket park which Savidge Four already owns). An amendment is attached for Council consideration.</p>
5	<p>8:06 p.m.– Master Plan Implementation Schedule</p> <p>In order to obtain the Redevelopment Ready Community designation thru the MEDC, one of the many steps is to adopt a Master Plan Implementation Schedule. On September 24, 2019, the Planning Commission contemplated such and is recommending approval of the attached schedule.</p>
6	<p>8:10 p.m. – Mass Gathering Ordinance</p> <p>This ordinance was publicly noticed for consideration at the October 21, 2019 Council</p>

	Meeting. Attached please find the ordinance and application for Council consideration.
7	8:15 p.m. – Pedestrian Ordinance In order to legally install signage for pedestrian crossings, it is necessary to first adopt a local ordinance indicating parameters around such. Bob Sullivan drafted proposed language (<i>attached</i>) to present to Council. Should Council decide to move forward with this ordinance, it could be placed on the November agenda for consideration.
8	8:20 p.m. – Pedestrian Crossing Sign Purchase Due to a car/pedestrian accident on May 9, 2019 at E. Savidge & Prospect, Council directed staff to work with MDOT on options to increase safety for pedestrians attempting to cross Savidge on their way to school. Those options are attached for Council consideration.
9	8:23 p.m. – Budget Adjustments (Marv Hinga)
10	8:25 p.m. – Audit Presentation (Marv Hinga) Doug Vredevelde will be in attendance at the regular Council Meeting to present his findings of the 2018/2019 audit. Attached please find the audit letter. The audit documents themselves are rather voluminous and will be distributed at the work session.
11	8:26 p.m. – Interconnection Agreement This item was added at the last minute to the September Work Session discussion, but never made it to the agenda for approval.
12	8:27 p.m. – Lake Street Lift Station (Wally Delamater) Council had requested that DPW Director Wally Delamater provide pictures of the proposed lift station prior to their approval. Wally has those examples to provide to Council and discuss next steps.
13	8:33 p.m. – Economic Development Contract The Village enjoys a relationship with the Grand Haven Area Chamber of Commerce to assist with our economic development needs. This contract is up for renewal every 3 years and was last approved on October 1, 2016.
14	8:36 p.m. – Verplank Dock Leaf Agreement The Village enjoys a relationship with Verplank Dock in order to dispose of our leaves each fall (as do the other 4 NW Ottawa County communities.) This contract is up for renewal every 5 years and was last approved on September 15, 2015.

15	<p>8:39 p.m. – Public, Educational and Government (PEG) Access Channels</p> <p>There is currently no programming on our government access channel on Charter (Spectrum). Mr. Eric Kaelin (WAWL) has offered to handle to programming, free of charge, on behalf of the local municipalities. Our obligation would be to “feed” him news and information, much like we do for Facebook and Constant Contact.</p>
16	<p>8:42 p.m. – Flood Plain Mapping Updates</p> <p>FEMA is proposing updated flood plain hazard information for Lake Michigan and its tributaries. These (voluminous) materials will remain at Village Hall for public review, or you may go to the following website to obtain the same information:</p> <p style="text-align: center;">https://www.fema.gov/preliminaryfloodhazarddata</p>
17	<p>8:50 p.m. – Communications</p> <ul style="list-style-type: none"> • Board Opening Advertisement • GHACVB Calendar (October) • Library Calendar (October) • Water Levels (Tribune Article and MME List Serve Comments) • Wolters Trespass
18	<p>8:53 p.m. - Minutes</p> <p>Minutes of the September 9, 2019 Work Session and September 16, 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 October 18, 2019.</p>
19	<p>8:54 p.m. - Public Comment</p> <p>Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes.</p>
20	<p>9:00 p.m. – Adjourn</p>

CONTRIBUTION AGREEMENT

This Contribution Agreement ("**Agreement**"), is entered into effective as of _____ ("**Effective Date**"), by and between SAVIDGE THREE, LLC, a Michigan limited liability company, with a registered address of 570 Seminole Road, Suite 200, Norton Shores, Michigan 49444 ("**Donor**"), and the VILLAGE OF SPRING LAKE, a Michigan municipal corporation, with an address of 102 West Savidge Street, Spring Lake, Michigan 49456 ("**Donee**"). The Donor desires to contribute to the Donee and the Donee desires to accept from the Donor, the Property (as defined below) upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. **Contribution.** The Donor intends to contribute to the Donee and the Donee intends to accept from the Donor that real property situated in the Village of Spring Lake, Ottawa County, Michigan, commonly known as 109 S. Jackson St., Spring Lake, MI 49456 (the "**Property**"), more particularly described as:

The South 38.00 feet of the East 58.60 feet of Lot 11, Block 14, Bryant's Addition to the Village of Spring Lake, according to the recorded Plat thereof.

ALSO the North 15.00 feet of the East 58.60 feet of Lot 10, Block 14, Bryant's Addition to the Village of Spring Lake, according to the recorded Plat thereof.

2. **Terms and Conditions.** The Donor's contribution, and the Donee's acceptance, of the Property, are subject to and contingent upon the following terms and conditions:

- a. Taxes and assessments for the Property being not in default;
- b. All liens and judgments, if any of record, being duly discharged or released;
- c. Both Donor and Donee warrant and represent to each other that neither party is represented by a real estate broker;
- d. Donor to cover at Donor's expense the total cost of any appraisal of the property;
- e. Appraisal being acceptable to Donor in Donor's sole and absolute discretion;
- f. Results of Donee's inspections being acceptable to Donee;
- g. Donee to cover at Donee's expense all other ordinary costs of closing including but not limited to any costs of survey, title insurance, transfer or recording fees; and
- h. Donor completing a FIRPTA affidavit stating that Donor is not a "foreign person" within the meaning of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

3. **Closing.** Closing of the transaction contemplated herein ("**Closing**") shall occur at a time and place to be agreed upon by the parties once the conditions to Closing contained

herein have been satisfied, but in no event later than September 1, 2019. At Closing, the Donor shall convey marketable title to the Donee subject to those covenants and easements of record, or which are apparent. Donee shall be entitled to possession of the Property as of the date of closing.

4. **Taxes.** The parties shall prorate, apportion and adjust as of the date Closing, the property taxes and installments of assessments on a calendar year basis using the dates such taxes and/or installments of assessments are first billed. Any taxes and/or installments of assessments not yet billed for the calendar year in which the Closing occurs shall be estimated by using the prior calendar year's billed taxes and/or installment of assessments.

5. **No Warranty.** Donee agrees that, except as expressly contained in this Agreement, no representations or warranties by or on behalf of Donor, express or implied, are or have been made to Donee as to the condition of the subject Property, including improvements situated thereon. Donee is accepting the Property based solely upon its own inspections and investigations.

6. **Inspections.** Donor hereby grants to Donee and Donee's agents the right to enter upon the Property during the term between the execution of this agreement and the Closing to make a physical inspection of the Property and to perform such tests as Donee deems necessary and appropriate at Donee's expense. If Donee wishes to conduct an environmental survey of the Property, or to perform any tests on the Property, the Donee shall keep the Property in or restore the Property to its physical condition as of the date of execution. Donee agrees to indemnify and hold Donor harmless from and against any claim, suit, or damage arising out of Donee's entry, test(s) or inspection(s) on or about the Property, unless caused by Donor's willful misconduct or gross negligence. Such indemnity shall survive the Closing or any earlier termination of this Agreement. In the event that any advance determination with respect to any such examinations, studies, tests, reviews or inspections causes Donee, in its sole and absolute discretion, to believe that it is not prudent to proceed to Closing, then Donee may, at any time between the date of execution of this Agreement and the Closing, terminate this Agreement by giving written notice of such election to terminate to Donor in writing. In the event of termination, neither party shall have any liability to the other. Donee acknowledges that Donee has had sufficient time to examine, test, inspect, review and study the Property and waives any further rights of examination, testing, inspection, review or study and are satisfied that the Property is suitable for Donee's intended use.

7. **Confidentiality.** Donee acknowledges that all information in respect to the Property furnished to Donee by the Donor is and has been furnished on the condition that Donee keeps confidential the existence of the potential transaction contemplated herein until Closing. Donee may disclose such information, on a need-to-know basis to its employees and agents serving it in connection with this transaction

8. **Authority.** This Agreement and consummation of the transaction contemplated herein have been duly authorized by all necessary action on the part of the parties and, upon execution this Agreement shall constitute a legal, valid and binding obligation of the parties.

9. **Notices.** All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the Donor: Savidge Three, LLC
570 Seminole Road, Suite 200
Norton Shores, Michigan 49444
Attention: Kimberly Van Kampen

To the Donee: Village of Spring Lake
102 W. Savidge St.
Spring Lake, Michigan 49456
Attention: Christine Burns

10. **Severability.** In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

11. **Amendment.** Neither this Agreement nor any of the terms, covenants or conditions hereof may be modified or amended, except by an agreement in writing, duly executed and delivered by the party against whom enforcement of such modification or amendment is sought.

12. **Governing Law.** This Agreement and each and all of the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the internal laws of the state of Michigan.

13. **Counterparts.** This Agreement may be signed in one or more counterparts, and by different parties to this Agreement on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

14. **Entire Agreement.** This Agreement and the exhibits to this Agreement contain all of the representations and statements by Donor and Donee to one another and express the entire understanding between Donor and Donee with respect to the matters described herein. All

prior and contemporaneous communications concerning such matters are merged in and replaced by this Agreement

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials as of the Effective Date.

VILLAGE OF SPRING LAKE

DATE: _____

By: _____
Its: _____

“Donee

SAVIDGE THREE, LLC

DATE: _____

By: Kimberly Van Kampen
Its: Manager

“Donor”

**Summary report:
 Litéra® Change-Pro TDC 10.0.0.42 Document comparison done on
 7/19/2019 4:55:00 PM**

Style name: WNJ Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WNJDMS/WNJDMS/18632112/1	
Modified DMS: iw://WNJDMS/WNJDMS/18632112/2	
Changes:	
Add	3
Delete	1
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	4

Village of Spring Lake

RFP Purchase and Redevelopment of the
Commercial Building at 109 S. Jackson St.



September 6, 2019

ARM
114 West Savidge
Spring Lake, Michigan 49456
www.armaintenance.com



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3 Transmittal Letter

4 Proposal Summary

- General Vendor Information
- Description of Services
- References
- Staff Resources
- Default
- Summary
- Cost of Services
- Insurance

15 Attachment A

Proposed Plans and Elevations



Transmittal Letter

To the Village of Spring Lake Selection Committee:

On behalf of Brandon Brown and Eric Wolff, we are excited to be submitting our proposal and qualifications for the purchase and redevelopment of the Commercial Building at 109 S. Jackson Street, known as the Haight Building.

The purpose of this submission is to purchase and re-develop 109 S Jackson in order to create retail and/or residential spaces within the Village. The Village is looking for a creative “out-of-the-box” vision with this redevelopment. The final product will be a significant addition to the positive evolution the Village of Spring Lake is committed to.

We believe our team is the right choice in becoming an integral partner in the continued redevelopment and enhancement to the Village of Spring Lake. Our team will provide full services for purchasing, designing, engineering and construction for the commercial building at 109 S. Jackson Street. Our team is a collaboration of ARM, who will be the owner/developer, Bergman, a full service and multi-disciplinary firm (consisting of Architects, Structural Engineers, Electrical Engineers, Mechanical Engineers and Civil Engineers), and Ayers Construction, who will manage the construction and renovation of the property. We have built a strong reputation for excellence in Commercial, Retail, Corporate, Research and Manufacturing, Warehousing and Distribution and Municipal & Public Works Agencies.

Brandon Brown and Eric Wolff are in partnership with the purchase and development of the commercial building at 109 S. Jackson Street. Their current office is located at 114 W Savidge Street, Spring Lake, MI 49456. They can be contacted by telephone at 616.850.8455 or via the following emails, brandon.brown@teamarm.com and eric.wolff@teamarm.com.

TAX ID: 30-0869028

Our team is dedicated to the communities we live and work in, as well as giving back to the community. We are local residents and take personal interest in each project we do. Our goal is to continue to build a successful relationship with the Village of Spring Lake by providing leadership and problem solving.

Please note, this submission 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.

We hope this RFP will merit your approval.

Sincerely Yours,

Brandon Brown

Brandon Brown | CEO | ARM



1. PROPOSAL SUMMARY

GENERAL VENDOR INFORMATION

ARM has been in business since 1991, our main office has been in Spring Lake since 2005. ARM is a commercial facility management company. We currently conduct business in 15 states, as well as Puerto Rico. Part of our offering as a company is to partner with construction, development, and architectural companies in the commercial sector.

The office servicing this project is located at 114 W. Savidge Street in Spring Lake, one block away from the Haight Commercial building.

For decades, Bergmann has worked with private clients, cities and towns, villages and hamlets, counties and states to successfully address the design and engineering requirements and concerns of both municipal leaders and citizens alike.

As a full-service multi-disciplinary firm, Bergmann provides our clients with complete architectural, engineering and planning services. Our variety of in-house experts provide municipalities with a highly efficient, cost-effective and responsive approach to planning and design. Bergmann's unique capabilities guide clients through the stages of concept analysis and funding strategy to design and construction. With more than 400 employees, our vast professional and technical staff includes planners, grant writers, civil engineers, landscape architects, architects, interior designers, as well as structural, mechanical and electrical engineers.

DESCRIPTION OF SERVICES

In collaboration with Bergmann and Ayers Construction, ARM's purpose for pursuing this redevelopment is to occupy the second floor and mezzanine, while providing retail lease space on the first floor.

ARM's current main office is located at 114 W. Savidge, employing 25 people. With the rapid growth ARM is experiencing, we are in need of additional space. This redevelopment opportunity will allow ARM to remain in the Village, as desired. Should ARM be granted the opportunity to purchase and redevelop the commercial building at 109 S. Jackson Street, it will allow for additional retail space at 114 W. Savidge Street. We believe this will solve a business need for ARM and ensure a positive experience for the Village and its members.



1. PROPOSAL SUMMARY

STAFF RESOURCES

ARM will be managing the project from design through permitting to completion of construction. The team has been assembled to cover all responsibilities required for a successful project. Bergmann will be responsible for all design and engineering and assisting ARM through the permitting and planning approval. Ayers Construction will be managing the construction through completion and owner occupancy.

Bergmann has a long history of Planning, Design, Engineering and Construction Administration. These are just a few of our recent projects:



- Grand River Greenway
Village of Spring Lake, MI
- 114 West Savidge St.
Building Addition and Renovation
- City of Ferrysburg
New City Hall Master Plan/ LUD
- City of Grand Haven
Annex Building Centennial Park Development
- City of Grand Rapids
Mechanical Modernization and Design
- Uptown Bay City
Master Plan and Mixed Use New Construction.
- Clinton County
New Clinton County Animal Shelter
- Community Mental Health Authority
Various Campus improvements and additions
- Dewitt NY Fire Station
Rebuilt Fire Station
- East Aurora Fire Station
New Fire Station
- East Rochester Fire Station
Full Service & Construction Administration
- Kent County
New Kent County Animal Shelter
- Michigan Pharmacist Association
Renovations
- Michigan Education Association
Interior Office Renovation
- Unicorn Tavern
Grand Haven, MI
- North Muskegon Library
Facility Master Plan
- Northwest Ottawa Water Treatment Plant
Assessment and Renovation
- Founders Brewing
New Production Facility, Tap Room and Corporate Headquarters
- Owens-Illinois, R&D
Full Service & Construction Administration
- St. Johns County Operational Center
Full Service Design
- St. Patrick's / St. Anthony Church
Facility Master Plan and Expansion
- State of Michigan DTMB
ADA Audit for 46 Facilities
- State of Michigan Constitution Hall
Office Renovation
- Hopcat
Royal Oak, MI and Kalamazoo, MI



MARKETS

- Civic & Education
 - K-12 Education
 - Higher Education
 - Municipal & Public Works

- Commercial Development
 - Entertainment & Hospitality
 - Mixed-Use & Multi- Family
 - Shopping Centers

- Offices & Corporate Facilities
 - Health & Wellness
 - Workplaces

- Power & Energy
 - Hydropower
- Natural Gas, Pipelines & Energy Supply

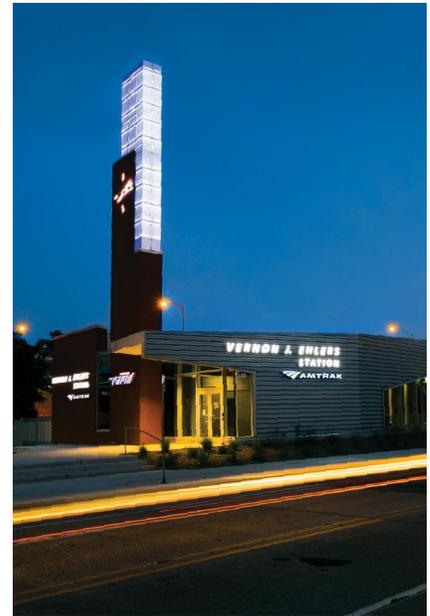
- Research & Manufacturing
 - Industrial Manufacturing
 - Research & Development

- Retail & Food
 - Banks & Financial Services
 - Fuel Service & Convenience Stores
 - Grocery
 - Restaurants & Dining

- Transportation
 - Bridges
 - Rail & Transit
 - Roads & Highways

- Warehousing & Distribution

- Waterways & Water Resources
 - Dams
 - Locks & Navigational Structures
 - Pumping Stations
 - Waterfront Facilities





BUILDINGS GROUP

- Architecture | Interior Design
- Mechanical, Electrical, Plumbing
- Fire Protection
- Structural Engineering
- Landscape Architecture
- Site Development | Civil Engineering
- Master Planning
- Energy Audit
- Sustainable Practices
- Public | Community Engagement
- Client Management Services



SUNY Alfred | Alfred, New York

INFRASTRUCTURE GROUP

- Bridge Design & Analysis
- Bridge Safety Inspections
- Waterway Hydraulic Analysis
- Noise Assessment Studies
- Maintenance of Traffic Construction Staging
- Municipal Utility Design
- Streetscape Design
- Landscape Architecture
- Highway Design
- Local Roadway Design
- Complex Interchange Design
- Traffic Capacity Analysis
- Traffic Signal Design
- Operational Analysis
- Load Rating
- Bridge Design
- Client Management Services



1-75 Diverging Diamond Interchange | Auburn Hills, Michigan

UNIQUE RESOURCES & APPROACHES

As noted in the “Vendor Information” portion of the proposal Bergmann is full-service, multi-disciplinary firm providing our clients with complete architectural, engineering and planning services. Within our company but outside the “Buildings Group” of architects, Civil, Mechanical, Electrical, Plumbing and Structural engineers, Bergmann has an “Infrastructure Group” and “Client Management Services Practice”. Having all three groups in-house gives Bergmann the leading expertise for any project Ottawa County may have.

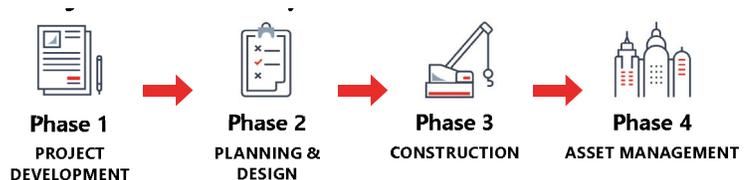
INFRASTRUCTURE GROUP:

Our infrastructure group has built strong relationships with state agencies such as MDOT (Michigan Department of Transportation) and MDEQ (Michigan Department of Environmental Quality) working on surface transportation project. Roads and bridges, dams and levees, hydropower and locks. We have experience working with these agencies on a wide variety of projects and with this experience we understand their process of reviews and approvals. Many projects require coordination with these agencies and Bergmann can anticipate, schedule and execute in an efficient manner to keep the project on schedule.

CLIENT MANAGEMENT SERVICES PRACTICE:

Unlike other architectural and engineering firms, Bergmann has developed a new Client Management Services (CMS) competency that will combine top-quality existing services into a single streamlined offering. This new practice will focus on managing a single project or an entire program from project inception through the facilities life cycle. By applying extensive construction experience and expertise, Bergmann professionals deliver better results for clients, cost- saving and risk management solutions, and long-term energy and operational efficiencies for facilities.

As the single source partner for clients, Bergmann assesses their needs, develops the right program, designs the project and manages the entire process. This frees up clients’ time to focus on their business priorities. Once construction is complete, Bergmann ensures clients’ make the most of their assets through the long-term maintenance and operation programs for facilities. Bergmann clients have a single point of contact that understands the unique needs and processes associated with your project. Bergmann program managers ensure productive communications across all aspects of a client’s work with us. Most importantly, by leveraging decades of construction and design experience, the Bergmann team will be made up of problem-solvers who are dedicated to delivering more cost-effective solutions, as well as who live and work in the same communities as our clients.





Phase 1 PROJECT DEVELOPMENT

In this phase, Bergmann will help you make the key decisions that position your project or program for success. Bergmann has proven expertise in site selection, planning and incentive programs. Our professionals also have the knowledge and technology needed to assess your current facilities and help you identify the goals and objectives for your project

Project Development Services:

- Business & Economic Incentives
- Corporate Branding of Work Spaces
- Energy & Sustainability Strategies
- Program Needs Assessments
- Project Delivery Method Evaluation
- Facility Condition Assessment
- Facility Inventories and Audits
- Site Selection Analysis & Due Diligence
- Campus Master Planning



Phase 3 CONSTRUCTION

A closely engaged advocate, on-site regularly, can have a tremendous impact on the final quality and cost of a project. In this phase, Bergmann professionals with a background in construction will be the client advocate to observe, verify and act on your behalf. While your Bergmann single point of contact keeps you up to date on the progress of your project, you can focus on your business.

Construction Services:

- Owner's Representation Services
- Monitor Project Process & Quality Control
- Manage 3rd Party Services (Layout, Testing, Specialty QA/QC)
- Construction Administration
- Manage Project Startup & Commissioning
- Manage Completion of Punch List
- Manage Project Close Out & Documentation
- Represent Client on Claims or Disputes



Phase 2 PLANNING & DESIGN

Bergmann is a recognized leader for architecture and engineering design services. In this phase, we'll apply that expertise, along with our construction and program management experience to create cost estimates, determine the best project delivery method and help select the right partners to execute the project. Acting as their Owner Representative, clients count on Bergmann to help smooth the approval and permitting processes and get projects off on the right foot in local communities.

Planning & Design Services:

- Architecture & Engineering Design Services
- Visualization & 3D Design
- Owner's Representation Services
- Project Cost Development & Analysis
- Constructibility and Value Analysis
- Qualification & Selection of Construction Partner
- Municipal Approvals & Entitlements



Phase 4 ASSET MANAGEMENT

The investment to build any project is significant, however the operations and maintenance cost over the life of a facility can far exceed the initial investment to purchase or build it. Bergmann professionals will help develop specific programs to minimize these costs over the life cycle of your facility, saving significant dollars, as well as ensuring your facility is properly maintained to extend the peak service life of your investment.

Asset Management Services:

- Facility Documentation Program
- Facility Warranty & Inspection Program
- Facility Maintenance & Repair Program
- Energy Consumption Optimization Program
- Facility or System Renovation or Improvements



MECHANICAL SERVICES

Bergmann mechanical, fire protection and plumbing engineers are experienced in a wide range of building types. We design new and renovated mechanical systems, as well as energy control systems. We offer both new building commissioning and retro-commissioning. Our experts are skilled at reducing energy usage while creating comfortable interior environments. Our professional engineers evaluate how the design impacts both short-term capital costs and long-term operational costs. Our team can also conduct constructibility reviews to lower project costs and shorten the time to completion. Our team is experienced in a wide range of projects types, including;

HVAC

- Heating
- Ventilating
- Air Conditioning
- Chilled Water
- Indoor Air Quality
- Humidity Control
- Energy Conservation Audits
- Clean Rooms
- Isolation Rooms
- Dust Collection Systems
- Energy Recovery Systems
- Energy Modeling
- Geothermal Heat Pump
- Energy Management Systems
- 3-D system modeling
- Code compliance review

PLUMBING/FIRE PROTECTION

- Storm Water Systems
- Domestic Water Systems
- Soil & Waste Systems
- Pressure Booster Systems
- Water Conditioning
- Water Filtration
- Water Treatment Systems
- Fire Protection Systems
- Fire Protection Hydraulic analysis
- DI & RO Water Supply Systems
- Storm Water Reclamation
- Grey Water Supply Systems
- 3-D system modeling

ELECTRICAL SERVICES

Bergmann electrical power distribution, lighting, communications, fire alarm and security engineers are experienced in education facilities whether new construction or remodel. We design electrical systems using latest and proven technologies for safe and reliable systems. Power systems will integrate energy monitoring and control to improve performance and predict failures. We offer new building commissioning upon construction completion. Our experts are skilled at reducing energy, prioritizing safety and creating lighting environments appropriate for specific spaces and especially learning environments. As project team, our professional engineers evaluate how the design impacts the immediate cost of the project considering long term life cycle costs of equipment and lighting systems. The electrical professionals will evaluate and consider constructibility reviews to increase safety, maximize cost savings for labor and materials, plus minimize construction duration. Our electrical engineering and design staff are experienced in the following capacities:

POWER DISTRIBUTION DESIGN

- Medium Voltage
- Low Voltage
- Switchgear/Transformer Switchboards and Panelboards
- Busway Distribution
- Essential Power Monitoring
- Power coordination/connection
- Receptacle Layout

LOW VOLTAGE (50V AND BELOW)

- Data/Telephone Infrastructure
- Fire Alarm System
- Security Design
- CCTV
- Card Access/ Readers
- Audio/Visual Systems
- Paging Systems

GENERATOR DESIGN

- Emergency System
- Legally Required Stand-by System
- Optional Stand-By System
- Peak Shaving

RENEWABLE ENERGY PRODUCTION

- Solar Photovoltaic- Energy Storage
- Solar Photovoltaic-Net Metering



STAFF RESOURCES



UNINTERRUPTIBLE POWER SUPPLY SYSTEMS

Central Building Systems
Data Closet Racks
Data Centers

ARC FLASH/COORDINATION STUDIES

Arc Flash: Incident Energy possible at a location if a fault occurs.
Coordination Study: Tripping of breakers (required for emergency systems)

LIGHTING DESIGN – INTERIOR AND EXTERIOR

Selection of fixtures
Layout of fixtures
Photometrics – normal and emergency egress
Lighting controls

STRUCTURAL SERVICES

The Bergmann structural engineers collaborate with architects, building owners and builders to design elegant solutions for projects of all types, sizes and levels of complexity. From designing high rise buildings and long span bridges to engineering creative specialty structures and major expansion projects, we continually seek the best balance among the demands of form, function, sustainability, constructibility, schedule and budget.

Our engineering deep of seasoned professionals combines experience with sophisticated technological tools to enhance the creative process, promote effective collaboration, improve coordination and enhance visualization and communication throughout planning, design and construction. We continually challenge ourselves to find new ways to design and deliver projects faster, more efficiently and more cost-effectively than ever before. Our structural engineering and design staff are experienced in the following capacities:



Building Structure
Special analysis/design
Building/equipment fndt. design
Renovations and Additions
Restoration and Repairs
Forensic Investigation
Floor/Roof Load Rating
Finite element Analysis

Structural Vibration Analysis
Revit Modeling
Shoring and Bracing Design
Delegated Design for CFMF
PEMB Coordination and Design
Bridge Crane Design
Pit and Mat Foundation Design

PERFORMANCE CONTRACTING

Bergmann Associates understands performance contracting. Performance contracting allows customers to bundle projects into a single package, with a guaranteed positive cash flow. Contract terms can be long enough to justify larger projects at a cost attractive to performance contractors. Bergmann Associates has helped performance contractors through all phases of performance contracting; from prospective development, audits, detailed design, commissioning, and M & V.

Energy Auditing
Co-generation
Renewable Energy

Photo Voltaic
Wind Retrocommissioning

1. PROPOSAL SUMMARY



DEFAULT

ARM

American Repair Maintenance has not declared bankruptcy or had creditor protection within the past ten years.

Bergmann

Bergmann Associates has not declared bankruptcy or had creditor protection within the past ten years.

Ayers Construction

Ayers Construction has not declared bankruptcy or had creditor protection within the past ten years.

SUMMARY

ARM and their team are qualified and capable of redeveloping the 109 S. Jackson st. building into a successful addition to the continued improvements to the Village of Spring Lake. This project will provide additional lease space bringing in new commercial and retail businesses.

COST OF SERVICES

ARM respectfully proposes a price of \$110,000.00 for the property at 109 S. Jackson Street, Spring Lake, MI.

ARM anticipates the cost of renovations will be in the range of \$785,000.00 to \$925,000.00. There are still some unknowns with the existing building and a better cost estimate can be established once selective demolition can happen to analyze the structural integrity of the building and potentials for creating inviting first floor lease space for future tenants. See the attached plans and elevations for the concept of the renovations.

ARM will want to pursue the Facade Improvement Grant through the village. At this time it is not proposed to have residential on the upper floors. There is interest in planning to convert to apartments or condominiums in the future. With this ARM will evaluate adding fire suppression to the building and may be interested in pursuing the grant assistance for providing fire protection.



Attachment A. Building Plans and Elevations

109
S. Jackson
 Village of Spring Lake
 MI 49456



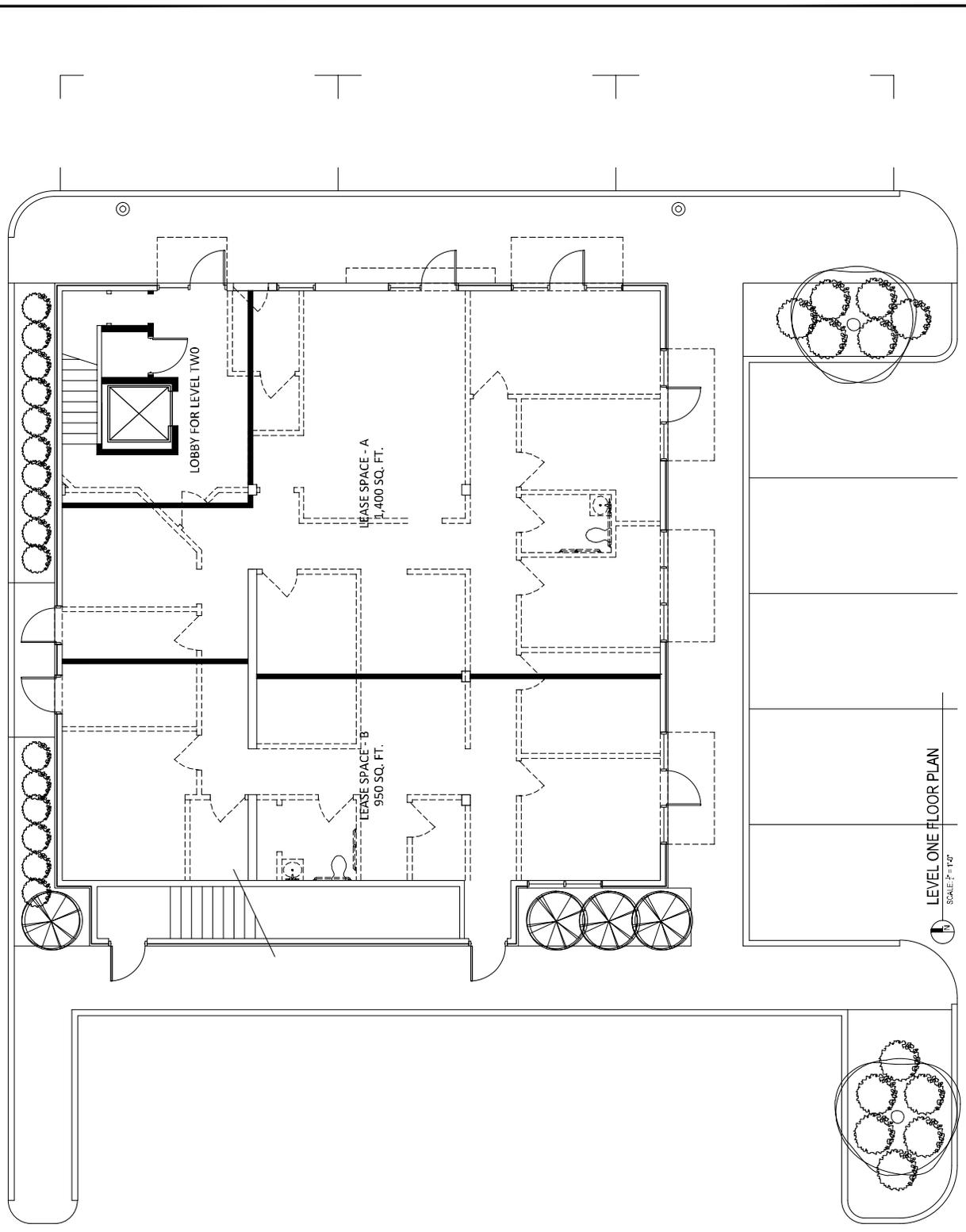
Bergmann Associates, Architects, Engineers,
 Planners, Architects & Surveyors, L.P.C.,
 58575 Sibley Ave.
 Suite 300
 Grand Rapids, MI 49504
 phone: 616.672.4271
 www.bergmannpa.com

DATE	DESCRIPTION
09/05/2018	PROPOSAL SUBMITTAL

NO.	DATE	BY	SCALE
1	09/05/2018	SS	1/8" = 1'-0"
2	02/24/2019	SS	1/8" = 1'-0"

LEVEL ONE FLOOR PLAN

A101



LEVEL ONE FLOOR PLAN
 SCALE: 1/8" = 1'-0"

109
S. Jackson
 Village of Spring Lake
 MI 49456



Bergmann Associates, Architects, Engineers,
 Planners, Architects & Surveyors, L.P.C.,
 50157 Sibley Ave.
 Southfield, MI 48064

Phone: 58467467
 www.bergmann.com

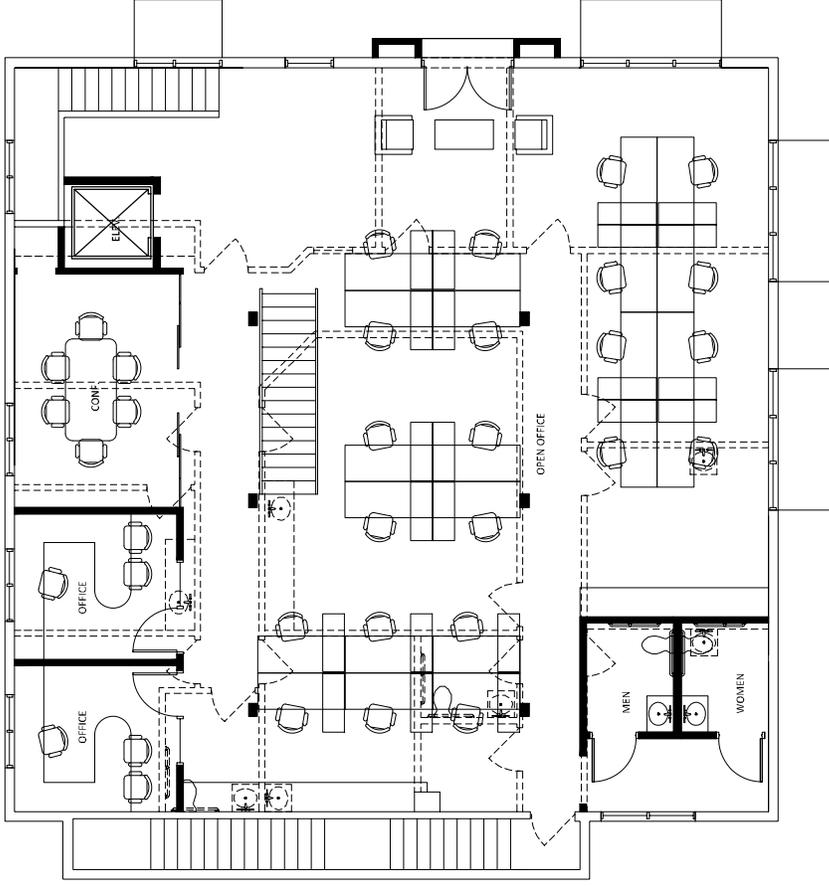
DATE: 09/05/18
 DESCRIPTION: PROPOSAL SUBMITTAL

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 Planners, Architects & Surveyors, L.P.C.

NO.	DATE	DESCRIPTION
01	09/05/18	PROPOSAL SUBMITTAL

**LEVEL TWO
 FLOOR PLAN**

A102



LEVEL TWO FLOOR PLAN
 SCALE: 1/4" = 1'-0"

109
S. Jackson
 Village of Spring Lake
 MI 49456



Bergmann Associates, Architects, Engineers,
 Planners, Architects & Surveyors, L.P.C.,
 50157 Lakeside Ave.
 Suite 305
 Grand Rapids, MI 49504
 phone: 616.272.4271
 www.bergmannpa.com

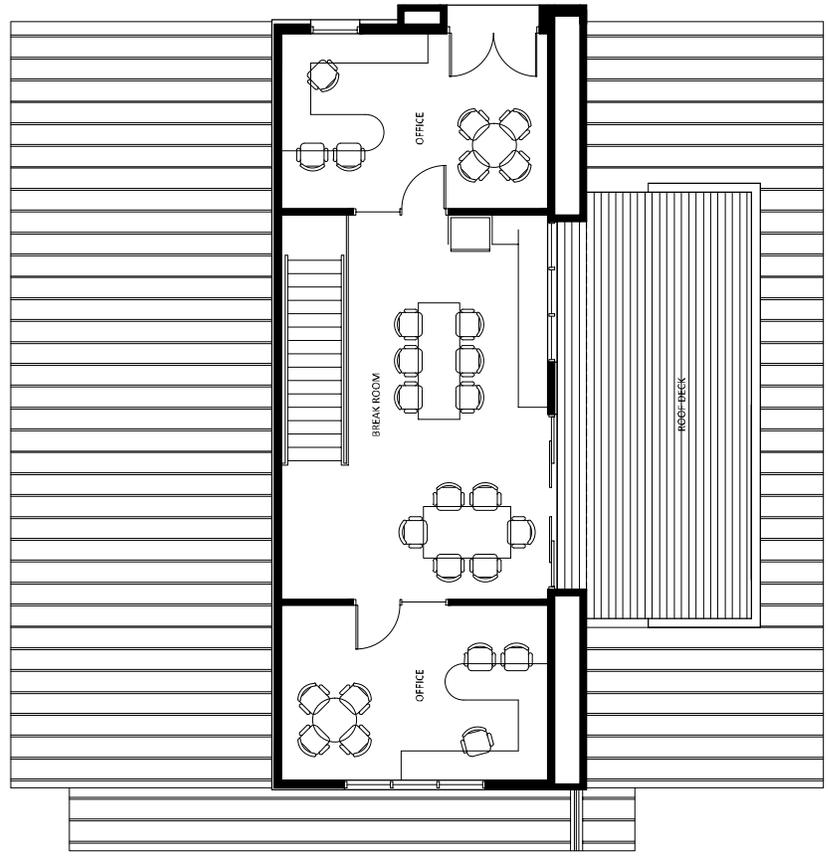
DATE	DESCRIPTION
09/05/2018	PROPOSAL SUBMITTAL

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NO.	DATE	DESCRIPTION
1	09/05/2018	PROPOSAL SUBMITTAL

**MEZZANINE
 FLOOR PLAN**

A103



MEZZANINE FLOOR PLAN
 SCALE: 1/4" = 1'-0"

109

S. Jackson

Village of Spring Lake
MI 49456



Bergmann Architects, Architects, Engineers,
Interior Designers & Surveyors, LLC
505 7th Street NW
Grand Rapids, MI 49504
Phone: 616.474.4271
www.bergmannpa.com

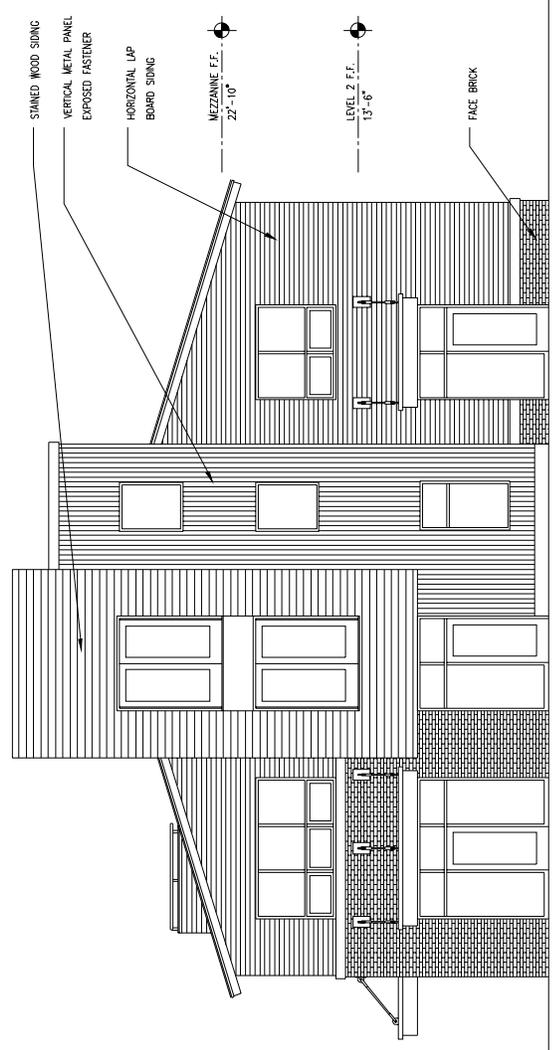
DATE	DESCRIPTION
09/05/2018	PROPOSAL SUBMITTAL

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Interior Designers & Surveyors, LLC

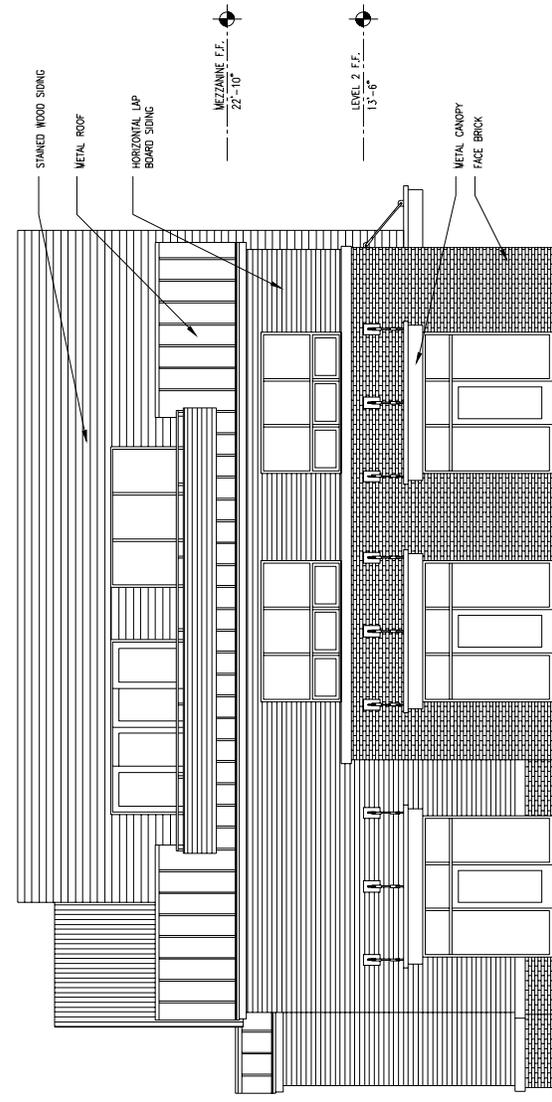
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03	09/05/2018	AS	AS
04	09/05/2018	AS	AS
05	09/05/2018	AS	AS

EXTERIOR ELEVATIONS

A201



EAST ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

109
S. Jackson
 Village of Spring Lake
 MI 49456

B BERGMANN
 ARCHITECTS INTERIORS & LANDSCAPE

Bergmann Associates, Architects, Engineers,
 Interiors, Interiors & Landscapes, LLC
 505 7th Street NW
 Grand Rapids, MI 49504
 phone: 616.467.4471
 www.bergmannpa.com

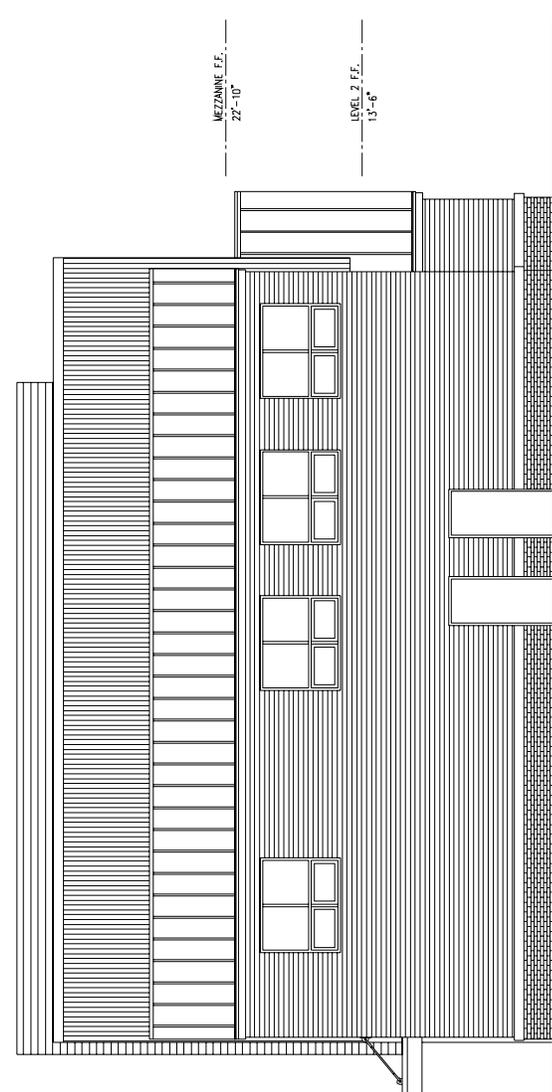
DATE	DESCRIPTION
09/05/2019	PROPOSAL SUBMITTAL

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 Interiors, Interiors & Landscapes, LLC
 Landscape Architect & Surveyors, LLC

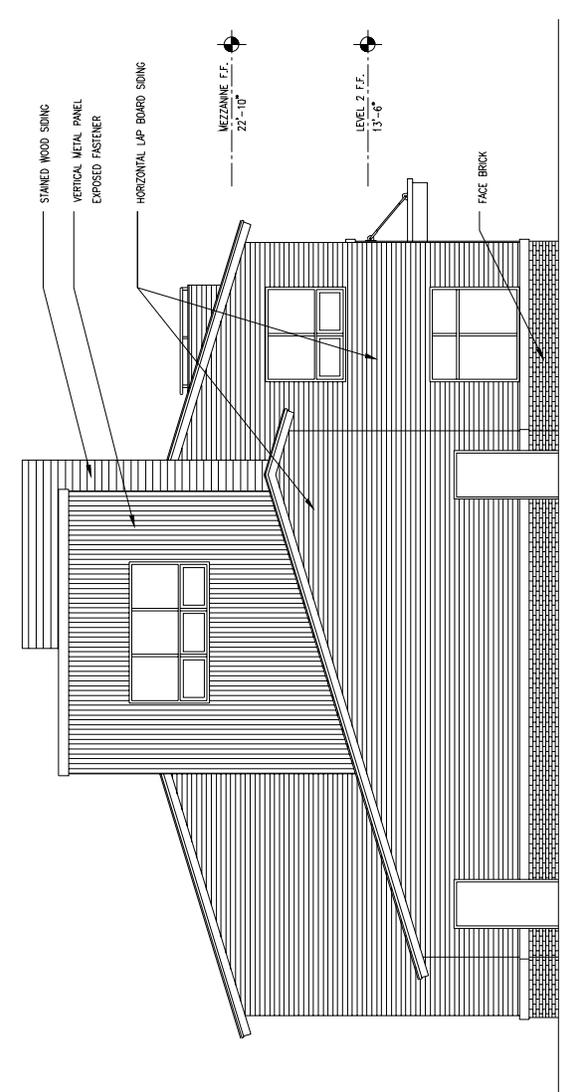
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100	09/05/2019	ASB	ASB

**EXTERIOR
 ELEVATIONS**

A202



NORTH ELEVATION
 SCALE 1/4" = 1'-0"



WEST ELEVATION
 SCALE 1/4" = 1'-0"

G R A N T D E E D

HUGO THUM of Lakeside, County of San Diego, State of California, in consideration of and upon the covenants and conditions hereinafter contained, does hereby grant and convey to VILLAGE OF SPRING LAKE, a public municipal corporation, of the County of Ottawa, State of Michigan, all that real property situated in the Village of Spring Lake, County of Ottawa, State of Michigan, described as follows, to-wit:

BLK
Lot Thirteen (13) of Barber's Addition to said Village of Spring Lake; to be held by it for park, pier, wharf and other public municipal purposes, and

upon the following expressed conditions, to-wit:

First: That said property shall not be conveyed or title thereto transferred or encumbered by said Village of Spring Lake;

Second: That no lease of said property, or any part thereof, or other transfer of possession thereof shall be made by said Village of Spring Lake;

Third: That said property shall be used only for park, pier, wharf and other public municipal purposes under the control and direction of said Village of Spring Lake, and such other municipal corporations as may succeed to public authority over the territory now included within its boundaries.

Upon the breach of any of the foregoing conditions, the said Grantee and its successors shall forfeit all title and right to possession of the above described real property, and said property and all the improvements thereon and the

FINAL Copy

SCHOLTEN AND FANT

ATTORNEYS AT LAW

SUITE 202

SECURITY FIRST BANK & TRUST CO. BLDG.

P. O. BOX 454

GRAND HAVEN, MICHIGAN

49417

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R. NEAL STANTON
THOMAS R. REINSMA
JOHN C. CARLYLE
JOHN S. LEPARD
THOMAS M. BOVEN
JAMES P. PIPER
CARL E. SCHWAB

November 27, 1974

All Members of the Spring Lake Village Council.

Re: Legality of Operation of Spring Lake Village
Summer Tourist Park Pursuant to Grant Deed from
Hugo Thum

Dear Council Members:

The Village Council has asked this office for an opinion regarding the legality of the Summer Tourist Park pursuant to a grant deed from Hugo Thum, dated July 17, 1916.

In preparing this opinion we have been supplied with the following documents:

1. A copy of the grant deed dated July 17, 1916, conveying the premises in question, commonly referred to as the "Thum Lands" to the Village of Spring Lake.
2. A copy of the present ordinance regulating and controlling the use and operation of the Tourist Park.
3. A copy of a Trailer Lot Lease presently being used by the Village at the Tourist Park.

This opinion letter covers the following questions:

1. The legality of the Village utilizing the Thum Lands for the operation of a Tourist Park in accordance with its existing ordinance and lease arrangements pursuant to the deed of Mr. Hugo Thum; and
2. Whether or not a proper party objecting to the present existing

use of the property would be successful in causing the property to revert back to the heirs of Hugo Thum under the terms of the deed.

FACTS

The land in question was conveyed by Mr. Hugo Thum to the Village of Spring Lake upon the following expressed conditions:

"First: That said property shall not be conveyed or titled thereto transferred or encumbered by said Village of Spring Lake;

Second: That no lease of said property, or any part thereof, or other transfer of possession thereof shall be made by said Village of Spring Lake;

Third: That said property shall be used only for park, pier, wharf and other public municipal purposes under the control and direction of said Village of Spring Lake, and such other municipal corporations as may succeed to public authority over the territory now included within its boundaries. "

The deed further provides that in the event that any of the foregoing conditions are breached, the Village of Spring Lake shall

" . . . forfeit all title and right to possession of the above-described real property and said property and all improvements thereon . . . shall revert and revest in the above named Hugo Thum, his heirs, successors and assigns. "

Discussion of Question No. 1

As a general rule, the use to which land dedicated by its private owners as a park may be devoted depend upon the purposes of the dedication, as determined by the intention of the dedicator, and such land cannot be used for any purpose inconsistent with that intention, even though there has been a change in the character of the surrounding property. The municipality within whose borders the premises are situated takes the premises, as trustee for the public, with special uses, designed by the dedicator. Furthermore, the use to which the land is dedicated must be preserved or the land will revert to the original proprietors.

In reviewing the conditions as contained in the grant deed, it is clear that for the purposes of this discussion the second and third conditions are most pertinent. Presently portions of the park are in fact leased, on a daily, weekly, monthly, or seasonal basis, pursuant to a Trailer Lot Lease

provided by the Village and controlled by the ordinance regulating the use of the Tourist Park by lessees. A reading of the Trailer Lot Lease makes it clear that those persons willing to pay the requisite fees do in fact obtain a leasehold interest in the property, subject to the conditions contained in the lease and within the Village ordinances. While it could be argued successfully by the Village that the actual lease agreement is in reality a "license" or "occupancy permit", the general rule of law is that a document is construed most strictly against the party drafting the same. In this case the Village drafted the Trailer Lot Lease. A reading of that document makes it clear that the Village ". . . does hereby Let and Lease . . ." and upon default of its terms, ". . . to thereupon enter upon said lot and take and retain possession thereof . . .".

CONCLUSION

It is our opinion that under the present situation where the Village does in fact lease part of the lands conveyed under the terms of the grant deed, that such conduct does in fact constitute a violation of the second condition of the grant deed. The effect of this violation is discussed in the subsequent portions of this opinion.

Additional Discussion of Question No. 1

While the first portion of this opinion dealt with the effect of leases as a violation of the conditions of the deed, the more important question is whether or not any proper party would have any basis to object to the use of the lands as a "Tourist Park", i. e., that such a use was not a "park" use as intended by Mr. Thum and as defined by applicable case law. In other words, does the Village in holding the property in trust for the public, have a duty to use that property strictly for "park" purposes as that term is defined and specifically is the Village barred from using the land as a "tourist camp" or "trailer park".

While Michigan courts have not specifically passed upon the question of whether or not the use of trailers in a park by a municipality is consistent with "park purposes", other jurisdictions have passed upon this question.

In reviewing the issue the courts have taken a careful look at the manner in which the park property was acquired. If the park property was acquired by purchase by the municipality without any reservation as to its use, the courts do not place a strict construction upon its use. If, however, the park was acquired by donation or gift then the court places a strict construction on its use for the reason of the private dedication.

While we cannot render an opinion as to what Michigan Supreme Court would do on this subject, one of the leading cases which would support the position of the Village is the case of State ex rel Minner v Dodge City, 255 P 387 (1927). In this case certain tracts of land were deeded to Dodge City for "general park purposes" and in 1917 an automobile camp was established and then at a later date improved with cottages and other private tourist facilities.

The Kansas Supreme Court completely reviewed the history of the automobile and the mobility of our society and went on to state in the body of its opinion as follows:

"The original concept of a city park has by usage, during the last 20 years, broadened to include the maintenance of a tourist camp. Fireplaces are commonly provided in city parks for the use of picnickers, and there is no inherent reason why facilities of a like nature should not be provided for tourists. The tourist camp is part and parcel of the modern municipal park. Its maintenance as part of a modern municipal park is not different in principle than maintenance of a swimming pool therein about which there is no longer contention." (emphasis added)

We also have had the opportunity to review the latest reported case construing the use of municipal parks. In Barrens v City of Spearfish, 175 NW 2d 52 (1970), park property was also being used for tourists. It was property that was acquired by purchase rather than by donation and therefore the strict interpretation rule was not invoked by the South Dakota Supreme Court. However, in holding that the municipality had the right to operate a tourist camp, it did cite with approval the reasoning of the Kansas Supreme Court in the Minner case and further characterized the decision as being the "leading decision" on the question.

CONCLUSION

It is our opinion that under the present definition of a "park" that the maintenance of and operation of a tourist camp, which would include the parking of trailers, is not contrary to the third condition of the grant deed for the reason that such use is proper under the term "park" as now indicated and interpreted by the courts. Furthermore such an activity certainly qualifies as ". . . other public municipal purposes . . ." as contained in the third condition.

Discussion of Question No. 2.

The next question is whether a proper party objecting to the present

existing use of the property would be successful in causing the property to revert back to the heirs of Hugo Thum under a violation of either the second (lease) or the third (tourist park) conditions of the grant deed.

We have been advised that the present practice of leasing lots and operating the tourist park by the Village has been consistent, open and uninterrupted for a period of time in excess of 20 years.

A review of the controlling statute provides in part as follows:

M.S.A. 27A.5829

(5) "In all cases not otherwise provided for, the claim accrues when the claimant or the person under whom he claims first becomes entitled to the possession of the premises under the title upon which entry or action is founded." (emphasis added)

Under the above statute, assuming the Village was in error by entering into leases, (applying the rule of strict construction) the right of re-entry and the claim of reversion began to run at the time of the first leasing by the Village.

In view of the fact that this practice has been continuous for a period in excess of 20 years, it would appear that one claiming a reversion would be barred from asserting that claim for the reasons that the Statute of Limitations provides as follows:

M.S.A. 27A.5821

(1) "No action for recovery of any land shall be commenced . . . unless it is commenced within 15 years after the right or title . . . in the land first accrued . . ." (emphasis added)

CONCLUSION

It is our opinion that even though the Village may be found to have violated the intent of the grantor (granting of leases) through a strict interpretation of the grant deed (donation of land to be used as a park), that a proper party having standing to assert the claim of reversion would be barred from maintaining that claim because any alleged violation first occurred in excess of 15 years ago and that the appropriate statute bars any action at this time.

Furthermore, for the reasons advanced under the additional discussion of question No. 1, it is our further opinion that in the event a

Page Six

proper party contested the present use of the park (i. e. a tourist park in a park) that the Village would prevail under the case decisions previously cited in this opinion.

GENERAL RECOMMENDATION

It is our general recommendation that the document entitled "Trailer Lot Lease" be redrafted to be entitled "Occupancy Permit" or "License" and that the new document specifically state that the permittee or licensee receives no leasehold interest in the property whatsoever but occupies the designated area at the sole pleasure of the Village. The terms of the present "Trailer Lot Lease" should be incorporated into the document as conditions of issuance.

It is our further recommendation that the present ordinances be amended with the substitution of the term "occupancy permit" or "license" in place of "lease" and that the entire concept of a "Lessor - Lessee" arrangement be repealed.

Respectfully submitted,

SCHOLTEN AND FANT


By: James P. Piper

JPP/jas

Subconsultant Identification

Subconsultant Firm Information

The Chesapeake Group, Inc.

Locations:

Headquarters

8516 Green Lane

Baltimore, MD 21244

(410)265-1784

Other Locations Include:

Michigan

Pennsylvania

Florida

Firm Overview

The Chesapeake Group's (TCG) mission is to facilitate sustainable land use, business development, redevelopment and expansion in settings from rural to suburban and urban areas. TCG was formed in 1974 and incorporated a year later in the State of Maryland.

In addition to the headquarters in Maryland, we have offices in Michigan, Pennsylvania, and Florida. TCG purchased ownership of Ackley Marketing Group in 1998. Now a subsidiary of TCG, Ackley Marketing Group is a full-service marketing and advertising firm that assists clients with targeting markets, formulating creative direction, and communicating sales messages. TCG is a Maryland "C" Corporation since 1975 and in operation since 1974.

Project Representative

Howard Kohn, President and Chief Executive Officer

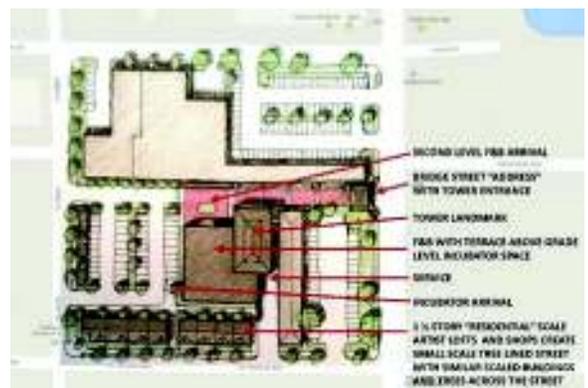
tcgroup@rcn.com

410.265.1784

Relevant Expertise

The Chesapeake Group specializes in providing services including:

- Conceptual land use plans
- Mixed-use development plans
- Assessments of site-specific opportunities, generally within the context of broader geographic areas
- Economic revitalization, including downtowns, under-utilized waterfronts, corridors, "main streets" and other established areas
- Economic and community development strategies.
- Tenant, developer and investor recruitment
- Defining opportunities for a full-range of non-exploitive natural resource opportunities
- Technology application shifting
- Entrepreneurship and economic gardening
- Analyses of transit-oriented development
- Tourism development
- Cost-benefit and impact analyses



THE CHESAPEAKE GROUP, INC.
BUILDING A FOUNDATION FOR THE FUTURE

Subconsultant Identification

TCG Relevant Michigan Projects

Project Area	Area-wide Analysis & Strategic Plan	Benefits /Impact Analysis	Site Specific Dev.	Mixed-use	Culture, Art, & Entertainment as Econ. Dev. Tools	Industrial/R & D/Ag.	Developer/ Tenant Recruitment	Tourism
Ada Township	✓			✓				
Allendale Township	✓		✓	✓	✓	✓		✓
Branch Co.	✓		✓	✓	✓	✓		✓
Cadillac and Region	✓		✓			✓		✓
Canadian Lakes	✓		✓				✓	✓
Charlevoix	✓		✓	✓	✓	✓		✓
Detroit	✓		✓					
Fennville	✓		✓	✓				✓
Grand Rapids	✓	✓	✓	✓	✓		✓	✓
Hastings	✓		✓	✓				
Holt-Delhi	✓			✓				
Hudsonville	✓		✓	✓			✓	
Huron Co.	✓		✓	✓	✓	✓		✓
Kalamazoo	✓		✓					
Lathrup Village	✓		✓	✓	✓			
Mackinaw City	✓		✓	✓	✓	✓		✓
Manton	✓		✓	✓				✓
Muskegon	✓		✓	✓	✓		✓	✓
Muskegon Co.	✓		✓	✓	✓			
Muskegon Heights	✓		✓	✓				
Northville	✓		✓	✓				
Norton Shores	✓	✓	✓	✓				
Novi	✓		✓	✓				
Port Huron	✓		✓	✓				✓
Shelby Township	✓		✓	✓	✓	✓		
Scio Township	✓		✓	✓				
St. Joseph Co.	✓		✓	✓				✓
Troy	✓	✓	✓	✓	✓	✓		✓
Walker-Standale	✓		✓	✓				✓
Wixom	✓		✓	✓		✓		✓
Zeeland	✓		✓	✓				✓



Additional Project Insights

Following our extensive review of the issued Request for Proposals (RFP) and additional research, we have reached out to The Chesapeake Group, Inc. (TCG) and are pleased to submit their expertise as additional service in addition to the scope of service outlined in the RFP. We believe that the national trends outlined below, which TCG can help to provide specialized analysis and specific insight for the Village of Spring Lake for, are of great importance for your consideration for this, and other future plans.

Demographic changes impact all facets of life including what is purchased and where we want to live.

External market forces are factors including declining birth, fertility and marriage rates and changing desires of both younger and aging households which make up much of the market in the country at present and in the future. In many areas, there is a youth or brain drain to larger cities and other areas.

In the past two years, TCG has performed more than 15,000 household surveys in many areas of the country and at least 5,000 households in Michigan. Fifteen years ago, the primary factors driving where people were living or wanted to live were safety and schools. Today's primary factors are safety and walkability. Even as both millennials and baby-boomers age, this is not expected to change in the next ten to fifteen years. Increasing numbers desire to rent to keep options open, and residents move with greater frequency than any time in recent history.

There are evolutionary changes in commercial activity and related development.

There are fundamental changes to commercial activity and related development. Additional changes are underway impacting future retail goods, related services and professional services resulting in significant changes to development patterns. A number of those changes follow.

Made to order and fit - Clothing and many other commodities will be made to fit. The entities offering such exist at present require much less space than traditional operations as inventory needs are reduced.

Less space per operation - Less inventory as a result of enhanced inventory control and "made to fit or order" technology application will continue to result in decreased space needs for all operations.

Online growth - Purchasing online continues to grow at double-digit or exponential rates. Shifting of traditional box and mega stores to online operations only further this growth.

Retail in general - Retail is redefining itself. All aspects favor smaller operations more befitting traditional downtowns, neighborhoods, and mixed-use areas. Creating experiences and not shopping trips are growing phenomena.

Professional offices in traditional multi-tenant spaces - Less space per employee than in the past is the trend. Open spaces to foster comfort and collaboration is also diminishing space needs in buildings, increasing net space.



Home office activity - The home office is not yet the majority but is the most rapidly growing office "space" market. The market growth is a result of both a growing number of employees able to work from the home part or full-time and home-based business activity. The pattern erodes the need for traditional office space. It is favored by individuals in their 20s and 30s, large technology-driven entities as well as professional services. Telecommuting or directly operating businesses from home can serve regional, national, and global markets.

People no longer need to go shopping - Anyone can purchase virtually any product desired or required online. Successful commercial is about the experience of the trip. Nodes are increasingly a blend of differing activity with housing.

Changes in technology are evolving that will impact even the smallest operations - For the past six-plus years, manufacturing has been returning to the United States. The cost of labor has been and will continue to be minimized as a cost of production. New materials with 3D will result in production in small spaces that do not require anything other than electricity and can complement existing or create new viable commercial, residential and mixed clusters.

Town and civic centers are flourishing based on a "back to the future" type model - For about one generation, large and smaller neighborhood and community downtown's "lost their way." Downtowns originally were successful because they provided a range of services, were the place to go and mingle and meet people, were near people's homes before suburbanization and regional and other malls became the "place to go" offering similar merchandise to downtowns. All that is reversing as a result of many of the noted factors with neighborhoods, town centers, and downtowns in many locations again becoming or are becoming the place to seek an "experience" not just a duplicative shopping trip.



Scope of Services and Schedule

We have reviewed the issued Request for Proposals (RFP) and can confirm that we are able to and excited to kick this project off in June 2019 and stay in place through the completion of the Downtown Design Manual. The scope of services outlined below is our proposed chronology to ensure successful project completion. This scope can be further refined and customized based upon the Village's desires.

Project Kick-off and Outcome Expectations

The project kick off will be an introductory meeting with the members of the steering committee to establish project goals, objectives and define focus areas of the Village. If a formal steering committee hasn't been defined, we would discuss the composition of that group and discuss who may be the best fit. We will also review community engagement and which groups would be critical in providing input to developing a comprehensive plan. The exact boundaries of the study area would also be defined at this time.

Data needs will also be established and determine what existing information is available from the Village or other regulating agencies which deal with the Village of Spring Lake.

Economic and demographic data would be collected to further provide an understanding of business growth trends and population growth. Photographic reconnaissance of existing conditions and base data would be included in this phase.

DELIVERABLES:

- Meeting minutes
- Definition of the steering committee
- Defined community participation groups
- Collection of available data

Site Analysis and Community Trends

The collected data would be analyzed, and we will generate output in the form of a site and traffic circulation analysis, architectural review and a summary report that will provide the stake holders with a State of the Village assessment. This back ground data will provide a direction for establishing design principles and specific focus areas to be documented.

DELIVERABLES:

- Demographic and economic trends analysis
- Site analysis and traffic circulation plan
- Architectural analysis documentation
- Future development opportunity areas
- Meeting with the steering committee to share findings

Community Engagement and Needs Assessment

Upon collecting and organizing the data, this portion of the work plan will develop the proposed techniques for obtaining community input. We envision these to be a combination of interviews, public forums and survey information (Survey Monkey). This will help in assessing community needs and establish future direction that spans several categories.

DELIVERABLES:

- Stakeholder and community leader interviews
- Public forums
- Online survey
- Compilation of the input sessions and survey results

Output of Community Sessions and Draft Report

Through the collection of the data and public input, the design team will now establish priorities and design direction for the various categories out lined in the previous steps. The design manual will be written in sections for each category which has been analyzed. These will include, but not be limited to architectural design, streetscape standards, dimensional standards for all forms of transportation, landscaping and an economic profile for establishing future retail and housing. This draft report will be presented to the steering committee, The DDA, planning commission and the Village Board for their input.

DELIVERABLES:

- Draft report of the Village Downtown Design Manual
- Review comments from the various stakeholder groups
- Incorporate any suggested revisions to the draft report

Finalization, Adoption and Publication

Upon completion of the final report, it will be shared with the necessary boards for final review and adoption.

Additional Recommended Services

The Chesapeake Group is able to provide the services below, if the Village of Spring Lake is interested in having any of the following three tasks completed as a part of the Downtown Design Manual. These can be completed all together, or individually, based on the Village of Spring Lake's Downtown Development Authority's interest.

Task 1 – Market Analysis

Analysis Of Property Trends and Patterns

Residential and non-residential property trends and patterns for each subarea as well at the Town as a whole will be analyzed using online sites as well as assessment or other offices that track sales, rental rates, and other factors. Per square foot information is expected to be extracted or developed for the whole and subareas.

Demand Forecasting

TCG would define opportunities and activity through an examination of demand for goods and services. This would focus on commercial goods and related services, select entertainment activity, other service activity associated with traditional office space, advanced tech-driven activity locating in traditional office space and housing. (The survey of residents is vital to defining opportunities.)

The forecasting of demand would include that which follows.

- Definition of real markets, not those artificially contrived, associated with retail, service, residential, office and other activity for the whole and wherever possible subareas based on actual data developed through surveys
- Definition of the commercial components of demand, such as visitors, surrounding area residents, nearby residents, and others
- Definition of market(s) or market area(s) population, households, household spending, shopping, and commercial utilization patterns, based on actual data developed through surveys
- Definition of the current and future customer base and commercial utilization patterns developed through surveys

- Definition of the current or potential components of demand penetration levels developed through surveys
- Definition of competitive advantages and disadvantages concerning each economic function
- Demand forecasts for retail and retail-related services, by major retail category and sub-category (over 50 types of operations), and capturable space activity for the whole and wherever possible subareas
- Forecasts of multi-user office space demand activity for the whole and wherever possible subareas
- Forecasts of multi-user industrial, light manufacturing, tech-driven manufacturing activity space demand for the whole and wherever possible subareas
- Entertainment spending estimates and supportable activity or gaps that exist in the market that could be served
- Definition of specific niches, clusters, critical mass, etc. and absorption that would be marketable for opportunities for the whole and wherever possible subareas
- Estimates of leakage for retail goods and related services, professional services, employment related to current residents, and future housing
- Estimated future housing demand by market clusters including price points, size, and types of units, owner/ renter composition, age characteristics for households, and household income levels
- Estimates of supportable space (or units for housing) and absorption for the total and component parts

DELIVERABLES:

- Identification of opportunities that enhance penetration into market segments
- Identification of opportunities that reverse leakages of various activity
- Specific niches and clusters that will create new market opportunities
- General and site-specific opportunities and clusters

Task 2 – Economic Impact

TCG will analyze the economic impact of the preferred scenario. The measured impacts will include the following:

DELIVERABLES:

- Property tax and school tax (if applicable)
- Income tax generation
- Major local and state tax revenues
- Employment generation
- Retail sales gains
- Direct and indirect impact on the local and larger area economic based on a multiplier effect

Task 3 – Conceptual Marketing Plan

TCG will develop a strategic implementation-oriented marketing program. The strategic implementation program will be both realistic/pragmatic and creative based on available or reasonably anticipated human and fiscal resources. Included would be that which follows.

DELIVERABLES:

- Methods for motivating property owners
- Fostering entrepreneurship
- Concepts for branding
- Developer or tenant recruitment process



Howard Kohn

President & Chief Executive Officer, The Chesapeake Group, Inc.

tcgroup@rcn.com
410.265.1784

Howard is an experienced rural, small community, suburban, and urban economic planning consultant. An economist and market analyst as well, his work frequently entails defining opportunities, market positioning, and economic impacts relating to public and private activity and developments. He will be the primary analyst for TCG for this effort.

Howard pioneered the renowned commercial revitalization efforts in Baltimore, beginning his career as the initiator, economic analyst, and project planner for those efforts. He later established Baltimore County's revitalization program. During his public-sector career, he prepared major components of four comprehensive city and county-wide plans, defined development opportunities for heavy and light-rail transit stations, defined the successful approach aimed at attracting tourists to the Inner Harbor in Baltimore, and planned and implemented more than 23 neighborhood revitalization programs.

With over 35 years of experience, Howard has directed projects throughout many parts of the United States. His analyses create economic and revenue producing benefits. His comprehensive, community, downtown and other revitalization projects have been prepared for a broad range of suburban and urban settings - from locales with populations less than one-thousand to areas within major cities. Howard's plans are successful because of his knowledge of technologic change impacting all facets of our lives and reflect his awareness of what attracts people to specific areas for business, shopping, housing, or recreational activities.

Howard has lectured on market assessments and economic development at colleges and universities in the Washington-Baltimore region. He is or was a consultant to the Main Street Program of the National Trust, Ford Foundation, Enterprise Foundation, C. Stewart Mott Foundation, the Paul C. Johnson Foundation, and others.

Howard has led the Chesapeake Group in providing consulting services on many similar projects to this, including:

Muskegon County - Planning, Developer Recruitment and Other Technical Assistance

City of Cadillac - Market-Driven Downtown & Economic Development Strategy

Brownstown Township - Downtown Market Analysis & Strategy

Grand Blanc Township - Tech Village Market Assessment

City of Charlevoix - Market Analysis & Site-Specific Recommendations

Delhi Charter Township - Development Site Analysis

City of Troy - Big Beaver Corridor

Mackinaw City - Marketing Plan

Education

Bachelors of Science, Economics, University of Maryland

Master of Science, Economics, University of Maryland

Ph.D. in Economics, University of Maryland

Master of Science, Urban and Regional Planning, George Washington University

Awards

American Planning Association

Council for Economic Development

National Science Foundation

Small Business Administration

Various State Chapters of the American Planning Association

Professional Activities

Keynote Speaker at the Maryland Building Industry Association Annual Meeting in 2015

Former President and Treasurer of the Maryland Downtown Development Association

Former member of EPA's Brownfields Task Force

Former Co-Chair of the Neighborhood Economic Revitalization Committee of the Washington-based National Center for Urban Ethnic Affairs

Former Board Member of the Neighborhood Design Center

Former Business Advisory Committee Member of the Center for Suburban & Regional Studies at Towson University

Member of the National Trust for Historic Preservation and the American Planning Association



JUNE 26, 2019
PROPOSAL + TERMS OF AGREEMENT

Spring Lake Village
Community Branding Project

Spring Lake Preliminary Event Center Market Assessment

Synopsis Conclusions

The following is a preliminary synopsis of market opportunities for an events center in the Village of Spring Lake. The summary and related analysis are prepared by The Chesapeake Group, Incorporated (TCG) under contract to Progressive AE. TCG is a premier economic analysis and development firm in the United States, having prepared more than 1,200 analyses and strategies since its inception. TCG has established a national reputation with all forms of commercial, entertainment, residential, technology-driven, and institutional development in established and emerging communities. TCG has analyzed opportunities in many jurisdictions for events centers, cultural arts facilities, and multi-purpose facilities in the Midwest and East Coast areas of the country. The conclusions represent TCG's opinion based on the developed data.

While the detailing of use and revenue are being developed, an event venue in Spring Lake can establish a viable market position for events and potentially additional activity and related uses. Furthermore, the indirect benefits to Spring Lake from the facility would exceed any direct revenues and benefits. The indirect benefits include the potential to expand entrepreneurship, bring people to Spring Lake and its core that currently do not come, expand retail sales in the area through increased patronage, create a new vibrant four-seasons focal point, and enhance local tax revenues from increased property values and other sources.

It is clear that an event venue in Spring Lake can establish a viable market position.

The programming would likely facilitate its use during the week and on weekends, with evening activity being dominant through a combination of an appropriate range of sized spaces. Four season programming of activity and planned events, as well as private sector use are essential.

Synopsis of Preliminary Data

To identify opportunities, TCG obtained information and developed databases for the following.

- ✓ An inventory of event facilities within a multi-county and community area near and around Spring Lake. The inventory included scale, amenities, design, and price issues.
- ✓ An inventory and use of "farmers' markets" in west Michigan focused on those that have indoor and outdoor components and facilities used for activity other than the market.
- ✓ A survey of residents of the Village, residents of communities around the Village, and others that have an interest in the Village's future.

Highlights from the data follow.

1. There are 150 venues in Ottawa, Muskegon, Kent, and Allegan Counties that market themselves for events. Of these venues, 23 percent are restaurants or food service establishments that offer only internal catering or limited food choices. Another 31 percent are associated with sports, recreation, or outdoor venues. An additional 14 percent are rooms and venues associated with hotel operations. In total, 86 percent of all venues are themed facilities or have limited catering opportunities, as found in Table 1.

*Table 1 - Venues Promoted for "Events" in Ottawa, Muskegon, Kent, and Allegan Counties**

Venue	Number	Percent
Restaurant/Food Establishment	35	23%
Hotels	21	14%
Religious Institutions	5	3%
Sports, Rec., Outdoors	46	31%
Museum	11	7%
Theaters	5	3%
Youth Play	6	4%
Subtotal	129	86%
Others	21	14%
Total	150	100%

*Developed by The Chesapeake Group, Inc., 2019.

2. As identified in Table 1, there are 21 "Other" venues that cannot be characterized as restaurants, hotels, religious institutions, outdoor facilities, museums, etc. or have themed facilities or limited catering potential. Of these classified as "Others," about one-half are located in Ottawa County, with many in Holland or Grand Rapids.

*Table 2- Location of "Other" Venues**

County	Percent
Ottawa	52%
Muskegon	14%
Kent	29%
Allegan	5%
Total	100%

*Developed by The Chesapeake Group, Inc., 2019.

Of the "Others":

- A. Twenty-nine percent are facilities that are historical in character.
 - B. A limited number have a capacity for less than 130 guests with one having a capacity for 50 or less.
 - C. An additional 24 percent have a capacity of 200 to 250 guests.
 - D. Others are limited to internal catering only.
 - E. Two have a capacity of 80 to 150 guests.
3. Many Spring Lake households have had responsibility for "events" in the past few years. Many of the events were held at venues outside of Spring Lake. Over the past few years, the sample alone indicates that more at least 138 events held nearby but not in Spring Lake for which Spring Lake households had advisory or fiscal responsibility.

Many respondents having previous responsibility for events identified whether the availability, range, or quality of event venues in Spring Lake impacted the decision to hold the events elsewhere. Roughly four in ten identified the quality and availability of Spring Lake venues did affect the decision to go elsewhere. An additional 11 percent were uncertain.

*Table 3 - Availability or Quality of Venues in Spring Lake Factors on Holding Events Elsewhere**

Availability/Quality Factors	Percent
Yes	40%
Maybe	11%
No	49%
total	100%

*Developed by The Chesapeake Group, Inc., 2019.

- Residents also identified events for which they will have responsibility for which they will have planning or financial responsibility in the next three years. The types of events are defined in Table 4 and include family or organizational functions, graduation and other parties, fundraisers, and others.

*Table 4 - Events in Which Spring lake Area residents Will Have Responsibility in the Next Three Years**

Future Event	Number	Percent
Art Show/Reception	1	0.3%
Beer Tents	1	0.3%
Birthday Parties	2	0.6%
Catered Weddings	32	8.9%
Family or School Reunions	44	12.3%
Fundraising	57	15.9%
Graduation Parties	63	17.6%
Other Family or Organ. Functions/ Celebrations	69	19.3%
Receptions	36	10.1%
Regular Family or Organization Meetings	52	14.5%
Rehearsal Dinners	1	0.3%
Subtotal	358	100.0%

*Developed by The Chesapeake Group, Inc., 2019.

- Furthermore and in general, residents find the quality of indoor spaces for a range of meetings, events, culture, and arts in Spring Lake to generally be characterized as being "Poor" or "Fair."

Quality of Space in Spring Lake According to Residents	Poor	Fair	Good	Very Good	Excellent
Indoor Spaces for Special Events	30%	35%	25%	6%	5%
Indoor Spaces for Meetings	20%	40%	28%	8%	4%
Indoor Spaces for Cultural Arts	26%	40%	28%	4%	2%
Indoor Spaces for Youth Education/Training & Arts/Crafts	24%	41%	28%	5%	2%

*Developed by The Chesapeake Group, Inc., 2019.

Synopsis of Conclusions

To reiterate, the conclusions are that an event venue in Spring Lake can establish a viable market position. Further detailing of the findings will be provided in the future. The ambiance and setting associated with the potential new structure, design, and site creates a competitive position. Furthermore, the event facility can be differentiated and unique from other venues through a combination of the range of catering option availability, multi-level space design and sizes, inclusion of a non-performance "working" cultural, arts, and training component, and linkages to the growing market for fresh foods, prepared health foods, and wellness. The potential exists to be a focal point seven days of the week for the broader community and related activity.

**FIRST AMENDMENT TO
REAL ESTATE EXCHANGE AGREEMENT**

THIS FIRST AMENDMENT (the “**Amendment**”) is made and entered into as of this 14th day of October, 2019, by and among:

VILLAGE OF SPRING LAKE, a Michigan municipal corporation, with an address of 102 West Savidge Street, Spring Lake, Michigan, 49456 (“**Village**”);

AND

SAVIDGE TWO, LLC, a Michigan limited liability company, with a registered address of 570 Seminole Road, Suite 200, Norton Shores, Michigan 49444 (“**Savidge Two**”),

with reference to the following recitals.

Recitals

A. Village and Savidge Two are parties to a certain Real Estate Exchange Agreement, dated August 19, 2019 (the “**Agreement**”), for the exchange of certain real properties, as described in the Agreement.

B. The parties recently learned that the legal description for Property A, described on Exhibit A to the Agreement, must be corrected to reflect an exception.

C. The parties wish to extend the closing date by which the transaction contemplated by the Agreement must be completed.

D. Village and Savidge Two now desire to amend the Purchase Agreement as necessary to accommodate these contingencies in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The legal description for Property A, described on Exhibit A to the Agreement, is hereby restated in its entirety as follows, with the amended portion of the description underlined for reference purposes:

Property A

Land Situated in the State of Michigan, County of Ottawa, Village of Spring Lake, more specifically described as:

That part of Lots 11 and 12, Block 13, Bryant’s Addition, Section 15, Town 08 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Block 13, then along the North line of Block 13, South 89 degrees 48 minutes 00 seconds West 64.93 feet to the POINT OF

BEGINNING of this description, said point being on the Northerly extension of the West line of an existing brick building commonly known as 102 W. Savidge Street; then along the West line of said existing brick building and the extension thereof, South 00 degrees 04 minutes 00 seconds West 98.92 feet; then South 89 degrees 37 minutes 06 seconds West 0.31 feet, said point being 66 feet West of the East line of Block 13; then North 00 degrees 22 minutes 06 seconds West 98.92 feet to the North line of Block 13, said point being 66 feet West of the Northeast corner of Block 13; then North 89 degrees 48 minutes 00 seconds East 1.07 feet to the point of beginning.

ALSO: The East 30.00 feet of the West 52.00 feet of the North 102.00 feet of Lot 6, Block 13, Bryant's Addition to the Village of Spring Lake, Spring Lake Township, Ottawa County, according to the recorded plat thereof.

ALSO: The East 14.00 feet of the North 102.00 feet of Lot 6, Block 13, of Bryant's Addition to the Village of Spring Lake. EXCEPT FOR That part of Lot 6, Block 13, Bryant's Addition to the Village of Spring Lake, Ottawa County, Michigan, described as beginning at the Northwest corner of Lot 6, thence North 89 degrees 39 minutes 53 seconds (89° 39' 53") West, 0.30 feet, along the North line of Lot 6, thence South 00 degrees 57 minutes 25 seconds (00° 57' 25") West, 75.00 feet, thence South 89 degrees 39 minutes 53 seconds (89° 39' 53") East, 1.05 feet, to the East line of Lot 6, thence North 00 degrees 22 minutes 35 seconds (00° 22' 35") East, 75.00 feet to the point of beginning.

Address: W. Savidge St., Spring Lake, 49456

Parcel ID No.: a portion of 70-03-15-382-008, the entirety of 70-03-15-382-028, and a portion of 70-03-15-382-024

2. Closing. The closing shall be held on a date and at a time mutually agreed upon by Village and Savidge Two, but in no event shall Closing occur later than December 31, 2019.

3. Miscellaneous. The Agreement is hereby amended by this Amendment, and the remainder of the Agreement is ratified and affirmed in all respects. To the extent that the terms of this Amendment conflict with terms of the Agreement, the terms of this Amendment shall control. Capitalized terms used herein shall have the same meaning as defined in the Agreement unless otherwise specified. This Amendment shall be governed by and interpreted and accordance with the laws of the State of Michigan, exclusive of conflict of laws principles. This Amendment may be executed in counterparts or via facsimile or other electronic reproduction, each of which shall be deemed an original but together shall constitute one and the same instrument.

[Signature page to follow.]

WHEREOF, the parties to this Amendment have executed this Amendment as of the date first set forth above.

SAVIDGE TWO, LLC

By: Kimberly Van Kampen
Its: Manager

THE VILLAGE OF SPRING LAKE

By: Mark Powers
Its: President

Action	Responsibility	Timing
Update design standards and requirements contained within Village Design Manual and codify in the Village Zoning Ordinance.	Village Council, Planning Commission	Year 1
With the help of the Michigan Economic Development Corporation, market and advertise redevelopment sites to potential developers.	Village Manager, DDA, MEDC	Year 1
Update commercial and residential zoning districts to implement future land use categories and recommendations.	Village Manager, Planning Commission	Year 1
Update review procedures to ensure effectiveness, efficiency, and transparency.	Planning Commission, Village Council	Year 1
Allocate more resources to village-owned recreational assets and identify and support private property improvements to enhance connections to those assets (sidewalks, bike racks, wayfinding, etc.)	Village Council, Planning Commission, DPW, Parks Board	Year 1
Update parking ordinance to create parking maximums, shared parking agreements, and credits for on-street parking availability	Planning Commission, Village Council	Year 2-3
Evaluate housing options in the Village and consider increasing residential density in certain districts.	Planning Commission, Village Council	Year 2-3
Develop sidewalk construction plan to complete missing connections throughout the Village, particularly areas that connect residential with commercial	Village Manager, DPW	Year 2-3
Complete Streets: Improve crossings along with signalized intersections for key intersections along Savidge St.	Village Manager, DPW, MDOT	Year 4-5
Coordinate access management techniques along Savidge Street: consolidate driveways, move away from intersections, utilize secondary streets	Village Manager, Planning Commission, MDOT	Year 4-5
include review of the watershed management plan, a tree canopy study and/or a natural features inventory.	Planning Commission, Village Council, Engineer	Year 4-5
Review Short Term Rental Ordinances and update as necessary.	Planning Commission, Village Council	Year 4-5
Review and update PUD requirements that reflect long term sustainability goals.	Planning Commission, Village Council	Year 4-5



MEMORANDUM

To: Village Council

From: Jennifer Howland, Village Planner

Date: October 9, 2019

Subject: Master Plan Implementation Schedule

The Planning Commission recommended approval of an updated Master Plan Implementation Schedule at their meeting on September 24, 2019. The Village is pursuing the Redevelopment Ready Communities (RRC) certification, and one of the items that MEDC (Michigan Economic Development Corporation) looks for is a schedule that includes Year 1, Year 2-3 and Year 4-5 tasks.

The Planning Commission reviewed the goals and objectives contained in the Master Plan with Village staff and selected a variety of tasks that could be worked on over the next few years. Key stakeholders were identified, and an estimated timeframe was assigned to each task. This schedule is meant as a guide to help the Village implement the Master Plan, and it is to be used as a living document that can be revisited on a regular basis.

Attached is the proposed implementation schedule for your review. The first three items are present in the existing schedule; the remaining 7 items are new.

Cc: Christine Burns, Village Manager



Scholten Fant
Attorneys

Over 50 Years of Service

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September 24, 2019

Via Email

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

Re: Mass Gathering Ordinance

Dear Ms. Burns:

Enclosed you will find a revised Mass Gathering Ordinance which we have prepared pursuant to our recent communication. We are also enclosing a redline version. As we discussed, we would recommend retaining the term "permit" rather than replacing it with the term "license." We would deem license to cover more of an ongoing activity rather than a single event.

In addition, based on our discussions we did not create an exemption for funeral homes as we did not see that a mass gathering within the Village would involve a funeral home at this time.

We would ask that you review the language in 257-6 to make sure that the language appropriately addresses the manner in which the Village would like to be compensated for the costs associated with a mass gathering.

You will also find enclosed a Notice of Public Hearing which was requested.

Should you have any questions once you have had an opportunity to review the documents, please do not hesitate to advise.

As always, your anticipated attention is appreciated.

Very truly yours,

SCHOLTEN FANT

Robert E. Sullivan

RES/kat
Enclosures

ORDINANCE NO. _____

VILLAGE OF SPRING LAKE MASS GATHERING ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES ADOPTED BY THE VILLAGE OF SPRING LAKE, OTTAWA COUNTY, STATE OF MICHIGAN, BY ADOPTING CHAPTER 257 OF THE CODE OF ORDINANCES TO PROVIDE A PERMITTING PROCEDURE FOR MASS GATHERINGS TO ENSURE THE PUBLIC HEALTH, SAFETY AND WELFARE BY PROPER PLANNING FOR AND USE OF VILLAGE SERVICES AND PERSONNEL, AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 257. The Code of Ordinances adopted by the Village of Spring Lake, Ottawa County, State of Michigan, is hereby amended by the adoption of Chapter 257 which shall state in its entirety as follows:

**ARTICLE 1
GENERAL PROVISIONS**

§ 257-1. Definitions.

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

PERMITTEE – Any person to whom a permit is issued pursuant to this chapter.

MASS GATHERING – An organized event of one hundred (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, or an event held by a church of a recognized denomination and held on church owned property, or an event sponsored by the Village.

PERSON – Any natural person, partnership, corporation, limited liability company, association, organization, or other legal entity.

SPONSOR – Any person who organizes, promotes, conducts or causes to be organized, promoted or conducted a mass gathering.

EVENT COORDINATOR – The Village Manager or a designee

SKETCH PLAN – A composite drawing on a Village map that identifies the specific location of each required amenity and layout of the specific site which includes all requirements of an application.

VILLAGE – The Village of Spring Lake.

ARTICLE II PERMIT

§ 257-2. Necessity of Permit

A person shall not sponsor, maintain, conduct, or promote a mass gathering in the Village without first obtaining a Permit from the Village for such mass gathering. In addition, a person shall not sponsor, maintain, conduct, or promote 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 on the application and being included on the approved permit for the mass gathering

§ 257-3. Application for Permit

No less than sixty (60) days before a proposed mass gathering, except as provided for in Section 257-10, the sponsor(s) of the mass gathering shall submit in writing an application for a mass gathering permit 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 and Permittee at a required Application Review meeting to be held no less than thirty (30) days before the proposed mass gathering. Applications submitted less than sixty (60) days before the proposed mass gathering, except as provided for in Section 257-10, risk not being approved.

The application shall contain at least the following:

- A. The name(s), address(es) and telephone number(s) of the proposed mass gathering sponsor(s).
- B. The date(s) and hours of the proposed mass gathering.
- C. A description of the kind, character and type of mass gathering proposed.

- D. 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.
- E. An estimate of the maximum number of people expected to attend the proposed mass gathering.
- F. A written statement, including drawings and diagrams where applicable, that indicates how the sponsor(s) plans to provide for the following to the best of their ability – there will be a required meeting with the Village Manager, officers and officials where these drawings and diagrams will be discussed and confirmed at the Application Review meeting:
 - 1. Police and fire protection if applicable
 - 2. Medical facilities and services, including emergency vehicles and equipment
 - 3. Food and water supply facilities
 - 4. Health and sanitation facilities
 - 5. Vehicle access and parking facilities for event workers, vendors and attendees
 - 6. Pedestrian access to facilities to, from and within the site of the mass gathering
 - 7. Traffic (vehicle and pedestrian) Control Plan
 - 8. Cleanup and waste disposal
 - 9. Noise control
 - 10. Insurance and bonding arrangements
- G. 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.

§ 257-4. Application Fees

Each application for a mass gathering permit shall be accompanied by a non-refundable fee as well as a refundable security deposit fee. These amounts shall be established by

the Village Council pursuant to the Schedule of Fees Resolution, which may be amended from time to time.

§ 257-5. Action on Application

After receiving an application for a mass gathering permit and the appropriate fees, the Village Manager or their designee, 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, the sponsor's plans to provide adequate food and water facilities, bathroom facilities, disposal of solid waste and garbage, vehicle parking, as well as access and pedestrian routes to and within the site.

§ 257-6. Requirement for Applicant's Reimbursement to the Village

A. 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 to deposit the estimated cost to the Village. Said sums will be held in escrow pending conclusion of the event. 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 date(s).

B. Payment 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. Once the cost has been determined, the applicant shall be responsible for depositing the sum with the Village. The funds shall be held in escrow by the Village pending conclusion of the vent. Once all actual costs have been determined, the escrowed funds will be used to pay the obligation. The applicant shall be required to immediately pay any fees not covered by those funds held in escrow. Any balance in the escrowed funds, over the actual costs, shall be returned to the applicant. The amount charged to the applicant shall be based on all costs associated to the specific employee including but not to, regular or overtime pay, fringe benefit reimbursement and insurances.

C. Payment requirement for Village Equipment, Supplies, or Services

The applicant shall be required to compensate the Village for equipment, vehicles, or supplies and services such as refuse disposal 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. Once all actual costs have been determined, the escrowed funds will be used to pay the obligation. The applicant shall be required to immediately pay any fees not covered by those funds held in escrow. Any balance in the escrowed funds, over the actual costs, shall be returned to the applicant.

D. Payment to the Village

All payments required by this Chapter, shall be paid in full not more than 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 denial of future applications.

§ 257-7. Minimum Requirements

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

- A. *Certificate of Insurance* – No permits will be issued without a current Insurance Certificate, that names the Village as a co-insured party, turned into the Village no less than three (3) days prior to the event.
- B. *Liquor License* – should any alcoholic beverage be served, the Permittee is responsible for obtaining a liquor license. A copy of the license must be provided to the Village no less than three (3) days prior to the event.
- C. *Security Personnel* – The Permittee 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 preservation of order and protection of property in and around the site of the assembly. No permit shall be issued unless the County Sheriff is reasonably satisfied that such necessary and sufficient security personnel will be provided by the Permittee for the duration of the assembly.
- D. *Water Supply* – The Permittee shall provide sufficient potable water for drinking and cooking, washing and other water-using facilities for peak demand conditions.
- E. *Restroom Facilities* – The Permittee 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 a 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.

- F. ***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 Permittee must make such food services available on the premises as will adequately feed the attendees.
- G. ***Medical Facilities*** – If the assembly is not readily and quickly accessible to adequate existing medical facilities, the Permittee shall be required to provide such facilities, including cooling tents or facilities on the premises of the assembly.
- H. ***Liquid Waste Disposal*** – The Permittee 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 permitted 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 Permittee shall provide the Village Clerk and County Public Health Department with a true copy of an executed agreement with the permitted 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.
- I. ***Solid Waste Disposal*** – The Permittee 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 permit, the Permittee shall provide the Village Clerk and County Public Health Department with a true copy of an executed agreement with a permitted refuse collector for the proper, effective, and frequent removal of solid waste from the premises to prevent a nuisance or threat to public health.

- J. ***Access and Traffic Control*** – The Permittee 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 issuance of a permit, the County Road Commission and County Sheriff must approve the Permittee’s plan for access and traffic control.
- K. ***Parking*** – The Permittee shall provide a parking area sufficient to accommodate all motor vehicles, with at least one automobile space for every four attendees.
- L. ***Camping and Trader Parking*** – A Permittee 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.
- M. ***Lighting*** – The Permittee shall provide lighting of all occupied areas sufficient to ensure safety and comfort of all attendees. The Permittee’s lighting plan shall be approved by the Village.
- N. ***Insurance*** – Before the issuance of a permit the Permittee shall obtain public liability insurance and property damage insurance with limits recommended by the Village’s insurance carrier at the time the event is to occur, from a company or companies authorized to do business in the State of Michigan, which insurance shall insure liability for death or injury to a 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 Permit. 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.
- O. ***Bonding*** – Before the issuance of a permit, the Permittee 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 Permittee’s faithful compliance with all of the terms and provisions of the permit and agreeing to indemnify the Village, its agents, officer and employee against any and all loss, connected with the

assembly or the Village's (or its agent's) provision of services for the same. The Permittee shall indemnify the owners of property adjoining the assembly site for any costs attributable to cleanup and/or removing debris, trash, or other waste resultant from the assembly.

- P. *Fire Protection* – The Permittee 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.
- Q. *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.
- R. *Fencing* – If alcohol is being served as part of the permitted activity, the Permittee shall erect a barrier 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. Fencing shall be erected to control the area so as not to permit persons to carry their alcoholic beverages outside the approved area for consumption.
- S. *Miscellaneous* – Prior to issuance of a permit, the Village may impose any other condition(s) reasonably calculated to protect the health, safety, welfare and property of attendees or of citizens of the Village.

§ 257-8. Village Manager or Event Coordinator Approval

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

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

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 permit may also be denied if (1) the applicant fails to comply with any or all requirements of this chapter, or with any or all conditions imposed by the permit, or with any other applicable provisions of state or local law, or (2) the applicant knowingly made a false, misleading or fraudulent statement in the

application or in any supporting document. If the Village Manager denies a mass gathering permit, 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.

§ 257-9. Revocation

The Village Manager or their designee may revoke a permit whenever the Permittee, or its 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, statutes, or other laws incorporated herein by reference.

§ 257-10. Waiver

The Village President may waive the requirement in Section 257-3 that application for a permit be filed no less than sixty (60) days before the proposed mass gathering if circumstances make it impossible for the applicant to comply.

§ 257.11. Indemnification

Applicant agrees to indemnify and hold Village and its subsidiaries and affiliates and its or their shareholders, members, partners, directors, officers, employees, and agents harmless from and against any and all claims, causes of action, losses, damages, liabilities, costs, and expenses (including attorney fees and expenses) arising out of or related to the permitted activity.

**ARTICLE III
APPEALS PROCESS**

An aggrieved applicant may appeal any decision of the Village Manager or the Village President to the Village Council at a 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 chapter shall be considered for any event after the event's occurrence. The Village Council's decision shall be final.

**ARTICLE IV
OTHER ORGANIZED OUTDOOR EVENTS**

A person shall not sponsor, maintain, conduct, promote or permit an organized outdoor event on public property with an anticipated attendance of between 50 and 99 people in the Village without prior approval of the Village Manager and issuance of a permit pursuant to this chapter. The Village Manager shall issue a permit if the applicant complies with subsections (A)-(E) of Section 257-3, 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. Fees, if any, would be established by Council resolution.

ARTICLE V VIOLATIONS

§ 257-12. Municipal Civil Infractions

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

§ 257-13. Enforcement Officials

The enforcement officials are as set forth in chapter 25.

§ 257-14. Nuisance Per Se

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

§ 257.15. Civil Remedies

In addition to enforcing this chapter 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.

ARTICLE VI POST-MORTEM MEETING

Permittee 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 work. Failure of the Permittee to attend the meeting may jeopardize future events.

Section 2. Administrative Liability. No officer, agent, or employee of the Village shall be personally liable for any damages the Village may accrue to any person as a result of any act required or permitted in the discharge of duties under and in the enforcement of this Ordinance.

Section 3. Severability and Captions. This Ordinance and its various sections, subsections, sentences, phrases, and clauses are declared to be severable. If any section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected. Pronouns shall be read as masculine, feminine, or neuter as may be appropriate. Captions appearing at the

beginning of any section shall not be deemed as part of this Ordinance and shall have no independent significance.

Section 4. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances which are in conflict in whole or in part with any of the provisions of this Ordinance as of its effective date are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall take effect upon publication.

VILLAGE OF SPRING LAKE

Dated: _____, 2018

By: _____
Mark Powers
Its: President

By: _____
Marvin Hinga
Its: Clerk

CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, certify that the foregoing Spring Lake Village Mass Gathering Ordinance was adopted at a regular meeting of the Village Council held on _____, 2019. The following members of the Village Council were present

at that meeting: _____

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

_____. The Ordinance was adopted by the Village

Council with members of the Council _____

_____ voting in favor, and members of the Council

_____ voting in opposition. Notice of Adoption of

the Ordinance was published in *The Grand Haven Tribune* on _____, 2019.

Marvin Hinga, Clerk/Treasurer
Village of Spring Lake

ORDINANCE NO. _____

VILLAGE OF SPRING LAKE MASS GATHERING ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES ADOPTED BY THE VILLAGE OF SPRING LAKE, OTTAWA COUNTY, STATE OF MICHIGAN, BY ADOPTING CHAPTER 257 OF THE CODE OF ORDINANCES TO PROVIDE A PERMITTING PROCEDURE FOR MASS GATHERINGS TO ENSURE THE PUBLIC HEALTH, SAFETY AND WELFARE BY PROPER PLANNING FOR AND USE OF VILLAGE SERVICES AND PERSONNEL, AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 257. The Code of Ordinances adopted by the Village of Spring Lake, Ottawa County, State of Michigan, is hereby amended by the adoption of Chapter 257 which shall state in its entirety as follows:

**ARTICLE 1
GENERAL PROVISIONS**

§ 257-1. Definitions.

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

PERMITTEE – Any person to whom a permit is issued pursuant to this chapter.

MASS GATHERING – An organized event of one hundred (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, or an event held by a church of a recognized denomination and held on church owned property, or an event sponsored by the Village.

PERSON – Any natural person, partnership, corporation, limited liability company, association, organization, or other legal entity.

SPONSOR – Any person who organizes, promotes, conducts or causes to be organized, promoted or conducted a mass gathering.

EVENT COORDINATOR – The Village Manager or a designee

SKETCH PLAN – A composite drawing on a Village map that identifies the specific location of each required amenity and layout of the specific site which includes all requirements of an application.

VILLAGE – The Village of Spring Lake.

ARTICLE II PERMIT

§ 257-2. Necessity of Permit

A person shall not sponsor, maintain, conduct, or promote a mass gathering in the Village without first obtaining a Permit from the Village for such mass gathering. In addition, a person shall not sponsor, maintain, conduct, or promote 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 on the application and being included on the approved permit for the mass gathering

§ 257-3. Application for Permit

No less than sixty (60) days before a proposed mass gathering, except as provided for in Section 257-10, the sponsor(s) of the mass gathering shall submit in writing an application for a mass gathering permit 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 and Permittee at a required Application Review meeting to be held no less than thirty (~~30~~) days before the proposed mass gathering. Applications submitted less than sixty (60) days before the proposed mass gathering, except as provided for in Section 257-10, risk not being approved.

The application shall contain at least the following:

- A. The name(s), address(es) and telephone number(s) of the proposed mass gathering sponsor(s).
- B. The date(s) and hours of the proposed mass gathering.
- C. A description of the kind, character and type of mass gathering proposed.

- D. 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.
- E. An estimate of the maximum number of people expected to attend the proposed mass gathering.
- F. A written statement, including drawings and diagrams where applicable, that indicates how the sponsor(s) plans to provide for the following to the best of their ability – there will be a required meeting with the Village Manager, officers and officials where these drawings and diagrams will be discussed and confirmed at the Application Review meeting:
1. Police and fire protection if applicable
 2. Medical facilities and services, including emergency vehicles and equipment
 3. Food and water supply facilities
 4. Health and sanitation facilities
 5. Vehicle access and parking facilities for event workers, vendors and attendees
 6. Pedestrian access to facilities to, from and within the site of the mass gathering
 7. Traffic (vehicle and pedestrian) Control Plan
 8. Cleanup and waste disposal
 9. Noise control
 10. Insurance and bonding arrangements
- G. 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.
- ~~H. 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.~~

§ 257-4. Application Fees

Each application for a mass gathering permit shall be accompanied by a non-refundable fee as well as a refundable security deposit fee. These amounts shall be established by the Village Council pursuant to the Schedule of Fees Resolution, which may be amended from time to time.

§ 257-5. Action on Application

After receiving an application for a mass gathering permit and the appropriate fees, the Village Manager or their designee, 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, the sponsor's plans to provide adequate food and water facilities, bathroom facilities, disposal of solid waste and garbage, vehicle parking, as well as access and pedestrian routes to and within the site.

§ 257-6. Requirement for Applicant's Reimbursement to the Village

A. 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 to deposit~~ the estimated cost. ~~to the Village. Said sums will be held in escrow pending conclusion of the event.~~ 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 date(s).

B. ReimbursementPayment 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. ReimbursementOnce the cost has been determined, the applicant shall be based on responsible for depositing the sum with the Village. The funds shall be held in escrow by the Village pending conclusion of the vent. Once all actual costs associated have been determined, the escrowed funds will be used to the specific task on duty during the event. Reimbursementpay the obligation. The applicant shall be required to immediately pay any fees not covered by those funds held in escrow. Any balance in the escrowed funds, over the actual costs, shall be returned to the applicant. The amount charged to the applicant shall be based on all costs

associated to the specific employee including but not ~~limited~~ to, regular or overtime pay, fringe benefit reimbursement and insurances.

C. ~~Reimbursement~~Payment requirement for Village Equipment, Supplies, or Services

~~Reimbursement to~~The applicant shall be required to compensate the Village for equipment, vehicles, or supplies and services such as refuse disposal 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. Once all actual costs have been determined, the escrowed funds will be used to pay the obligation. The applicant shall be required to immediately pay any fees not covered by those funds held in escrow. Any balance in the escrowed funds, over the actual costs, shall be returned to the applicant.

D. ~~Reimbursement~~Payment to the Village

All ~~reimbursement cost to the Village~~payments required by this Chapter, shall be paid in full ~~within~~ not more than 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 denial of future applications.

§ 257-7. Minimum Requirements

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

- A. *Certificate of Insurance* – No permits will be issued without a current Insurance Certificate, that names the Village as a co-insured party, turned into the Village no less than three (3) days prior to the event.
- B. *Liquor License* – should any alcoholic beverage be served, the Permittee is responsible for obtaining a liquor license. A copy of the license must be provided to the Village no less than three (3) days prior to the event.
- C. *Security Personnel* – The Permittee 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 preservation of order and protection of property in and around the site of the assembly. No permit shall be issued unless the County Sheriff is reasonably satisfied that such necessary and sufficient security personnel will be provided by the Permittee for the duration of the assembly.

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Facilities	Male	Female
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agreement with the permitted 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.

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

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 permit may also be denied if (1) the applicant fails to comply with any or all requirements of this chapter, or with any or all conditions imposed by the permit, or with any other applicable provisions of state or local law, or (2) the applicant knowingly made a false, misleading or fraudulent statement in the application or in any supporting document. If the Village Manager denies a mass gathering permit, 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.

§ 257-9. Revocation

The Village Manager or their designee may revoke a permit whenever the Permittee, or its 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, statutes, or other laws incorporated herein by reference.

§ 257-10. Waiver

The Village President may waive the requirement in Section 257-3 that application for a permit be filed no less than sixty (60) days before the proposed mass gathering if circumstances make it impossible for the applicant to comply.

§ 257.11. Indemnification

Applicant agrees to indemnify and hold Village and its subsidiaries and affiliates and its or their shareholders, members, partners, directors, officers, employees, and agents harmless from and against any and all claims, causes of action, losses, damages, liabilities, costs, and expenses (including attorney fees and expenses) arising out of or related to the permitted activity.

ARTICLE III APPEALS PROCESS

An aggrieved applicant may appeal any decision of the Village Manager or the Village President to the Village Council at a 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 chapter shall be considered for any event after the event's occurrence. The Village Council's decision shall be final.

ARTICLE IV OTHER ORGANIZED OUTDOOR EVENTS

A person shall not sponsor, maintain, conduct, promote or permit an organized outdoor event on public property with an anticipated attendance of between 50 and 99 people in the Village without prior approval of the Village Manager and issuance of a permit pursuant to this chapter. The Village Manager shall issue a permit if the applicant complies with subsections (A)-(E) of Section 257-3, 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. Fees, if any, would be established by Council resolution.

ARTICLE V VIOLATIONS

§ 257-~~411~~12. Municipal Civil Infractions

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

§ 257-~~421~~13. Enforcement Officials

The enforcement officials are as set forth in chapter 25.

§ 257-~~431~~14. Nuisance Per Se

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

§ 257-~~441~~15. Civil Remedies

In addition to enforcing this chapter 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.

ARTICLE VI POST-MORTEM MEETING

Permittee 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 work. Failure of the Permittee to attend the meeting may jeopardize future events.

Section 2. Administrative Liability. No officer, agent, or employee of the Village shall be personally liable for any damages the Village may accrue to any person as a result of any act required or permitted in the discharge of duties under and in the enforcement of this Ordinance.

Section 3. Severability and Captions. This Ordinance and its various sections, subsections, sentences, phrases, and clauses are declared to be severable. If any section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected. Pronouns shall be read as masculine, feminine, or neuter as may be appropriate. Captions appearing at the beginning of any section shall not be deemed as part of this Ordinance and shall have no independent significance.

Section 4. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances which are in conflict in whole or in part with any of the provisions of this Ordinance as of its effective date are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall take effect upon publication.

VILLAGE OF SPRING LAKE

Dated: _____, 2018

By: _____
Mark Powers
Its: President

By: _____
Marvin Hinga
Its: Clerk

CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, certify that the foregoing Spring Lake Village Mass Gathering Ordinance was adopted at a regular meeting of the Village Council held on _____, 2019. The following members of the Village Council were present at that meeting: _____

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

The Ordinance was adopted by the Village Council with members of the Council _____

_____ voting in favor, and members of the Council _____ voting in opposition. Notice of Adoption of the Ordinance was published in *The Grand Haven Tribune* on _____, 2019.

 Marvin Hinga, Clerk/Treasurer
 Village of Spring Lake

**NOTICE OF PUBLIC HEARING
ON ADOPTION OF PROPOSED
MASS GATHERING ORDINANCE FOR
VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MICHIGAN**

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

NOTICE IS HEREBY GIVEN:

1. The Village Council of the Village of Spring Lake, Ottawa County, Michigan, is considering a proposed Mass Gathering Ordinance.

2. The Ordinance proposes to adopt a new Chapter to the Village of Spring Lake Code of Ordinances, Chapter 257, to provide a permitting procedure for mass gatherings to ensure the public health, safety and welfare by proper planning for and use of Village services and personnel.

3. A copy of the Mass Gathering Ordinance referred to above, are on file at the Spring Lake Village Hall, the Village Manager's Office, 102 W. Savidge Street, Spring Lake, Michigan, and may be inspected at any time between the hours of 8:00 a.m. and 5:00 p.m., each weekday, except holidays, beginning _____, by any interested person.

4. The Village Council will hold a public hearing on October 21, 2019 at the Barber School, 102 W. Exchange Street, Spring Lake, Michigan at 7:30 p.m., local time, to consider the approval, rejection, or approval with modifications of the proposed Mass Gathering Ordinance.

5. At that hearing, an opportunity will be provided for all interested persons to be heard concerning the proposed Mass Gathering Ordinance. In addition, the Village Council shall receive and consider communications in writing with reference to the proposed Mass Gathering Ordinance. All aspects of the Mass Gathering Ordinance will be open for discussion. The hearing will provide the fullest opportunity for expression of opinion, for argument on the merits,

and introduction of documentary evidence pertinent to the proposed Mass Gathering Ordinance.

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

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

Dated: _____

Clerk/Treasurer

Village of Spring Lake



MASS GATHERING APPLICATION

VILLAGE OF SPRING LAKE - Ordinance No. 357

This application is for public gatherings of 100 or more people.

102 W. Savidge St., Spring Lake, MI 49456
(616) 842-1393, FAX (616) 847-1393 • angela@springlakevillage.org

It is recommended that this application process begin and reservations made 120 days prior to an event to allow for planning on the part of the applicant and sponsor, adequate review of application by the Village Event Coordinator, scheduling of appropriate review meetings with required officers and Village officials, and for the appeal process should this application be denied for any reason. Any application submitted less than 60 days prior to an event risks not being approved due to time constraints. All public land reservations are taken on a first come, first served basis.

Thank you for considering the Village of Spring Lake for your event. We look forward to working with you to ensure the success of your event with the public health, safety and welfare of your guests and our residents as well as the proper use of Village services and personnel in mind.

APPLICANT INFORMATION:

Name of event: _____

Date(s) of event: _____ Number of people expected to attend: _____

Proposed location of event: _____

Name of applicant: _____

Name of sponsoring organization: _____

DATES:

OFFICE USE ONLY

Application provided to Permittee (with site maps) _____ Public land reservation made _____

\$150.00 Non-refundable fee received _____ Check # _____ (NOTE: Fees must be submitted as separate checks.)

\$250.00 Refundable security deposit received _____ Check # _____ Refunded (if applicable) _____

Completed application (with site plan) submitted _____ Signed Hold Harmless submitted _____

Certificate of Insurance (No less than three days before event) _____ Liquor License (No less than three days before event) _____

Permit Approved: YES NO PERMIT # _____ If NO, Denial communicated _____

Authorized Village Signature _____ Date: _____

REQUIRED MEETINGS

Initial Review _____
(Should not be scheduled less than 60 days in advance of event)

Final Review _____
(Should be scheduled for 1 week in advance of event)

Post Review _____
(Should be scheduled for two weeks after event)

APPLICATION REVIEWED AND APPROVED BY

SL DPW _____ Date _____

OCSO _____ Date _____

SL Fire _____ Date _____

SL EMS _____ Date _____

PERMIT APPLICATION AND CONDITIONS

CONTACT INFORMATION

APPLICANT

Name of Applicant: _____

Address: _____

Cell Phone #: _____ Alternate Phone#: _____

Email: _____

SPONSOR

Sponsoring Organization: _____

Contact Name (If different from applicant): _____

Address: _____

Phone #: _____ Email: _____

DAY OF EVENT

On-Sight Contact Name (if different from applicant): _____

Cell Phone #: _____

Alternate On-Sight Contact Name: _____

Cell Phone #: _____

Law Enforcement Non-Emergency Contact: _____

Cell Phone #: _____

On-Call DPW Worker Name: _____

Cell Phone #: _____

DPW Supervisor Name: _____

Cell Phone #: _____

Village Event Coordinator: _____

Cell Phone #: _____

EMERGENCY PLAN

Will there be an onsite **Medical Emergency/First Aid Stations** established? Yes No

If "YES" what is the location? _____

If "NO" how will an emergency be handled? _____

Will there be an onsite **Fire Emergency Station** be established? Yes No

If "YES" what is the location? _____

If "NO" call 911 and be certain you and your staff are aware of your location.

Will there be an onsite **Police Emergency Station** be established? Yes No

If "YES" what is the location? _____

If "NO" call 911 and be certain you and your staff are aware of your location.

In case of **Severe Weather** who makes the call to cancel the event:

Name: _____

Cell Phone #: _____

Is there a Severe Weather Shelter Area: Yes No

If "YES" what is the location? _____

In case of Severe Weather is there an Alternate Event Location? Yes No

If "YES" what is the location? _____

GENERAL EVENT INFORMATION

Type of Event: _____

Describe in detail the activities planned: _____

(Use an additional sheet of paper if necessary)

SCHEDULE

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

EVENT DETAILS

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

1. Will alcohol be sold or provided? Yes No

If "YES" the applicant is responsible for obtaining a liquor license. A copy of the license must be provided to the Village no less than three (3) days prior to the event and fencing must be erected. See *Fencing* in the Village of Spring Lake Mass Gathering Ordinance (VSLMGO) No.0 of 2019.

Description of any beverages to be provided or sold to public. _____

2. Will food or merchandise to be sold or provided? Yes No

If "YES" then see *Food Service* in the VSLMGO No.0 of 2019.

Description of food or merchandise to be provided or sold to public. _____

3. Do you plan to have sound amplification? Yes No

If "YES" then see *Noise Control* in the VSLMGO No.0 of 2019.

Provide description. _____

4. Are there restroom/facility requirements? Yes No

If "YES" then see *Restroom Facilities* in the VSLMGO No.0 of 2019.

Describe facilities to be utilized. If portable facilities are being brought in, please indicate the number of units and vendor name. _____

5. Are there waste/trash/recycling requirements? Yes No

NOTE: The sponsoring agency is responsible for providing trash and garbage pickup and bag replacement and must make arrangements for their trash to be hauled away. The area must be restored to clean after this event.

Plan for gathering waste during the event and removing waste after the event. _____

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? Provide map that shows placement and provide a description of tent(s) here. **NOTE: Certain tents and structures require Fire Dept. approval.** _____

8. Will site security be required for this event? Yes No

Describe the location and plan for your security. _____

g. Will this event require procedures to manage vehicle traffic, road closures, parking, and circulation expectations for pedestrians? (**NOTE: Law enforcement is authorized to make modifications to vehicle and/or pedestrian barricades, traffic routes and street closures based on public health, safety and welfare.**)

If "YES" then answer all the following applicable questions:

- Citizens are not authorized to stop road traffic. Will you need help from the Ottawa Co. Sheriff's Office (OCSO) to manage traffic? **NOTE: There is a cost affixed to officer involvement based on day and time.** Yes No

Provide details of anticipated locations, dates and times. _____

- Will your event require road closures? Yes No

Provide details of anticipated locations and process (for event or unloading and loading). _____

- Will barricades be required? Yes No

How many barricades will be needed? _____

Provide details of anticipated procedures and process. _____

- Will "NO PARKING" areas be required? Yes No

Provide details of anticipated locations and dates. (**NOTE if you plan to arrange for towing of vehicles signs must say NO PARKING in 2" tall letters and must be out no less than 48 hours before towing would begin. You must also include the name and number of the towing company.**) _____

- How do you plan to manage pedestrian traffic?

- Provide details of anticipated procedures and process. _____

SKETCH PLAN

Please provide detailed site plan of location and include the following details (if applicable).

Let the Village Event Coordinator know if you need either a digital or hard copy of a map of the area.

- Event area/land layout
- Staging areas for event (unloading, loading areas)
- Parking Areas (indicate ADA parking – this must be available)
- Designated NO PARKING areas (include sign requirements)
- Vehicle/Pedestrian/Runner circulation routes/travel lanes
- Street, sidewalk, and pathway closures or reroutes (include sign/barricade requirements)
- Primary entrance and exits
- Temporary fencing layout (this is required if liquor is served/sold)
- Layout of vendors, tents, events, PA or music source
- Food and water sources
- Restrooms
- Waste, trash, recycle disposal
- Electrical sources
- Main contact event coordinator's primary location
- Emergency support locations – Police, Security, Fire, Medical, Communications

ADDITIONAL CONDITIONS & REQUIRMENTS

Certificate of Insurance: No permits will be issued without a current Insurance Certificate that names the Village as a co-insured party, turned into the Village no less than three (3) days prior to the event.

Security Deposit: Sponsoring agency is responsible for cleaning and restoring the site after the event. The site will be reviewed by the DPW at the earliest convenient time after the event and a report will be delivered to the Village Event Coordinator.

If the site is clean and restored the permittee's security check will be returned at the Post Review meeting which will be scheduled approx. two weeks after the event.

If the site is not clean and restored the cost of restoration will be borne by the permittee. **See 2.5 Requirement for Applicant's Reimbursement to the Village (1) Cost Determination in the VSLMGO No. 0 of 2019.**

Miss Dig: If ground stakes are used for tents and temporary structures, 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

Camping: Camping in or on public property, streets, parking areas and parks is prohibited. Fires in the park are only allowed in the approved grills. Camp fires in the park are not allowed.

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: _____

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: _____



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

October 2, 2019

Via Email

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

Re: Pedestrian Ordinance

Dear Ms. Burns:

Enclosed you will find a proposed Ordinance concerning pedestrian regulations. This Ordinance includes specific regulations with respect to crosswalks. In reviewing the language from other jurisdictions, we found that they presented a more comprehensive approach than just dealing with crosswalks. Accordingly, we have included them. If you believe those other provisions are unnecessary, they may be easily deleted.

You will note that there is not a penalty provision with respect to the violations of the pedestrian regulations being adopted by the enclosed Ordinance. As set forth in the Code, unless another designation is specified, a violation would be a misdemeanor. If you believe that a violation of the provisions of this Ordinance should be a municipal civil infraction, again the language can be amended.

Please review the document and advise as to any questions or comments you may have.

As always, your anticipated attention is appreciated.

Very truly yours,

SCHOLTEN FANT



Robert E. Sullivan

RES/kat
Enclosure

ORDINANCE NO. _____

VILLAGE OF SPRING LAKE PEDESTRIAN ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES ADOPTED BY THE VILLAGE OF SPRING LAKE, COUNTY OF OTTAWA, STATE OF MICHIGAN, BY ADOPTING CHAPTER 373, ARTICLE V, CONCERNING PEDESTRIAN REGULATIONS AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 365, Article V. The Code of Ordinances adopted by the Village of Spring Lake, Ottawa County, State of Michigan, is hereby amended by the adoption of Chapter 365, Article V, which shall state in its entirety as follows:

**ARTICLE V
PEDESTRIAN**

§ 365-23. Pedestrians Regulated.

Pedestrians shall be subject to traffic control signals as heretofore declared in this Chapter, traffic control devices and the order or direction of any police officer, notwithstanding the provisions of the existing traffic laws, when such officer is directing or regulating traffic in the interest of public safety, but all other places pedestrians shall be granted those rights and be subject to the restrictions stated in this Article.

§ 365-24. Crosswalks.

The operator of a vehicle shall stop for a pedestrian crossing the roadway within any marked crosswalk, or within any unmarked crosswalk at an intersection, except at intersections where the movement of traffic is being regulated by a police officer or a traffic control signal; and at such regulated intersections operators of vehicles shall stop for all pedestrians crossing or who have started to cross the roadway on the "go" or "walk" signal.

§ 365-25. Crossing Other Than at Crosswalk.

Every pedestrian crossing a roadway at any point other than a crosswalk shall yield the right-of-way to all oncoming vehicles.

§ 365-26. Prohibited Crossings.

Between adjacent intersections at which traffic control signs are in operation, pedestrians shall not cross at any place except in a crosswalk.

§ 365-27. Vehicle Stopped for Pedestrian.

When a vehicle has stopped to permit a pedestrian who is properly crossing the roadway to proceed, it shall be unlawful for the operator of another vehicle approaching from the rear to pass such stopped vehicle.

§ 365.28. Hitchhiking.

No person shall stand on or near the roadway and solicit a ride from the operator of any vehicle other than public carriers.

§ 365-29. Standing in Roadway.

No pedestrian shall leave the curb and stand in any portion of the roadway while waiting for the "go" or "walk" signal.

§ 365.30. Blind Persons.

Any driver of a vehicle who approaches within ten (10) feet of a person wholly or partially blind, carrying a cane or walking stick white in color, or white tipped with red, shall immediately come to a full stop and take such precautions before proceeding as may be necessary to avoid accident or injury to such person.

§ 365.31. Walking on Roadway.

Where sidewalks are provided, it shall be unlawful for pedestrians to walk upon the main traveled portion of the roadway. Where sidewalks are not provided, pedestrians shall, when practicable, walk on the left berm or shoulder of the roadway facing traffic which passes nearest unless otherwise directed by the proper signs or markings.

Section 2. Administrative Liability. No officer, agent, or employee of the Village shall be personally liable for any damages the Village may accrue to any person as a result of any act required or permitted in the discharge of duties under and in the enforcement of this Ordinance.

Section 3. Severability and Captions. This Ordinance and its various sections, subsections, sentences, phrases, and clauses are declared to be severable. If any section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected. Pronouns shall be read as masculine, feminine, or neuter as may be appropriate. Captions appearing at the

beginning of any section shall not be deemed as part of this Ordinance and shall have no independent significance.

Section 4. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances which are in conflict in whole or in part with any of the provisions of this Ordinance as of its effective date are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall take effect upon publication.

VILLAGE OF SPRING LAKE

Dated: _____, 2019

By: _____
Mark Powers
Its: President

By: _____
Marvin Hinga
Its: Clerk

CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, certify that the foregoing Spring Lake Village Pedestrian Ordinance was adopted at a regular meeting of the Village Council held on _____, 2019. The following members of the Village Council were present at that meeting:

The following members of the Village Council were absent: _____.
The Ordinance was adopted by the Village Council with members of the Council _____ voting in favor, and members of the Council _____ voting in opposition. Notice of Adoption of the Ordinance was published in *The Grand Haven Tribune* on _____, 2019.

Marvin Hinga, Clerk/Treasurer
Village of Spring Lake

Christine Burns

From: Fredrickson, Marc (MDOT) <FredricksonM@michigan.gov>
Sent: Monday, September 16, 2019 1:25 PM
To: Christine Burns
Cc: Weerstra, Vicki (MDOT); Brege, Michael (MDOT)
Subject: M-104 Pedestrian Crossings
Attachments: Pedestrian Gateway Treatment - 3 Lane.pdf; RRFB - Holland Example.jpg

Chris,

This email is to follow up on your request, regarding M-104 pedestrian crossings and asking to work with MDOT for guidance on potential changes to the pedestrian crossings along M-104 through the Village of Spring Lake.

As discussed at our meeting on Thursday, the Village has concerns and would like to enhance the pedestrian crossings on M-104. Based on these conversations, MDOT recommends several options for Village consideration. After the Village has reviewed the options, then the Village and MDOT would need to meet and discuss the next steps, with the end result being approved by MDOT and a resolution of approval by the Village to enter into an agreement with MDOT. All costs would be borne by the Village, although if coordinated with our upcoming 2020 resurfacing project, MDOT would participate in pavement marking costs.

1. Reduce the number of crossings by combining the Prospect St and Maple Terrace Ave crossings into a single new crossing at Alden St
 - Requires that the school crossing signing and pavement markings be moved to the new location (approx. \$5,000)
 - Requires sidewalk and curb work to remove existing crossings and construct new crossing (approx. \$10,000)
 - If this work were done at the same time as MDOT's upcoming resurfacing project in 2020 no pavement marking work would be required by the Village
2. Enhance the pedestrian signing at unsignalized crossings throughout the 3-lane corridor using the attached "Pedestrian Gateway Treatment – 3 Lane" configuration
 - Could be applied at Buchanan St (east side), Church St and Alden St (approx. \$3,600)
 - This requires the Village to adopt the "Yield to Pedestrians" Ordinance per State Law for enforcement and application
 - This treatment would be removed in the Winter and all maintenance of the signs would be the Village's responsibility
3. Enhance the Alden St crossing by installing a Rectangular Rapid Flashing Beacon (RRFB) device in lieu of the School Crossing beacon (see attached example) (approx. \$20,000 - \$25,000)
 - This device would be allowed on a 2 year trial basis where MDOT and the Village would monitor the effectiveness of the device, if adverse impacts were identified MDOT would require that the device be removed at the Village's expense
 - Options 1 and/or 2 could be done first and effectiveness monitored, then this alternative could be looked at as a follow-up project in future years if warranted

Please let us know if we can provide any further details or clarification on these alternatives.

Thanks,

Marc

Marc Fredrickson, P.E.

Operations Engineer

MDOT - Muskegon TSC

Direct Line: 231-777-7284

Muskegon TSC: 231-777-3451

Mobile: 231-766-1746

fredricksonm@michigan.gov



MDOT wants to deliver outstanding customer service.

Please take a minute to complete a short customer satisfaction survey.

Go to www.research.net/s/ZKC9H99. Your opinion is important to us!

Gateway Treatment, Three-Lane Configuration Without Refuge Island	
Travel Lanes	2
Passing/Turn Lanes	1
R1-6 Signs	4
Flexible Delineators	0
Yielding Compliance	Between 60% and 90% compliance rate if speed limit is 30mph or less for ADT up to 25,000. If the speed limit is 35 mph expect similar results if ADT is 12,000 or less. UNKNOWN above 12,000 ADT.
Approximate Cost	\$1,200 for materials 20-minute installation 8 minutes to remove for winter 8 minutes to reinstall in spring
General Description: Note: By installing the gateway on the near side of the intersection, both crosswalks are covered with only four signs. Data show that a gateway at the near side crosswalk continues to be effective for the far side of the intersection, as the motorist on the far side has already passed through a gateway on the near side. The signs on the curb side in the gutter pan would have a better chance of survival if they are moved placed between 3 and 50 feet in Advance of the crosswalk markings. This would reduce the chance of the sign being struck by a turning vehicle. Figure 6b shows a typical installation ¹⁰ .	



Figure 6a

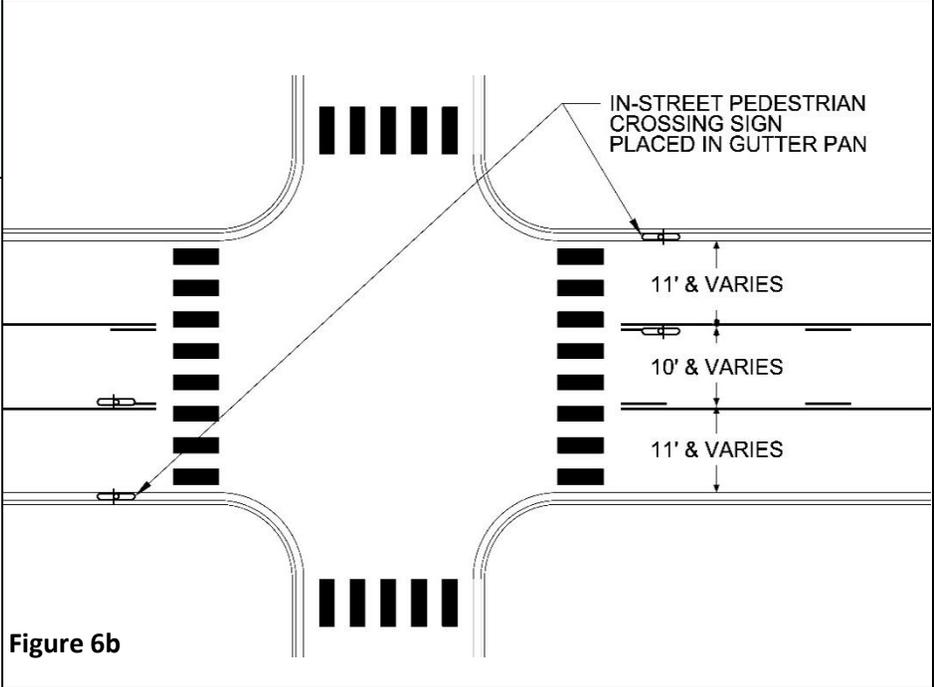


Figure 6b

¹⁰ Edge line sign placement requires permission to experiment from the FHWA before use.



E 7th St

Authority: 1949 PA 300, Sec.257.622
Compliance: Required MSP UD-10E
Penalty: \$100 and/or 90 days (Rev 01/2016)

External # 325000
Crash ID

Page 1
File Class : 93001

STATE OF MICHIGAN TRAFFIC CRASH REPORT

Incident #
1905090027

ORI: MI7017000
Department Name: Ottawa County Sheriff's Office

Reviewer
Sgt. Michael Vandenbosch (681)

Crash Date 05/09/2019	Crash Time 07:20	No. of Units 02	Crash Type Other	Special Circumstances <input checked="" type="checkbox"/> None <input type="checkbox"/> Fleeing Police <input type="checkbox"/> Hit and Run <input type="checkbox"/> Unknown <input type="checkbox"/> School Bus <input type="checkbox"/> Animal	Special Checks <input type="checkbox"/> Fatal <input type="checkbox"/> Non-Traffic Area <input type="checkbox"/> ORV/Snowmobile
County 70 - OTTAWA	Traffic Control None	Relation to Roadway On the Road	Weather Rain	Area Straight Roadway Not Related to Other Selections	
City/Twp 47 - SPRING LAKE	Contributing Circumstances 1st None	2nd	Light Dawn	Road Surface Condition Wet	Total Lanes 03
Work Zone (if applicable) Type	Workers Present No	Activity	Location		

LOCATION	Prefix SAVIDGE	Primary Road Name	Road Type ST	Suffix	Divided Roadway
	Distance/Direction 15.0 Feet E	Trafficway Divided Hwy wo/Barrier			
	Prefix PROSPECT	Intersecting Road Name	Road Type ST	Suffix	Divided Roadway

Unit Number 01	Unit Known Yes	State MI	Driver License Number C640465261065	Date of Birth (Age) 01/24/1978 (41)	License Type <input checked="" type="checkbox"/> Operator <input type="checkbox"/> Chauffeur <input type="checkbox"/> Moped	Endorsements <input type="checkbox"/> Cycle <input type="checkbox"/> Farm <input type="checkbox"/> Recreation	Sex M	Total Occupants 03	Hazardous Action None
Unit Type MV	Driver Information KEVIN FRANCIS CURLEY 16698 NORTHWOOD TRL SPRING LAKE MI 49456 (269)370-6414			Driver is Owner No	Injury O	Position Front - Left	Restraint Shoulder & Lap Belt		
Driver Condition at Time of Crash 1st Appeared Normal				2nd		Driver Distracted By Not Distracted	Ejected No	Trapped No	Airbag Deployed Not Deployed
Hospital None					Ambulance None				
Alcohol Suspected No	Contributing Factor No	Alcohol Test Type <input type="checkbox"/> Breath <input type="checkbox"/> Blood <input type="checkbox"/> Urine <input type="checkbox"/> Field <input type="checkbox"/> OPBT <input type="checkbox"/> Refused <input checked="" type="checkbox"/> Not Offered			Alcohol Test Results <input type="checkbox"/> Pending Test Results:		Interlock Device No		
Drug Suspected No	Contributing Factor No	Drug Test Type <input type="checkbox"/> Blood <input type="checkbox"/> Urine <input type="checkbox"/> Field <input type="checkbox"/> Refused <input type="checkbox"/> Not Offered			Drug Test Results <input type="checkbox"/> Pending Test Results:		Citation Issued <input type="checkbox"/> Hazardous <input type="checkbox"/> Other		
Vehicle Registration 9LER0	State MI	Vehicle Description 2011	Year 2011	Make SUBARU	Model IMPREZA	Color SIL			
VIN JF1GH6B65BG818433	Vehicle Type Passenger Car, SUV, Van		Special Vehicles None		Private Trailer Type	Vehicle Defect			
Automation Systems(s) in Vehicle No	Automation System Level in Vehicle No Automation				Automation System Level Engaged at Time of Crash No Automation				
Insurance Company PROGRESSIVE	Insurance Policy # 31616926			Towed By		Towed To			
Location of Greatest Damage 02	First Impact	Extent of Damage (Power Unit and/or Trailers) Minor Damage		Vehicle Direction W	Vehicle Use Private	Action Prior Going Straight Ahead			
Sequence of Events First 15 - Pedestrian (• indicates MOST harmful event)									

PASSENGERS	Passenger Information			Date of Birth (Age)	Sex	Position	Restraint
				Injury	Ejected	Trapped	Airbag Deployed
	Hospital Ambulance						
	Passenger Information			Date of Birth (Age)	Sex	Position	Restraint
				Injury	Ejected	Trapped	Airbag Deployed
	Hospital Ambulance						
	Passenger Information			Date of Birth (Age)	Sex	Position	Restraint
				Injury	Ejected	Trapped	Airbag Deployed
	Hospital Ambulance						

Carrier Information	USDOT	MC	MPSC
GVWR/GCWR <input type="checkbox"/> 10,000 lbs. or Less <input type="checkbox"/> 10,001 - 26,000 lbs. <input type="checkbox"/> Greater than 26,000 lbs.		Vehicle Configuration	Cargo Body Type
Driver's CDL Type <input type="checkbox"/> H <input type="checkbox"/> P <input type="checkbox"/> T <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> X		Endorsements	CDL Exempt <input type="checkbox"/> Farm <input type="checkbox"/> Other
Medical Card		Hazardous Material <input type="checkbox"/> Placard <input type="checkbox"/> Cargo Spill	ID # Class #

Owner Information	Owner Information
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Damaged Property	Public	Owner & Phone
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Unit Number 02	Unit Known Yes	State	Driver License Number	Date of Birth(Age) 07/08/2005 (13)	License Type <input type="radio"/> Operator <input type="radio"/> Chauffeur <input type="radio"/> Moped	Endorsements <input type="radio"/> Cycle <input type="radio"/> Farm <input type="radio"/> Recreation	Sex M	Total Occupants 00	Hazardous Action None
Unit Type P	Driver Information DEVYN BAKARI BAUMGARTNER 331 LILYBELLS LN SPRING LAKE MI 49456 (269)370-6414			Driver is Owner No	Injury A	Position Pedestrian	Restraint No Belts Available		
Driver Condition at Time of Crash 1st 2nd				Driver Distracted By Unknown		Ejected No	Trapped No	Airbag Deployed Not Equipped	
Hospital None				Ambulance None					
Alcohol Suspected No	Contributing Factor No	Alcohol Test Type <input type="radio"/> Breath <input type="radio"/> Blood <input type="radio"/> Urine <input type="radio"/> Field <input type="radio"/> PBT <input type="radio"/> Refused <input type="radio"/> Not Offered			Alcohol Test Results <input type="radio"/> Pending Test Results:		Interlock Device No		
Drug Suspected No	Contributing Factor No	Drug Test Type <input type="radio"/> Blood <input type="radio"/> Urine <input type="radio"/> Field <input type="radio"/> Refused <input type="radio"/> Not Offered			Drug Test Results <input type="radio"/> Pending Test Results:		Citation Issued <input type="radio"/> Hazardous <input type="radio"/> Other		
Vehicle Registration	State	Vehicle Description	Year	Make	Model	Color			
VIN	Vehicle Type			Special Vehicles None	Private Trailer Type	Vehicle Defect			
Automation Systems(s) in Vehicle		Automation System Level in Vehicle			Automation System Level Engaged at Time of Crash				
Insurance Company			Insurance Policy #		Towed By		Towed To		
Location of Greatest Damage 11	First Impact 11	Extent of Damage (Power Unit and/or Trailers) No Damage			Vehicle Direction	Vehicle Use	Action Prior Crossing at Intersection		
Sequence of Events First 17 - Motor Vehicle In Transport Second Third Fourth (● indicates MOST harmful event)									

PASSENGERS	Passenger Information			Date of Birth (Age)	Sex	Position	Restraint
	Hospital			Ambulance			
	Injury			Ejected	Trapped	Airbag Deployed	
	Passenger Information			Date of Birth (Age)	Sex	Position	Restraint
	Hospital			Ambulance			
	Injury			Ejected	Trapped	Airbag Deployed	
	Passenger Information			Date of Birth (Age)	Sex	Position	Restraint
	Hospital			Ambulance			
	Injury			Ejected	Trapped	Airbag Deployed	
	Passenger Information			Date of Birth (Age)	Sex	Position	Restraint
	Hospital			Ambulance			
	Injury			Ejected	Trapped	Airbag Deployed	
	Passenger Information			Date of Birth (Age)	Sex	Position	Restraint
	Hospital			Ambulance			
	Injury			Ejected	Trapped	Airbag Deployed	

Carrier Information			USDOT	MC	MPSC			
GVWR/GCWR <input type="radio"/> 10,000 lbs. or Less <input type="radio"/> 10,001 - 26,000 lbs. <input type="radio"/> Greater than 26,000 lbs.			Vehicle Configuration	Cargo Body Type	Medical Card	Hazardous Material <input type="radio"/> Placard <input type="radio"/> Cargo Spill	ID #	Class #
Driver's CDL Type			Endorsements <input type="radio"/> H <input type="radio"/> P <input type="radio"/> T <input type="radio"/> N <input type="radio"/> S <input type="radio"/> X	CDL Exempt <input type="radio"/> Farm <input type="radio"/> Other				

OWNERS	Owner Information			Owner Information			
	Witness Information			Witness Information			

Witness Information DARICK JOHN STINGLE 2407 MACARTHUR RD MUSKEGON MI 49442 (231)578-7979			19	Witness Information			
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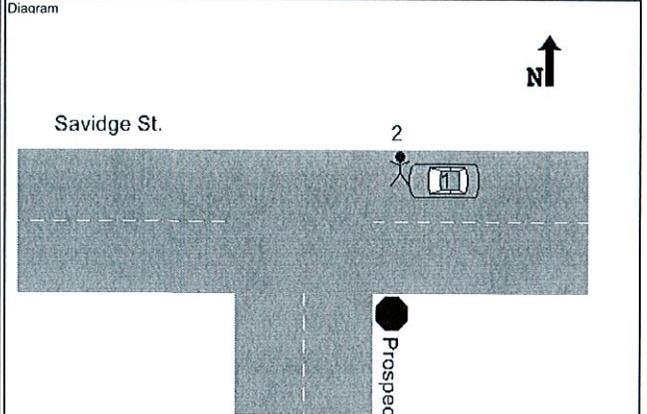
Investigated at Scene Yes	Reported Date (Time) 05/09/2019 (07:23)	1st Investigator Name (Badge) Dep. Joseph Steinhauer-DISABLED (1146)	2nd Investigator Name (Badge)	Photos No
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Narrative

Vehicle #1 stated that he was WB on Savidge / Prospect when all of a sudden he hit a young man with his vehicle. He never saw him at the side of the roadway. He stated that he was only going 30 MPH and has his headlights activated due to the darkness and the rain.

Pedestrian Devyn Baumgartner: He stated that he was walking to school and had his earphones on listening to his music. He approached Savidge St at the crosswalk and looked but he did not see vehicle #1 coming down the roadway. He entered the roadway and was hit by vehicle #1. After he was hit he flew onto the hood and then onto the windshield of the vehicle. He then flew off the vehicle onto the roadway, directly in front of the vehicle. The vehicle stopped and the driver rendered aid. Devyn emphasized that he never saw vehicle #1 and just walked out in front of it.

Devyn was wearing light gray pants with a light blue jacket.



Continued Narrative

Witness Darick Stingle: He stated that he was EB on Savidge St. and saw someone laying in the roadway. He ran up to help and he asked the person on the ground what happened and he stated that he ran out in front of the car.

Village of Spring Lake
 October 2019 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
101-226.000-801.000	General Fund	Storm Sewer	Contractual Services	6,300	11,300	5,000
101-000.000-975.000	General Fund	Storm Sewer	Appropriation to Fund Balance	18,633	13,633	(5,000)
Adjust Current Year Budget for increased cost of Grand Valley Metro Council storm water work.				Net Change		0
236-000.000-889.000	DDA	DDA	Promotions	12,000	24,000	12,000
236-000.000-975.000	DDA	DDA	Appropriation to Fund Balance	12,082	82	(12,000)
Adjust DDA Budget for Issue Media Group contract.						0
236-000.000-801.250	DDA	DDA	Branding	10,000	20,000	10,000
236-000.000-978.000	DDA	DDA	Paving	270,000	260,000	(10,000)
Adjust DDA Budget for contract with Creative Concepts.						0
218-444.000-801.902	Sidewalk	Sidewalk	Contract Workers	3,500	7,000	3,500
218-444.000-940.000	Sidewalk	Sidewalk	Equipment Usage	21,000	17,500	(3,500)
Adjust Sidewalk Fund budget for contract worker cost.						0
249-000.000-477.000	Building	Revenue	Building Permits	40,000	60,000	20,000
349-000.000-695.000	Building	Revenue	Appropriation from Fund Balance	10,551	5,551	(5,000)
349-381.000-801.400	Building	Building	Contract Building Inspections	12,000	27,000	15,000
Adjust Building Fund budget higher revenues and expenditures related to building inspections.						0



Vredeveld Haefner LLC

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Grand Rapids, MI 49534
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Douglas J. Vredeveld, CPA
(616) 446-7474
Peter S. Haefner, CPA
(616) 460-9388

September 30, 2019

To the Village Council
Village of Spring Lake, Michigan

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Village of Spring Lake (the Village) for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 18, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Results

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Village are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by Village during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the useful lives of capital assets is based on previous history and future expectations and the estimate of pension and OPEB plan obligations are based on actuarial valuations of the plans. We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated September 30, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Village’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management’s Discussion and Analysis, budget and actual statements, and pension and other post-employment benefits plans schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on combining statements and individual fund statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Village Council and management of the Village of Spring lake and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Uredexeld Haefner LLC



Since 1911

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

MEMORANDUM

To: Leo Evans, City of Muskegon
Matthew Anderson, City of Norton Shores
Heidi Tice, Fruitport Charter Township
Gordon Gallagher, Spring Lake Township
Chris Burns, Spring Lake Village
Bill Cargo, Grand Haven Charter Township
Craig Bessinger, City of Ferrysburg
Pat McGinnis, City of Grand Haven

From: Pat Staskiewicz, Ottawa County Road Commission

Date: September 4, 2019

Re: Water Interconnection Contract

We have made several attempts at updating the Water Interconnection Contract between the Muskegon parties and the Northwest Ottawa parties. I would like to try once again to complete the update and recommend the following process.

1. I have attached a compare copy of the changes that I made to the previous draft, along with a clean copy of the current draft. Please review this draft with your staff and legal counsel and let me know if you have any comments or concerns. **The deadline to respond is Monday, September 30, 2019.**
2. After I have received all comments, I will distribute another draft if there were substantial changes and we will repeat step 1. If there were no changes or if they were minor, I will distribute a signature copy for execution by the parties.
3. After the agreement is approved, I only plan to ask for two signature pages from each party. I will keep the original and give the other set of original signatures to my attorney. I will distribute a complete copy to all parties. If you would like an original signature copy of the agreement, please let me know prior to September 30, 2019.

WATER INTERCONNECTION CONTRACT

THIS CONTRACT, dated for reference purposes as of December 1, 2019 is by and among the City of Muskegon, a Michigan municipal corporation, whose address is 933 Terrace, Muskegon, Michigan 49440, referred to as "Muskegon"; the City of Norton Shores, a Michigan municipal corporation, whose address is 4814 Henry Street, Norton Shores, Michigan, 49441, referred to as "Norton Shores"; the Charter Township of Fruitport, a Michigan charter township, whose address is 5865 Airline Road, Fruitport, Michigan, 49415, referred to as "Fruitport"; the West Michigan Regional Water Authority, whose address is 4814 Henry Street, Norton Shores, MI 49441, referred to as "WMRWA"; the County of Ottawa, a body corporate created under the provisions of the Michigan Constitution, acting by and through its Board of County Road Commissioners, whose address is 14110 Lakeshore Drive, Grand Haven, Michigan, 49417, referred to as "Ottawa County"; the Township of Spring Lake, a Michigan general law township, whose address is 106 S. Buchanan Street, Spring Lake, Michigan 49456, referred to as "Spring Lake Township"; the Village of Spring Lake, Michigan municipal corporation, whose address is 102 West Savidge Street, Spring Lake, Michigan, 49456, referred to as "Spring Lake Village"; the Charter Township of Grand Haven, a Michigan charter township, whose address is 13300 168th Avenue, Grand Haven, Michigan, 49417, referred to as "Grand Haven Township"; the City of Ferrysburg, a Michigan municipal corporation, whose address is 408 Fifth Street, Ferrysburg, Michigan, 49409, referred to as "Ferrysburg"; and the City of Grand Haven, a Michigan municipal corporation, whose address is 519 Washington Avenue, Grand Haven, Michigan, 49417, referred to as "Grand Haven." This Contract is made with reference to the following facts and circumstances:

A. Muskegon, Norton Shores, Fruitport and WMRWA (collectively referred to as the "Muskegon Parties") own and/or operate water systems (or portions thereof) in Muskegon County, Michigan.

B. Ottawa County, Grand Haven, Spring Lake Township, Spring Lake Village, Ferrysburg, and Grand Haven Township (collectively referred to as the "Northwest Ottawa Parties") own and/or operate water systems (or portions thereof) in Ottawa County, Michigan.

C. These water systems are adjacent to each other at various points along the common border between Muskegon County and Ottawa County.

D. The parties have previously interconnected the Muskegon Parties water systems and the Northwest Ottawa Parties water systems at five locations on the Ottawa County/Muskegon County boundary line. These locations are designated as Interconnections A, B, C, D, and E respectively, as described on attached Exhibit A. These interconnections, along with any future interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, are referred to collectively as the "Interconnections."

E. The parties recognize and wish to better plan for the possibility that a water emergency or maintenance or construction of a water system may give rise to circumstances in which a party asks for temporary interconnection of the systems, recognizing that there is no entitlement or right to insist on such interconnection but that the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so would not pose an unacceptable risk to the operation of another water system.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by the parties hereto as follows:

Section 1. General Agreement. The parties agree that the Interconnections shall be governed by the terms and provisions of this Contract.

Section 2. Maintenance of Interconnections. Spring Lake Township shall be responsible for maintaining the valve for the Interconnection A. Spring Lake Township and Fruitport shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to the Interconnection A valve. Spring Lake Township shall provide routine maintenance for the valve (opening it, closing it and inspecting it) without charge. Should the valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be divided equally between Fruitport and Ottawa County. Ottawa County shall allocate its portion of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For Interconnection B, Spring Lake Township shall be responsible for maintaining the southerly valve, and Fruitport shall be responsible for maintaining the northerly valve. Spring Lake Township and Fruitport shall be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Fruitport shall provide routine maintenance for the southerly valve and the northerly valve, respectively (opening it, closing it, and inspecting it) without charge. Should the southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should the northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Fruitport. Should the pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township, then all costs and expenses of such work shall be divided equally by Fruitport and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For Interconnections C, D, and E, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and Norton Shores shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township and Norton Shores shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Norton Shores shall provide routine maintenance for the southerly valves and northerly valves, respectively (opening them, closing them, and inspecting them) without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should a northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Norton Shores. Should a pipeline between the southerly and northerly valves require repair or replacement, as

determined by Spring Lake Township and Norton Shores collectively, then all costs and expenses for such work shall be divided equally between Norton Shores and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For future Interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and, depending on the location of the Interconnection, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township, on the one hand, and Norton Shores or Fruitport (depending on the local unit within which the relevant water mains are located) on the other hand, shall each be responsible for maintaining the water mains which lead to these valves. Spring Lake Township shall provide routine maintenance for the southerly valves (opening them, closing them, and inspecting them) and Norton Shores or Fruitport shall provide the same routine maintenance for the northerly valves, all without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should a northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be shared by Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located). Should a pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township and Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located), then all costs and expenses for such work shall be divided equally by Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

Notification shall be given by personal delivery, by telephone, by facsimile transmission, by e-mail, or by ordinary mail in advance of undertaking maintenance, repair and/or replacement, or construction that may prompt a request to open an Interconnection. For such maintenance, repair and/or replacement, or construction to be performed by Spring Lake Township, Spring Lake Township shall give notice to Muskegon in all cases and, in addition, for Interconnection B, Fruitport, and for Interconnections C, D, and E, Norton Shores. For maintenance, repair and/or replacement, or construction to be performed by Fruitport for Interconnection B, Fruitport shall give notice to Ottawa County and Spring Lake Township. For maintenance, repair and/or replacement, or construction to be performed by Norton Shores for Interconnections C and D, Norton Shores shall give notice to Ottawa County and Spring Lake Township. If possible, notice shall be given at least 3 days in advance of the commencement date of the maintenance, repair and/or replacement, or construction.

Section 3. Use of Interconnections. The Interconnections may be utilized as provided in this Contract in the event of an emergency situation that results in the loss of water supply or threatens the loss of water pressure, quantity, or quality of water service to any or all of the parties (a "Water Emergency"). The Interconnections also may be utilized as provided in this Contract in the event of scheduled maintenance or scheduled construction of the water system of a party.

If any or all of the Northwest Ottawa Parties desire to utilize one or more of the Interconnections, a request shall be made to the Water and Sewer Superintendent of Norton Shores (or his or her designee) or to the Director of Public Utilities of Fruitport (or his or her designee), depending on the location of the Interconnection(s). This request shall be made by Spring Lake Township. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who would be in charge of the Interconnection(s) opening and his/her phone number. The party to whom the request is made (i.e., either Norton Shores or Fruitport) shall immediately contact the Muskegon Filtration Plant Superintendent (or his or her designee) to discuss the request and either approve or deny the request. (As noted in the preamble to this Contract, the

parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a "Valve Operation Report" and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G. If any of the Muskegon Parties desire to use the Interconnection(s), a request shall be made to the Director of Public Works of Spring Lake Township (or his or her designee). This request may be made by any or all of the Muskegon Parties. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who will be in charge of the Interconnection(s) opening and his/her phone number. Spring Lake Township shall immediately contact the Water Facilities Manager of the Northwest Ottawa Water Treatment Plant or his/her designee to discuss the request and either approve or deny the request. (Again, as noted in the preamble to this Contract, the parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a "Valve Operation Report" and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G. Interconnection E will be the preferred interconnection to use if it meets the needs of the parties, as this connection can be metered.

The terms and conditions of this Contract apply only to the use of the Interconnection(s) in the event of a Water Emergency situation, scheduled maintenance, or scheduled construction as described above. This is not a water supply agreement. Use of an Interconnection for any other reason, including lack of water quantity due to high water demand and/or lack of adequate system infrastructure, is not covered by this Contract. In the event the parties desire to utilize

the Interconnection(s) for any other reason(s), the terms of that use and rates charged for water used shall be negotiated separately.

Section 4. Water Usage. If an Interconnection valve is opened, water usage shall be estimated by the party supplying the water, recognizing that both the supplying party and the requesting party (or parties) may need to communicate and exchange information in order to make the estimate as accurate as possible within reason. If Interconnection E is used and the meter is utilized, this meter reading shall be the water usage. Spring Lake Township and Norton Shores or Fruitport Township, depending on the location of the water use, shall have the option to bill its counterpart for this water usage if the party supplying the water so elects. If the water supplier elects to render a billing, the billing shall be at the normal wholesale rate. However, if the emergency interconnection use was found to cause or be a significant factor in causing the supplying treatment plant to incur additional electrical costs due to a peak load condition, then a portion or all of these costs shall be allocated to the party receiving the interconnection water. All billings rendered pursuant to this paragraph shall be paid within thirty (30) days of their date.

Section 5. Risk of Loss and Insurance. Fruitport and the Northwest Ottawa Parties shall have equal responsibility for risk of loss for the valve for Interconnection A and the other Interconnection A facilities exclusive of the water mains leading to Interconnection A. Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shore or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall have sole responsibility for risk of loss to the northerly Interconnection valves for Interconnections B, C, D, and E, respectively, and the Northwest Ottawa Parties shall have sole responsibility for the risk of loss to the southerly Interconnection valves for these Interconnections. The parties may insure the respective Interconnection valves and facilities for which they have responsibility at their own expense.

Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties, respectively, shall have full responsibility for risk of loss to the water main that each is required to maintain as is provided in Section 2 except that with respect to the water pipelines between the southerly

and northerly valves for Interconnections B and C, respectively, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties shall have equal responsibility for risk of loss.

Section 6. Term. This Contract shall be effective as of December 1, 2019, and shall continue until October 31, 2042. The Interconnection Contract between the parties dated December 1, 1981 and May 1, 2003 are revoked, as are all other contracts and agreements which pertain to the Interconnections that are the subject of this Contract, except for the provisions of those Contracts which contemplate performance after termination including, but without limitation, the indemnification provisions.

Section 7. Miscellaneous. Neither this Contract nor any rights under it may be assigned nor may any duty be delegated (except as is provided in this Contract) without the prior written consent of all of the non-assigning or non-delegating parties. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the designated contact persons for the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted by personal delivery, by facsimile transmission, by e-mail, or by ordinary or certified mail properly addresses with sufficient postage. This is an integrated Contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be

executed in multiple counterparts, all of which together shall be deemed to be one Contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and no other person shall have the right to enforce any of the provisions contained herein. All exhibits attached hereto are incorporated herein by reference as though fully stated herein. No amendment, modification or waiver shall be effective unless in writing and signed by all parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnessed as to both signatures by:

CITY OF MUSKEGON

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CITY OF NORTON SHORES

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CHARTER TOWNSHIP OF FRUITPORT

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by: COUNTY OF OTTAWA, by its Board of County Road
Commissioners

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

TOWNSHIP OF SPRING LAKE

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

VILLAGE OF SPRING LAKE

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CHARTER TOWNSHIP OF GRAND
HAVEN

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CITY OF FERRYSBURG

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CITY OF GRAND HAVEN

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

WEST MICHIGAN REGIONAL
WATER AUTHORITY

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

EXHIBIT A

Interconnection A

On the North line of Section 1, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of Section 36, Town 9 North, Range 16 West of Fruitport Township (the Village of Fruitport), at a point in the Fruitport Road right-of-way 420 feet south of the intersection of the centerline of Fruitport Road and Apple Drive as shown on Exhibit B.

Interconnection B

430 feet north of North line of Section 2, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of Section 35, Town 9 North, Range 16 West of Fruitport Township, at points in the Judson Road right-of-way a valve 30 feet North and a valve 35 feet North of the centerline of Claire Lane as shown on Exhibit C.

Interconnection C

On the North line of Section 4, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of the City of Norton Shores, at points in the 174th Avenue (Grand Haven Road) right-of-way a valve 5 feet South and a valve 36.5 feet North of the centerline of Wilson Road as shown on Exhibit D.

Interconnection D

On the North line of Section 6, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of the City of Norton Shores, at points in the Palm Drive (Black Lake Road) right-of-way a valve 18 feet South and a valve 12 feet North of the Ottawa County – Muskegon County line as shown on Exhibit E.

Interconnection E

Located at the NW $\frac{1}{4}$ of Section 3, T8N, R16W of Spring Lake Township, which is the South line of Fruitport Township, at points in the Harvey Street (168th Avenue) right of way a valve 9 feet and a valve 18 feet North of the Ottawa County – Muskegon County line as shown on Exhibit F.

EXHIBIT B

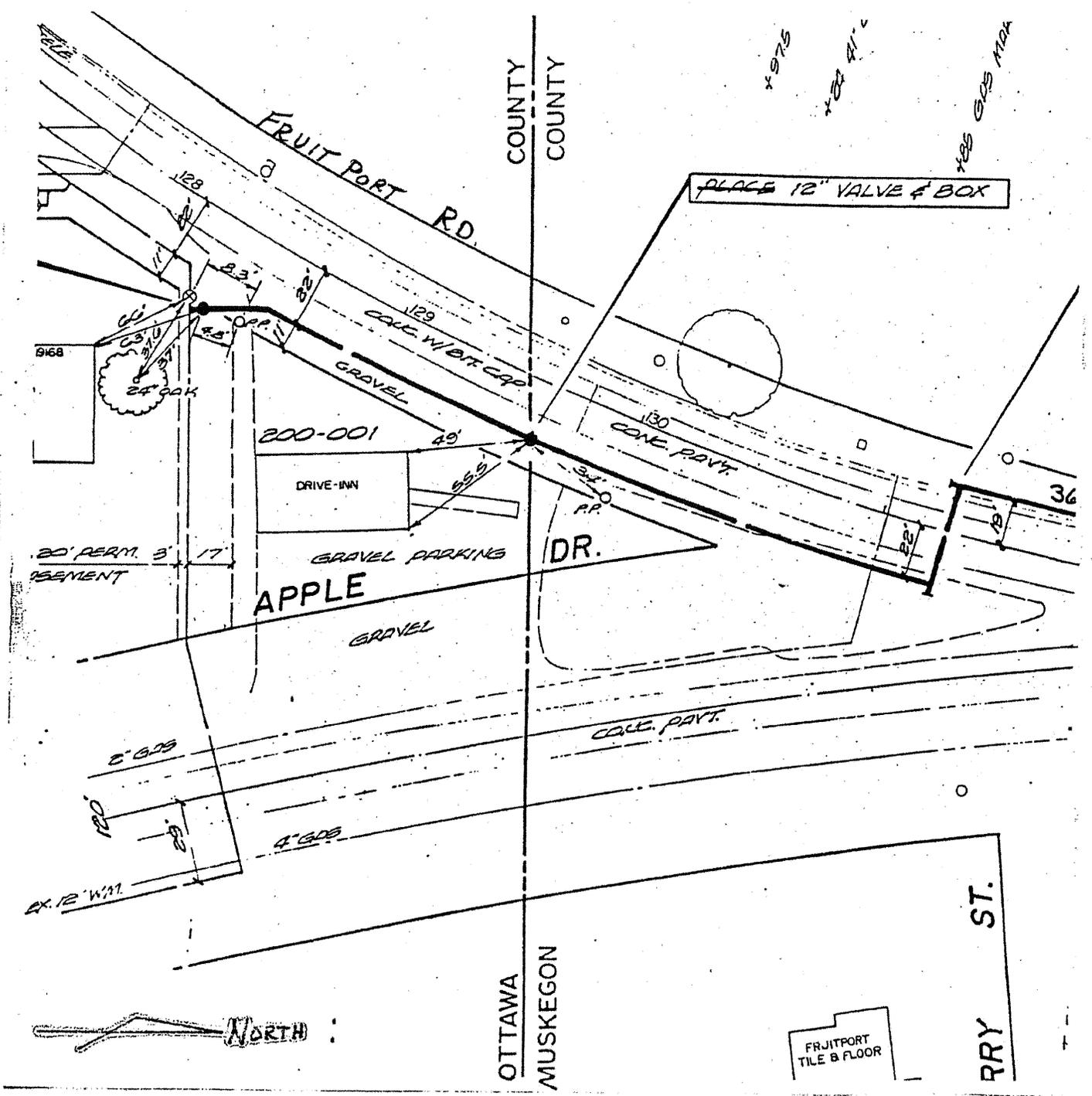


EXHIBIT C



SCALE 1" = 40'

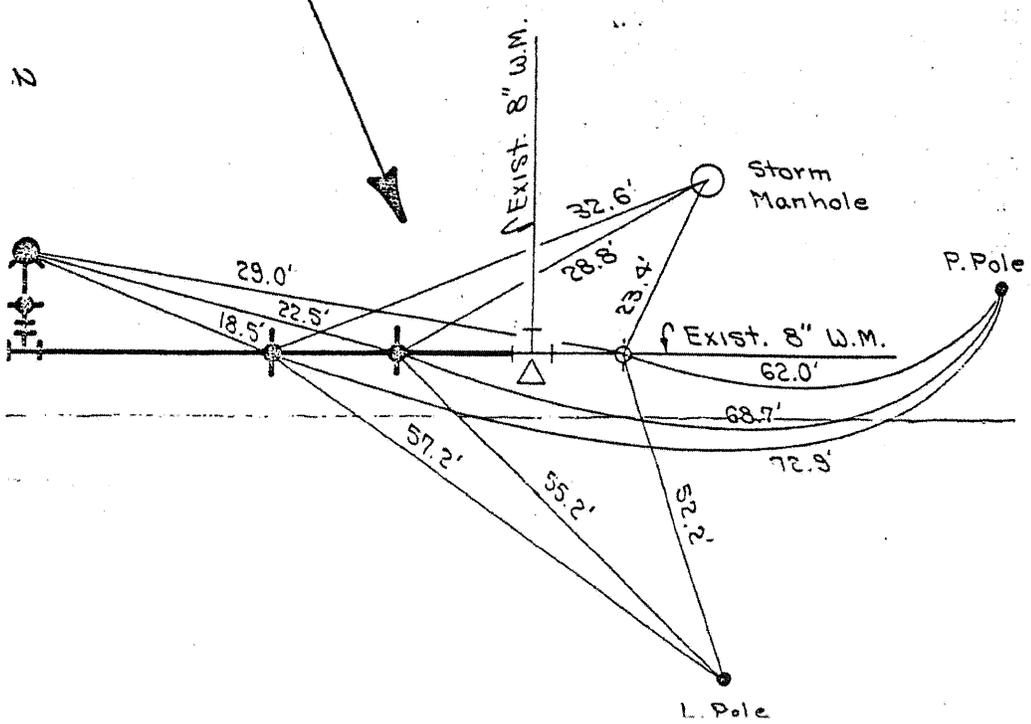
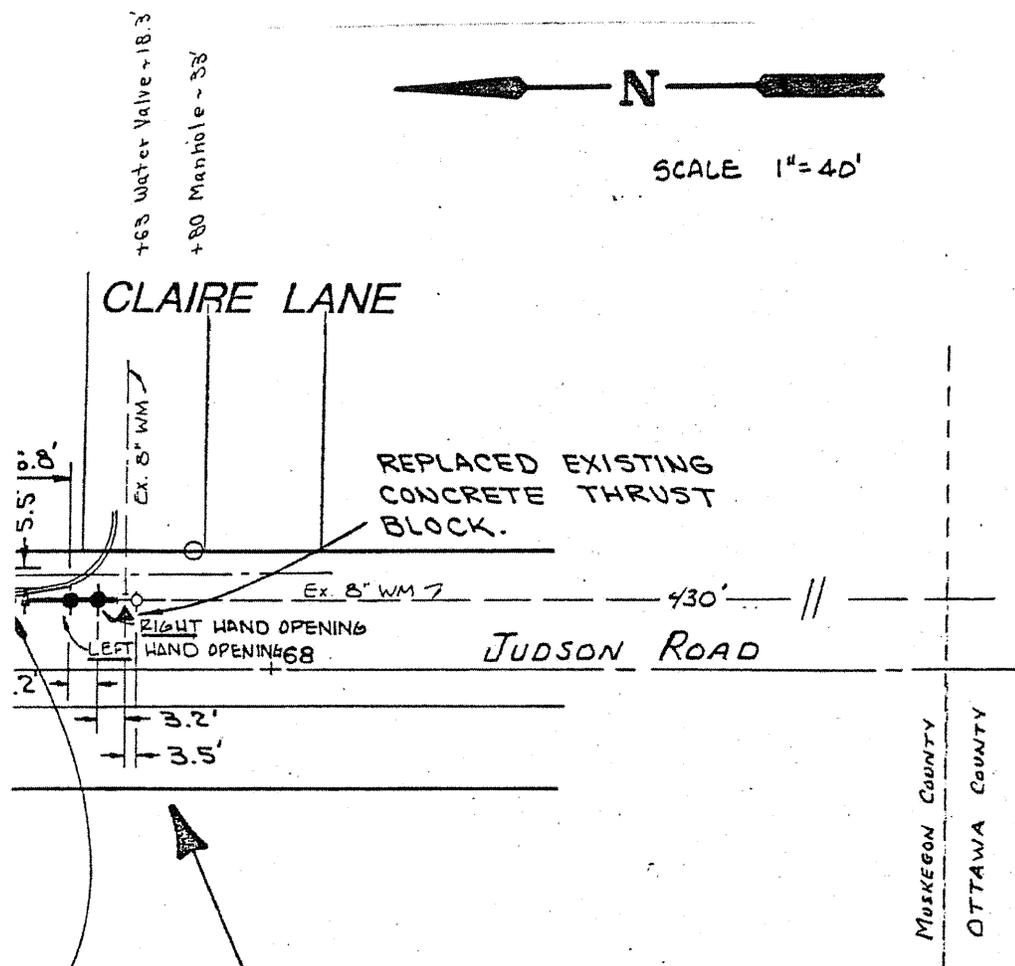


EXHIBIT D

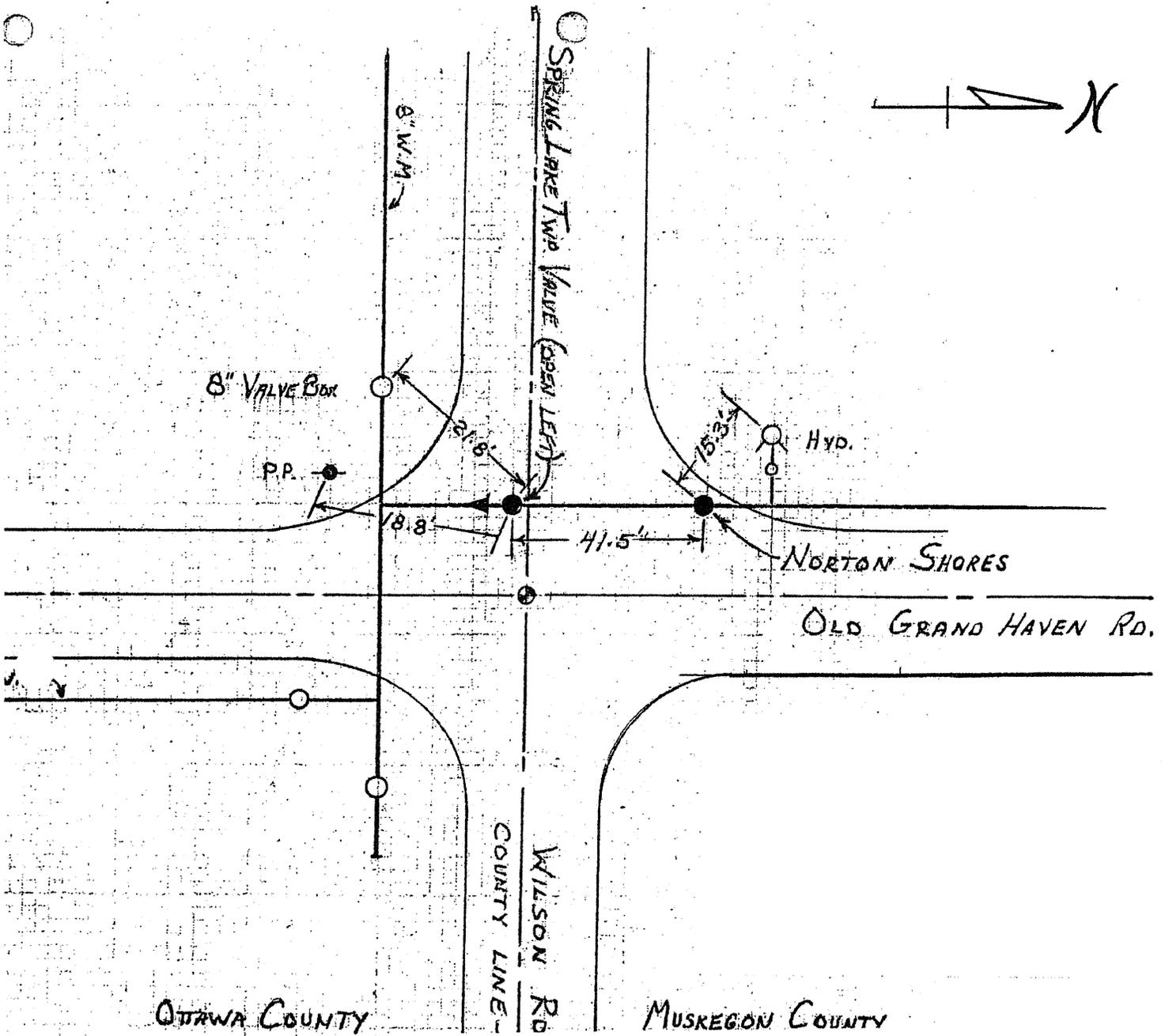
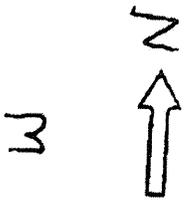
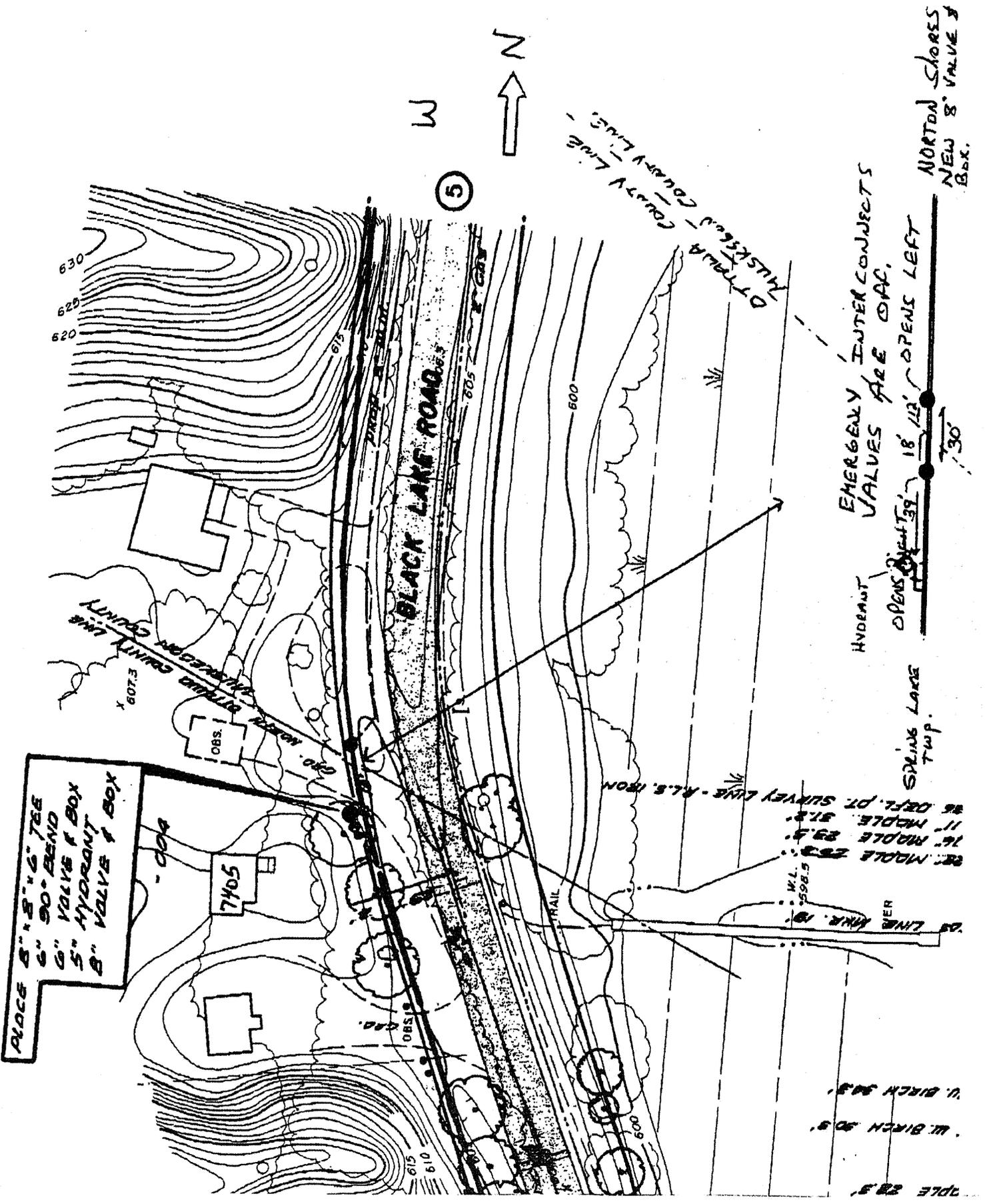


EXHIBIT E



5



PLACE 8" x 8" x 6" TEE
6" 90° BEND
6" VALVE & BOX
5" HYDRANT
8" VALVE & BOX

7405

EMERGENCY INTERCONNECTS
VALVES ARE OAC.

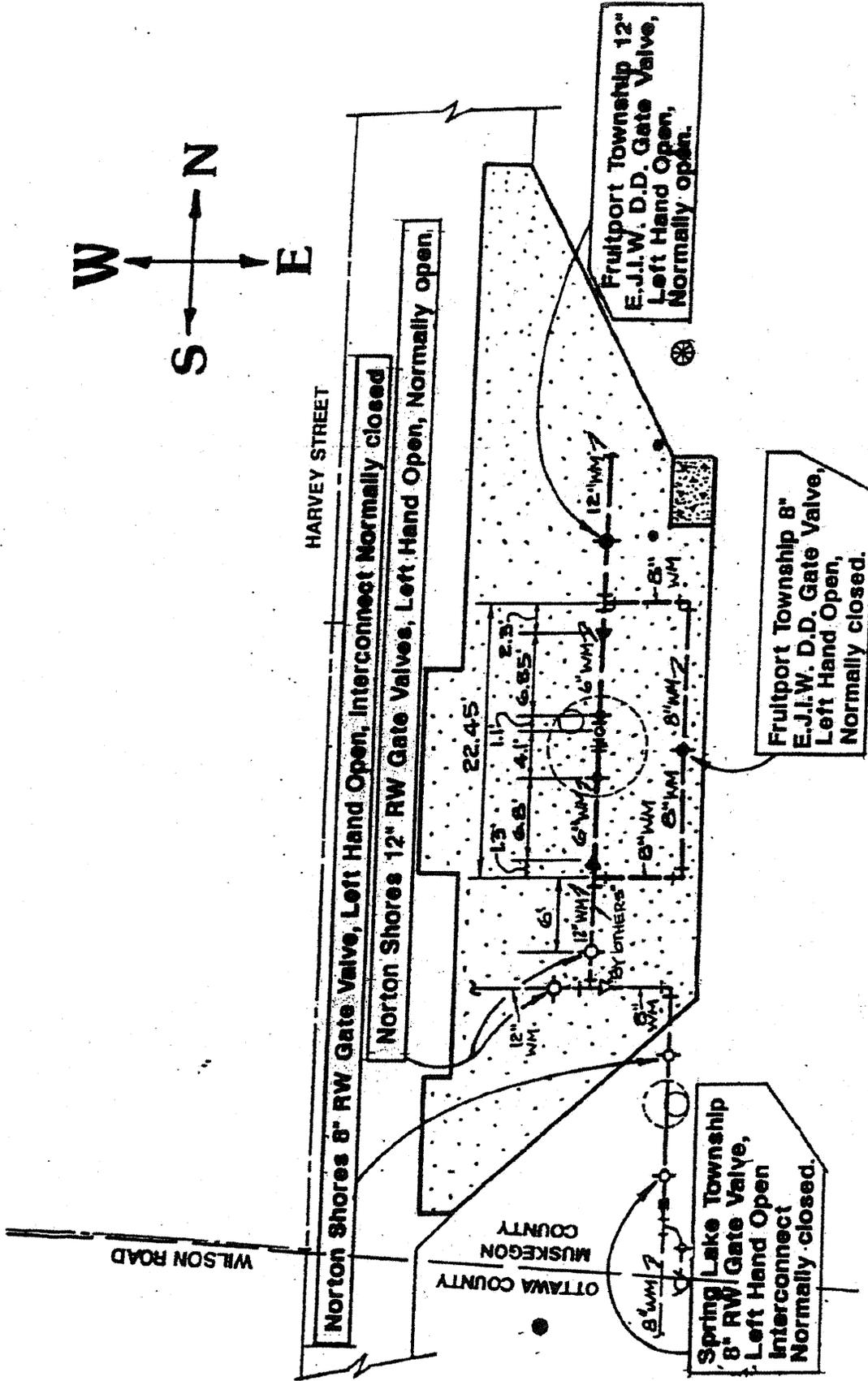
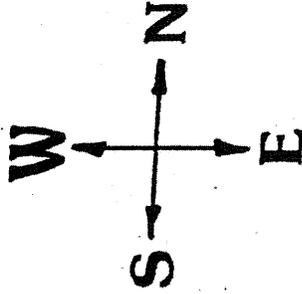
NORTON SHORES
NEW 8" VALVE &
BOX

HYDRANT OPENS RIGHT 18' 12" OPENS LEFT 7' 30"

82' MIDDLE 28.5'
76' MIDDLE 29.5'
71' MIDDLE 31.5'
46 DEPT. PT. SURVEY LINE - R.L.S. IRON

APPLE 28.5'
W. BIRCH 30.5'
U. BIRCH 34.5'

EXHIBIT F



WATER METER CHAMBER
FRUITPORT TOWNSHIP, MUSKEGON COUNTY, MICHIGAN

EXHIBIT G

Muskegon County – Ottawa County Emergency Water Supply Interconnection

Valve Operation Report

1. Reason for opening: _____ Emergency _____ Scheduled Maintenance
/Construction

Explanation: _____

2. Date and time opened: _____

3. Opened by: Name _____ Title _____
Unit of Government _____

Opening authorized by: (if opened by other than designated operator)

Name _____ Title _____
Unit of Government _____

4. Date and time closed: _____

5. Closed by: Name _____ Title _____
Unit of Government _____

6

Remarks: _____

Signature

WATER INTERCONNECTION CONTRACT

THIS CONTRACT, dated for reference purposes as of ~~July~~ December 1, 2019 is by and among the City of Muskegon, a Michigan municipal corporation, whose address is 933 Terrace, Muskegon, Michigan 49440, referred to as "Muskegon"; the City of Norton Shores, a Michigan municipal corporation, whose address is 4814 Henry Street, Norton Shores, Michigan, 49441, referred to as "Norton Shores"; the Charter Township of Fruitport, a Michigan charter township, whose address is 5865 Airline Road, Fruitport, Michigan, 49415, referred to as "Fruitport"; the West Michigan Regional Water Authority, whose address is 4814 Henry Street, Norton Shores, MI 49441, referred to as "WMRWA"; ~~Muskegon County; whose address is 131 E. Apple Ave, 4th Floor, Muskegon, MI 49442;~~ the County of Ottawa, a body corporate created under the provisions of the Michigan Constitution, acting by and through its Board of County Road Commissioners, whose address is ~~P.O. Box 739~~ 14110 Lakeshore Drive, Grand Haven, Michigan, 49417, referred to as "Ottawa County"; the Township of Spring Lake, a Michigan general law township, whose address is 106 S. Buchanan Street, Spring Lake, Michigan 49456, referred to as "Spring Lake Township"; the Village of Spring Lake, Michigan municipal corporation, whose address is 102 West Savidge Street, Spring Lake, Michigan, 49456, referred to as "Spring Lake Village"; the Charter Township of Grand Haven, a Michigan charter township, whose address is 13300 168th Avenue, Grand Haven, Michigan, 49417, referred to as "Grand Haven Township"; the City of Ferrysburg, a Michigan municipal corporation, whose address is 408 Fifth Street, Ferrysburg, Michigan, 49409, referred to as "Ferrysburg"; and the City of Grand Haven, a Michigan municipal corporation, whose address is 519 Washington Avenue, Grand Haven, Michigan, 49417, referred to as "Grand Haven." This Contract is made with reference to the following facts and circumstances:

A. Muskegon, Norton Shores, Fruitport, ~~Muskegon County~~ and WMRWA (collectively referred to as the "Muskegon Parties") own and/or operate water systems (or portions thereof) in Muskegon County, Michigan.

B. Ottawa County, Grand Haven, Spring Lake Township, Spring Lake Village, Ferrysburg, and Grand Haven Township (collectively referred to as the “Northwest Ottawa Parties”) own and/or operate water systems (or portions thereof) in Ottawa County, Michigan.

C. These water systems are adjacent to each other at various points along the common border between Muskegon County and Ottawa County.

D. The parties have previously interconnected the Muskegon Parties water systems and the Northwest Ottawa Parties water systems at five locations on the Ottawa County/Muskegon County boundary line. These locations are designated as Interconnections A, B, C, D, and E respectively, as described on attached Exhibit A. These interconnections, along with any future interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, are referred to collectively as the “Interconnections.”

E. The parties recognize and wish to better plan for the possibility that a water emergency or maintenance or construction of a water system may give rise to circumstances in which a party asks for temporary interconnection of the systems, recognizing that there is no entitlement or right to insist on such interconnection but that the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so would not pose an unacceptable risk to the operation of another water system.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by the parties hereto as follows:

Section 1. General Agreement. The parties agree that the Interconnections shall be governed by the terms and provisions of this Contract.

Section 2. Maintenance of Interconnections. Spring Lake Township shall be responsible for maintaining the valve for the Interconnection A. Spring Lake Township and Fruitport shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to the Interconnection A valve. Spring Lake Township shall provide routine maintenance for the valve (opening it, closing it and inspecting it) without charge. Should the valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be divided equally between

Fruitport and Ottawa County. Ottawa County shall allocate its portion of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For Interconnection B, Spring Lake Township shall be responsible for maintaining the southerly valve, and Fruitport shall be responsible for maintaining the northerly valve. Spring Lake Township and Fruitport shall be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Fruitport shall provide routine maintenance for the southerly valve and the northerly valve, respectively (opening it, closing it, and inspecting it) without charge. Should the southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should the northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Fruitport. Should the pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township, then all costs and expenses of such work shall be divided equally by Fruitport and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For Interconnections C, D, and E, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and Norton Shores shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township and Norton Shores shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Norton Shores shall provide routine maintenance for the southerly valves and northerly valves, respectively (opening them, closing them, and inspecting them) without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should a

northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Norton Shores. Should a pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township and Norton Shores collectively, then all costs and expenses for such work shall be divided equally between Norton Shores and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For future Interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and, depending on the location of the Interconnection, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township, on the one hand, and Norton Shores or Fruitport (depending on the local unit within which the relevant water mains are located) on the other hand, shall each be responsible for maintaining the water mains which lead to these valves. Spring Lake Township shall provide routine maintenance for the southerly valves (opening them, closing them, and inspecting them) and Norton Shores or Fruitport shall provide the same routine maintenance for the northerly valves, all without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should a northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be shared by Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located). Should a pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township and Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located), then all costs and expenses for such work shall be divided equally by Norton Shores or Fruitport (i.e., the local unit within which the

northerly valve of the Interconnection is located) and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

Notification shall be given by personal delivery, by telephone, by facsimile transmission, by e-mail, or by ordinary mail in advance of undertaking maintenance, repair and/or replacement, or construction that may prompt a request to open an Interconnection. For such maintenance, repair and/or replacement, or construction to be performed by Spring Lake Township, Spring Lake Township shall give notice to Muskegon in all cases and, in addition, for Interconnection B, Fruitport, and for Interconnections C, D, and E, Norton Shores. For maintenance, repair and/or replacement, or construction to be performed by Fruitport for Interconnection B, Fruitport shall give notice to Ottawa County and Spring Lake Township. For maintenance, repair and/or replacement, or construction to be performed by Norton Shores for Interconnections C and D, Norton Shores shall give notice to Ottawa County and Spring Lake Township. If possible, notice shall be given at least 3 days in advance of the commencement date of the maintenance, repair and/or replacement, or construction.

Section 3. Use of Interconnections. The Interconnections may be utilized as provided in this Contract in the event of an emergency situation that results in the loss of water supply or threatens the loss of water pressure, quantity, or quality of water service to any or all of the parties (a "Water Emergency"). The Interconnections also may be utilized as provided in this Contract in the event of scheduled maintenance or scheduled construction of the water system of a party.

If any or all of the Northwest Ottawa Parties desire to utilize one or more of the Interconnections, a request shall be made to the Water and Sewer Superintendent of Norton Shores (or his or her designee) or to the Director of Public Utilities of Fruitport (or his or her designee), depending on the location of the Interconnection(s). This request shall be made by Spring Lake Township. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who would be in charge of the Interconnection(s) opening and his/her phone number.

The party to whom the request is made (i.e., either Norton Shores or Fruitport) shall immediately contact the Muskegon Filtration Plant Superintendent (or his or her designee) to discuss the request and either approve or deny the request. (As noted in the preamble to this Contract, the parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a "Valve Operation Report" and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G. If any of the Muskegon Parties desire to use the Interconnection(s), a request shall be made to the Director of Public Works of Spring Lake Township (or his or her designee). This request may be made by any or all of the Muskegon Parties. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who will be in charge of the Interconnection(s) opening and his/her phone number. Spring Lake Township shall immediately contact the Water Facilities Manager of the Northwest Ottawa Water Treatment Plant or his/her designee to discuss the request and either approve or deny the request. (Again, as noted in the preamble to this Contract, the parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a "Valve Operation Report" and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G. Interconnection E will be the preferred interconnection to use if it meets the needs of the parties, as this connection can be metered.

The terms and conditions of this Contract apply only to the use of the Interconnection(s) in the event of a Water Emergency situation, scheduled maintenance, or scheduled construction as described above. This is not a water supply agreement. Use of an Interconnection for any

other reason, including lack of water quantity due to high water demand and/or lack of adequate system infrastructure, is not covered by this Contract. In the event the parties desire to utilize the Interconnection(s) for any other reason(s), the terms of that use and rates charged for water used shall be negotiated separately.

Section 4. Water Usage. If an Interconnection valve is opened, water usage shall be estimated by the party supplying the water, recognizing that both the supplying party and the requesting party (or parties) may need to communicate and exchange information in order to make the estimate as accurate as possible within reason. If Interconnection E is used and the meter is utilized, this meter reading shall be the water usage. Spring Lake Township and Norton Shores or Fruitport Township, depending on the location of the water use, shall have the option to bill its counterpart for this water usage if the party supplying the water so elects. If the water supplier elects to render a billing, the billing shall be at the normal wholesale rate. However, if the emergency interconnection use was found to cause or be a significant factor in causing the supplying treatment plant to incur additional electrical costs due to a peak load condition, then a portion or all of these costs shall be allocated to the party receiving the interconnection water. All billings rendered pursuant to this paragraph shall be paid within thirty (30) days of their date.

Section 5. Risk of Loss and Insurance. Fruitport and the Northwest Ottawa Parties shall have equal responsibility for risk of loss for the valve for Interconnection A and the other Interconnection A facilities exclusive of the water mains leading to Interconnection A. Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shore or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall have sole responsibility for risk of loss to the northerly Interconnection valves for Interconnections B, C, D, and E, respectively, and the Northwest Ottawa Parties shall have sole responsibility for the risk of loss to the southerly Interconnection valves for these Interconnections. The parties may insure the respective Interconnection valves and facilities for which they have responsibility at their own expense.

Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties, respectively,

shall have full responsibility for risk of loss to the water main that each is required to maintain as is provided in Section 2 except that with respect to the water pipelines between the southerly and northerly valves for Interconnections B and C, respectively, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties shall have equal responsibility for risk of loss.

Section 6. Term. This Contract shall be effective as of ~~July~~December 1, 2019, and shall continue until October 31, 2042. The Interconnection Contract between the parties dated December 1, 1981 and May 1, 2003 are revoked, as are all other contracts and agreements which pertain to the Interconnections that are the subject of this Contract, except for the provisions of those Contracts which contemplate performance after termination including, but without limitation, the indemnification provisions.

Section 7. Miscellaneous. Neither this Contract nor any rights under it may be assigned nor may any duty be delegated (except as is provided in this Contract) without the prior written consent of all of the non-assigning or non-delegating parties. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the designated contact persons for the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted by personal delivery, by facsimile transmission, by e-mail, or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated Contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is

unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one Contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and no other person shall have the right to enforce any of the provisions contained herein. All exhibits attached hereto are incorporated herein by reference as though fully stated herein. No amendment, modification or waiver shall be effective unless in writing and signed by all parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnessed as to both signatures by:

CITY OF MUSKEGON

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CITY OF NORTON SHORES

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CHARTER TOWNSHIP OF FRUITPORT

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by: _____ MUSKEGON COUNTY

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

COUNTY OF OTTAWA, by its Board
of County Road Commissioners

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

TOWNSHIP OF SPRING LAKE

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

VILLAGE OF SPRING LAKE

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CHARTER TOWNSHIP OF GRAND
HAVEN

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CITY OF FERRYSBURG

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

CITY OF GRAND HAVEN

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Witnessed as to both signatures by:

WEST MICHIGAN REGIONAL
WATER AUTHORITY

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

RELIASOURCE® DELIVERS DECADES OF PERFORMANCE AND PASSES THE EYE TEST.

Gorman-Rupp is committed to meeting your sewage and wastewater handling requirements. And we now offer a variety of visually-pleasing exterior enclosure solutions.

Modular Above-Ground Enclosure Options

The ReliaSource® modular above-ground lift station represents the long-lasting performance, quality and convenience of the ReliaSource brand...both inside and

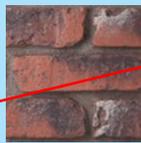
out. Fully customizable and available in a variety of sizes, the modular lift station offers multiple brick enclosure (in addition to the standard enclosures) options including:



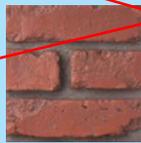
Contempo Baked Clay



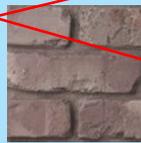
Contempo Spiced Brick



Old Chicago Antique Brick



Old Chicago Baked Clay



Old Chicago Dusky Evening



Old Chicago Merlot Brick



Old Chicago Mocha



Old Chicago Spiced Brick

Standard Enclosure Options

Gorman-Rupp ReliaSource lift station enclosures are manufactured with durable fiberglass for flexural strength and corrosion, mold, mildew and UV resistance. All enclosure

options provide a superior barrier to caustic or acidic atmospheres and offer vandal-resistant security. Enclosures come standard with R12 insulation (optional to R20).



Green



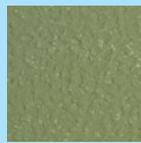
Beige



Gray



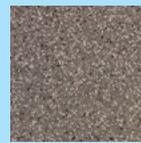
White



Premium Green



Premium Beige



Premium Gray

ReliaSource® Vinyl Wrapped Solutions

Gorman-Rupp's 8x9, 6x6, 6x6T and Above-Ground Submersible Valve Package (ASVP) ReliaSource lift stations are now available with your choice of standard 3M™ vinyl wraps to help your station blend in to the surrounding environment. Each station's wrap is applied

directly to the enclosure surface using a pressure-activated adhesive that stands up to the elements. Custom, high resolution artwork can be submitted for unique applications. Consult factory for details.



Red Brick



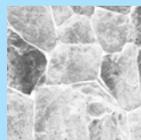
White Brick



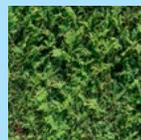
Weathered Red Brick



Stone Wall



Abstract Stone



Cypress Shrub



Forest Camo



RELIASOURCE® LIFT STATION MODELS AND FEATURES



All ReliaSource® packaged lift stations come standard with a five-year warranty.

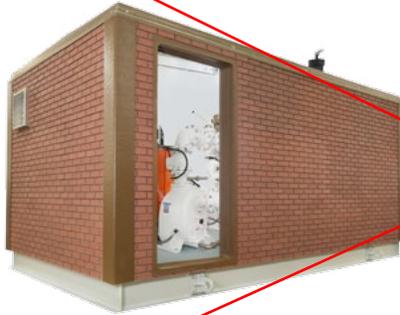
Every ReliaSource® lift station is engineered to accommodate an extensive selection of heavy-duty, solids-handling Gorman-Rupp self-priming or submersible pumps.

ReliaSource® Modular Above-Ground Lift Station

Accommodates Gorman-Rupp T Series® (2" pump size only), Super T Series®, Ultra V Series® or 10 Series® self-priming centrifugal, heavy duty solids-handling pumps.

Specifications:

- Pump Size: 2" (50 mm)*, 3" (75 mm), 4" (100 mm), 6" (150 mm), 8" (200 mm), 10" (250 mm), 12" (300 mm)
- Max. Capacity: 5200 GPM (328.1 lps)
- Max. Solids: 3" (76.2 mm)
- Max. Head: 320' (97.5 m)
- Max Temperature: 160°F (71°C)
- Motor – Voltage: 200 V 3P, 230 V 1P, 230 V 3P, 460 V 3P
- Motor – Cycles: 60 Hz
- Horsepower: 2 HP to 150 HP



ReliaSource® 8x9 Above-Ground Lift Station

Accommodates Gorman-Rupp Super T Series® or Ultra V Series® self-priming centrifugal, heavy duty solids-handling pumps

Specifications:

- Pump Size: 3" (75 mm), 4" (100 mm), 6" (150 mm), 8" (200 mm)
- Max. Capacity: 2600 GPM (164.0 lps)
- Max. Head: 160' (48.8 m)
- Max. Solids: 3" (76.2 mm)
- Max Temperature: 160°F (71°C)
- Motor – Voltage: 200 V 3P, 230 V 1P, 230 V 3P, 460 V 3P
- Motor – Cycles: 60 Hz
- Horsepower: 2 HP to 60 HP



Several ReliaSource® lift stations are available with custom vinyl wraps to blend in with the surrounding environment.



RELIASOURCE® LIFT STATIONS

Every ReliaSource® lift station is engineered to accommodate an extensive selection of heavy-duty, solids-handling Gorman-Rupp self-priming or submersible pumps.

Above- and below-ground stations feature robust NEMA controls, corrosion-, weather-, and vandal-resistant fiberglass enclosures, and easy access for maintenance and service. Every ReliaSource® lift station is fully customizable, and your knowledgeable Gorman-Rupp distributor can help specify the right equipment for your job.

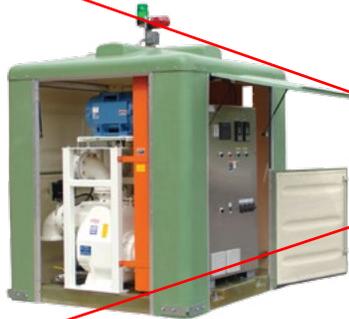


ReliaSource® 8x12 Above-Ground Lift Station

Accommodates Gorman-Rupp Super T Series®, Ultra V Series® or VS Series self-priming centrifugal, heavy duty solids-handling pumps.

Specifications:

- Pump Size: 3" (75 mm), 4" (100 mm), 6" (150 mm), 8" (200 mm)
- Max Capacity: 2600 GPM (164.0 lps)
- Max Head: 320' (97.5 m)
- Max Solids: 3" (76.2 mm)
- Max Temperature: 160°F (71°C)
- Motor – Voltage: 200 V 3P, 230 V 1P, 230 V 3P, 460 V 3P
- Motor – Cycles: 60 Hz
- Horsepower: 2 HP to 100 HP



ReliaSource® 6x6T Above-Ground Lift Station

Accommodates two Gorman-Rupp Super T Series® or Ultra V Series® self-priming pumps.

Specifications:

- Pump Size: 3" (75 mm), 4" (100 mm), 6" (150 mm)
- Max Capacity: 1475 GPM (93.1 lps)
- Max Head: 160' (48.8 m)
- Max Solids: 3" (76.2 mm)
- Max Temperature: 160°F (71°C)
- Motor – Voltage: 200 V 3P, 230 V 1P, 230 V 3P, 460 V 3P
- Motor – Cycles: 60 Hz
- Horsepower: 5 HP to 50 HP



ReliaSource® 6x6 Above-Ground Lift Station

Accommodates two Gorman-Rupp T Series® (2" pump size only), Super T Series® or Ultra V Series® self-priming pumps.

Specifications:

- Pump Size: 2" (50 mm), 3" (75 mm), 4" (100 mm), 6" (150 mm)
- Max Capacity: 1300 GPM (82.0 lps)
- Max Head: 150' (45.7 m)
- Max Solids: 3" (76.2 mm)
- Max Temperature: 160°F (71°C)
- Motor – Voltage: 200 V 3P, 230 V 1P, 230 V 3P, 460 V 3P
- Motor – Cycles: 60 Hz
- Horsepower: 2 HP to 25 HP



Empowering Business. Building Community. Village of Spring Lake
Established in 1899

OCT 07 2019

Received

October 2, 2019

Chris Burns
Village of Spring Lake
102 W. Savidge St
Spring Lake, MI 49456

Subject: Q3 2019 Economic Development Activity

Chris,

Below is a quarterly summary of how I have supported the Village of Spring Lake's Economic Development efforts:

Publications issued:

- Manufacturing Matters – July 2019
- Manufacturing Matters – September 2019
- Business Intelligence Report with Lakeshore Advantage – September 2019

Events / Meetings:

- HR Roundtable – July 2019
- Manufacturers Roundtable – July 2019
- Manufacturers Roundtable – September 2019
- Region 4 Economic Developers Collaboration Meeting – August 2019
- Attended Advanced Manufacturing Expo – August 2019
- PTAC Connections – September 2019
- SBA Connections – August 2019
- MyBareFoot Wedding Property choices – July 2019
- Epicurean Village Ground Breaking – July 2019
- Redevelopment Ready quarterly report – July 2019
- Monthly Redevelopment Ready meeting & action items – August 2019
- Monthly Redevelopment Ready meeting & action items – September 2019
- ARM & MEDC incentive meeting – September 2019

The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg
Economic Development | Training Connections | Business & Education Partnerships

One South Harbor Drive, Grand Haven, MI 49417 | p 616.842.4910 | f 616.842.0379 | grandhavenchamber.org



Miscellaneous:

- Shared EGLE Grand Opportunity for Invasive Species
- Shared Tire Cleanup Grant Opportunity
- Core Community Legislation
- Demographics for out of towners

Please keep in mind that Nancy Manglos Joy Gaasch also engage with Economic Development activities, and the above items do not consider any of their activities for the quarter. Please let me know if you have specific questions or concerns with any company in the area that I should address.

Thank you,

A handwritten signature in blue ink, appearing to read 'Elizabeth Butler', is written in a cursive style.

Elizabeth Butler

Director of Economic Development Strategic Directions



Empowering Business. Building Community.
Established in 1899

October 3, 2019

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

Dear Chris,

It has been our pleasure to provide economic development services to the Village of Spring Lake for the last three years and more. As we have come up on the end of the three-year contract covering 2016 - 2019 time period, we would like to present you with the new contract for our economic development services beginning October 1, 2019 and expiring September 30, 2022 with the Village of Spring Lake, as well as the worksheet showing the calculations used to determine the amount of the contract. I will be making a presentation to the Village Council on in the near future to review the past contract year and changes in the new contract.

We have enclosed two copies of the October 1, 2019 through September 30, 2022 contract, and should the Council be prepared to sign the contract at this time, we ask that you sign the two enclosed contracts and return them to our office. Upon return receipt; we will sign them and return an original to you for your files.

Cordially,


Joy Gaasch
President


Elizabeth Butler
Director of Economic Development
Strategic Directions

Encl. (2)

The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg
Economic Development | Training Connections | Business & Education Partnerships

One South Harbor Drive, Grand Haven, MI 49417 | p 616.842.4910 | f 616.842.0379 | grandhavenchamber.org

VILLAGE OF SPRING LAKE ECONOMIC DEVELOPMENT SERVICES CONTRACT

THIS CONTRACT, dated for reference purposes as of October 1, 2019 is by and among the **Chamber of Commerce of Grand Haven, Spring Lake and Ferrysburg** (The Chamber) , a Michigan nonprofit corporation, whose address is One South Harbor, P.O. Box 509, Grand Haven, Michigan 49417-0509, and **The Village of Spring Lake**, a Michigan municipal corporation, whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 (referred to individually as a "Governmental Unit"), and is made with reference to the following facts and circumstances:

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

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

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

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

or by either party after ninety (90) days prior written notice to the other. Reason for a unilateral termination may include any of the following:

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

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

8. Effective Date. This Contract shall be effective on October 1, 2019.

9. Miscellaneous. This Contract and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All notices and other documents to be serviced or transmitted hereunder

Village of Spring Lake
Michigan Municipal Corporation

Witness

By: _____

Its: Village of Spring Lake President

By: _____

Its: Village of Spring Lake Clerk

Dated: _____, 2019

* 2019-20 = \$6,000.00



2019 Economic Development Contract Review

August 2019

	<u>Taxable Value</u>	<u>Residential</u>	<u>Non-Residential</u>	<u>Population</u>	<u>Average</u>	<u>Previous</u>
City of Grand Haven	\$572,075,331	\$254,599,443	\$317,475,888	11,103	26%	30%
Grand Haven Twp	\$802,254,708	\$573,106,181	\$229,148,527	17,623	34%	31%
Spring Lake Village	\$132,926,577	\$ 79,528,461	\$ 53,398,116	2,550	6%	6%
Spring Lake Twp	\$634,296,675	\$470,621,361	\$ 163,673,314	15,090	27%	25%
Ferrysburg	\$180,839,299	\$117,695,802	\$ 63,143,497	3,004	7%	7%
	\$2,322,392,590	\$1,495,551,248	\$826,841,342	49,370	100%	100%

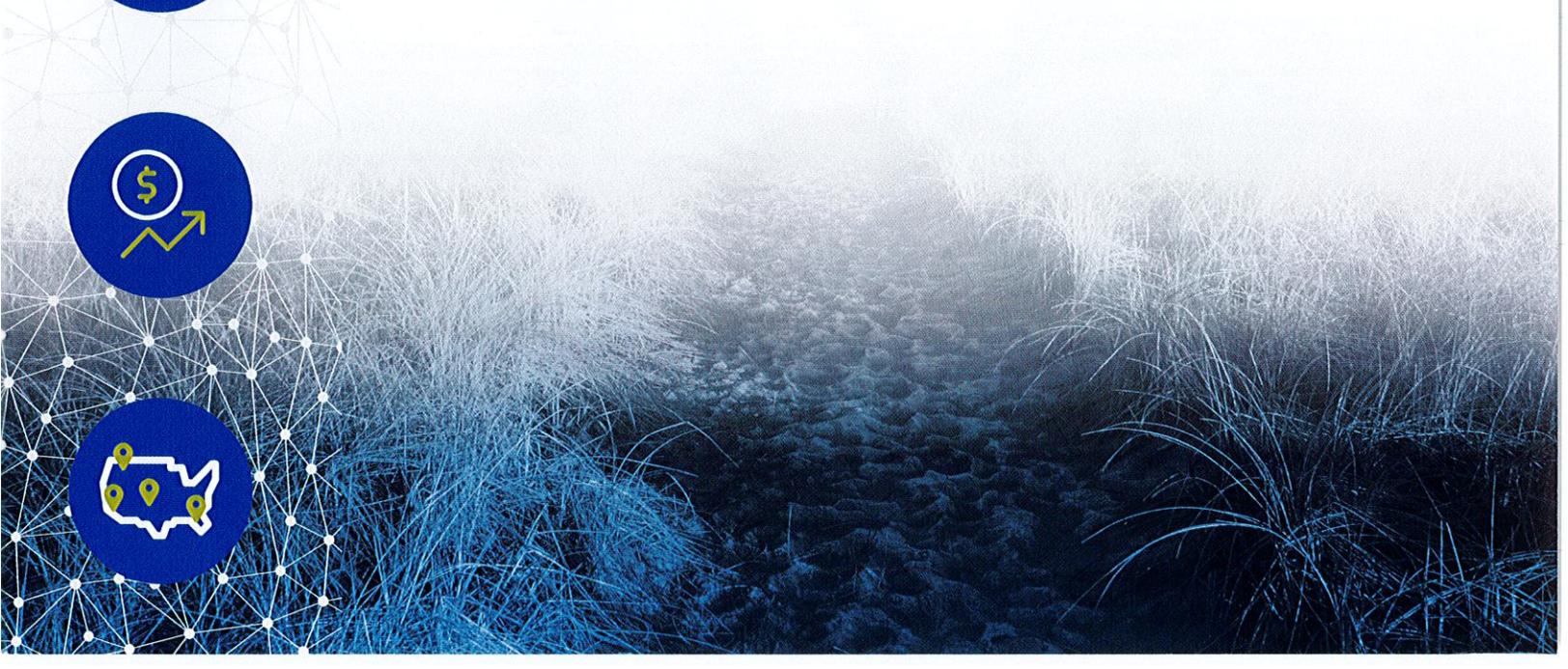




2019

West Michigan Lakeshore Region Economic Update

ALLEGAN AND OTTAWA COUNTIES



Lakeshore Advantage and partnering organizations interview over 120 local executives each year to understand growth opportunities and obstacles to growth in Allegan and Ottawa counties. This report includes the analysis of interview responses from June 2018 through May 2019 and other data to show key points about **the economic health of area employers and the region** as a place to do business.

OF THOSE INTERVIEWED



22%
have facilities outside the country.



28%
have facilities in other states.



73%
report plans to expand in the next three years.

2017: **73%** 2018: **69%**

Of those planning to expand, respondents report a possible average of:



25
new jobs per potential expansion.



\$7M
average potential investment.

AREAS OF GROWTH

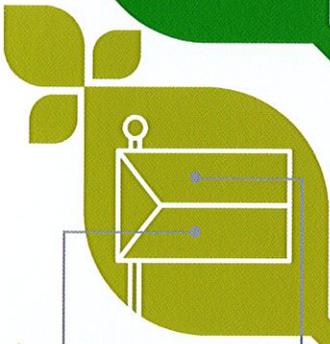
Local companies report growth in these areas:



69%
reported that market share of key product was increasing.



89%
reported increasing or stable sales.



Number of respondents who reported some international sales grew

12%
over the past three years.

Of those who reported international sales:

48%
international sales account for **1-20%** of total sales.

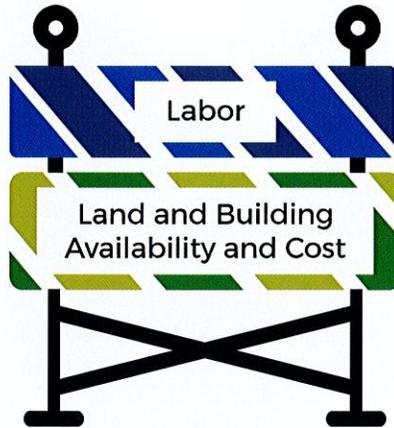
52%
international sales account for **20-100%** of total sales.



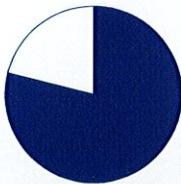
1-in-3
companies anticipate negative impacts from tariffs.

BARRIERS TO GROWTH

The top reported barriers to growth in Allegan and Ottawa counties were **Labor** (first) and **Land and Building Availability and Cost** (second).



1.3% Q1 2019 Industrial Vacancy Rate for West Michigan*



79% of respondents reported experiencing **recruitment issues**.
Down from 81% in 2018.

Hardest Positions to Fill **

- Engineers (mechanical, electrical, software)
- Skilled Trades (maintenance/technician, electrician, tool & die)
- Material Handling & Planning
- Operator/Assembly

Job growth outpaced the national growth rate by

3.2% ****

2.9%

Unemployment Rate (2018)****

Fastest Growing Counties in Michigan 2010-2018 Growth Rate***

10.1%

Ottawa County (#1)

5.31%

Allegan County (#7)

Sources: *Colliers International, West MI Research & Forecast Report

**Talent Pipeline Management Employer Survey (2018)

*** U.S. Census Bureau

****EMSI - Economic Modeling

COMMUNITY SERVICES

Executives were asked to rate the **quality of 25 services** provided by the community on a **scale of 1 to 7**.



6.5

Fire/police/ambulance

6.3

Chamber of Commerce

6.1

Community amenities

Schools (K-12)

Colleges and universities

6.0

Health care

5.3

Property tax assessment

5.0

Child care

4.8

Housing

Local streets and roads

4.5

Highways (state & federal)

4.3

Public transportation

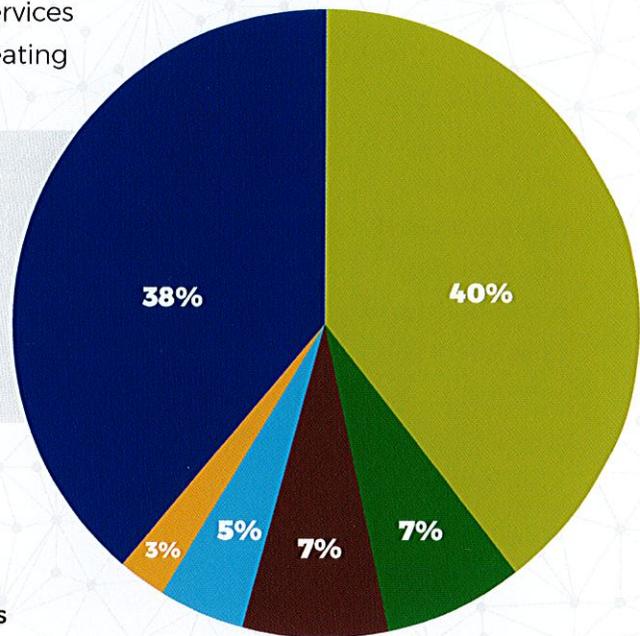


WHY MANUFACTURING MATTERS

A **Primary Employer** exports goods and services out of the region, returning wealth and creating good jobs in the community.

TOTAL GROSS REGIONAL PRODUCT 2018

- Manufacturing (\$8.22B)
- Wholesale Trade (\$1.54B)
- Government (\$1.53B)
- Retail Trade (\$947.68M)
- Agribusiness (\$507.51M)
- Other (~\$8.6B)



Manufacturing jobs **pay 35% higher wages** than average jobs in the region.

\$76.3K

Average Manufacturing Earnings Per Worker (2018)

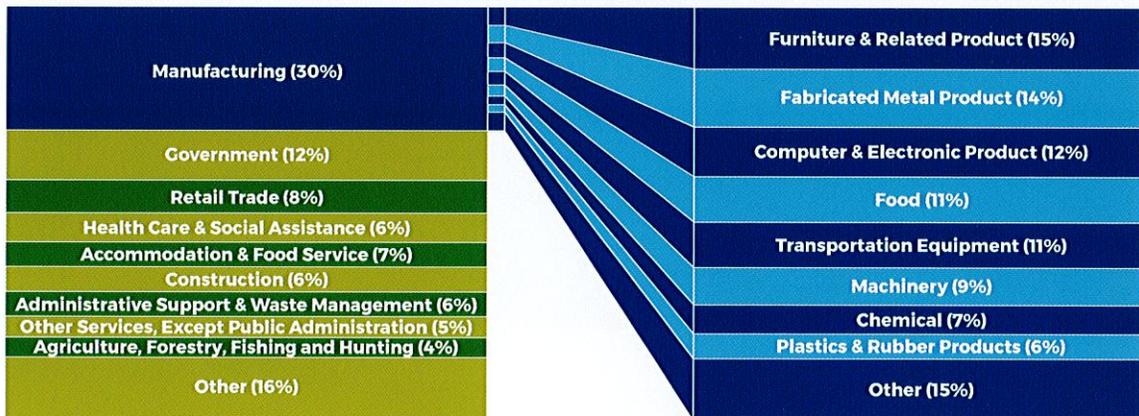
Source: EMSI

\$56.7K

Average Earnings Per Worker Across All Jobs (2018)

MANUFACTURING PROFILE

The largest industries in Allegan and Ottawa counties by employee count.



Source: Michigan Department of Labor and Economic Growth, Bureau of Labor Market Information and Strategic Initiatives

WHAT OTHERS ARE SAYING ABOUT OUR REGION

Happiest Seaside Town in America
Coastal Living



Top "Superstar" Metro Areas Nationwide
Reuters



Best Small City to Start a Business, 4 Years in a Row (Holland)
wallethub.com



Fastest Growing Economies in the U.S.
Forbes

Most Popular Market for Millennials, Best Places to Live
US News & World Report

Research conducted in partnership with



Report analysis provided by



www.lakeshoreadvantage.com
West Michigan's Business Advantage

NORTHWEST OTTAWA COUNTY LEAF PROCESSING SERVICES CONTRACT

THIS CONTRACT, dated for reference purposes as of October 1, 2019 is by and between VERPLANK DOCK CO., a Michigan corporation, whose address is PO Box 8, Ferrysburg, Michigan, 49409, and the VILLAGE OF SPRING LAKE, a Michigan Municipal Corporation, whose address is 102 W. Savidge, Spring Lake, Michigan 49456 (referred to individually as a "Governmental Unit"), and is made with reference to the following facts and circumstances:

Verplank Dock Co. will provide the necessary labor, land space and equipment to shred leaves supplied by the Governmental Unit to be incorporated in bottoms up topsoil.

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

1. General Agreement. The Governmental Unit hereby contracts with VERPLANK DOCK CO. to provide leaf processing services to the Governmental Unit for a term of five years. This contract may be renewed by mutual written agreement of all of the parties for an additional term or terms, the duration of which shall be specified in such agreement.

2. Payment for Services. In payment of the services to be provided pursuant to this Contract, the Governmental Unit shall pay four thousand dollars (\$4,000.00) for year one; four thousand two hundred dollars (\$4,200.00) for year two; four thousand four hundred dollars (\$4,400.00) for year three; four thousand six hundred (\$4,600.00) for year four; and four thousand eight hundred dollars (\$4,800.00) for year five.

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

City of Ferrysburg	20%
City of Grand Haven	20%
Grand Haven Charter Township	20%
Spring Lake Township	20%
Village of Spring Lake	20%

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

3. Termination. This Contract may be terminated at any time by mutual agreement or by either party, upon ninety (90) days' prior written notice to the other, in the event the other party fails or refuses to perform any of its duties and responsibilities under the Contract. However, if the event or failure to perform can be remedied within ninety (90) days after notice, then the notice shall be null and void if the failure is in fact remedied within such ninety (90) day time period. Notwithstanding the termination of this Contract, all parties shall be required to carry out any provisions, which contemplate performance subsequent to termination.

4. Effective Date. This Contract shall be effective on October 1, 2019.

5. Miscellaneous. This Contract and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All notices and other documents to be serviced or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall

be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of the Contract. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract.

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

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

Signed in presence of:

VERPLANK DOCK CO.,
A Michigan corporation

By: Joseph P. Burns
Its: CEO

Dated: 10-2, 2019

VILLAGE OF SPRING LAKE
Michigan Municipal Corporation

By: _____
Its: _____

By: _____
Its: _____

Dated: _____, 2019



October 8, 2019

Mr. Eric Kaelin
Tri-Cities Broadcasting Foundation Inc. 103.5 WAWL-LP
1097 Jackson St, Ste C
Grand Haven, MI 49417

Dear Eric:

Grand Haven Charter Township, Spring Lake Township, the Village of Spring Lake and the City of Grand Haven are Franchise Entities pursuant to our mutual Uniform Video Service Local Franchise Agreements with Charter Communications. Pursuant to Section VII of those agreements, we have joint access to Public, Educational and Government (PEG) channels on the video service lineup.

We currently have no programming appearing on those channels (channels 187, 188 and 189, respectively), and we hereby authorize you and WAWL to provide local origination programming on all three channels.

Thank you for offering to provide this service to the subscribers of Charter Cable.

Sincerely,

Mark Reenders, Supervisor
Grand Haven Charter Township

John Nash, Supervisor
Spring Lake Township

Mark Powers, President
Village of Spring Lake

Geri McCaleb, Mayor
City of Grand Haven

PM:maa



FEMA

September 27, 2019

Mark Powers
Village President
102 West Savidge Street
Spring Lake, Michigan 49456

Prelim-EAP
Community Name: Village of Spring Lake,
Ottawa County,
Michigan
Community No.: 260282

Re: National Flood Insurance Program (NFIP)
Preliminary Flood Insurance Study and Flood Insurance Rate Map

Dear Mr. Powers:

We are pleased to present your community with Preliminary copies of the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Ottawa County, Michigan (All Jurisdictions) for your review and comment. This preliminary version of the FIRM and FIS report incorporates updated flood hazard information for Lake Michigan and its tributaries as a result of the Great Lakes Coastal Flood Study (GLCFS). We have revised only those FIRM panels with updated flood hazard information.

We are sending the Preliminary copies at this time to give your community an opportunity to review them. Additionally, in an effort to assist you in circulating the information, FEMA has posted digital copies of the revised FIRM and FIS report materials to the following Website:

<https://www.fema.gov/preliminaryfloodhazarddata>

We will contact you shortly to schedule a formal community coordination meeting (a "Consultation Coordination Officer [CCO]" Meeting) to discuss the revised flood hazard information, ordinance adoption, and other frequently asked questions and concerns. In the meantime, we encourage you to circulate the enclosed copies as widely as possible among elected officials, staff, and other individuals or organizations in the community that would have an interest in the FIRM and FIS report so that they will have the opportunity to review them thoroughly before the formal community coordination meeting. The review period provides community officials and citizens in the affected communities with an opportunity to identify changes or corrections to non-technical information, such as corporate limits, road names, and stream names on the FIRM or in the FIS report. Comments may be sent to Todd Saurer, STARRII at 1500 Lake Shore Drive, Suite 100, Columbus, Ohio 43204-3800 or by email at Todd.Saurer@stantec.com. Please submit comments (digital format such as shapefiles preferred) no later than 30 days from the date of this letter. All comments and changes received during this review period will be incorporated, as appropriate, before the FIRM and FIS report become effective.

our FEMA Regional Office or you may discuss those issues with your State NFIP Coordinator. Several months before the effective date, we will mail one set of printed copies of the finalized FIRM and FIS report and digital copies of the map and report products.

Your community's comments on the Preliminary FIRM panels and FIS report are an important part of our review process, and we will consider them carefully before we publish the FIRM and FIS report in their final form. If you have any questions regarding the Preliminary copies of the FIRM and FIS report, please contact Todd Saurer, STARRII at (614) 486-4383 or by email at Todd.Saurer@stantec.com. If you have general questions about mapping issues, please call our FEMA Map Information eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or e-mail our FMIX staff at FEMAMapSpecialist@riskmapcds.com.

Sincerely,



Mary Beth Caruso
Director, Mitigation Division
FEMA Region V

Enclosures:

Preliminary Flood Insurance Rate Map panels
Preliminary Flood Insurance Study report
Preliminary Summary of Map Actions

cc: Lukas Hill, Zoning Administrator, Village of Spring Lake
Joe Bush, Ottawa County Drain Commissioner
Matt Occhipinti, State NFIP Coordinator, Michigan Department of Environment, Great Lakes,
and Energy
Ken Hinterlong, Regional Engineer, FEMA Region V
Mollie Rosario, Floodplain Management, FEMA Region V



Village of Spring Lake Applications for Appointment To Boards and Commissions

The Village of Spring Lake has several board and commission positions with terms which will be expiring soon. Spring Lake residents (you must be a registered voter in the Village) who wish to be considered for appointment to one of these positions are invited to submit an Application for Appointment Form to the Spring Lake Village Clerk, 102 W. Savidge, Spring Lake, MI 49456. Forms are available at Village Hall, by calling 842-1393, or at www.springlakevillage.org.

Planning Commission: 1 position expiring November, 2022. The Planning Commission focuses on land use issues, maintains a Land Use Plan, and reviews and recommends Zoning Ordinance regulations, changes, applications for zoning district changes, development plans, site plans, and special uses.

Parks & Recreation Commission/Tree Board: 3 positions expiring November, 2022. The Recreation Commission advises the Village Council regarding recreation facilities, and maintains a Parks and Recreation Plan which addresses community needs. The Tree Board contemplates aspects of the Village's forestry program, including the budget associated with forestry operations.

Downtown Development Authority – 1 position expiring November, 2022. The DDA makes recommendations regarding the DDA budget, the TIF plan and approves façade grant applications.

Historic Conservation District Commission – 4 positions available with various expirations. This Commission is responsible for all aspects of protecting the historic integrity of the Village per Chapter 42 of the Village's Code of Ordinances.

Applications are due by 5:00 p.m., November 7, 2019. For more information, please contact Marv Hinga at 842-1393.



616.842.4499

visitgrandhaven.com

October 2019 | Events Newsletter

Pumpkin Train

Saturdays, October 5, 12, 19, 26 | 11am & 1:30pm

Sundays, October 6, 13, 20, 27 | 1pm & 3pm

Coopersville & Marne Railway

2060 Berlin Fair Dr., Marne

coopersvilleandmarne.org

A cast of wacky characters love to sing and dance for you. Each paid child's ticket includes a free, locally grown pumpkin that the kids can pick from the pumpkin patch at the end of the ride. Children under 2 years ride free and also get a small size pumpkin.

Vander Fest 2019

Saturday, October 5 | 4pm - 10pm

Vander Mill

14921 Cleveland St., Spring Lake

vandermill.com

Get a taste of local foods, ciders, brews, and donuts at this event presented by the Michigan Cider Association! There will be live music by DJ Nick Awesome and Social Bones, too. Tickets for the fest range in price from \$10-\$35, which include a commemorative glass, 8 drink tokens, and entertainment.

Live with Friends III Autumn Concert

Sunday, October 13 | 2pm - 3pm

Loutit District Library

407 Columbus Ave., Grand Haven

loutitlibrary.org

The talented Boardwalk Brass of Grand Haven — a brass band composed of West Michigan musicians who specialize in a wide range of tunes — will be performing a free concert as a part of the Sunday Afternoon Concert Series.

Haunted Museum

Saturday, October 19 | 1pm - 5pm

Tri-Cities Historical Museum

200 Washington Ave., Grand Haven

tri-citiesmuseum.org

Want to get spooked? Stop by the Tri-Cities Historical Museum and enjoy learning how Halloween was once celebrated. This event includes: limited Halloween-decorated exhibits, special performances, and the opportunity to get some candy. Admission is free and Halloween costumes are encouraged!

Halloween Un-Haunted Hike

Saturday, October 26 | 2:30pm - 4:30pm

Hemlock Crossing - Nature Education Center

8115 West Olive Rd., West Olive

miottawa.org

If you like costumes, cider, and cute critters, this family-friendly hike is the perfect way for you to embrace the fall season! This event is \$3 per person, which includes various activities long the hike's trail as well as a pumpkin to take home.

Downtown Grand Haven Trick-or-Treating

Thursday, October 31 | 4pm - 6pm

Washington Ave., Grand Haven

grkids.com

Prior to traditional neighborhood trick-or-treating that starts at 6pm in Grand Haven, fill up your bags, pillow cases, or whatever you desire with candy provided by local businesses downtown! This free event will take place within the first three blocks of Washington Ave. and is a great way to explore the area while filling up on your favorite Halloween goodies, making it fun for both parents and kids.

Downtown Spring Lake Trick-or-Treating

Thursday, October 31 | 4pm - 6pm

Village of Spring Lake

visitgrandhaven.com

Enjoy Halloween and explore downtown Spring Lake by filling up your bags with candy from local businesses!

Grand Haven Farmer's Market

Wednesdays & Saturdays | 8am - 1pm

Chinook Pier

301 N. Harbor Dr., Grand Haven

grandhavenchamber.org

Enjoy garden fresh seasonal produce, flowers, plants, baked goods and so much more under the green canopy next to Chinook Pier. The Farmer's Market ends for the season at the end of the month.

Spring Lake Farmer's Market

Thursdays | 9am - 2pm

Harvest Bible Chapel Parking Lot

100 - 300 Washington Ave.

downtowngh.com

Explore this open air market featuring seasonal produce, fresh flowers and plants, breads, garden items and more. The Farmer's Market ends on October 10th, so don't miss your chance to check it out!

Get Social With



@VisitGrandHaven #VisitGrandHaven

NOTE: Event dates & times are subject to change. Please call to confirm or to obtain event details.

For a complete calendar of events, go to www.visitgrandhaven.com or call 616.842.4499.

Ongoing Activities

See our website @VisitGrandHaven.com
for a full list of upcoming activities & events!

Ottawa County Parks Programs (616) 738-4810 miottawa.org/parks

Nature Education Center
8115 West Olive Rd., West Olive
(616) 786-4847, miottawa.org/parks
Tuesday - Saturday | 9am - 5pm
Sunday | Noon - 5pm

Birding Walk @ Ottawa Sands Sat., Oct. 5
9am - 11am

Colors by Kayak @ Hemlock Crossing Thurs., Oct. 12
9:30am - 1:30pm

Photograph Like the Pros @ Hemlock Crossing Sat., Oct. 19
10am - 3pm

Vinyl Night Wednesdays @ Grand Armory
Every Wednesday at 7:30pm
17 S. 2nd St., Grand Haven
grandarmorybrewing.com, (616) 414-7822
DJ Donz will be spinning his favorites and you're welcome to bring your favorite records.

The Creative Fringe
Jewelry making classes
117 Washington Ave., Grand Haven
thecreativefringe.com, (616) 296-0020

SilverFire Studios
Metal, clay, and glass fusing classes
41 Washington Ave., Ste. 387, Grand Haven
silverfirestudios.com, (616) 402-3145

Visitors Center
225 Franklin Ave., Grand Haven
(616) 842 - 4499
visitgrandhaven.com

Monday-Friday: 9am-5pm
Closed Weekends & Holidays

Fall Activities

Bethke Farms
U Pick Pumpkin Patch, Corn Maze and Hayrides
12124 136th Ave, Grand Haven
bethkefarms.com, (616) 846-8986

Gavin Orchards - Apples
16495 40th Ave, Coopersville
gavinorchards.com, (616) 837-6472

Green Acres Farm Market
15971 Lake Michigan Dr, West Olive
facebook.com/thegreenacres/, (616) 846-9099

Folk Music Jam Night
First & Third Tuesday, 6 - 9pm
Coopersville Farm Museum - 375 Main St.
coopersvillefarmmuseum.org, (616) 997-8555
Come perform, jam along, or sit back and enjoy the music. Acoustics only. \$4 admission

Trivia Night at Odd Side Ales
Every Tuesday at 7:30pm
Free trivia competition for cash prizes.
41 Washington Ave., Grand Haven

Studio JSD
Metalsmithing classes, jewelry fabrication & more
219 N. 7th St., Suite 4, Grand Haven
studiojsd.com, (616) 607-2470

Seven Steps Up Live Music & Event Venue (231) 557-7687 sevenstepsup.com

Pin Drop Concerts 2019
116 S. Jackson St., Spring Lake

Seth Glier With King Margo Tues., Oct. 9
7:30pm

Tyrone Wells Thurs., Oct. 17
7:30pm

Daniel Champagne Thurs., Oct. 31
8pm

Cooking Classes
Artisan of Grand Haven
1322 Washington Ave., Grand Haven
artisanofgrandhaven.com, (616) 296-9200
Offering great classes for those who want to learn to cook like the pros or just get more comfortable in their own kitchen. Visit website for more info on "Dinner and a Chef," "Dinner and a Demo," booking a private event, and more!

Armory Art Center
Art classes & workshops
17 S. 2nd St., Grand Haven
armoryartcenter.com, (616) 402-6979

Dreese Fine Art & Framing
Painting Parties
8 N. Ferry, Grand Haven
dreesefineart.com, (616) 402-4868

Wine, Beer & Hard Cider Tasting

12 Corners Winery
Wine Tastings Daily
Wednesday & Thursday | Noon-6pm
Friday & Saturday | 1pm-7pm
Sunday | Noon-5pm
41 Washington, Suite 144, Grand Haven
12corners.com, (616) 414-7070

Odd Side Ales
Brewery
Sunday | Noon-8pm
Monday-Thursday | Noon-10pm
Friday & Saturday | Noon-12am
41 Washington Ave., Grand Haven
oddsidaales.com, (616) 935-7326

Grand Armory Brewing
Brewery
Monday-Thursday | 3pm-10pm
Friday | Noon-12am
Saturday | Noon-12am
Sunday | Noon-8pm
17 S. 2nd St., Grand Haven
grandarmorybrewing.com, (616) 414-7822

Lemon Creek Winery Tasting Room
Wine Tastings Daily
Monday-Saturday | Noon-7pm
Sundays | 12pm-5pm
327 N. Beacon Blvd., Grand Haven
lemoncreekwinery.com, (616) 844-1709

Old Boys' Brewhouse
Brewery & Restaurant
Sunday | Noon-8pm
Monday-Thursday | 11:30am-10pm
Friday & Saturday | 11:30am-12am
971 W. Savidge St., Spring Lake
oldboysbrewhouse.com, (616) 850-9950

Vander Mill
Daily Hard Cider Tastings
Wednesday & Thursday | 2pm-9pm
Friday | 2pm-10pm
Saturday | 11am-10pm
Sunday Brunch | 10am-2pm
14921 Cleveland St., Spring Lake
vandermill.com, (616) 842-4337

Farmhaus Cider Co.
Cider Tasting
Thursday, 4pm-9pm | Friday, 4pm-10pm
Saturday 2-10pm | Sunday 1-6pm
5025 Stanton St., Hudsonville, MI 49426
farmhauscider.com (616) 920-1867

Trail Point Brewing Company
Brewery
Sunday | 1pm-8pm
Monday-Thursday | 3pm-10pm
Friday & Saturday | Noon-12am
6035 Lake Michigan Dr., Allendale
trailpointbrewing.com, (616) 895-2739


Grand Haven
AREA
CONVENTION & VISITORS BUREAU



Spring Lake District Library Calendar of Events

October 2019



Sun	Mon	Tue	Wed	Thu	Fri	Sat
 eMagazines & audiobooks at sllib.org	Census Jobs Application Help: Oct. 1 10 am-2 pm Oct. 15 4 pm-8 pm Oct. 28 2 pm-6pm	1 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime 2 pm Candy Corn Button Craft for adults; pre-registration required	2 10:30 am Mermaid Storytime with Molly the Mermaid 4-5 pm LEGO Block Party	3 10:30 am Preschool Storytime: <i>Shapes</i>	4 10:30 am Preschool Storytime: <i>Shapes</i>	5  Instagram @springlakedistrictlibrary
6 Sunday hours 2-5 pm	7 Call 616.846.5770 or visit sllib.org for info on hours, services or programs	8 9:45 am Little Movers Storytime 11 am Baby Bounce 5:15 pm Kids Photo Club; pre-register please 6:30 pm Teen Photo Club; pre-register please	9 9:30 or 10:45 am OAISD Play 'n Learn ages 0-5 7 pm Ottawa County Cold Cases with Detective Sara Fillman	10 10:30 am Preschool Storytime: <i>Airplanes</i> 4 pm Full STEAM Ahead: Button Making	11 10:30 am Preschool Storytime: <i>Airplanes</i>	12
13 Sunday hours 2-5 pm	 Facebook.com/SpringLakeDistrictLibrary	15 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime 3 pm Stuffed Animal Storytime	16 9:30 am OAISD Play 'n Learn, ages 0-2 7 pm UFOs Over Michigan	17 10 am-Noon On the Spot Flu Shots 10:30 am Preschool Storytime: <i>Dinosaurs</i> 4 pm SLDL Friends Book Club	18 10:30 am Preschool Storytime: <i>Dinosaurs</i>	19 Reserve the Date! Tues., Oct. 22 from 7-9 pm Meet author Wade Rouse at the Tri-Cities Historical Museum
20 Sunday hours 2-5 pm National Friends of Libraries Week 3-4pm Music by the Fireplace: Wyatt & Shari Knapp 	21	22 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime 4-5 pm Pumpkin Painting for Kids; pumpkins and paints provided	23 3:30-5 pm Teen 'Scape ages 10-18	24 9:30 am-2:30 pm Medicare Open Enrollment; appt. required 10:30 am Preschool Storytime: <i>Construction</i> 6:30 pm Michigan's Haunted Lighthouses	25 10:30 am Preschool Storytime: <i>Construction</i>	26 
27 Sunday hours 2-5 pm	28 2-6 pm Census Jobs Application Help	29 Library Closed for Staff Training	30 10 am Halloween Mommy & Me Dance Class; pre-register please 10:45 am Halloween Preschool Dance Class; pre-register please Costumes encouraged!	31 10:30 am Preschool Storytime: <i>Costumes</i> 4-6 pm Stop in for a treat  courtesy of SLDL Friends		 Music, movies & more! sllib.org

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: managementforum@listserv.mml.org on behalf of Joe Hefele
<managementforum@listserv.mml.org>
Sent: Friday, October 4, 2019 9:09 AM
To: managementforum@listserv.mml.org
Subject: RE: High Water levels

This message was sent by Joe Hefele jhefele@rogerscity.com

Rogers City also has private homes impacted by higher water levels and significant northeast winds that far exceed what old timers who have lived here their entire lives can ever remember seeing. These homeowners have applied for permits through the Army Corps and are paying for their own rip rap, etc. to protect their homes.

My earlier emails refer to public property and infrastructure. We installed substantial rip rap along some of our lakeshore a year ago to protect City infrastructure. Now you cannot even tell that it was installed. It is completely covered in sand...

Joe Hefele

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

From: managementforum@listserv.mml.org [mailto:managementforum@listserv.mml.org]
Sent: Friday, October 04, 2019 8:54 AM
To: managementforum@listserv.mml.org
Subject: Re: High Water levels

This message was sent by James Freed jamesfreedmlgmalistserv1@gmail.com

St Clair County has declared a State of Emergency, although I disagrees with that approach. The state has pretty much laughed it off. Port Huron has incurred about \$150k of damages. The County is reporting north of \$1million for both public and private. The crux of the issue on State or Federal aid is whether or not this is a real "emergency". I have been receiving almost weekly briefings and projections from the Arm Corps on this issue since last Winter. We knew it was coming and were somewhat prepared.

Most of the real damage will be costal erosion and homes impacted by waves.

I think the state is hesitate to open of that can of worms. Jersey walls, rip rap and etc. are solutions for those problems, but should these costs be on the home owners? We have taken that approach here.

-jf

James R. Freed
City Manager
Chief Administrative Officer

Truncated 1433 characters in the previous message to save energy.

Post your message to the list by sending it to MANAGEMENTFORUM@listserv.mml.org.

To contact the list owner, send your message to

MANAGEMENTFORUM-list-owner@listserv.mml.org.

Michigan Municipal League 1675 Green Road Ann Arbor, MI 48105-2530 USA

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<<http://cgi.mail-list.com/u?ln=managementforum&nm=christine%40springlakevillage.org>>

Christine Burns

From: managementforum@listserv.mml.org on behalf of Joe Hefele
<managementforum@listserv.mml.org>
Sent: Friday, October 4, 2019 8:55 AM
To: managementforum@listserv.mml.org
Subject: RE: High Water levels

This message was sent by Joe Hefele jhefele@rogerscity.com

Rogers City, on Lake Huron, has not spent much yet -- but it's coming. We will have to relocate a lengthy section of our paved non-motorized trail, have major washout issues similar to those you described facing us at our marina, and have a parking lot and well house at our Seagull Point Park that will soon disappear into the lake if nothing is done. At this point, we are examining possible options and attaching estimates to those options. Our first expenses likely will be consulting as we look at some of the trickier, more expensive problems...

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

From: managementforum@listserv.mml.org [mailto:managementforum@listserv.mml.org]
Sent: Friday, October 04, 2019 8:45 AM
To: managementforum@listserv.mml.org
Subject: High Water levels

This message was sent by Chris Brown cbrown@pentwatervillage.org

As a coastal community on Lake Michigan, We have experienced many extra expenses due to the high water levels of the great lakes. So far to include, I&I into sanitary sewers, road washouts and closures, dock and sea wall damage to municipal marina. I have to believe that every coastal community along the shore lines of Michigan has endured damage. Michigan is the hardest hit by this. I am disappointed by the lack of help and input at our State level for seeking some type of federal aid. Even our Federal elected has been quiet. Who else wants to weigh in on this same issue? How much have you spent to date? So far our Community has spent in excess of \$125,000 at a local level, and our County road commission and Pentwater township are looking at a \$400,000 fix for a flooded road and Bridge.

Chris Brown

Christopher Brown, Village Manager

Village of Pentwater

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MANAGEMENTFORUM-list-owner@listserv.mml.org.

Michigan Municipal League 1675 Green Road Ann Arbor, MI 48105-2530 USA

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https://www.grandhaventribune.com/news/local/rains-contribute-to-area-water-woes/article_078b26c6-1672-5b82-857c-9041c5094e6c.html

TOP STORY

Rains contribute to area water woes

By Becky Vargo - bvargo@grandhaventribune.com 2 hrs ago

1 of 9



High water levels and higher-than-average rainfall continues to be the cause of problems for residents and businesses in the Grand Haven area this fall.

Spring Lake Township resident Carl Hordyk said that his new sump pump has operated 24/7 since he purchased it in early June. Across the street from Hordyk's home, overflow from the Grand River and Lloyd's Bayou flooded a marshy area he used to mow.

Hordyk moved a large hose to another area of a waterlogged portion of his backyard as he talked. A steady stream of water flowed from the hose, pumped from the new pit he dug for the sump pump.

The Leonard Street resident said he did some rough calculations earlier in the summer and figured he was pumping about 750 gallons per hour to keep the water from coming through the floor.

“We’ve never had water or a sump pump before,” said Hordyk’s wife, Dianna.

She explained that the previous owners had the house lifted three cement blocks high in the 1980s, the last time the water levels were so high.

“They put in pea gravel and poured a new floor,” Dianna said. “I can’t imagine if they hadn’t.”

Their neighbors were also pumping water to keep their basements dry.

“We’ve all had to install new pumps,” Carl said. “Some houses have two or three pumps running.”

The situation is so critical that when a tree branch fell on a nearby power line and power was cut to the area, Carl went straight to his brother’s house to borrow a generator to keep the sump pump running.

“Guess I’ll have to buy one of those now, too,” he said of the generator.

While the Leonard Street neighbors have been keeping the water at bay, others in the area have not been so lucky.

“We had several calls this morning (Wednesday) from people near Spring Lake Middle School,” said Mandy Sosnoski, a manager for Flagship Restoration of Ferrysburg. “People have a lot of groundwater coming into basements and lower levels. When we have heavy rains that are consistent and water tables are rising, we anticipate a lot of these calls.”

Sosnoski said there has been an influx of calls this fall, and this year has been one of the company’s busiest in its 11-year history.

In Grand Haven, city crews continue to battle flooding on Harbor Island. On Thursday morning, Department of Public Works crews again pumped the area of Coho Drive where motorists turn onto the access road for the boat launch. They also drove through the water that again covers the entire launch.

“The (water in the) marina parking lot is higher than we’ve seen all summer, probably from the rain and higher river levels,” Public Works Director Derek Gajdos said. “It’s not closed, but we’re getting pretty close to it being not usable.”

Gajdos said the Harbor Island boat launch would be closed for the season when it starts icing over.

Across U.S. 31, Hall’s Sports Center, whose parking lot has been under water much of the summer, closed for the season last week. The manager, Shawn Grow, said the Grand Haven branch of the boat sales company did less than half of the business than it did the previous year.

“It was horrible,” Grow said. “We were closed from the end of April to the third week of July.”

Water covered the parking lot and access road, but it got better after the city installed large sandbags and raised the road. Public works crews continue to pump water from that area, too.

Grow said the owners of his company plan to have a new seawall constructed and do other renovations to the area in the near future.

Gajdos said he met with state highway transportation officials on Thursday and with representatives from the U.S. Army Corps of Engineers a couple of weeks ago. He said the city would reconstruct the berms in both of the areas.

Gajdos said they are starting to see flooding on roads, such as the one off Third Street that goes to Linear Park, as a result of the heavy rains. But he anticipates that to go back down as winter approaches.

The public works director said that mitigation work continues in the Chinook Pier buildings that had water in the crawl space and some mold. Repair work will be done this winter.

At a meeting with the Corps of Engineers a couple of weeks ago, officials announced that Lake Michigan’s level was expected to be higher in January 2020 than it was this past January.

“That’s not good,” Gajdos said. “If we have similar rain patterns as this year, then records will be broken.”

More problems would result from a lot of Lake Michigan becoming frozen this winter.

“We’re counting on evaporation levels to bring the water levels down,” Gajdos said. “Lake Michigan

freezing over will not help us.”

bvargo



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

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

www.springlakevillage.org

October 9, 2019

Ms. Karen Wolters
524 Buena Vista
Spring Lake, MI 49456

Dear Ms. Wolters,

The Village has received a complaint about an alleged trespass on Village property which we believe leads from your home. Upon investigation, it appears as though a pathway has been constructed leading from your property to Lakeside Trail. The pathway is constructed entirely on Village ROW, which we do not allow. At this time, we request that you remove the encroachments that have been placed there.

If you believe we have the wrong property owner, please contact us so that we may further investigate. Should you have any questions, please feel free to reach out to us as well.

Sincerely,

Christine Burns
Village Manager

Enclosures







DRAFT MINUTES

**Monday, September 16, 2019
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan**

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

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

Absent: TePastte

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

Yes: 6 No: 0

4. Approval of the Agenda

Motion by **Hanks**, second from **Duer**, to approve the agenda as presented.

Yes: 6 No: 0

5. Consent Agenda

- A. Approved the payment of the bills (checks numbered 60741-60788 and electronic payments 64-66) in the amount of \$216,246.29.
- B. Approved the minutes for the August 12, 2019 work session and the August 19, 2019 regular Council meeting.
- C. Approved a preventative maintenance agreement for Village generators with Cummins for an amount not to exceed \$28,657.48.
- D. Approved Resolution 2019 – 21, a Resolution approving a Commercial Facilities Exemption Certificate for 813 W. Savidge.
- E. Approved an agreement with Alan & Amber, LLC for the installation of artwork at 813 W. Savidge.

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

Yes: 6 No: 0

6. General Business

A. Approval of Major Street Expenditure

Subject: MDOT will be resurfacing the drive lanes on Savidge Street in 2020. The contract will let in early October. **Burns** explained that MDOT did not participate in costs associated with resurfacing parking areas but had provided a quote of \$5,775 for resurfacing those areas on Savidge between Park St. and Buchanan St. President **Powers** asked if it was cheaper to have MDOT pave the parking areas at the same time they did the drive lane resurfacing rather than Village DPW repave. **Burns** said that if it was not done by MDOT at the same time, the Village would not do it on their own.

Motion by **Hanks**, second from **Miller**, to approve the expenditure of \$5,775 with MDOT for the resurfacing of the parking area in 2020.

Yes: 6 No: 0

B. Designated Signatory for North Bank Trail Contract

Subject: Resolution 2019 – 22 designates the signer for the North Bank Trail construction contract. **Burns** explained that the Village of Spring Lake served as a passthrough agency for Crockery Township in order for them to be able to receive Act 51 monies for the extension of the North Bank Trail contract. **Burns** said that as they were working through that process, occasionally these documents would pop up and a designated signor was needed for the construction contract.

Motion by **Petrus**, second from **Duer**, to approve Resolution 2019 – 22, a resolution designating Marvin Hinga as the signer for the North Bank Trail construction contract.

Yes: 6 No: 0

7. Department Reports

- A. Village Manager – **Burns** explained that she had been working with MDOT to figure out a solution to make M-104 crosswalks safer ever since Council Member TePastte's grandson had been hit by a car on Savidge St. at Prospect. **Burns** said that MDOT had made suggestions but would like to wait until they did the resurfacing on Savidge to implement any changes

such as signage or moving crosswalk locations. **Burns** said this would be a cost savings since the cost of any of these changes would be the Village's financial responsibly.

- B. Clerk/Treasurer/Finance Director
- C. OCSO – Sgt. Kik reported that, after receiving extra funds, they had stepped up marine patrols and used a speed measurement laser at a resident's dock, which had been effective in helping control speed in the no wake zones. Sgt. Kik said they would look into doing this kind of enforcement again next spring. Sgt. Kik also reported that they had received a complaint regarding speed on Buena Vista and that residents had asked for speed bumps to slow traffic down. Sgt. Kik said after upping patrols, in excess of 40 hours in a month, utilizing the speed trailer and adding additional speed limit signage, they did not see a lot of violations at this time, but they would continue to patrol regularly. Sgt. Kik thanked those that had been involved in the Art in the Park project and said how satisfying it was to have this project come together.
- D. Fire (none included)
- E. 911
- F. DPW
- G. Water (none included)
- H. Sewer
- I. DDA
- J. Minutes from Various Board & Committees
 - 1. DDA (08/08/19)
 - 2. Parks & Recreation (07/01/19)
 - 3. Planning Commission (07/23/19)

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

9. New Business and Reports by Village Council – No New Business

10. Status Report: Village Attorney – No additions

11. Statement of Citizens

Ruth Ann Lomas, 438 Buena Vista, thanked Council and Sgt. Kik, for all the help in finding a solution for the speeding issues on Buena Vista.

12. Adjournment

Motion by **Van Strate**, second from **Duer**, Village Council adjourned the meeting at 7:25 p.m.

Yes: 6

No: 0

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk



Village of Spring Lake

Draft Council Work Session Minutes

September 9, 2019

7:00 p.m.

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

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

1. Preventative Maintenance Agreement (Generators)

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. Unfortunately, this PM is not a budgeted expense and would require a budget amendment for FY 19/20 should it be approved. **Delamater** explained that a previous Preventative Maintenance Agreement had lapsed so he was asking for approval on an agreement with Cummins, who submitted a slightly lower bid than Wolverine. **Council** agreed that this was needed and could be added to the Consent Agenda.

2. Buena Vista Traffic Concern

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. 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). **Burns** reported that the results from the speed trailer and reports from additional patrols did not find speed bumps to be necessary, however, the DPW will be installing speed limit signs, one on each end of the street. **Burns** said a letter had gone out to the residents and a formal report from Sgt. Kik would be submitted to Council.

3. Commercial Redevelopment Resolution

As part of the Commercial Redevelopment Grant Program that was approved in June, it is necessary to adopt Resolution 2019 - 21 finalizing such. The adoption of the resolution was delayed due to the need to get an agreement for artwork signed by the property owner. **Burns** explained that a Commercial Development with Barrett Boat Works had been approved by the DDA in June, and now a Resolution with the correct number of years needed Council's approval. **Burns** said an additional year had been added with the agreement of a mural. **Council** agreed this Resolution regarding Barrett's could be added to the Consent Agenda.

4. Agreement for Art Installation

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. **Burns** reported that an agreement for the installation of the art work had just been signed on Friday, September 6, 2019 for a mural to be installed on the north wall of their building in the spring. **Council** agreed this item could also be added to the Consent Agenda.

5. High Water Levels

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. 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. **Burns** shared an email from the Emergency Management Director, Nick Bonstell, who had been approved through the Michigan State Police to receive technical assistance from the Army Corp of Engineers, which would give the Village access to personnel, sand bags and other resources that had not been available before. **Burns** reported that next year's water levels were predicted to be higher than this year, so this was very welcome assistance.

6. 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.

Burns explained that they had used the application for two events by pretending the Ordinance was already in effect by going through the motions of the application process with the Courtyard Concert event on Saturday and the upcoming Oktoberfest marathon. **Burns** said this helped them find out where the short comings were so they could address issues prior to the Ordinance being adopted. **Hanks** said because of their experience, their event was very well planned so nothing further had to do to meet the requirements, but for those that did not have experience, this Ordinance would open communications and make sure that event promoters had all bases covered. **Council** discussed the process, fees and benefits of having this ordinance. **Petrus** asked Council to consider the fact that this process and cost, for something like a block party, might unnecessarily inhibit neighbors from getting together. **Duer** said that his concern was making sure that fees would be nominal or free for small gatherings. **Hanks**

said that she believed that that was the intent. **Burns** said that this would be on the October Agenda so if anyone had any changes they would like to see to let her know. **Council** agreed to review for the October agenda.

7. **Coast Guard Festival Discussion**

Burns provided a Letter of Understanding regarding the Village's participation in the annual Coast Guard Festival.

Burns explained that the invoice had just been received for the Coast Guard Festival Dinner and, per the Letter of Understanding, the Village would contribute \$2000 towards the cost to hold the dinner event, plus pay for the meals of the elected officials that attended and, as previously discussed, spouses would pay for their own meals, so those who brought a spouse would be getting an invoice. **Burns** asked Council if they felt there was a benefit to continuing this practice each year. **Council** discussed whether or not they felt there was a benefit to the Village in continuing participation. The majority of **Council** felt the Village should be represented at the dinner. President **Powers** did not agree.

8. **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 were due on 09/06/19. **Burns** shared that there had been a lot of interest in the property, however, due to the cost of renovations only one proposal had been received for Council consideration. **Burns** said that this proposal would need to be acted on, by the October meeting in order to close in December and keep it on the tax roll for 2020, unless Council felt this proposal did not meet their needs and/or vision. **Burns** shared preliminary numbers, put together by the assessor and Hinga, with the projected taxable value, explaining that there was really no way of knowing what the taxes would be until the building was complete. **Council** discussed the proposal and agreed that they wanted to continue this path but needed clarity on what the proceeds would be used for and provided the market analysis from Progressive AE was favorable.

9. **Water Interconnection Agreement - Burns** explained that this was essentially a housekeeping item to update the interconnections agreement between our communities and Muskegon for an emergency water connection in the event water service from Grand Haven was lost. **Council** agreed to approve this Water Interconnection Agreement.

10. **Communications**

- Calendar – SLDL (September) – **Burns** shared that the Bookkeeper at the Spring Lake Library was going to be retiring at the end of the year and they will be

searching to hire a new one. **Burns** said she would like someone from Council to sit on the interview panel and that Hanks, TePastte and Hinga had offered to sit on that panel.

- Courtyard Concert/Earth's Edge Concert on 09/07/19 at Mill Point Park
- Grant Application – Consumers Energy Prosperity Awards – **Burns** reported that they had not been awarded the Prosperity Award, but she was quite sure they would be awarded an Art in the Park grant for the sculpture.
- Grant Application – DNR Forestry Grant
- NOCHS Municipal Minute
- Oktoberfest Marathon Schedule

11. Miscellaneous – Delamater reported that the Exchange Street project had come in over \$100,000 under budget. **Delamater** also reported that they had purchased a Silver Smith (GPS) to help create a Tree Inventory. **Burns** said they were waiting to hear if they would receive a grant from the DNR that would help collect additional information for the tree inventory. **Delamater** shared that he had met with Brian from West Michigan Regional Planning Commission to tour the Village and go over the Exchange Street project to see about getting funds to finish the entire street.

12. Minutes

Minutes of the August 12, 2019 Work Session and August 19, 2019 regular meeting were attached for review. Should Council wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to September 13, 2019.

13. Public Comment

Richard Martinus, 209 S Park, said he had thought Council would have continued their discussion on the water level issue at his home and the bike path so that it could be solved. Martinus said that it had become a health issue from the green stagnant water and wanted to know what the Village was going to do to address this issue.

Marianne Martinus, 209 S Park, said that more than anything, it was the damage being caused to the bike path that was an issue.

President **Powers** explained that the Villages professional engineers and staff had advised them that any repairs done now would be ruined by next year because the water levels were predicted to get higher. **Powers** said that they would be addressing repairs as soon as the engineers recommended the Village move ahead.

14. Adjournment: There being no further business, the meeting adjourned at 8:40 p.m.

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk