

Village of Spring Lake

Council Work Session

January 13, 2020

7:00 p.m.

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

www.springlakevillage.org

1	7:00 p.m. – Request for Proposals - 106 S. Buchanan (Chris Burns & Ryan Kilpatrick) As the Council continues to discuss the importance of work force housing within the community, staff has met with developers to discuss the possibility of developing the site at 106 S. Buchanan. Housing Next Director Ryan Kilpatrick will be present to answer questions Council may have.
2	7:40 p.m. – Contractual Agreement with Michigan Township Services Muskegon The Village currently enjoys a contractual relationship with Michigan Township Services Muskegon (MTSM) to perform all building, plumbing and mechanical inspections. They also provide plan reviews for large projects. MTSM has asked for the Village to consider a contractual relationship that mimics their other contractual relationships (the Village is the only municipality with this particular contract). For the ease of administration for both MTSM and the Village, staff is recommending moving in this direction.
3	7:45 p.m. – Commercial Facility Tax Exemption Request – 940 W. Savidge Spring Lake Hotel Group is proposing to construct an \$8,100,000 hotel at 940 W. Savidge (next to the current Holiday Inn). Staff has been working with Mr. Basil Bacall for the past year+ to determine the feasibility of the project. This is the first step towards that development.
4	7:50 p.m. – Request for Proposals Parks & Recreation Asset Management Plan On Monday, January 6, 2020 the Parks & Rec Board discussed the need to develop a Parks Asset Management Plan. They are recommending that RFPs be released so that the associated cost be incorporated into the 2020/2021 fiscal year budget.

<p>5</p>	<p>7:54 p.m. – Planning Agreement with Grand Haven Township</p> <p>The Village has enjoyed a wonderful relationship with the City of Grand Haven for planning services for well over 8 years. Jennifer Howland has done an outstanding job for the Village. However, with the pending new developments on the horizon, there is a need for additional planning hours that Grand Haven City does not have the bandwidth to provide. Staff is proposing to enter into a contractual relationship with Grand Haven Township for planning services.</p>
<p>6</p>	<p>7:57 p.m. – RFP Mill Point Park Band Shell Reroof</p> <p>Proposals were obtained to repair the band shell roof at Mill Point Park. While the band shell may not be usable in 2020 due to high water levels, the repairs are necessary to maintain the integrity of the structure. The band shell was originally installed courtesy of the Spring Lake Rotary and they have requested that this item be addressed sooner versus later.</p>
<p>7</p>	<p>8:00 p.m. – Water Levels & Emergency Preparedness (Wally Delamater)</p> <p>DPW Director Wally Delamater has been working with our engineer (Ryan Arends) to ascertain what impact additional water will mean to various locations throughout the Village, should the levels rise between now and spring. Wally hopes to have some mapping to share with Council prior to the Work Session.</p>
<p>8</p>	<p>8:11 p.m. – Public Hearing (Parks & Recreation Master Plan)</p> <p>The five-community Parks & Recreation Master Plan public hearings will take place in January so that the plan may be adopted in time to use for MI DNRTF grant submissions. The Village’s public hearing is scheduled for January 20, 2020.</p>
<p>9</p>	<p>8:12 p.m. – Communications</p> <ul style="list-style-type: none"> • Calendar SLDL January • Grand River Greenway • Harbor Transit Ridership Numbers • NOCH • Sewer Back Up (Peck) • SLARA Update • Thank you note • Verplank Tree Grant

10	8:16 p.m. - Minutes Minutes of the December 9, 2019 Work Session and December 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 January 17, 2020.
11	8:17 p.m. - Public Comment Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes.
12	8:20 p.m. - CLOSED SESSION Motion to enter into a Closed Session is for the purpose of discussion on Attorney/Client Correspondence.
13	8:30 p.m. - Adjourn

**Village of Spring Lake
Request for Proposals
Purchase and Redevelop the Site
at 106 S. Buchanan Street**



REQUEST FOR PROPOSALS (RFP). Purchase and develop the empty lot at 106 S. Buchanan Street, Spring Lake, Michigan.

Issue Date: January 21, 2020

Due Date: April 30, 2020 2:00 PM EST, Village of Spring Lake, 103 W. Savidge Street, Spring Lake, Michigan 49546

I. Introduction

The Village of Spring Lake is soliciting proposals from qualified professional developers to purchase and develop the empty lot at 106 S. Buchanan Street (Parcel ID – 70-03-15-383-020). The property is 0.96 acres, and is at the corner of Buchanan and Exchange Streets.

II. Background Information

The site formally housed the offices for Spring Lake Township. The building has been removed and it is currently an empty lot. It is ½ block south of Savidge Street, which is the main street through the Spring Lake Downtown.

III. Services Required

The goal of the property development is to have a mixed-use property, preferably with office/commercial/retail on the first floor and residential on the upper level(s). The zoning of the property allows for both retail and office uses. The Village encourages creating residential rental units that provide workforce housing for those working in the downtown area. Ideally, rents for these units would be set at a rate that is considered affordable in concert with entry level wages. The rent for these units could revert to “market rates” after a suitable time period, as agreed to by the Village and the developer.

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

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

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

Part of this site was previously a school where renowned artist Winsor McCay attended school. The Village would prefer that the selected developer incorporate some of the history associated with Mr. McCay or his artwork into the development in some fashion.

IV. Submittal Requirements

The following information shall be required in the RFP submittal:

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

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

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

V. Evaluation Criteria and Process

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

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

VI. Deadline for Submissions of Proposals

1. Three (3) paper copies and one digital copy of the proposal must be received by the Village of Spring Lake prior to 2:00 PM prevailing time on Thursday, April 30, 2020. All copies of the proposal must be plainly marked as “106 S. Buchanan Street Redevelopment Proposal”. Proposals shall be delivered or mailed to:

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

2. Any questions regarding this proposal are to be submitted no later than Friday, April 17, 2020 to:

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

VII. Miscellaneous

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

INSPECTOR AGREEMENT
(INDEPENDENT CONTRACTOR)

This Agreement is made as of the 15th day of August, 2013, between the Village of Spring Lake, a Michigan Corporation ("the Village"), of 102 W. Savidge, Spring Lake, MI 49456, and Michigan Township Services Muskegon, Inc, of 384 N. Third, Suite E, Fruitport, MI 49415 ("Contractor").

RECITALS

A. The Village is a governmental subdivision that has elected to administer and enforce the Stille-DeRossett-Hale Single State Construction Code Act ("Act" - MCL 125.1501, et seq.) and the State Construction Code, including the Michigan Building Code, as adopted by the State of Michigan (the "Building Code"); the Michigan Mechanical Code, as adopted by the State of Michigan (the "Mechanical Code"); the Michigan Electrical Code, as adopted by the State of Michigan (the "Electrical Code"); and the Michigan Plumbing Code, as adopted by the State of Michigan (the "Plumbing Code"). Collectively, the Building Code, the Mechanical Code, the Electrical Code and the Plumbing Code are referred to as the "Codes."

B. The Contractor has at its disposal personnel properly licensed and certified to perform permitting, inspecting and enforcing services under the Codes, and is in the business of providing these services for governmental units in Michigan.

C. The Village desires to retain the Contractor to perform permitting, inspecting and enforcing services under the Codes for the Village and the Contractor is willing and able to provide inspectors who will perform those services for the Village, upon the following terms and conditions.

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in this Agreement, the parties agree as follows.

1. Retention of the Contractor. The Village retains the Contractor, as an independent contractor, to provide through its inspectors, plan review, inspecting and enforcing services under the Codes within the Village limits. The Contractor agrees to provide enforcing officers for the Building Code; enforcing officers for the Mechanical Code; enforcing officers for the Electrical Code; and enforcing officers for the Plumbing Code (collectively all referred to as the "Inspectors" Other Inspectors may be approved from time to time by the Village. Inspectors shall be removed from providing services under this Agreement by the Contractor if the Village so requests. The Contractor accepts this retention as an independent contractor.

2. Duties of the Contractor. The Contractor shall have and agrees to perform the following duties through its respective Inspectors:

A. Perform all plan review, inspections and code enforcement under the Codes;

- B. Acquire and maintain a full working knowledge of the Codes;
- C. Complete and provide to the Village a permanent record of the duties performed pursuant to this Agreement;
- D. Be reasonably available to perform emergency inspections as requested from time to time by the Village, where the Village deems that an immediate inspection is needed;
- E. Approve permits, inspection certificates and notices of violation as may be required under the Codes, for issuance by the Village;
- F. Consult with and assist the Village, its administrative staff and its attorneys with respect to problems with particular construction projects, prosecutions for violations of the Codes, questions of interpretation or application of the Codes and other matters relating to the performance of inspections and the enforcement of the Codes;
- G. Perform all duties in a timely and competent manner which is satisfactory to the Village;
- H. At all times during the term of this Agreement, maintain all licenses and/or certifications required to permit the Contractor and its Inspectors to conduct permitting, inspecting and enforcing services under the Codes for the Village (Contractor represents that its Inspectors are presently qualified and certified by the State of Michigan to perform those services); and

3. Performance of Inspections for Other Persons and Entities. It is acknowledged that the Contractor performs services for other persons and entities, including other governmental units. This Agreement shall not prevent the Contractor from continuing to perform such inspections for other persons and entities during the term of this Agreement, except that:

- A. The Contractor shall not perform any inspection or consultation service for any other person or entity concerning any building located, or to be located, within the Village limits; and
- B. Such work for other persons or entities shall not conflict with or affect the ability of the Contractor to perform its duties as provided under this Agreement in a timely and competent manner.

4. Nonassignability. The Village is relying on the qualifications and certifications of the Contractor's Inspectors. This Agreement and the services to be provided under its terms shall not be assigned by the Contractor to any other person or entity, unless the other person or entity is

covered by insurance as required by this Agreement. The Village reserves the right to prohibit any assignment by the Contractor to any other person or entity.

5. Independent Contractor. In performance of all work and duties pursuant to the Agreement, the Contractor and its Inspectors shall be at all times performing as independent contractors. Except for compliance with the provisions of this Agreement, the Village shall neither have nor exercise any control or direction over the methods and means by which the Contractor and its Inspectors perform their duties and work. The Contractor shall provide and maintain, at its sole expense, all equipment and supplies necessary to perform the duties required under this Agreement and to pay all ancillary expenses related to such performance including without limitation any fees of the Contractor or its Inspectors for training and education necessary to maintain their qualifications and certifications to perform services under this Agreement. The Contractor and its Inspectors shall provide for their own transportation for the performance of duties under this Agreement and shall be responsible for all expenses related to the operation of the motor vehicle(s), including without limitation, fuel, repair, maintenance, insurance and other incidental expenses (except as noted in Section 6).

6. Compensation. As compensation for the services to be performed under this Agreement, the Village shall pay the Contractor the following:

- A. For plan review and inspecting work performed for a parcel (or a structure if more than one structure is constructed on a parcel), the Village shall pay the Contractor:

A flat rate fee of \$40.00 for each initial inspection performed for a parcel (or a specific structure if more than one structure is constructed on a parcel) and a flat rate fee of \$40.00 for any return or subsequent inspection.

Plan review fees at a rate of \$25.00 for additions, remodels, accessory structures, etc., \$50.00 for new, single family dwellings, .0015% of construction value (minimum of \$150.00) for commercial construction and \$50/hour for trades.

- B. For "other work" the Village shall pay the Contractor an hourly rate of \$40.00, billed on a quarter hour basis. By way of example, "other work" shall include preparation of enforcement letters; required court appearances, including time in court plus travel time and mileage to and from court at the rate approved by the Internal Revenue Service; inspections or investigations requested by the Village per a State-ordered complaint investigation against a contractor; and required attendance at a Village meeting.

The Village may, by resolution from time to time, adjust its inspection fee schedules and, in such event, the above flat rate fee may be adjusted accordingly. The Village agrees to review its inspection fee schedules annually, and to in good faith consider any changes requested by the Contractor.

Except as provided above, the Contractor and its Inspectors are not entitled to any other compensation for services provided under this Agreement. Further, the Contractor and its Inspectors are not entitled to any fringe benefits from the Village, including without limitation, health insurance, retirement benefits, pension contributions, unemployment compensation, worker's compensation coverage or matching Social Security contributions.

7. Payment of Compensation. On a monthly basis, the Contractor shall submit to the Village an accounting of all inspections and other services performed, the records of such inspections and services and its statement/invoice for the compensation requested and the details supporting the compensation. The Contractor shall use computer software and other current technology to provide this information. The Contractor understands and agrees that payment of its statements/invoices is subject to review and approval by the Village Council. The Contractor shall provide its statement/invoice for a calendar month in adequate time to be presented to the Village Council at its regular meeting in the following month. The Village Treasurer shall promptly pay the statements/invoices after approval is given by the Village Council.

8. Term; Termination. This Agreement shall commence as of August 15, 2013. This Agreement shall continue through August 14, 2014 and subsequently shall be renewed for additional one year terms unless terminated as provided below.

This Agreement may be terminated, during its initial term or any renewal term, in the following manner:

- A. At any time by mutual agreement of the parties;
- B. Immediately by either party upon giving written notice to the other party if the other party commits a material breach of any term of this Agreement; or
- C. Upon 90 days prior written notice given by a party to the other party.

9. Requests for Inspections. The Contractor shall receive requests for building inspection services directly. The Contractor shall maintain an office with appropriate communication equipment (for example, telephone with a toll-free number, answering machine, voicemail, telefax and e-mail) to receive inspection requests and other communications from contractors, property owners and the Village regarding permitting and inspecting services. The Contractor shall generally perform building inspections within three days from the receipt of a request, excluding weekends and holidays. The Village makes no representation or guarantee as to the number of requests for building inspections to be performed under this Agreement or any amount of compensation that the Contractor may anticipate.

10. Initiation of Legal Proceedings. The Contractor and its Inspectors shall have no authority to initiate legal proceedings on behalf of the Village against a third-party.

11. Insurance, Worker's Compensation, Indemnification.

A. Vehicle Insurance. The Contractor, at its sole expense, shall secure and maintain in force comprehensive motor vehicle liability insurance during the term of this Agreement and shall provide the Village with a copy of the certificate of insurance upon request from the Village. Such insurance shall include the Village as an additional named insured and shall provide general liability coverage for property damage and personal injury (including death) arising from the ownership, maintenance, loading or unloading, or use of any motor vehicle used by the Contractor in the performance of this Agreement, including owned, leased, borrowed or hired vehicles. The minimum coverage limits shall be the same as maintained by the Village for its own coverage or as otherwise approved by the Village.

B. Comprehensive General Liability Insurance. The Contractor, at its sole expense, shall secure and maintain in force comprehensive general liability insurance during the term of this Agreement and shall provide the Village with a copy of the certificate of insurance upon request from the Village. Such insurance shall include the Village as an additional named insured and shall provide general liability coverage for property damage and personal injury (including death) arising from any act or omission of the Contractor in the minimum coverage limits:

\$1,000,000 per occasion

C. Worker's Compensation Insurance. The Contractor, at its sole expense, shall secure and maintain in force worker's compensation insurance during the term of this Agreement, in compliance with applicable worker's compensation laws.

D. Indemnification. The Contractor agrees to indemnify and hold harmless the Village and its officers, employees, representatives and agents from and against all claims, demands, actions, causes of action, losses, liability and costs/expenses (including reasonable attorney fees) in any manner arising from or related to the Contractor's acts and omissions in matters involving its duties and responsibilities under this Agreement. Each party shall notify the other party of any knowledge and information which may result in a claim against either of them, and shall cooperate with the other party whenever any claim is filed against either party involving, in any manner, the performance of this Agreement.

12. Governmental Function. The parties agree that the duties performed under this Agreement are governmental functions in accordance with the Act and the Codes. No party shall waive or otherwise act to jeopardize any immunity available to the other party.

13. Effect of Termination. Upon termination of this Agreement, the parties shall have

no further obligation to each other. However, the following obligations shall survive the termination of this Agreement until the matters are resolved:

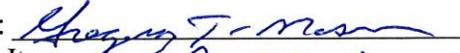
- A. Obligations that accrue prior to the effective date of the termination (for example, the obligation of the Village to pay for services rendered prior to termination; or the obligation of the Contractor to promptly provide within 90 days after the effective date of termination the services for which it has already been paid unless the Village, at its discretion after considering the impact on the Contractor, requires reimbursement of the payment to the Village); or
- B. Obligations of the Contractor to indemnify and hold harmless under Section 11.D. and obligations of the parties to cooperate with each other under Sections 11 and 12, in the event any claim is filed against either party with respect to the duties and services under this Agreement; or
- C. The obligation under Section 2.F to assist in the prosecution of any violations commenced prior to termination for which there will be "other work" compensation paid under Section 6.B.

14. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, members, assigns, and successors. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between parties, and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CONTRACTOR

MICHIGAN TOWNSHIP SERVICES MUSKEGON INC

By: 
Its: President

By: 
Its: Village President

By: _____

Its: _____

Dated: 8-14-13

By: Haribeth Lawrence
Its: Clerk

Dated: 8.16.13

CONSTRUCTION CODE ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2020, by and between Spring Lake Village with its principal offices at 102 W Savidge Street, Spring Lake, MI 49456 (hereinafter referred to as the "Village"), and Michigan Township Services Muskegon, Inc., a Michigan Corporation with business offices located at 5855 Airline Road, Fruitport, MI 49415 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, THE Village has by ordinance, and pursuant to the Michigan State Construction Code Act (1972 PA 230, as amended; hereinafter, "SCCA"), undertaken the responsibility for administration and enforcement of certain codes and code sections referred to in the SCCA (hereinafter, referred to as "the Codes"); and

WHEREAS, THE Village and the enforcing agencies designated by it to administer and enforce codes (hereinafter, "Enforcing Agency") require expert assistance in conducting inspections mandated by the SCCA and applicable codes and regulations.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

1.0 SCOPE AND MANNER OF SERVICES

- 1.1 The Contractor shall perform plan review duties, issue permits and perform Building, Electrical, Mechanical and Plumbing Code Inspections as mandated by the applicable current Michigan Building and Residential Codes.
- 1.2 The Contractor shall respond to a request for an inspection within 24 hours (excluding weekends and holiday on which the offices are closed and occasional training days) from the time the Contractor receives a request to make an inspection.
- 1.3 The Contractor shall perform the services hereunder under the direction of the Enforcing Agencies.
- 1.4 The Contractor shall perform all services hereunder in accordance with the highest professional standards and in a manner consistent with the highest level of skill and care in the construction code industry. The Contractor represents and warrants that it has the capability, experience and materials required to perform the services contemplated by this Agreement and consistent with such standards.
- 1.5 On a monthly basis, the Contractor shall submit a report to the applicable Enforcing Agency disclosing the results of the permits issued and the inspections performed.
- 1.6 The Contractor shall perform all inspections in accordance with the SCCA codes, applicable regulations and other applicable laws.

- 1.7 The Contractor shall not be held liable for inspections done by parties other than the contractor prior to the effective date of this Agreement.

2.0 COMPENSATION

- 2.1 For the duties specified in Section 1.0 Scope and Manner of Services the Village agrees to compensate the Contractor at a rate of 50% of all Building permits issued, 100% of Electrical, Mechanical and Plumbing permits issued and plan review fees at \$25.00 for additions, garages, remodels, \$50.00 for new 1 and 2 family residential structures and .0015 the cost of the project for multi-family and commercial projects. \$50.00 per inspection for any permits issued prior to the new contract. All permit fees for compensation will be figured at the Contractor's fee rates. All fees are to be reviewed annually. Any changes in that rate must be approved by both parties in advance of the change.
- 2.2 The Contractor shall bill the Village monthly for its services during the previous calendar month. The bill is due and payable prior to the first of the calendar month following the Village's receipt of the bill, or 15 days after the Village's receipt of the bill, whichever occurs last.

3.0 QUALIFICATIONS OF CONTRACTOR'S PERSONNEL.

- 3.1 The Contractor shall ensure that all its officers and employees possess at all times the licenses, certifications and registrations required by applicable Federal and State laws, rules and regulations which are required to perform the services to be performed under this Agreement, including but not limited to the registration requirements in the Building Officials and Inspectors Registration Act (1986 PA54).
- 3.2 Any officer or employee of the Contractor, whose license, certification or registration which is required to perform the services to be performed under this Agreement expires and is not renewed or is revoked, shall immediately upon the expiration or revocation thereof cease performing work under this Agreement.
- 3.3 The Contractor shall provide the Village with copies of the State of Michigan Registration Certification for all inspectors.

4.0 INSURANCE, WORKERS COMPENSATION, INDEMNIFICATION.

- 4.1 Comprehensive General Liability Insurance. The contractor at its sole expense shall secure and maintain in force comprehensive general liability insurance during the term of this Agreement and shall provide the Village with a copy of the certificate of insurance upon request from the Village. Such insurance shall provide general liability coverage for property damage and personal injury (including death) arising from any act of

omission of the contractor in the minimum coverage limits:

\$ 100,000.00	per occasion;
\$ 100,000.00	per person;
\$ 500,000.00	aggregate.

4.2 Professional Liability Insurance. The contractor, at its sole expense, shall Secure and maintain in force professional liability insurance (errors and omissions) during the term of this agreement and shall provide the Village with a copy of the certificate of insurance upon request from the Village. Such insurance shall provide liability coverage for errors and Omissions of the Contractor in the following minimum coverage limits:

\$ 500,000.00	per occurrence;
\$ 500,000.00	annual aggregate.

4.3 Workers Compensation Insurance. The contractor, at its sole expense shall secure and maintain in force worker's compensation insurance during the term of this agreement, in compliance with applicable workers compensation laws.

4.4 Indemnification. The contractor agrees to indemnify and hold harmless the Village and its officers, employees, representatives and agents from and against all claims, demands, actions, causes of action, losses, liability and cost/expenses (including reasonable attorney fees) in any manner arising from or related to the Contractor's acts and omissions in matters involving its duties and responsibilities under this agreement. Each party shall notify the other party of any knowledge of information which may result in a claim against either of them and shall cooperate with the other party whenever any claim is filed against either party involving, in any manner, the performance of this agreement.

5.0 TERMS OF AGREEMENT

- 5.1 Either party may terminate this Agreement by giving written notice at least sixty (60) days in advance of the desired termination date. This notice requirement need not be complied with if the termination is due to default.
- 5.2 In case of a party's breach of this Agreement, the other party may terminate this agreement, effective on the date that written notice of default is delivered to the defaulting party.
- 5.3 Within thirty (30) days after termination of this Agreement, all fees and charges due and owing by one party to the other shall be paid.

- 6 MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- 7 CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

VILLAGE OF SPRING LAKE

BY: _____

ITS: _____

ATTESTED BY: _____

ITS: _____

MICHIGAN TOWNSHIP SERVICES MUSKEGON, INC.

BY: _____

ITS: President

ATTESTED BY: _____

ITS: Office Manager

Building Permit Fees

(These fees do not apply to commercial
or industrial buildings)

Residential - One and Two Family and Accessory Buildings:

Calculate a valuation from the residential cost schedule

Use that valuation with the Rate Table to determine the fee

Building Permit Rate Table *

<u>Valuation</u>	
\$0 - \$1,000	\$50.00
\$1,001 - \$10,000	\$50.00 + \$2.25/100 over \$1,000
\$10,000 - \$1,000,000	\$210.00 + \$5.00/1,000 over \$10,000
Over \$1,000,000	\$5160.00 + \$3.00/1,000 over \$1,000,000

* Investigation Fee will be charged for work started without a permit.

Re-inspection charge - \$50.00 per inspection or \$50.00 per hour (whichever is greater)

Plan review fee -

\$50.00 per hour - Residential Construction

\$25.00 per hour - Decks, Detached Garages, Pools, Hot Tubs, Gazeboes and similar structures

Value for Determining Building Permit Fees

Base Mobile Home - Doublewide	\$53.65 per sq. ft.
Base Modular Construction	\$65.00 - \$82.00 per sq. ft.
Base Custom Construction	\$103.92 per sq. ft.
Add to base cost the following:	
Crawl Space	\$9.35 per sq. ft.
Basement - unfinished	\$15.00 per sq. ft.
Basement - finished	\$40.00 per sq. ft.
Additional Bath	\$3382.00
Additional half bath	\$2040.00
Fireplace & Chimney (prefab)	\$3090.00
Masonry Fireplace	\$6065.00
2nd Masonry Fireplace (same chimney)	\$1500.00
Porches and Breezeways	\$10.00 per sq. ft.
Wood Decks	\$15.00 per sq. ft.
Wood Decks over 30"	\$15.00 per sq. ft.
Carports - Simple without sides	\$10.00 per sq. ft.
Pools	Contract price of pool
Garages - wood frame - unattached	\$35.85 per sq. ft.
Attached or unattached slab	\$21.00 per sq. ft.
Pole Buildings	\$11.70 per sq. ft.
Shed	\$11.25 per sq. ft.
Reside - per inspection	
Reroof - per inspection	
Miscellaneous Improvements - at cost (labor and materials or estimated contract price)	

For Industrial, Commercial and other use groups use the current State fee schedule to establish minimum value of project. Once value is established run it thru the above Building Permit Rate Table. Plan Review fee - .15% of the project value over \$100,000 - minimum fee of \$150.00

PLUMBING PERMIT

Make check payable to MTSM or Michigan Township Services Muskegon

5855 Airline - Fruitport, MI 49415
 231-865-3310 or 231-865-6977
 Fax 231-865-6191
 mtsm@frontier.com
 www.michigantownshipservicesmuskegon.com

Jurisdiction of _____

PERMIT NO. _____

Job Location _____

Owner _____

Owner's Address _____

City _____ State _____ Zip _____

Phone No. _____ e-mail address _____

DATE: _____

TYPE OF JOB:

COMMERCIAL: NEW REMODEL

RESIDENTIAL: NEW REMODEL

OTHER - DESCRIPTION BELOW

DESCRIPTION OF WORK: _____

BLDG. PERMIT NO. _____

The permit holder is responsible for arranging access for inspection. If an inspection is requested but cannot be competed due to a locked or otherwise inaccessible job site, a re-inspection fee may be charged

	PER UNIT	NO.	FEE
Permit base fee (includes one inspection)	\$50.00	1	\$50.00
Final inspection	\$50.00		
Underground inspection	\$50.00		
Fixtures - each	\$5.00		
Stacks, vents and roof conductors	\$4.00		
Subsoil drains, each	\$7.00		
Utility holes, catch basins, each	\$7.00		
Sewage sumps, sewage ejectors, each	\$7.00		
Water distributing pipe (system)	Up to one inch		\$7.00
	Over one inch		\$23.00
Laboratory, hospital, clinic fixtures, equipment & devices	\$4.00		
Reduced pressure zone backflow preventer each	\$7.00		
Water connected appliance, equipment & devices each	\$4.00		
Floor drains, special drains & traps	\$4.00		
Additional Inspections, trench or cross connection	\$50.00		
Commercial Plan Review Fee based on \$75.00 per hour (Minimum \$75.00)	\$75.00		
If work is started before permit is applied for, an additional fee will be charged.	TOTAL		

Note: permit will be expired/canceled when no inspections are requested and conducted within six months of the date of issuance or the last inspection done. An expired/canceled permit can not be refunded and a new permit shall be required if the work is to be completed after permit has been expired/canceled.

Contractor Information

NAME			FAX NO.
ADDRESS			TELEPHONE NO.
CITY	STATE	ZIP CODE	
LICENSE NUMBER	EXPIRATION DATE	e-mail address	
FEDERAL EMPLOYER ID NUMBER OR REASON FOR EXEMPTION			
WORKERS COMP INSURANCE CARRIER OR REASON FOR EXEMPTION			
MESC EMPLOYER NUMBER OR REASON FOR EXEMPTION			

- CONTRACTOR AFFIDAVIT** : All work shall be installed in accordance with the local Plumbing Code and I will assume the responsibility to arrange for the necessary inspections
- HOMEOWNERS AFFIDAVIT**

I hereby certify the plumbing work described on this permit application shall be installed by myself in my own single family dwelling in which I am living or about to occupy. All work shall be installed in accordance with the local Plumbing Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the Plumbing Inspector. I will cooperate with the Plumbing Inspector and assume the responsibility to arrange for necessary inspections.

Signed _____

Mechanical Permit

Use for Fruitport Twp, Fruitport Village, Ravenna Twp and Ravenna Village

Make checks payable to MTSM or Michigan Township Services

Jurisdiction of:

Michigan Township Services Muskegon

5855 Airline Fruitport, MI 49415
Ph. 231-865-6977 or 865-3310
Fax 231-865-6191

www.michigantownshipservicesmuskegon.com
mtsm@frontier.com

PERMIT NUMBER _____
Address of project _____
Owner _____
Owners address if different than above _____
City _____ State _____ Zip _____
Phone # _____
E-mail _____

Date: _____

Type of project
Commercial - New Remodel Other
Residential - New Remodel Other

Description of work to be done _____

Building Permit Number _____

The permit holder is responsible for arranging access for inspections. If an inspection is requested but cannot be completed due to a locked or otherwise inaccessible job site - a re-inspection fee may be charged.

Single Family - fee schedule

	Per Unit	Number	Fee
Permit base fee (includes one inspection).....	\$50.00		\$50.00
Final Inspection.....	\$50.00		
Furnaces (heat pumps, boilers, wtr htr, and decorative appliances).....	\$25.00		
Fireplaces - Gas, solid fuel (wood or pellet stoves etc) includes one inspection - base fee not required	\$75.00		
Chimney factory built.....	\$25.00		
Central Air	\$25.00		
Duct system or hydronic piping.....	\$20.00		
Solar equipment system, piping fee included.....	\$25.00		
Gas piping new installation.....	\$15.00		
Exhaust fans each.....	\$5.00		
LP and fuel oil tanks - piping fee included - each	\$20.00		
additional inspection.....	\$50.00		
Total			

Commercial/ Industrial

Permit base fee - includes one inspection.....	\$50.00		\$50.00
Gas oil burning equipment, new and/or conversion unit	\$30.00		
Gas piping - each outlet new installation.....	\$6.00		
Solar equipment - each panel and tank - piping included	\$25.00		
A/C and refrigeration heat pumps self contained	\$25.00		
under 15 HP A/C - each.....	\$35.00		
evaporator coils each.....	\$35.00		
Under 5 HP split system - each.....	\$35.00		
5 HP and over split system - each.....	\$45.00		
Chiller - each.....	\$100.00		

	Per Unit	Number	Fee
Cooling towers - each.....	\$45.00		
Compressor 15HP to 50HP each.....	\$40.00		
over 50 HP each.....	\$60.00		
Air Handlers - self contained units			
Ventilation and exhaust fans under 1,500 CFM - each.....	\$8.00		
1,500 CFM to 10,000 CFM - each.....	\$35.00		
Over 10,000 CFM - each.....	\$65.00		
Heat recovery and wall fan cold - each.....	\$13.00		
Unit Heaters - each.....	\$25.00		
Ducts, insulation, piping, fire suppression/protection systems based on bid price			
under \$3000.....	\$30.00		
\$3000 to \$7999.....	\$40.00		
\$8000 to \$10,959.....	\$50.00		
\$10 for each \$3000 over \$11,000 in addition to the above rate.....			
Incinerators - each.....	\$25.00		
Humidifiers - each.....	\$15.00		
Electronic air cleaner with washer - each.....	\$35.00		
Tanks - for underground tanks add \$5 to each of the following			
Under 276 gallon - each.....	\$20.00		
276 gallon to 550 - each.....	\$25.00		
over 550 gallons - each.....	\$35.00		
additional inspection.....	\$50.00		
final inspection.....	\$50.00		
Plan Review Fee - \$50 per hour (\$50 minimum).....	\$50.00		
Total			

Permit will be expired/canceled if no inspections are requested or conducted within six months of the date of issuance or date of last inspection. Expired/canceled permit cannot be refunded and a new permit shall be issued if work is to be completed after expiration of permit.

Contractor Information

Name		Phone #		Fax #	
Address			City	State	Zip Code
License #	Expiration date		E-mail		
Federal Employer ID number or reason for exemption					
Workers Comp Insurance Carrier or reason for exemption					
MESC Employer number or reason for exemption					

- Contractor Affidavit: All work shall be installed in accordance with the current Mechanical Code and I will assume the responsibility to arrange for the required inspections
Home Owner Affidavit
- I hereby certify mechanical work described on this permit shall be installed by myself in my own single family dwelling in which I am living or about to occupy. All work shall be installed in accordance with the local Mechanical Code and shall not be enclosed, covered up or put into operation until it has been inspected and approved by the Mechanical Inspector. I will cooperated with the Mechanical Inspector and assume the responsibility to arrange for necessary inspections.

Signed _____

Use for Fruitport Twp, Fruitport Village, Sullivan Twp, Moorland Twp, Ravenna Twp and Ravenna Village

ELECTRICAL PERMIT

michigantownshipservicesmuskegon.com
mtsm@frontier.com

Michigan Township Services Muskegon

Make Checks payable to MTSM or Michigan Township Services Muskegon

5855 Airline Fruitport, MI 49415
Ph. 231-865-6977 or 231-865-3310
Fax 231-865-6191

Jurisdiction

PERMIT NO. _____
Project address _____
Owner's name and address _____

City _____ State _____ Zip _____
Phone Number _____
e-mail _____

Date _____
Type of Service
_____ Temporary _____ Upgrade _____ Permanent
_____ amps _____ overhead _____ underground

Type of project
Commercial: _____ New _____ Remodel
Residential: _____ New _____ Remodel
Description of work _____

The permit holder is responsible for arranging access for inspections. If an inspection is requested, but cannot be completed due to locked or otherwise inaccessible job site, a re-inspection fee may be charged.

ELECTRICAL PERMIT FEE SCHEDULE	PER UNIT	NUMBER	FEE
Permit base fee, plus permit unit charge (includes one inspection)	50.00	1	50.00
Final inspection	50.00		
Services through 200 amp	15.00		
over 200 amp through 600 amp	20.00		
over 600 amp through 800 amp	25.00		
over 800 amp	30.00		
Circuits	5.00		
Lighting fixtures per 25 and fraction thereof	7.00		
Furnace, unit heaters, Dishwasher, garbage disposal and range hood	6.00		
Electrical heating units (baseboards), each	5.00		
Power outlets (including ranges, dryers, etc.), each (30 amp or more)	8.00		
Rewire/Repairs	25.00		
Feeders, bus ducts, etc. per 50 feet and fraction thereof	7.00		
Mobile home park site	7.00		
Recreational vehicle park site	5.00		
K.V.A. & H.P., P.V. each (well pumps, A.C., Photovaltaic - etc)	7.00		
Fire alarms, up to 10 stations and horns commercial	50.00		
over 10 stations and horns	100.00		
certification (upon request)	25.00		
Additional inspection fee (service, underground, etc)	50.00		
Signs, each	40.00		
Commercial Plan Review Fee based on \$50 per hour - \$50 min	50.00		
TOTAL FEE			

Building Permit Number

Name of Power Co

Energy request number

This permit will be expired/canceled when no inspections are requested and conducted within six months of the date the permit is issued or the last inspection. Expired/canceled permits cannot be refunded. A new permit is required if work to be completed after expiration of permit

Contractor Information

NAME			FAX NO.
ADDRESS			TELEPHONE NO.
CITY	STATE	ZIP CODE	e-mail
FEDERAL EMPLOYER ID NUMBER OR REASON FOR EXEMPTION		LICENSE NUMBER	
WORKERS COMP. INSURANCE CARRIER OR REASON FOR EXEMPTION		EXPIRATION DATE	
MESC EMPLOYER NUMBER OR REASON FOR EXEMPTION			

Contractor Affidavit: All work shall be installed in accordance with the current Electrical Code and I will assume the responsibility to arrange for the required inspections.

Home Owner Affidavit
I hereby certify the electrical work described on this permit application shall be installed by myself in my own single family dwelling in which I am living or about to occupy. All work shall be installed in accordance with the local Electrical Code and shall not be enclosed, covered or put into operation until inspected and approved by the Electrical Inspector. I will cooperate with the Electrical Inspector and assume the responsibility to arrange for the necessary inspections.

Signed _____



**VILLAGE OF SPRING LAKE
COMMERCIAL FACILITIES
EXEMPTION TAX INCENTIVE
APPLICATION**

PROJECT NAME: SPRING LAKE HOTEL GROUP, LLC

Date of Application: 1/10/2020

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

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

VILLAGE OF SPRING LAKE
COMMERCIAL FACILITIES
EXEMPTION GRANT PROGRAM

PROJECT NAME: NEW HOTEL
SPRING LAKE HOTEL GROUP, LLC

Taxable value at time of application:

\$ 500,000.00

Estimated project cost:

\$ 8,100,000.00

Expected jobs retained/added:

27

A. APPLICANT

1. Name: BASIL BACALL
2. Address: 2129 ORCHARD LAKE ROAD
SYLVAN LAKE, MI 48320
3. Telephone:
Home: CELL: 517-719-5178

Work: 248-863-3970

B. PROJECT INFORMATION

1. Property address: 940 WEST SAVIDGE STREET
2. Parcel ID of the property: SPRING LAKE HOTELS CONDOMINIUMS - UNIT 5
3. If leased, name & address of building owner(s): 70-03-16-475-004

C. PROJECT DESCRIPTION:

NEW HOTEL

- Attach revitalization plans (schematics, construction drawings, etc.) Designs must include materials to be used and color choices. See Spring Lake Village Zoning Ordinance for guidance.
- Applicant must appear before the Village Council to get approval prior to starting the project and after the project is complete.

Project Schedule: Proposed Start Date: FALL 2020 Expected End Date: SUMMER 2022

D. PROJECT DETAILS (SCORING):

1. Job Retention

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

Number of FTE jobs to be retained - 1 FTE Jobs

Scoring (completed by Village Staff)

1-5 jobs = 5 points

6-10 jobs = 10 points

11+ jobs = 15 points

SCORE - 5

2. New Jobs Created

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

Number of FTE jobs to be created - 26 FTE Jobs

Scoring (completed by Village Staff)

5 points per FTE job added

SCORE - 130

3. Project Value (eligible costs based on Policy)

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

\$ 8,100,000.00

Scoring (completed by Village staff):

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

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

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

\$150,000 + 45 Points X

SCORE - 45

4. Innovative Energy and Design Techniques

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

LEED Level —

Scoring (completed by Village staff):

LEED Certified level = 5 Points

LEED Silver level = 10 Points

NO ESTIMATE AT
THIS TIME

Adopted by the Village Council on March 18, 2019
VILLAGE OF SPRING LAKE, MICHIGAN
COMMERCIAL FACILITIES EXEMPTION
POLICY GUIDELINE FOR APPLICANTS

IN CONFORMANCE WITH
PUBLIC ACT NO. 255 of 1978

Adopted March 18, 2019

1.0 STRATEGIC PLANNING PROCESS

The Spring Lake Village Council adopted Resolution 2019 - 08 to create the Commercial Facilities Exemption (CFE) District. This policy has been developed to ensure the redevelopment that takes place is appropriate for the continued economic development within the Village of Spring Lake.

2.0 PURPOSE

The Spring Lake Village Council is a strong advocate of economic development activities, programs, and structures designed to create and promote employment opportunities and expand the local tax base. The State of Michigan, through the use of Public Act 255, creates incentives that can be used on a local level to spark business development and building rehabilitation. The purpose of this policy is to provide a beneficial public purpose through the stimulation of business growth and improved commercial areas of the Village, by freezing property taxes at their present value for a specified period of time. The Village Council believes that it should be an active participant and a leader where appropriate in the economic development of the Village.

The Village of Spring Lake supports the establishment of policies, programs, and facilities, permitted by law, which will carry out this policy. For the Village to accomplish these purposes in an orderly fashion, it must be assured that the use of tax incentives for commercial rehabilitation is judicious, fair, and responsibly accomplished. The Village adopts this policy, not only to encourage the use of tax incentives for commercial rehabilitation, but also to articulate the reasonable expectations of performance by those directly benefiting from the policy.

3.0 POLICY

- A. It is the policy of the Village of Spring Lake to provide commercial tax incentives to qualifying applicants under certain State laws. The policy will increase the tax base of the community, increase the number of residents in the community, attract new business and industry or will result in the expansion of businesses.
- B. Multiple certificates by the same applicant are permitted, if authorized by State law, based upon previous performance and compliance with projections and conditions of previous applications. Specific monitoring techniques will be employed which analyze the results of the rehabilitation certificate program overall and specifically of each applicant on an annual basis. An annual performance report will be prepared for review by the Village Council to determine the need for amendment to this policy.
- C. It is the intent of the Village of Spring Lake that each application be reviewed against this policy, procedures and the annual reports to determine on a case-by-case basis that the application meets the goals and objectives of the Village.

3.1 Commercial Facilities Exemption District Tax Incentive Criteria

The criteria to be considered by the Village Council in approval of applications, including applications for the establishment of districts, as well as the issuance of certificates, are the following:

- A. Compliance with the CFE District Policy as adopted by the Village Council.
- B. The commencement of the rehabilitation project did not occur prior to the establishment of the CFE District.
- C. The proposed redevelopment meets the definition of a qualified facility under P.A. 255 of 1978, and is located within an established CFE District in the Village of Spring Lake.
- D. Completion of the rehabilitation project can be reasonably expected to increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated.
- E. Will increase the tax base.
- F. Compliance of the petitioner in meeting previous CFE District requirements, and employment goals and investment projections (if relevant).
- G. The impacts on public rights of way and general circulation patterns.
- H. General site improvements such as paving, parking areas, increases in landscaping and ground vegetation with emphasis on Michigan Native plantings when applicable, and signage improvements.
- I. The history of the applicant in payment of taxes, water bills, or any other obligations to the Village. "Applicant," for this purpose, shall include any entity controlled by the principal officers or owners of the entity signing the present application. The Village shall not issue a certificate or approve a district in cases where the "applicant" as here defined, is delinquent in any tax, water bill, or obligation to the Village. A district or certificate shall not be approved if the applicant has pending litigation against the Village including appeals to the Michigan Tax Tribunal.
- J. The applicant must state, in writing, that the rehabilitation of the facility would not be financially possible without the applicant's receipt of the exemption certificate.
- K. The value of the rehabilitation must include improvements aggregating 10 % or more of the true cash value of the property at the commencement of the rehabilitation of property.
- L. The impact on property values in the general area of the project.
- M. The consistency of the project with adopted codes, ordinances and plans.
- N. Other considerations considered unique or of benefit to the community.

3.2 Administration & Monitoring Procedures

- A. The Village of Spring Lake Downtown Development Authority Board (DDA) shall be the administrator of the application process on Commercial Facilities Exemption Act award certificates. Prior to presenting an application to the Village Council for approval the DDA, in conjunction with any other appropriate Village departments, shall review all applications for compliance with this policy. The DDA shall provide the Village Council with a recommendation on the application.
- B. For each approved application, the property owner receiving the CFE certificate shall submit annual monitoring reports. These reports will include the following information:
 - New jobs created
 - Workforce breakdown (by race and gender)
 - Capital investment expended
 - Status of any other requirements set forth by the Village Council
- C. The Village of Spring Lake shall provide the report forms to the owner in the month of November for year-end calculations.
- D. The certificate holder (owner) shall submit the completed report form including status of the rehabilitation project and employment level (# of FTEs) to Village staff on or before January 20th of each year for the term of the certificate.
- E. The DDA shall provide an annual report on the status of active CFE certificates and a recommendation on the status of the certificate to the Village Council in February of the following year (i.e. 2019 annual report shall be submitted in February of 2020).
- F. The Village Council may revoke or reduce the exemption certificate if the applicant has not complied with this policy, is not current on utility or tax payments or has not remained in compliance with the ranking criteria as determined by the scoring system described in Section 3.6 (Application Ranking Criteria) of this policy.
- G. In the event that the applicant ceases operation, so that it is no longer employing people and producing goods and no successor entity has taken over the operation of the business, the Village Council may revoke the certificate.

3.3 Application Procedures

The following procedures are intended to implement the foregoing policy and provide complete applications upon which to base a decision for approval or denial. It is intended that the administration of this procedure and the application process be efficient and flexible so as to meet the applicant's needs while complying with the policy as adopted:

- A. Applications
 - 1. Application forms provided by the Village shall be filled out completely and additional required documents shall be attached when submitted to the Village Clerk.
 - 2. All fees shall be paid with the application. The Clerk will not process any application without the payment of all required fees.

- B. Processing of Applications; Schedule. The application will be processed on the following schedule:
1. Properly completed application for CFE certificates will be submitted to the Village Clerk. Copies will be forwarded to the DDA and other appropriate departments as necessary. The Clerk will also provide notification of the application in writing to the Village Assessor and the legislative body of each taxing unit that levies ad valorem property taxes in the Village of Spring Lake.
 2. Meeting scheduled with applicant to go over application, missing items, etc.
 3. A public hearing will be scheduled and resolution drafted to approve a district and certificate.
 4. A public hearing notice prepared by the DDA staff for publication and forwarded to the Village Clerk for publication in the Grand Haven Tribune. Public notice of the hearing shall not be less than 10 days or more than 30 days before the date of the hearing.
 5. Mailing to property owners (Certified Mail to create a district; regular mail to act on an application for a certificate) and taxing authorities with notification of application and public hearing date prepared and executed (if applicable). Notice will be given to all of the following:
 - Property Owner
 - Business Owner (if other than property owner)
 - Spring Lake School District
 - Ottawa Intermediate School District
 - Spring Lake Township Assessor's Office
 - County of Ottawa
 - Harbor Transit Multi-Modal Transportation System
 - Spring Lake District Library
 6. Time requirements set forth in any applicable statute or regulation shall be observed. This includes 60 days for the Village Council to approve or disapprove a resolution of approval, after the completed application is received by the Village Clerk, and 60 days for the State Tax Commission ("commission") to approve or disapprove the resolution, after the Village Council adopts a resolution to approve the application and issue the certificate.
 7. After approval by Village Council, the Village Clerk will review the application and attachments for completeness, then sign the application and send copies to the appropriate persons. A copy of the completed application will be forwarded to the property owner and the original application to the Village Council. The resolution and certificate is not effective unless approved by the Village Council.

3.4 Establishing Districts & Approving Certificates

The Village Council, on its own initiative, may choose to establish CFE Districts. The Village Council may establish one or more districts that may consist of one or more parcels or tracts of land or a portion of a parcel or tract of land. It is also possible for the Village Council to establish a district if a written request is filed by the owner or owners of property comprising at least 75% of all taxable value of the property located within a proposed commercial rehabilitation district. The written request must be filed with the Village Clerk. The resolution creating the Commercial Facilities Exemption District will note all terms and conditions to be met by both the applicant and the community, if any. The District shall be approved by resolution of the Village Council to include the boundaries of the district. A Certificate for a CFE Tax Incentive shall be approved only after the creation of the District. The Certificate shall be approved by resolution of the Village

Council to include the boundaries of the CFE District, the length of the abatement (1-12 years), and any conditions the Village Council deems appropriate for the issuance of the Certificate.

3.5 Filing and Compliance Monitoring Fee

The applicant shall pay the filing and monitoring fee at the time the application is made. No applications shall be submitted to Village Council for approval prior to the payment of this fee. The fee will be equal to 2% of the abated taxes (based on the amount of investment on the first full year of service) or a maximum of \$1,000.

3.6 Application Ranking Criteria

The following criteria are intended to provide direction for determining the length of all CFE tax incentives as well as other potential components of a tax incentives such as employment generation/retention and site/facility requirements. If, in the opinion of the Village Council, the application complies with Section 3.1 (CFE District Tax Incentive Criteria) of this policy, the following criteria will be utilized to determine the term of the proposed CFE tax incentive certificate.

A. Job Retention

1-5 Jobs	5 points	_____
6-10 Jobs	10 points	_____
11+ Jobs	15 points	_____

B. New Jobs Created

Five (5) points per new full-time job created as a result of the commercial redevelopment activity. No maximum limit on the total number of points for this category, since it is considered a major incentive for new full-time job creation.

Full-time jobs are defined as forty (40) hours per week. New jobs in the less than forty (40) hour per week range may be added together to create full-time equivalent (FTE) jobs.

All new jobs promised at the time of application must be filled within two years and must be maintained over the life of the abatement. In the event the employment is not maintained over the life of the abatement, the Village reserves the right to decrease the abatement by the number of years that were given for that employment.

New Jobs Points _____

C. Project Value (eligible costs based on Policy)

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

\$50,000 - \$74,999	15 Points	_____
\$75,000 - \$99,999	25 Points	_____
\$100,000 - \$149,000	35 Points	_____
\$150,000 +	45 Points	_____

D. Innovative Energy and Design Techniques

Applicant to submit documentation of one of the following LEED certification levels achieved by the Rehabilitation project:

LEED Certified level	5 Points	_____
LEED Silver level	10 Points	_____
LEED Gold level	15 Points	_____
LEED Platinum level	20 Points	_____

E. Bonus Provision at the Discretion of the Downtown Development Authority (DDA)

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

Bonus Points _____

F. Bonus Provisions at the Discretion of the Village Council

Based on information submitted by the applicant at the time of the original application, the Village Council may add an additional 1-25 points based on the relationship of the proposed rehabilitation project to the public policy initiatives identified below. At the discretion of the Village Council, other public policy initiatives may be considered.

1. Project has significant **regional** economic impact. The project has the magnitude to have a substantial positive effect on the health, safety or welfare of citizens in the region that will affect more than the Village of Spring Lake.
2. Project emphasizes emerging business and/or technology.
3. Project offers unique positive environmental impacts.
4. Project has jobs with health care benefits to employees.
5. Project provides affordable (missing middle) workforce housing
6. Project provides density housing (e.g.; 2nd story residential)

Bonus Points _____

TOTAL POINTS _____

3.7 Scoring System Total and Years of Proposed Abatement

< 25 Total Points:	1 Year
25 – 29 Total Points:	2 Years
30 – 34 Total Points:	3 Years
35 – 49 Total Points:	4 Years
50 – 59 Total Points:	5 Years
60 – 69 Total Points:	6 Years
70 – 79 Total Points:	7 Years
80 – 89 Total Points:	8 Years
90 – 99 Total Points:	9 Years
100 - 109 Total Points:	10 Years
110 – 119 Total Points:	11 Years
120 + Total Points:	12 Years

TOTAL YEARS OF COMMERCIAL FACILITIES EXEMPTION TAX ABATEMENT: _____

cfe policy 101019



EXTERIOR RENDERING

BOWERS+
ASSOCIATES
ARCHITECTURE DESIGN



EXTERIOR RENDERING

BOWERS+
ASSOCIATES
ARCHITECTURE DESIGN



EXTERIOR RENDERING

BOWERS+
ASSOCIATES
ARCHITECTURE DESIGN

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

ATTENTION: COUNTY REGISTER OF DEEDS:
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

EXHIBIT B TO THE MASTER DEED OF
SPRING LAKE HOTELS CONDOMINIUMS
VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MICHIGAN

LEGAL DESCRIPTION

THAT PART OF SECTION 16, TOWN 8 NORTH, RANGE 18 WEST, VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF NEW MILL POINT CONDOMINIUM, AS AMENDED, OTTAWA COUNTY SUBDIVISION PLAN #85, AS RECORDED IN LIBER 1054 ON PAGES 499 THROUGH 502, THENCE ALONG THE WEST LINE OF SAID NEW MILL POINT CONDOMINIUM SOUTH 03 DEGREES 56 MINUTES 07 SECONDS WEST 334.42 FEET (PREVIOUSLY RECORDED AS 334.23 FEET) TO THE SOUTHWEST CORNER OF SAID NEW MILL POINT CONDOMINIUM; THENCE ALONG THE SOUTH LINE OF SAID NEW MILL POINT CONDOMINIUM SOUTH 84 DEGREES 07 MINUTES 28 SECONDS EAST 239.45 FEET TO THE SOUTHEAST CORNER OF SAID NEW MILL POINT CONDOMINIUM; THENCE ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID NEW MILL POINT CONDOMINIUM SOUTH 00 DEGREES 01 MINUTES 37 SECONDS WEST 35.50 FEET TO A POINT BEING OVER THE WATERS OF THE GRAND RIVER; THE FOLLOWING SEVEN COURSES ARE OVER AND ACROSS THE WATERS OF THE GRAND RIVER AND THE SPRING LAKE CHANNEL, THENCE NORTH 32 DEGREES 44 MINUTES 27 SECONDS WEST 25.18 FEET TO THE NORTHEAST CORNER OF HOLIDAY ISLE MARINA CONDOMINIUM, OTTAWA COUNTY SUBDIVISION PLAN NO. 212 (FORMERLY KNOWN AS GRAND HARBOR YACHT CLUB CONDOMINIUM); THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID HOLIDAY ISLE MARINA CONDOMINIUM NORTH 84 DEGREES 09 MINUTES 16 SECONDS WEST 440.40 FEET; THENCE SOUTH 08 DEGREES 02 MINUTES 24 SECONDS WEST 7.60 FEET; THENCE NORTH 83 DEGREES 57 MINUTES 36 SECONDS WEST 263.50 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 20 SECONDS WEST 114.24 FEET (PREVIOUSLY RECORDED AS 114.14 FEET); THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 18.50 FEET; AN ARC LENGTH OF 33.34 FEET AND WHOSE LONG CHORD BEARS NORTH 35 DEGREES 51 MINUTES 23 SECONDS WEST 30.20 FEET; THENCE NORTH 18 DEGREES 51 MINUTES 51 SECONDS EAST 334.65 FEET (PREVIOUSLY RECORDED AS 334.44 FEET) TO THE SOUTH RIGHT OF WAY LINE OF M-104; THENCE LEAVING THE WATERS OF THE SPRING LAKE CHANNEL AND PROCEEDING ALONG SAID SOUTH RIGHT OF WAY LINE OF M-104 SOUTH 86 DEGREES 25 MINUTES 23 SECONDS EAST 524.07 FEET (PREVIOUSLY RECORDED AS 523.94 FEET) TO THE POINT OF BEGINNING, TOGETHER WITH AND SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

DEVELOPER

HORIZON HOSPITALITY, LLC
2350 FRANKLIN RD, SUITE 140
BLOOMFIELD HILLS, MI 48302

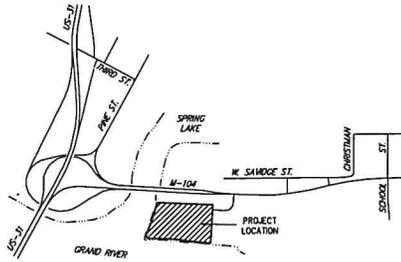
SURVEYOR

MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING
403 OAK STREET
SPRING LAKE, MICHIGAN 49456

SHEET INDEX

- 1 OF 6 COVER SHEET
- 2 OF 6 SURVEY PLAN
- 3 OF 6 SITE PLAN
- 4 OF 6 UTILITY PLAN
- 5 OF 6 UNIT PLAN - UNITS 1 THRU 4
- 6 OF 6 UNIT PLAN - UNIT 5

NOTE:
THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS AS PREPARED BY A LICENSED DESIGN PROFESSIONAL. ANY BUILDING AND UTILITY INFORMATION SHOWN ARE NOT ACTUAL DESIGN PLANS AND IS ONLY SHOWN AS A REPRESENTATION. DESIGN PLANS MAY BE FILED WITH THE LOCAL BUILDING DEPARTMENT OR STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.



LOCATION MAP - NO SCALE

10-30-2019

DATE:



Brian A. Ford
BRIAN A. FORD
PROFESSIONAL SURVEYOR
REGISTRATION NUMBER 47199
MILANOWSKI AND ENGLERT
ENGINEERING & SURVEYING
403 OAK STREET
SPRING LAKE, MICHIGAN 49456

PROPOSED DATED: OCTOBER 30, 2019

MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING
403 Oak Street - Spring Lake, Michigan 49456
Phone: 818-847-4079 Fax: 818-847-4528

SPRING LAKE HOTELS CONDOMINIUMS
SECTION 16, TOWN 8 NORTH, RANGE 18 WEST,
VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MI

DATE 10-30-2019 DRAWN BY TV/DRB
SHEET 1 OF 6 JOB NO. 15884

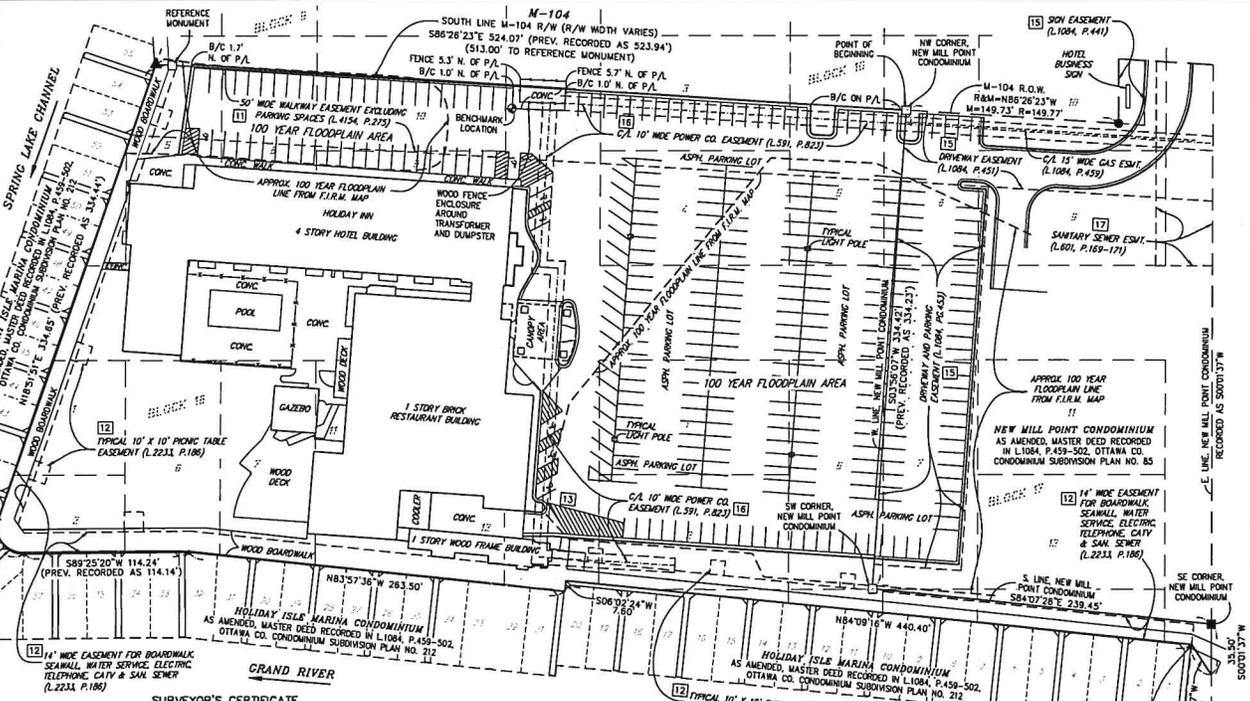
COVER SHEET

TAMM & S.L. HOTEL CONDO CHARTER & PLANNING, P.L.L.C. REVISED 10-30-19

TABLE OF EASEMENTS

AS REFERENCED IN THE EXCEPTIONS SCHEDULE OF THE TITLE COMMITMENT FILE NUMBER 774047 FOR THE SUBJECT PROPERTY, DATED 5-22-2019, BY FIRST AMERICAN TITLE INSURANCE COMPANY

- 11 WALKWAY EASEMENT AND USE AGREEMENT IN FAVOR OF THE VILLAGE OF SPRING LAKE AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN LIBER 4154, PAGE 275.
- 12 TERMS AND CONDITIONS CONTAINED IN DECLARATION AND GRANT OF EASEMENTS FOR GRAND HARBOR YACHT CLUB AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 2233, PAGE 186.
- 13 TERMS AND CONDITIONS CONTAINED IN DECLARATION OF EASEMENTS AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 2049, PAGE 354 AND FIRST AMENDED AND RESTATED DECLARATION OF EASEMENTS RECORDED IN LIBER 2233, PAGE 175. (NO LONGER APPLIES)
- 15 TERMS AND CONDITIONS CONTAINED IN DECLARATION OF EASEMENTS AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 1084, PAGE 411.
- 16 EASEMENT IN FAVOR OF CONSUMERS POWER COMPANY AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN LIBER 591, PAGE 823.
- 17 EASEMENT IN FAVOR OF THE VILLAGE OF SPRING LAKE AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN LIBER 601, PAGE 189.



NOTES:

- 1) THE BASIS OF BEARING IS THE WEST LINE OF NEW MILL POINT CONDOMINIUM, OTTAWA COUNTY SUBDIVISION PLAN NO. 212 AS RECORDED IN LIBER 1084 ON PAGES 459 THROUGH 502 AS SOUTH 03 DEGREES 56 MINUTES 07 SECONDS WEST.
- 2) BENCHMARK INFORMATION: ELEVATION 584.39 NAVD83 DATUM CHISELED SQUARE ON THE SW CORNER OF CONCRETE PAD LOCATED 55 FEET NORTH OF THE NE CORNER OF THE HOLIDAY INN HOTEL BUILDING.
- 3) FLOODPLAIN INFORMATION: THE APPROXIMATE 100 YEAR FLOODPLAIN LINE IS SHOWN ON THE PLAN BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR THE VILLAGE OF SPRING LAKE (COMMUNITY NUMBER 250200), OTTAWA COUNTY, MICHIGAN AS SHOWN ON FIRM MAP NUMBER 28139C0079E WITH AN EFFECTIVE DATE OF DECEMBER 16, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 584.30 (NAVD 1989). THE BUILDING AREAS AND REMAINDER OF THE SITE ARE WITHIN THE 500 YEAR FLOODPLAIN AREA PER THE ABOVE NOTED F.I.R.M. MAP.

SURVEYOR'S CERTIFICATE

I, BRIAN A. FORD, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 212 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED AS SHOWN.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

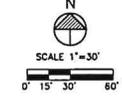
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

LEGEND

- FOUND CONCRETE MONUMENT
- FOUND IRON BAR
- ▲ FOUND MAG NAIL
- SET CONCRETE MONUMENT (4" DIAM. X 36" LONG WITH 1/2" REBAR)
- M = MEASURED
- R = RECORDED

10-30-2019
DATE: *Brian A. Ford*
BRIAN A. FORD
PROFESSIONAL SURVEYOR
REGISTRATION NUMBER 47199
MILANOWSKI AND ENGLERT
ENGINEERING & SURVEYING
403 OAK STREET
SPRING LAKE, MICHIGAN 49456



SURVEY PLAN

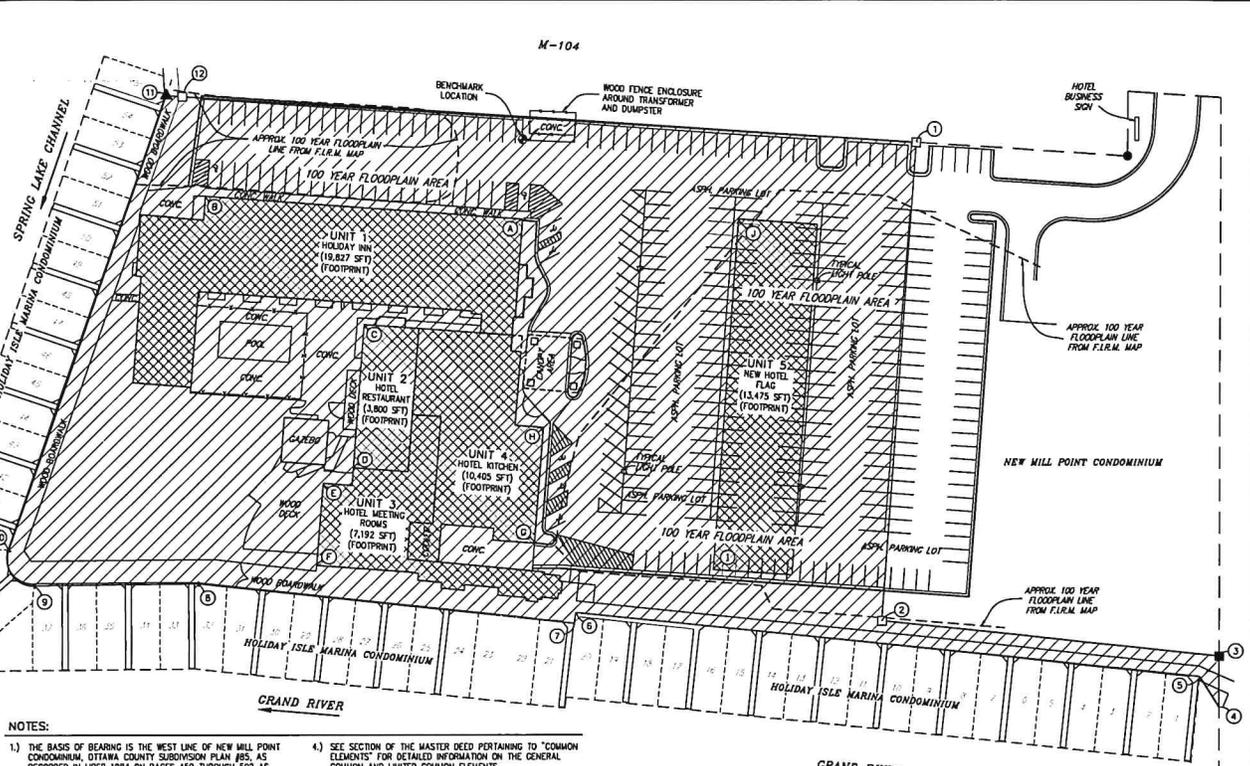
PROPOSED DATED: OCTOBER 30, 2019
MILANOWSKI & ENGLERT ENGINEERING & SURVEYING
403 Oak Street - Spring Lake, Michigan 49456
Phone: 616-847-4070 Fax: 616-847-8528
SPRING LAKE HOTELS CONDOMINIUMS
SECTION 16, TOWN 8 NORTH, RANGE 16 WEST, VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MI.
DATE: 10-30-2019 | DRAWN BY: TV/DRB
SHEET 2 OF 6 JOB NO. 15884

M-104

BOUNDARY COORDINATE SCHEDULE		
POINT	NORTHING	EASTING
1	4968.1355	4784.5500
2	4634.4996	4761.5986
3	4609.9875	4999.7907
4	4574.4875	4999.7740
5	4595.6502	4986.1665
6	4640.3032	4548.0565
7	4632.9494	4547.2572
8	4680.8760	4285.2189
9	4659.5238	4170.9808
10	4684.0044	4153.2879
11	5000.8797	4261.4889
12	4999.9921	4277.5401

BUILDING UNIT COORDINATE SCHEDULE		
POINT	NORTHING	EASTING
A	4914.7834	4510.1428
B	4930.6833	4288.9632
C	4941.3361	4399.9974
D	4741.5990	4392.7789
E	4730.8497	4371.8873
F	4673.5500	4367.4172
G	4688.9958	4519.0587
H	4789.7092	4525.0611
I	4670.5064	4644.1366
J	4914.9207	4661.0983

LEGEND	
■	FOUND CONCRETE MONUMENT
●	FOUND IRON BAR
▲	FOUND MAG NAIL
□	SET CONCRETE MONUMENT (4" DIAM. X 36" LONG WITH 1/2" REBAR)
⊙	BOUNDARY COORDINATE DESIGNATION
Ⓐ	UNIT COORDINATE DESIGNATION
UNIT 2	UNIT DESIGNATION
▨	GENERAL COMMON ELEMENT
▩	LIMITED COMMON ELEMENT



NOTES:

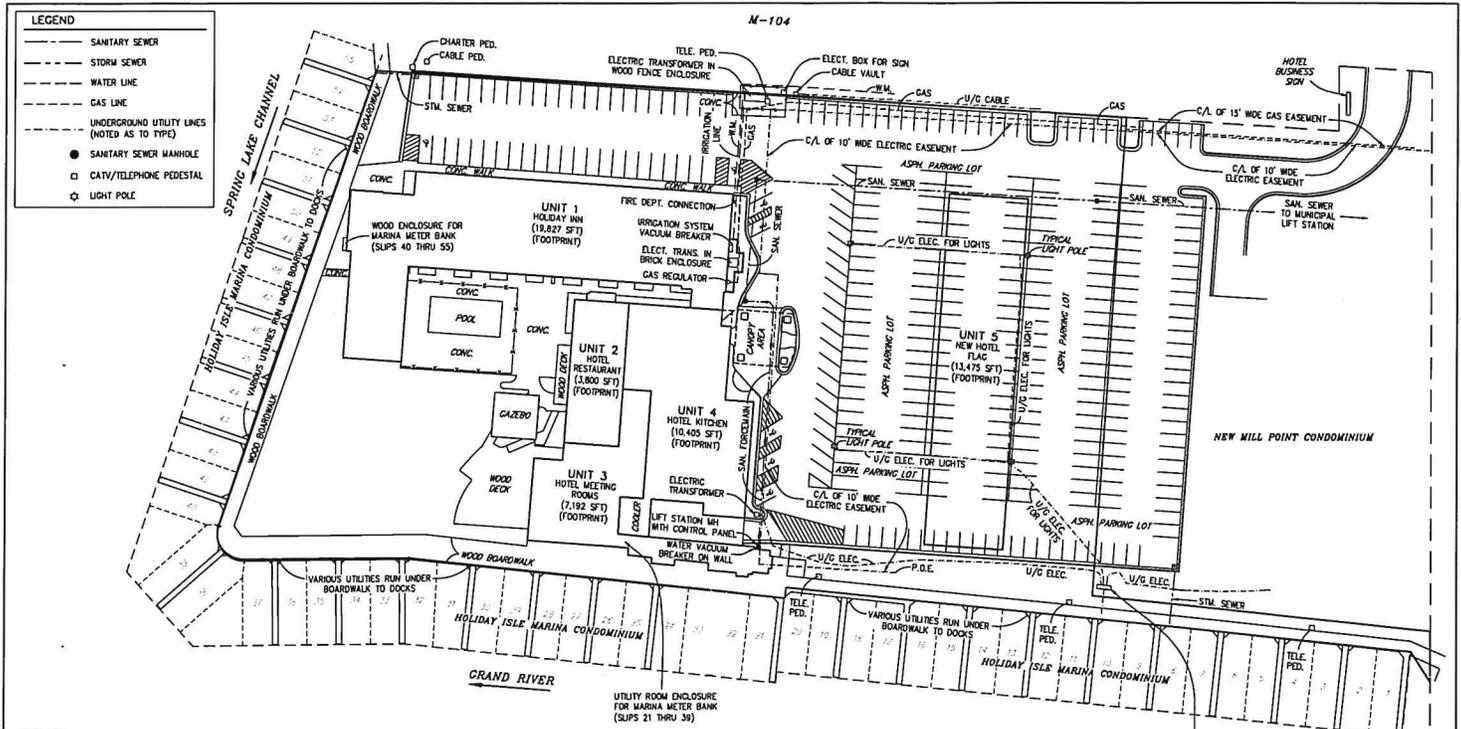
- 1.) THE BASIS OF BEARING IS THE WEST LINE OF NEW MILL POINT CONDOMINIUM, OTTAWA COUNTY SUBDIVISION PLAN #85, AS RECORDED IN LIBER 1084 ON PAGES 459 THROUGH 502 AS SOUTH 03 DEGREES 36 MINUTES 07 SECONDS WEST.
- 2.) BENCHMARK INFORMATION: ELEVATION 584.39 NAVD83 DATUM CHISELED SQUARE ON THE SW CORNER OF CONCRETE PAD LOCATED 55 FEET NORTH OF THE NE CORNER OF THE HOLIDAY INN HOTEL BUILDING.
- 3.) FLOODPLAIN INFORMATION: THE APPROXIMATE 100 YEAR FLOODPLAIN LINE IS SHOWN ON THE PLAN BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR THE VILLAGE OF SPRING LAKE (COMMUNITY NUMBER 280282), OTTAWA COUNTY, MICHIGAN AS SHOWN ON FIRM MAP NUMBER 28139C0209C WITH A EFFECTIVE DATE OF DECEMBER 16, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 584.30 (NAVD 1988). THE BUILDING AREAS AND REMAINDER OF THE SITE ARE WITHIN THE 500 YEAR FLOODPLAIN AREA PER THE ABOVE NOTED F.I.R.M. MAP.
- 4.) SEE SECTION OF THE MASTER DEED PERTAINING TO "COMMON ELEMENTS" FOR DETAILED INFORMATION ON THE GENERAL COMMON AND LIMITED COMMON ELEMENTS.
- 5.) UNITS 1 THROUGH 4 AND ALL APPURTENANT IMPROVEMENTS "MUST BE BUILT".
- 6.) UNIT 5 AND ALL APPURTENANT IMPROVEMENTS "MAY NOT BE BUILT" AND IS A CONVERTIBLE AREA IF NOT BUILT.

10-30-2019
 DATE:
 BRIAN A. FORD
 PROFESSIONAL SURVEYOR
 REGISTRATION NUMBER 47199
 MILANOWSKI AND ENGLERT
 ENGINEERING & SURVEYING
 403 OAK STREET
 SPRING LAKE, MICHIGAN 49456



PROPOSED DATED: OCTOBER 30, 2019
 MILANOWSKI & ENGLERT
 ENGINEERING & SURVEYING
 403 Oak Street - Spring Lake, Michigan 49456
 Phone: 818-843-4070 Fax: 818-843-8528
 SPRING LAKE HOTELS CONDOMINIUMS
 SECTION 16, TOWN 8 NORTH, RANGE 16 WEST,
 VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MI
 DATE: 10-30-2019 DRAWN BY: TV/DRB
 SHEET 3 OF 6 JOB NO. 15884

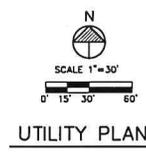
5884 - E.L. METZLER CONSULTING & PLANNING, P.L.L.C. PLOTTED: 10-30-2019



- LEGEND**
- SANITARY SEWER
 - STORM SEWER
 - WATER LINE
 - GAS LINE
 - - - UNDERGROUND UTILITY LINES (NOTED AS TO TYPE)
 - SANITARY SEWER MANHOLE
 - CATV/TELEPHONE PEDESTAL
 - ⊙ LIGHT POLE

- NOTES:**
- 1.) ALL MAINLINE UTILITIES SERVICING THE UNITS, "MUST BE BUILT".
 - 2.) UTILITY SERVICE LINES (SANITARY SEWER, WATER, GAS, ELECTRIC, TELEPHONE AND CATV) SERVING THE UNITS, "MUST BE BUILT".
 - 3.) THERE MAY BE UTILITY SERVICE LINES (SANITARY SEWER, WATER, GAS, ELECTRIC, TELEPHONE AND CATV) ON THE PROPERTY THAT ARE NOT SHOWN DUE TO THE LACK OF SUFFICIENT AS-CONSTRUCTED INFORMATION.
 - 4.) THERE ARE UTILITY SERVICE LINES (SANITARY PUMPOUT, WATER, ELECTRIC, TELEPHONE AND CATV) LOCATED UNDER THE WOOD BOARDWALK TO SERVICE THE DOCK BOXES FOR THE MARINA SLIPS. THESE ARE NOT SHOWN DUE TO THE LACK OF SUFFICIENT AS-CONSTRUCTED INFORMATION.
 - 5.) EACH UNIT SHALL BE SERVICED BY AN INDIVIDUAL WATER SERVICE METER CONNECTED TO THE EXISTING MAIN WATER SERVICE SUPPLY.
 - 6.) EACH UNIT SHALL BE SERVICED BY MUNICIPAL SANITARY SEWER CONNECTED TO THE EXISTING BUILDING SANITARY SEWER CONNECTION.
 - 7.) UTILITY INFORMATION SHOWN IS DERIVED FROM FIELD OBSERVATIONS, MARKINGS BY "DIAMOND CONCRETE SAWING" (A PRIVATE UTILITY MARKING COMPANY), NEW HILL POINT CONDOMINIUM AND HOLIDAY ISLE MARINA CONDOMINIUM.
 - 8.) SEE SECTION OF THE MASTER DEED PERTAINING TO "COMMON ELEMENTS" FOR DETAILED INFORMATION ON THE GENERAL COMMON AND LIMITED COMMON ELEMENTS.
 - 9.) UNITS 1 THROUGH 4 AND ALL APPURTENANT IMPROVEMENTS "MUST BE BUILT".
 - 10.) UNIT 5 AND ALL APPURTENANT IMPROVEMENTS "NEED NOT BE BUILT" AND IS A CONVERTIBLE AREA IF NOT BUILT.

10-30-2019
 DATE: *Brian A. Ford*
 BRIAN A. FORD
 PROFESSIONAL SURVEYOR
 REGISTRATION NUMBER 47199
 MILANOWSKI AND ENGLERT
 ENGINEERING & SURVEYING
 403 OAK STREET
 SPRING LAKE, MICHIGAN 49456



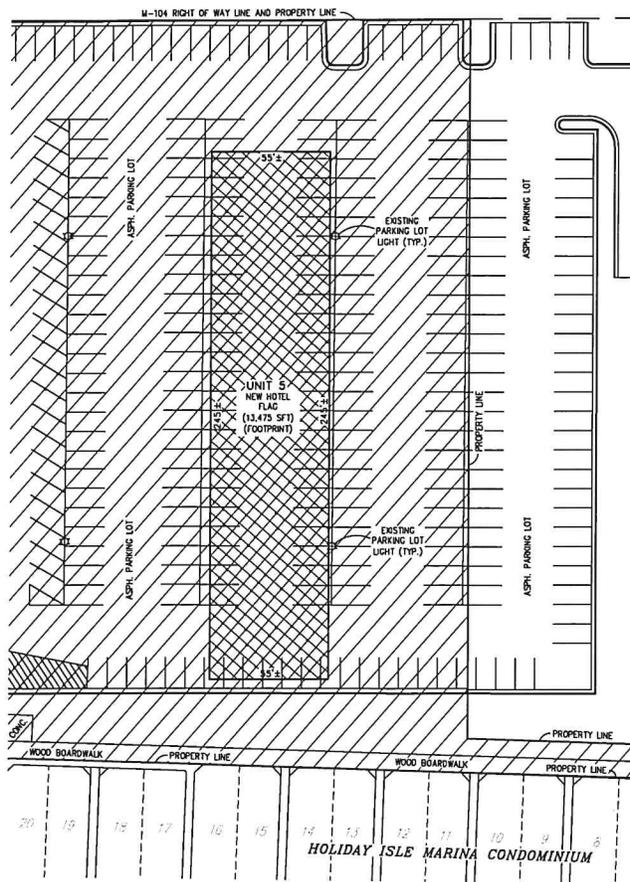
PROPOSED DATED: OCTOBER 30, 2019

**MILANOWSKI & ENGLERT
 ENGINEERING & SURVEYING**
 403 Oak Street - Spring Lake, Michigan 49456
 Phone: 616-847-4079 Fax: 616-847-8528

SPRING LAKE HOTELS CONDOMINIUMS
 SECTION 16, TOWN 8 NORTH, RANGE 16 WEST,
 VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MI
 DATE: 10-30-2019 DRAWN BY: TV/DRB
 SHEET 4 OF 6 JOB NO. 15884

LARRY E. L. HOTEL CONDO, CHARTER P. PLANS/CONG. PLOTTED: 10-30-19

15844 - 5L - HOTELS CONDO UNIT 5 PLANS - REVISED 10-30-19



LEGEND

☆ LIGHT POLE

UNIT 5 UNIT DESIGNATION

▨ GENERAL COMMON ELEMENT

▩ LIMITED COMMON ELEMENT

- NOTES:**
- 1) THE BASIS OF BEARING IS THE WEST LINE OF MILL POINT CONDOMINIAL OTTAWA COUNTY SUBDIVISION PLAN #85, AS RECORDED IN LIBER 1004 ON PAGES 402 THROUGH 438 AS SOUTH 03 DEGREES 58 MINUTES 07 SECONDS WEST.
 - 2) FLOODPLAIN INFORMATION: THE APPROXIMATE 100 YEAR FLOODPLAIN LINE IS SHOWN ON THE SURVEY AND SITE PLAN SHEETS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR THE VILLAGE OF SPRING LAKE (COMMUNITY NUMBER 260282), OTTAWA COUNTY, MICHIGAN AS SHOWN ON FIRM MAP NUMBER 26139C007RE WITH AN EFFECTIVE DATE OF DECEMBER 18, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 584.20 (NAVD 1985). THE BUILDING AREAS AND REMAINDER OF THE SITE ARE WITHIN THE 500 YEAR FLOODPLAIN AREA PER THE ABOVE NOTED F.I.R.M. MAP.
 - 3) SEE SECTION OF THE MASTER DEED PERTAINING TO "COMMON ELEMENTS" FOR DETAILED INFORMATION ON THE GENERAL COMMON AND LIMITED COMMON ELEMENTS.
 - 4) UNIT 5 AND ALL APPURTENANT IMPROVEMENTS "NEED NOT BE BUILT" AND IS A CONVERTIBLE AREA IF NOT BUILT.

10-30-2019

DATE: *Brian A. Ford*

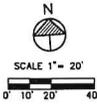
BRIAN A. FORD
 PROFESSIONAL SURVEYOR
 REGISTRATION NUMBER 47199
 MILANOWSKI AND ENCLERT
 ENGINEERING & SURVEYING
 403 OAK STREET
 SPRING LAKE, MICHIGAN 49456



PROPOSED DATED: OCTOBER 30, 2019

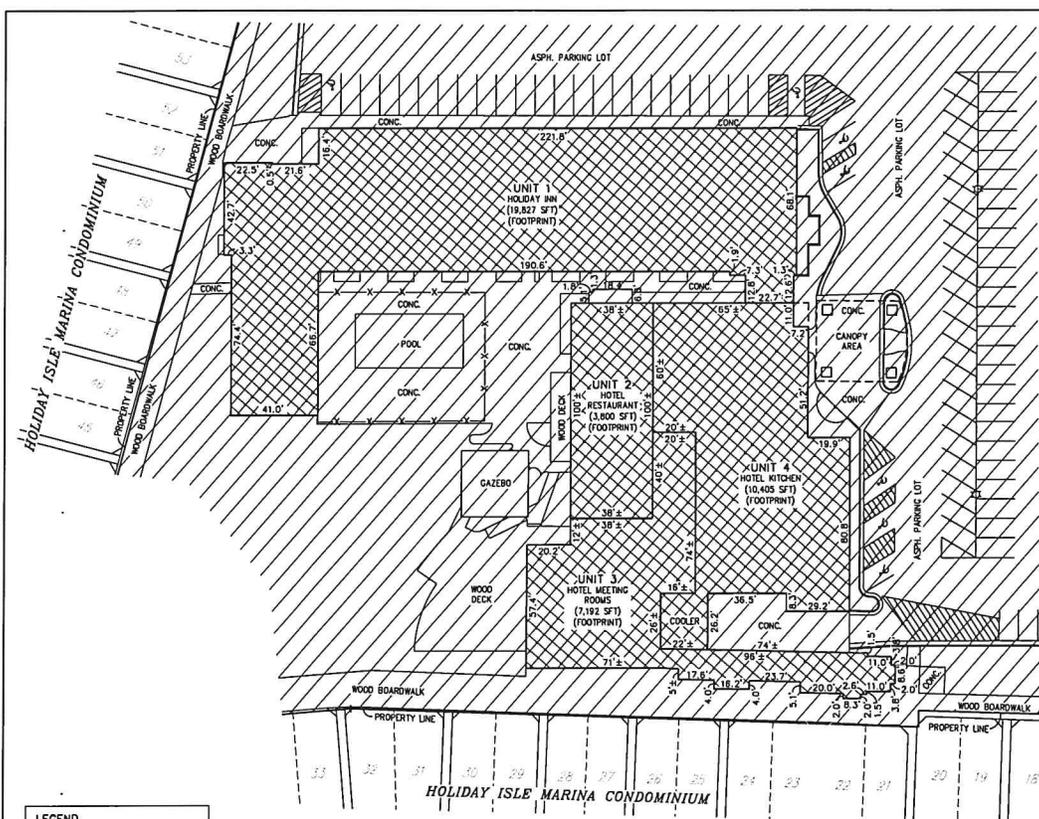
MILANOWSKI & ENCLERT
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 403 Oak Street - Spring Lake, Michigan 49456
 Phone: 616-847-4070 Fax: 616-847-5628

SPRING LAKE HOTELS CONDOMINIUMS
 SECTION 16, TOWN 8 NORTH, RANGE 16 WEST,
 VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MI
 DATE 10-30-2019 DRAWN BY TV/DRB
 SHEET 6 OF 6 JOB NO. 15884



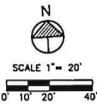
UNIT PLAN - UNIT 5

15884 S.L. HOTELS CONDO EXHIBIT B PLANS/CONC. PLOTTER: 10-30-19



LEGEND

- ☆ LIGHT POLE
- UNIT 2 UNIT DESIGNATION
- ▨ GENERAL COMMON ELEMENT
- ▩ LIMITED COMMON ELEMENT



**UNIT PLAN
UNIT 1 THRU 4**

- NOTES:**
- 1) THE BASIS OF BEARING IS THE WEST LINE OF MILL POINT CONDOMINIUM, OTTAWA COUNTY SUBDIVISION PLAN J53, AS RECORDED IN LIBER 1084 ON PAGES 492 THROUGH 498 AS SOUTH 03 DEGREES 56 MINUTES 07 SECONDS WEST.
 - 2) FLOODPLAIN INFORMATION: THE APPROXIMATE 100 YEAR FLOODPLAIN LINE IS SHOWN ON THE SURVEY AND SITE PLAN SHEETS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR THE VILLAGE OF SPRING LAKE (COMMUNITY NUMBER 260282), OTTAWA COUNTY, MICHIGAN AS SHOWN ON FIRM MAP NUMBER 2813902079E WITH AN EFFECTIVE DATE OF DECEMBER 16, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 584.30 (NAVD 1985). THE BUILDING AREAS AND REMAINDER OF THE SITE ARE WITHIN THE 500 YEAR FLOODPLAIN AREA PER THE ABOVE NOTED FIRM MAP.
 - 3) SEE SECTION OF THE MASTER DEED PERTAINING TO "COMMON ELEMENTS" FOR DETAILED INFORMATION ON THE GENERAL COMMON AND LIMITED COMMON ELEMENTS.
 - 4) UNITS 1 THROUGH 4 AND ALL APPURTENANT IMPROVEMENTS "MUST BE BUILT".

10-30-2019
DATE: *Brian A. Ford*
BRIAN A. FORD
PROFESSIONAL SURVEYOR
REGISTRATION NUMBER 47199
MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING
403 OAK STREET
SPRING LAKE, MICHIGAN 49456



PROPOSED DATED: OCTOBER 30, 2019
**MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING**
403 Oak Street - Spring Lake, Michigan 49456
Phone: 518-847-4070 Fax: 518-847-8628
SPRING LAKE HOTELS CONDOMINIUMS
SECTION 16, TOWN 8 NORTH, RANGE 16 WEST,
VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MI
DATE: 10-30-2019 DRAWN BY: TV/DRB
SHEET 5 OF 6 JOB NO.: 15884

TAC (TM) LELIANNA 98266034-A88814-7650-A4 1/8/2020 10 28 47 1007 1000 00

Spring Lake Hotel Group, LLC
 2129 Orchard Lake Rd.
 Sylvan Lake MI 48320

Chemical Bank
 980 S Old Woodward
 Birmingham, MI 48009

0001007

1/8/2020

PAY TO THE ORDER OF Village of Spring Lake \$ *\$1,000.00
One Thousand and 00/100***** DOLLARS

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

MEMO Exempt Tax Incentive Application




Security features included. Details on back.

⑈000001007⑈ ⑆072410013⑆5424299321⑈

Spring Lake Hotel Group, LLC

0001007

Village of Spring Lake			1/8/2020		AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/8/2020	Bill	01082020	1,000.00	1,000.00		1,000.00
				Check Amount		1,000.00
CATEGORY			MEMO		TOTAL	
ChemBank9321			Exempt Tax Incentive Application		1,000.00	

Spring Lake Hotel Group, LLC

0001007

Village of Spring Lake			1/8/2020		AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/8/2020	Bill	01082020	1,000.00	1,000.00		1,000.00
				Check Amount		1,000.00
CATEGORY			MEMO		TOTAL	
ChemBank9321			Exempt Tax Incentive Application		1,000.00	

**Request for Proposals
Parks & Recreation Assets Management Plan**



January 31, 2020

Response Due Date: 30 days from date of notice, 2020 by 10:00 a.m.

Issued By:
The Village of Spring Lake
102 W. Savidge St.
Spring Lake, MI 49456

Tuesday, ~~December 10~~, 2019
January 7, 2020

VILLAGE OF SPRING LAKE, MICHIGAN

Request for Proposals Parks & Recreation Assets Management Plan

January 7, 2020
~~Tuesday, December 10, 2019~~

GENERAL INFORMATION

Issuing Office

The Village of Spring Lake issues this Request for Proposals for a Parks & Recreation Assets Management Plan (RFP). All contact regarding this RFP should be directed to:

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

Email: christine@springlakevillage.org

PURPOSE

The Village of Spring Lake requests statements of interest, qualifications and proposals from professional planning and engineering firms that are capable of providing services leading to the development of a detailed parks and recreation assets management plan for all the parks and recreation facilities including property and maintenance thereof, located in the Village of Spring Lake, Michigan.

PROJECT OVERVIEW

The Village of Spring Lake Michigan, located in West-Michigan, was first established as Mill Point when property was purchased and a mill was created in 1837. The Village of Spring Lake was incorporated in 1869. The population of Spring Lake, based on the 2010 Census Bureau is 2,323. The Village is governed by the Village Council which is represented by seven Council members elected from the voting population of the Village. The Village's boundaries cover 1.74 square miles and includes a total of eleven (11) parks, some of which are simple water access pathways, kayak and canoe launches, boat launch, dock areas and a playground.

The Village is working toward implementing an assets management and maintenance plan that best serves the needs of the community. The Parks & Recreation Assets Management Plan will serve as a usable "blueprint" to the Village Council for future improvement and maintenance of the Village's parks, facilities and services.

Proposals shall indicate specific tasks and members of the design team, along with the identification of the responsible professional persons. Weight for the selection for the award of the study will be given, among other considerations, to the appropriateness of the personnel to the task, similar experience, and proposed tasks which are unique to the study needs. The selection process may also include an interview with prospective consultants to further discuss their proposals. Each task's time for completion shall be identified, along with any additional optional tasks which the consultant considers advantageous to the final study. A lump sum fee shall be provided for the scope of service's tasks, along with fees for any optional tasks.

PRE-SUBMISSION REQUIREMENTS

All interested firms are required to:

- A. Carefully and thoroughly evaluate the scope of services and submission requirements, and any other relevant information. Failure to read, examine and understand the RFP will not excuse any failure to comply with the requirements of the RFP.

- B. Visit the Project sites to become familiar with the general, local and site specific conditions.

- C. Consider federal, state and local laws and regulations and labor availability and contracts that may affect cost, progress, performance and furnishing of the services and the work of the Project.

SERVICES DESIRED

Scope of Services

When a park or recreational site is developed, there often is a lot of thought and hard work to have the facility planned and installed to serve the needs of the community. However, these facilities are often not funded properly after installation. They often become less than adequate for the needs of the community and even unsafe with no appreciable funding for repairs, updates or improvement. Therefore, the following is required for the Village of Spring Lake:

- A. Complete an inventory of all Village owned and operated recreational facilities with details as to the age, size, details of construction and manufacturer (when appropriate) that include both GIS and photo Inventory for all assets for the following:

1. Parking lots
2. Sidewalks
3. Buildings
4. Shelters
5. Signs
6. Boat launches
7. Tables
8. Benches
9. Trash receptacles
10. Trails
11. Stairs
12. Playgrounds & equipment
13. Basketball courts
14. Ball fields
15. Soccer fields → Pickleball courts
16. Maintenance equipment specific to the recreational facilities
17. Any other assets particular to Spring Lake Recreational facilities

Kayak launches

- B. Parks and Amenities Assessment and Recommendations

1. Complete a comprehensive analysis and evaluation of condition of all the properties and amenities within the Village owned parks system.

2. Create a quick reference guide that rates each asset as to the need to repair or replace each asset along with its expected longevity.
 3. Determine the current cost factor to maintain and replace each asset.
- C. Provide a detailed Parks & Recreation Assets Management Plan and a Capital Improvement Plan (CIP) in the following manner:
1. Create a draft management plan and CIP that contains prioritized recommendations and phasing for additions, renovations, redevelopments, replacements, decommissioning, maintenance and improvements of all existing and proposed parks, playgrounds, shelters and all other recreation amenities.
 2. Show both a short-term (immediate to five years) and a long-term (six to fifty years) Capital Improvement Plan schedule for the assets of the park system. If an asset will not require maintenance, improvement or replacement within fifty years, make note of an estimate of the year and cost for that item.
 3. Present the draft plan to Village staff and revise the plan and CIP incorporating input from the presentation.
 4. Submit ten (10) paper copies and one electronic copy of the final plan including maps, photos and financial details for review by the Village Parks Commission.

SUBMMITTAL OF RFP

Submittal Requirements

The following information shall be required in the RFP submittal:

1. Letter of Transmittal –The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:
 - a. Company name, address, and telephone number(s) of the firm submitting the proposal.
 - b. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
 - c. Federal and state taxpayer identification numbers of the firm.
 - d. Briefly state your understanding of the services to be performed and commitment to provide the services as specified.

- e. The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to its proposal.
 - f. Submit a statement which indicates that the "proposal shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the Village of Spring Lake."
2. General Vendor Information – Provide the following information:
 - a. Length of time in business.
 - b. Length of time in business of providing the services detailed in this RFP.
 - c. Location of the office which would service this account (location of headquarters and any field offices that are not providing service to this project should also be listed).
3. Description of Services – Provide the following information:
 - a. Describe how your firm is positioned to provide the services listed in this RFP and provide a history of experience providing similar services. In particular, describe previous work in West Michigan to create Parks & Rec Assets Management Plans.
 - b. Describe your approach and methodology to providing these services.
 - c. Provide insight as to how your team may propose to phase this project and your proposed schedule for each phase of this project.
4. References - Provide the following information:
 - a. Name, title, address, and telephone number of three references of clients for whom you have provided similar services.
 - b. Describe the actual services provided and the length of tenure providing services to each client referenced.
5. Staff Resources – Provide the following information:
 - a. Identify names of principals or sub-contractors and key personnel who, if your firm is selected, will actually provide the required work of the RFP.
 - b. Summarize the experience and expertise of these staff members (or subs).
 - c. Describe the role and responsibilities that each of these individuals will have on this project.
6. Default – Provide details of any action resulting in the termination of a contract in the past five years for default. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address and telephone number of the party. If NO such terminations for default have been

experienced by the vendor in the past five years, declare that. The Village will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.

7. Summary – Summarize your proposal and your firm's qualifications. Additionally, you may articulate why your firm is pursuing this work and how it is uniquely qualified to perform it. Include any other pertinent information that helps the Village of Spring Lake determine your overall qualifications. Your proposal summary is not to exceed two pages.
8. Cost of Services – As stated previously in this RFP, the goal of this project and the RFP is to have the result of a comprehensive plan for the maintenance and improvements to all Village-owned parks along with a workable Capital Improvement Plan to ensure the success of the Plan. With this in mind, submit the following:
 - a. Submit a proposed price for the RFP as stated.
 - b. Provide details and costs broken down into phases if your proposal is set up in phases.
 - c. Provide a detailed timeline for the creation of the Plan (by phase) and include suggested time for the Village to respond to each submittal made by your firm.
9. Insurance – Contractor shall furnish a certified copy of General Liability Insurance, as well as worker's compensation for the company and employees prior to beginning any work.

EVALUATION CRITERIA AND PROCESS

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

1. Experience
2. Understanding of services to be provided
3. Personnel expertise
4. Ability to provide requested services
5. Compatibility with end users
6. Project approach including timing for the project and plan for utilizing grants to reduce costs for the project.
7. Project price
8. References

DEADLINE FOR SUBMISSION OF PROPOSALS

1. Ten (10) paper copies and one digital copy of the proposal must be received by the Village of Spring Lake prior to ~~2:00 PM~~ ^{15:00 AM} prevailing time on ~~30 days from the date of the~~ ^{01/31/20} RFP. All copies of the proposal must be plainly marked as "~~100 S. Jackson Street~~ ^{Parks & Rec Asset Mgt. Plan} Redevelopment Proposal". Proposals shall be delivered or mailed to:

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

2. Any questions regarding this proposal are to be submitted no later than Friday, ~~15~~ ^{01/24/20} days from the date of the RFP to:

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

MISCELLANEOUS

1. The Village of Spring Lake reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the sole judgment of the Village of Spring Lake, best meets the requirements of the project.
2. The Request for Proposal creates no obligation on the part of the Village of Spring Lake to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The Village of Spring Lake reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The Village of Spring Lake further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the Village of Spring Lake may request.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated for reference purposes, this ____ day of _____ 2020, (the "**Agreement**") is made by and between THE **VILLAGE OF SPRING LAKE**, a Michigan Municipal Corporation (the "**Village**"), whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 and **GRAND HAVEN TOWNSHIP** (the "**Contractor**") of 13300 168th Avenue, Grand Haven, Michigan, 49417.

1. **General Agreement.** Village agrees to hire Contractor and Contractor agrees to be retained by Village as an independent contractor to perform services related to the Village's planning services described in Exhibit A (the "Services") as part of a collaborative planning opportunity. The City of Grand Haven will provide planning services. It is understood that the Village will contract zoning services from Spring Lake Township for the same term.

2. **Payment for Services.** Village agrees to pay, and Contractor agrees to accept payment for the Services at a rate of \$56.50 per hour for services provided by Stacey Fedewa, AICP or \$33.79 per hour for services provided by Cassie Hoisington, including travel time.

3. **Relationship Created.** Under all circumstances, the Contractor is not an employee of Village for any purpose whatsoever but is an independent contractor. Village is interested only in the proper performance of the Services by the Contractor, who shall have sole control of the manner and means of performance under this Agreement; yet, the Village will make all pertinent electronic, paper and technology available to contractor at no extra expense as it would for a full-time staff member.

4. **Expenses and Taxes.** Contractor shall provide and be responsible for all reasonable and necessary expenses in fulfilling the obligations under this Agreement. Village will not reimburse Contractor for any expenses, excepting mileage incurred at the current IRS rate. Contractor agrees that Village shall neither withhold any income taxes or FICA contributions from any fees which might be owed to Contractor, nor make any FICA contributions on behalf of Contractor, nor make any contributions for FUTA, applicable state employment taxes relating to unemployment compensation or applicable state worker's disability compensation.

5. **Contractor at Will.** Contractor understands that the services provided to Village shall be at the will of Village and that the services may be terminated at any time by either party with or without cause.

6. Term. The term is from February 11, 2020 to December 31, 2020. Agreement may be extended for up to three consecutive one-year periods upon written confirmation by Township and Village Manager.

7. Insurance Matters. Contractor represents and warrants to Village that they are adequately insured for liability, casualty, and property loss under applicable law, as well as in accordance with reasonable customs and practices, for the performance of the Services. Village shall not provide coverage under any worker's disability compensation insurance plan for any accident or injury arising in or out of the course of this Agreement and Village shall not provide coverage under any unemployment compensation insurance plan, or for unemployment benefits either during or after the term of this Agreement.

8. Indemnification by Contractor. Contractor shall indemnify and hold Village harmless against all claims made by Contractor or otherwise by reason of any misrepresentations, promises, or false statements made by Contractor. In addition, Contractor shall reimburse the Village on demand for any payment made by the Village with respect to any claim for damages by reason of any such misrepresentations, promises or false statements, including reasonable attorney's fees, or other defense costs and all out-of-pocket expenses of Village.

9. Indemnification by Village. Provided the Contractor has acted in good faith and has not made any misrepresentation, false statements or promises that are inconsistent with Village policies or procedures, the Village shall hold the Contractor (defined for purposes of this paragraph to include its officers and employees) harmless from, indemnify the Contractor for and defend the Contractor against any claims, causes of action, or lawsuits arising from the services performed by the Contractor pursuant to this Agreement.

10. Miscellaneous. This is the entire agreement of the parties and supersedes any prior agreement. This Agreement can only be modified in writing signed by both parties. The Agreement replaces and supersedes any prior agreements which may have existed between the parties, whether oral or written. Captions appearing at the beginning of each section hereof or within sections are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance. In this Agreement, words used in the singular shall include the plural, and the words used in the plural shall include the singular. The use of pronouns or other terms referring to the male gender shall include the female and/or neuter gender and use of pronouns or other terms referring to the female gender shall include the male gender. Reference to any person or entity herein is presumed by any designation of such person or equity. The word "**person**" includes a firm, association, partnership, joint venture, corporation, trust or equivalent entity or a combination of them as well as a natural person. No terms or provisions of this Agreement shall be deemed waived by the Village and no breach

excused by the same, unless the waiver or consent is in writing, signed by the Village. If any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall not be affected thereby and may be modified by a court of competent jurisdiction; regardless, the Agreement shall remain in force and effect, and shall continue to govern the relationship between and among the parties. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement shall be construed in accordance with the internal laws of the State of Michigan, excluding any applicable conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above provided.

VILLAGE OF SPRING LAKE
A Michigan Municipal Corporation

GRAND HAVE TOWNSHIP
A Michigan Municipal Corporation

By: _____
Mark Powers

By: _____

Its: President

Its: _____

By: _____
Marvin Hinga

By: _____

Its: Clerk/Treasurer

Its: _____

Planning Collaboration

Function List and Accountability
for
Grand Haven Township Planner

(In Order of Priority)

Function	GH Township	Village
1. Planning Commission staffing and liaison as Planner	√	
2. Planning Commission agenda	√	
3. Planning Commission minutes		√
4. Site Plan Reviews	√	
5. Planning Notices, Hearing Letters, Postings	√	
6. Recommendations on Public Improvement Program	√	√
7. Drafting of future Zoning amendments (requested by Planning Commission or Village Council or Village Manager)	√	
8. Holds Published Office Hours as Planner	√	
9. Answers basic questions (Administrative Assistant and/or Village Manager – assumes follow-up emails to Planner as necessary)		√
10. Urgent and important planning questions (Village staff cannot answer during non-office hours)	√	
11. Staff meetings	√	√
12.		
13.		
14.		
15.		
16.		

17.		
18.		

BID TABULATION

MILLPOINT PARK

Roof Replacement 20'x40' Laminated Waved Band Shelter

Roofing Contractors mailed a Request for Proposal:

- Montell Construction
- West MI Roofing Company
- Lakeside Roofing Company
- Lagacy Roofing & Restoration Co.
- Schmidt Roofing & Construction
- Blue Star Construction LLC
- Werner Roofing
- Free Spirit Construction
- Lake Michigan Construction

Proposal requirements: Submit unit costs, insurance, three references and authorized signature.

Proposals Received:

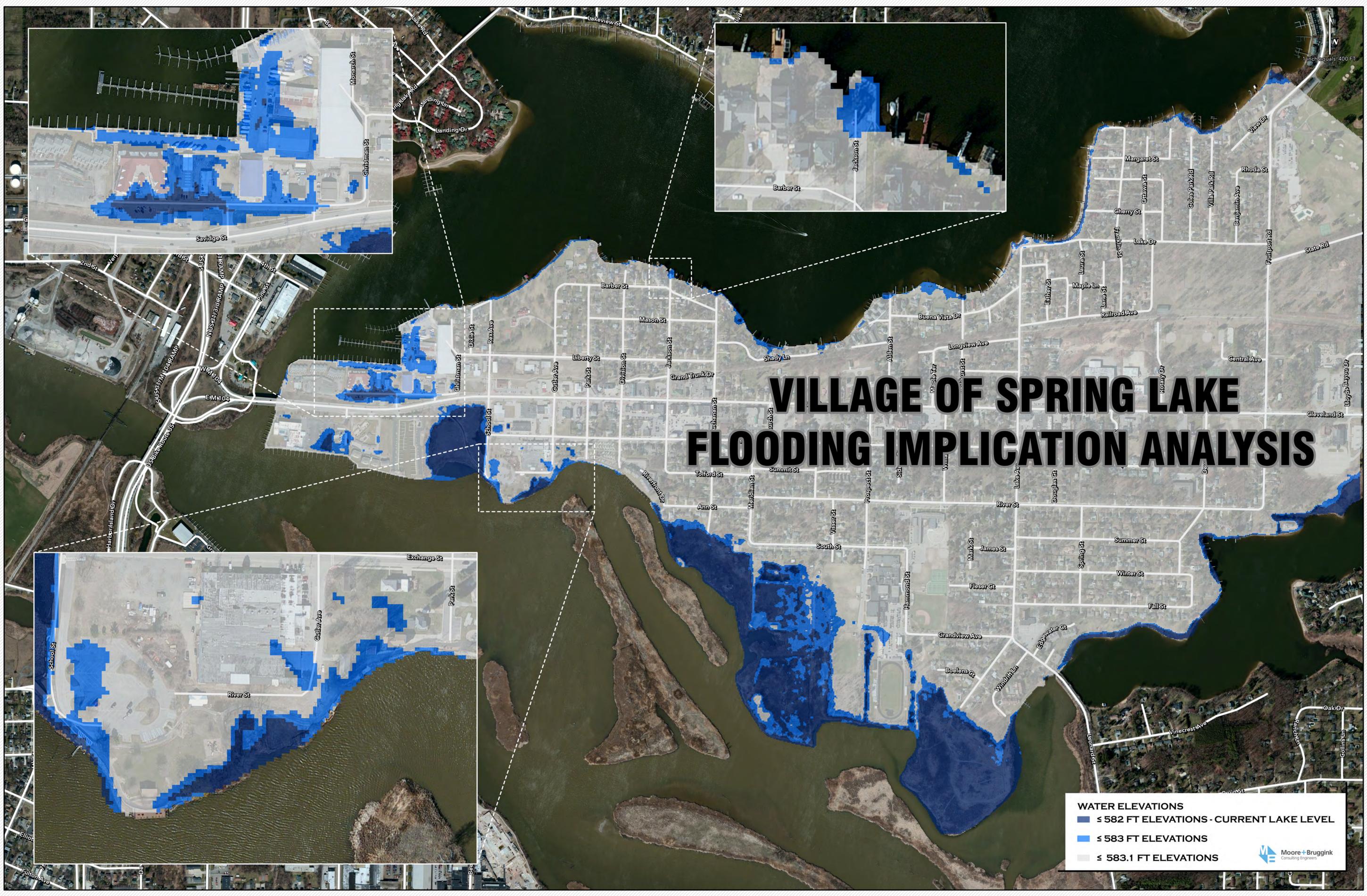
FIRM	Natura Shield	Rasmussen Exteriors	Blue Star Construction	Sharp Construction
Remove Existing	\$5,168.00	\$1,022.00	\$2,500.00	}
Underlayment	\$1,550.00	\$683.00	\$800.00	
Shingles	\$3,618.00	\$3,100.00	\$1,188.00	
Base Bid	10,336.00	\$4,807.00	4,489.0	
Roof Deck Repair Estimate	\$2,326.00	\$985.00	\$800.00	
Total Bid	\$12,662.00	\$5,792.00	\$5,289.00	Bid Submittal Form Not Used \$4,104.24
Signature	✓	✓	✓	no
Insurance	no	✓	✓	no
Unit Costs	✓	✓	✓	no
References	✓	✓	✓	no

VILLAGE OF SPRING LAKE FLOODING IMPLICATION ANALYSIS

WATER ELEVATIONS

- ≤ 582 FT ELEVATIONS - CURRENT LAKE LEVEL
- ≤ 583 FT ELEVATIONS
- ≤ 583.1 FT ELEVATIONS

 Moore+Bruggink
Consulting Engineers



**NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARINGS
FOR THE JOINT FIVE YEAR COMMUNITY RECREATION PLAN**

Entitled: “Explore the Grand Region, A Community
Parks & Recreation Plan in Northwest Ottawa County, 2020-2024
Encompassing the Communities of City of Ferrysburg, City of Grand Haven,
Grand Haven Charter Township, Spring Lake Township, and Village of Spring Lake

The public is invited to offer comment on the proposed Joint Five Year Recreation Plan for Northwest Ottawa County, which includes the communities listed herein. The public comment period will be open from December 14, 2019 to January 20, 2020.

Comments may be submitted in writing by residents to any of the communities listed or given publicly at any of the public hearings. A public hearing will be held in each of the communities prior to final plan adoption on the following anticipated dates during their regularly scheduled City Council, Village Council, and Township Board Meetings.

At the conclusion of the public comments and hearing, it is the intent to adopt the plan by all five communities and submit the plan to the Michigan Department of Natural Resources for approval.

To view the plan, or provide comments:

- Each municipality will also place an electronic copy on their website for viewing.
- Draft copies of the plan can be viewed during normal business hours at the office addresses listed in the table below.
- Written comments will be received at the municipal offices as listed above between the hours of 8:00am – 5:00pm, Monday through Friday.

Municipality	Date of Hearing	Time of Hearing	Address for Hearing
Grand Haven Charter Township	January 13, 2020	7:00 pm	13300 168 th Avenue, Grand Haven 49417
Spring Lake Township	January 13, 2020	7:00 pm	Meeting: 102 W Exchange, Spring Lake 49456
			Office: 101 S Buchanan Spring Lake 49456
City of Ferrysburg	January 20, 2020	7:00 pm	17290 Roosevelt Road, Ferrysburg 49409
City of Grand Haven	January 20, 2020	7:30 pm	519 Washington, Grand Haven 49417
Village of Spring Lake	January 20, 2020	7:00 pm	Meeting: 102 W Exchange, Spring Lake 49456
			Office: 102 W Savidge, Spring Lake 49456

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meeting Act), MCLA 41.72a (2) (3) and the Americans with Disabilities Act (ADA).

The municipality will provide necessary reasonable auxiliary aids and services at the hearings, such as signers for the hearing impaired and audiotapes of printed materials for visually-impaired persons, upon receipt of three days’ prior notice. Disabled persons requiring such auxiliary aids or services should so notify the municipality by contacting the respective Clerk of their municipality.

PUBLISH LEGAL AD: December 14, 2019

GRAND HAVEN AREA COMMUNITY FOUNDATION

47194

To: Village of Spring Lake

1/3/2020

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
GE-201926748-1	1/3/2020	Victoria Verplank Fund for Spring Lake Village Trees	\$11,442.00	\$0.00	\$11,442.00
		Totals:	\$11,442.00	\$0.00	\$11,442.00

WL85119LN1 WIRICK INC 616-842-6200

PRINTED IN U.S.A.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER.

GRAND HAVEN AREA COMMUNITY FOUNDATION

FIFTH THIRD BANK

47194

ONE SOUTH HARBOR DRIVE
GRAND HAVEN, MI 49417

74-5/724

DATE

1/3/2020

47194

PAY

Eleven thousand four hundred forty two and 00/100 Dollars

\$** 11,442.00

TO
THE
ORDER OF

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

Handwritten Signature

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈047194⑈ ⑆072400052⑆ 1509211111⑈

WZ473022 - 02-19

Security Features Included Details on back



Grand Haven Area

community foundationSM

Spring Lake

JAN 06 2020

Received

January 3, 2020

Village of Spring Lake
102 W Savidge St
Spring Lake, MI 49456-3401

Re: Grant #201926748 from the Victoria Verplank Fund for Spring Lake Village Trees

Dear Friends:

I am pleased to enclose a grant award in the amount of \$11,442.00. These grant funds are to be used to help provide reimbursement for the Village of Spring Lake's 2019 Forestry Expenses, as recommended by the donor advisor for the Victoria Verplank Fund for Spring Lake Village Trees.

Any special notes of thanks may be sent to the fund advisor at the address below:

Tony Verplank
221 N Cutler Street
Spring Lake, MI 49456

Any gift recognition or publicity that this grant receives should indicate that support came from the Victoria Verplank Fund for Spring Lake Village Trees.

No tax receipt is necessary because this grant has been made to you by the Victoria Verplank Fund for Spring Lake Village Trees, of the Grand Haven Area Community Foundation, a 501(c)(3) public charity. The Grand Haven Area Community Foundation is pleased to assist our donors in meeting their charitable giving goals. Please let us know if you have any questions about this grant award. Best wishes for continued success with your work.

Sincerely,

Chris Riker, Vice President of Advancement & Donor Services
Grand Haven Area Community Foundation

Please note: IRS regulations prohibit the use of charitable deductions for "deputized fundraising" or earmarking of gifts for a particular person. Cashing of this check certifies that the enclosed funds will not be allocated or used for any individual designated by the donor. In addition, cashing of this check certifies that it will not be used in lieu of any financial obligation the donor may have to your organization nor will the donor receive any personal benefit as a result of this gift.



Spring Lake District Library Calendar of Events January 2020



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>Blizzard of Books Reading Club for Adults Read books, earn prizes!</p> <p>Sponsored by SLDL Friends</p>		<p>Questions about library services or programs?</p> <p>Call 616.846.5770 or visit sllib.org</p>	<p>1</p>  <p>HAPPY NEWYEAR Library Closed</p>	<p>2</p> <p>10:30 am Preschool Storytime: Cozy</p> <p>2 pm Winter Break Scrap Craft</p>	<p>3 10:30 am Preschool Storytime: Cozy Noon-2 pm Drop-in Paper Snowflake Workshop; all ages Registration deadline for snowmobile safety course</p>	<p>4 Noon-4 pm 2020 Census Applicant Drive</p>
<p>5 Sunday hours 2-5 pm</p>	<p>6 10 am SLDL Friends; newcomers welcome</p>	<p>7 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime 6-8:30 pm Snowmobile Safety Course; register</p>	<p>8 9:30 am or 10:45 am OAISD Play 'n Learn ages 0-5</p>	<p>9 10:30 am Preschool Storytime: Building 4 pm Full STEAM Ahead</p>	<p>10 10:30 am Preschool Storytime: Building</p>	<p>11</p>  <p>Instagram @springlakedistrictlibrary</p>
<p>12 Sunday hours 2-5 pm</p>	<p>13</p>  <p>THE BIRDS OF NORTH AMERICA now online find at sllib.org</p>	<p>14 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime 5:15 pm Drop-in Kids Photo Class 6:30 pm Teen Photo</p>	<p>15 9:30 am OAISD Play 'n Learn ages 0-2 7 pm Super Star Educator David Theune</p>	<p>16 10:30 am Preschool Storytime: Play 4 pm SLDL Friends Book Club 7 pm Economic Forecast with Dr. Paul Isley</p>	<p>17 10 am SLDL Board Meeting 10:30 am Preschool Storytime: Play</p>	<p>18</p>  <p>Facebook.com/ SpringLakeDistrictLibrary</p>
<p>19 Sunday hours 2-5 pm Music by the Fireplace: Classical Guitarist Jeff Dwarshuis</p> 	<p>20 Registration deadline for Adobe Creative Cloud Demo on Jan. 22</p>	<p>21 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime 6:30 pm Millennials' Book Club at Village Baker</p>	<p>22 10:30 am Stuffed Storytime: 3:30-5 pm Teen 'Scape; ages 10-18 6-8 pm Adobe Creative Cloud Demo; register</p>	<p>23 10:30 am Preschool Storytime: Colors</p>	<p>24 10:30 am Preschool Storytime: Colors</p>	<p>25</p>  <p>kanopy film streaming service find at sllib.org</p>
<p>26 Sunday hours 2-5 pm</p>	<p>27</p>  <p>rb digital download magazines and audiobooks at sllib.org</p>	<p>28 9:45 am Little Movers Storytime 11 am Baby Bounce Storytime 6:30-8 pm Fly Tying with Glen Blackwood</p>	<p>29 10-10:30 am Dance with Me Cabin Fever Dance Class; register 10:40-11:25 am Pre- school Cabin Fever Dance Class; register 7 pm Ancestry Census Records; register please</p>	<p>30 10:30 am Preschool Storytime: Imagination</p>	<p>31 10:30 am Preschool Storytime: Imagination</p>	<p>1000 BOOKS BEFORE KINDERGARTEN Sign up at Youth Services</p> 

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Christine Burns

From: Zach Vandenberg <zach@petersonenviro.com>
Sent: Tuesday, December 31, 2019 9:42 AM
To: Schulz, Nathan T CIV USARMY CELRE (USA)
Cc: Adrienne Peterson; Christine Burns
Subject: 2019 Wetland Mitigation Monitoring Report - Grand River Greenway Project

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

Hi Nathan,

Please consider this email a request to extend the deadline for this monitoring report by one month (January 31, 2020). Due to extreme conditions along Lake Michigan's shoreline, additional resources were needed for emergency shoreline work.

If you have any questions, please let me know.

Take care,

Zach

Zach Vandenberg

Peterson Environmental, LLC

PO Box 262

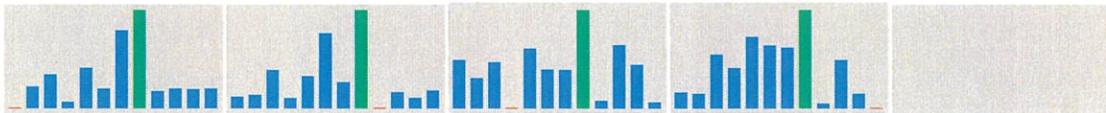
Spring Lake, MI 49456

Cell: (616) 928-7983

www.petersonenviro.com

Ridership Comparison

Month	2016	2017	2018	2019	
Jan	17,528.00	19,216.00	21,916.00	19,157.00	
Feb	19,796.00	19,445.00	20,535.00	19,065.00	
Mar	21,095.00	22,153.00	21,743.00	22,130.00	
Apr	18,151.00	19,096.00	18,275.00	21,071.00	
May	21,799.00	21,475.00	22,807.00	23,547.00	
Jun	19,573.00	26,169.00	21,205.00	22,871.00	
Jul	25,858.00	20,829.00	21,169.00	22,694.00	
Aug	28,033.00	28,725.00	25,744.00	25,638.00	
Sep	19,311.00	18,050.00	18,820.00	18,290.00	
Oct	19,589.00	19,767.00	23,057.00	21,707.00	
Nov	19,500.00	19,109.00	21,569.00	19,061.00	
Dec	19,594.00	19,925.00	18,693.00	17,955.00	
Total	249,827.00	253,959.00	255,533.00	253,186.00	-



North Ottawa ambulance Report

2019 Urban South Group

Grand Haven City and Grand Haven Township			
Date Range	Total Variances	Excused Variances	Compliance per 100 calls
11/22/19-12/07/19	5	0	95%

2019 Urban North Group

Ferrysburg, Spring Lake Village and Township			
Date Range	Total Variances	Excused Variances	Compliance per 100 calls
11/02/19-11/28/19	10	1	90%

2019 Rural Group

Crockery, Grand Haven Twp. and Robinson Twp.			
Date Range	Total Variances	Excused Variances	Compliance per 100 calls
09/21/19-11/17/19	12	3	91%

Christine Burns

From: Christine Burns
Sent: Friday, December 20, 2019 9:14 AM
To: n4elle5611@gmail.com
Cc: Wally Delamater
Subject: RE: Website Contact Form "sewage drain"

Hi Ellen,

You're absolutely correct in that the backup was not your fault. It is a result of an equipment failure related to the pump station upgrades that are taking place on S. Division. Please contact Nathan VerHeul at nverheul@preinnewhof.com or 616-364-8491 to submit a claim to the contractor for clean up.

I would like to sincerely apologize for the issue. Although it is through no fault of the Village or our equipment, I understand that this situation is no fun to deal with, especially at this time of year. The contractor's insurance company should make you whole. If that is not the case, please let us know ASAP so that we can advocate on your behalf.

I will be out of the office through 01/02/20 but will have my Surface with me. Please feel free to email either myself or our DPW Director (email above) or call the office. In the event of another backup, you can also call dispatch at 800-249-0911 and they will dispatch the on-call worker.

Again, I'm sorry you're having to deal with this issue.

Fondly,

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

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

From: ellen peck <no-reply@www.springlakevillage.org>
Sent: Thursday, December 19, 2019 8:55 PM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "sewage drain"

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

From: ellen peck <n4elle5611@gmail.com>
Subject: sewage drain

Message Body:

Hey people, What the heck are you doing with the sewage lines? I had a sewage back up today that I believe was not caused at this end.

Ellen Peck
205 South St.
Spring Lake, MI
(616) 846 1652

--

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

Greater Spring Lake Area Recreation Commission

Profit & Loss

January through December 2019

Income	
Local Government Support	
Crockery Township	\$ 3,600.00
SL Public Schools	\$ 6,545.00
SL Township	<u>\$ 14,000.00</u>
Total Local Government Support	\$ 24,145.00
Miscellaneous Revenue	\$ 109.26
Recreation Program Income	
Rec-Basketball Fees	\$ 8,641.08
Rec-Cheerleading Fees	\$ 1,035.00
Rec-Cross Country	\$ 869.00
Rec-Diving Fees	\$ 1,120.00
Rec-Football Camp Fees	\$ 1,905.00
Rec-Soccer Fees	\$ 942.82
Rec-Swim Lessons Fees	\$ 3,075.00
Rec-Swim/Stroke Fees	\$ 7,779.00
Rec-Tennis Camp Fees	\$ 6,330.00
Rec-Theater Fees	\$ 17,507.20
Rec-Track Fees	\$ 1,142.00
Rec-Volleyball Fees	\$ 2,385.00
Rec-Wrestling Fees	\$ 590.00
Rec-Yoga	\$ 400.00
REC - Softball	<u>\$ 1,029.50</u>
Total Recreation Program Income	\$ 54,750.60
Total Income	\$ 79,004.86

Expense	
Operations	
Insurance Premiums	\$ 5,151.51
REC-Clerical Fees	\$ 7,535.50
REC-Director Fees	\$ 19,377.00
Supplies	<u>\$ 281.95</u>
Total Operations	\$ 32,345.96
Recreation Program Expenses	
REC-Basketball	\$ 7,140.22
REC-Beach Lifeguard	\$ 2,546.44
REC-Cheerleading	\$ 650.00
REC-Cross Country	\$ 600.00
REC-Diving	\$ 630.88
REC-Football Camp	\$ 1,500.00
REC-Soccer	\$ 575.00
REC-Softball	\$ 926.60
REC-Swim Lesson	\$ 2,263.73
REC-Swim Team/Stroke	\$ 5,117.04
REC-Tennis Inter City	\$ 1,400.00
REC-Tennis Lesson Camp	\$ 2,213.68
REC-Tennis Team	\$ 1,529.00
REC-Theater Expenses	\$ 12,739.62
REC-Track Expenses	\$ 852.50
REC-Volleyball	\$ 1,596.94
REC-Wrestling	\$ 390.00
REC-Yoga	<u>\$ 270.00</u>
Total Recreation Program Expenses	\$ 42,941.65
Total Expense	<u>\$ 75,287.61</u>
Net Income	\$ 3,717.25

Christine Burns

From: Maryann Fonkert
Sent: Tuesday, December 17, 2019 11:43 AM
To: Mary Paparella; Wally Delamater; Christine Burns
Subject: FW: Website Contact Form "Handicap Parking Spot"

Just received this nice thank you form Kristen Eslick. 😊

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

From: Kristen A Eslick <no-reply@www.springlakevillage.org>
Sent: Tuesday, December 17, 2019 11:40 AM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Handicap Parking Spot"

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

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

From: Kristen A Eslick <kristen4finaid@gmail.com>
Subject: Handicap Parking Spot

Message Body:

Thank you to Mary and to Wally for working with us to get the handicap spot properly marked. You are both so very kind and helpful. Have a Merry Christmas!

--

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



Draft Minutes

**Monday, December 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, TePastte, Van Strate.

Absent: None

4. Approval of the Agenda

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

Yes: 7 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 60903 to 60940 and electronic payments numbered 80 to 87) in the amount of \$629,429.88.

B. Approved the minutes for the November 11, 2019 work session and the November 18, 2019 regular Council meeting.

C. Approved a marketing strategy, as recommended by the DDA, and completed by Concept A Creative.

D. Approved budget adjustments for fiscal year 2019/2020 as presented.

E. Approved Resolution 2019 - 22 a Resolution regarding training for members of the Planning Commission.

F. Approved Board & Committee meeting dates for 2020.

G. Approved Waste Hauler licensing for 2020.

H. Approved a contract with Energy Conservation Source for the installation of solar panels at 102 W. Savidge & 210 S. Buchanan.

I. Approved changes to the 2019/2020 fee schedule.

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

Yes: 7 No: 0

6. General Business

A. Public Hearing, Ordinance 358 – Adopting Chapter 365

Subject: This is an ordinance adopting Chapter 365, Article V, concerning pedestrian regulations.

President **Powers** opened the Public Hearing at 7:04 p.m.

Darcy Dye, 114 N Fruitport Rd., said that she was deeply grateful for the possibility of the change in this ordinance. Dye said that they watch in terror as children try to cross on bikes at the corner of Fruitport Rd. and Savidge and as cars speed past the crosswalk for the bike trail at North Fruitport Rd. Dye said having those dangerous intersections flagged and vehicles responsible for watching out for pedestrians was a wonderful change to the ordinance.

Motion by **TePastte**, second from **Miller**, to close the public hearing at 7:06 p.m.

Yes: 7 No: 0

Council had no further discussion.

Motion by **Petrus**, second from **Miller**, to adopt Ordinance 358 an Ordinance adopting Chapter 365, Article V, concerning pedestrian regulations.

Yes: 7 No: 0

B. Public Hearing, Ordinance 359 – Zoning Map Amendment

Subject: This is an ordinance to amend the zoning map for parcel #70-03-15-361-004 from CBD-1 & SFR-B to CBD-1.

President **Powers** opened the public hearing at 7:08 p.m.

Darcy Dye, 114 N Fruitport Rd, said that the owners of that property had done

much to improve the landscape and streetscape of the Downtown Village area and that the proposed construction for that property would only enhance the charm of it, so she strongly urged Council to vote in favor of the zoning map amendment.

Motion by **Miller**, second from **Duer**, to close the Public Hearing at 7:09 p.m.

Yes: 7 No: 0

Duer said that Dye had expressed that very well and Council agreed.

Motion by **Hanks**, second from **Petrus**, to adopt Ordinance 359 an Ordinance to amend the Zoning Map for parcel #70-03-15-361-004 from CBD-1 to SFR-B to CBD-1.

Yes: 7 No: 0

C. Public Hearing, Ordinance 360 – Fire Suppression

Subject: This is an ordinance to insert a new section which shall be designated as Section 373-8, unmetered use of water for fire protection.

President **Powers** opened the public hearing at 7:11 p.m.

Gary Hanks, 116 S Jackson, asked if the Fire Suppression Connection fee was a one-time fee. **Burns** said it would be a quarterly fee on the water/sewer bill.

Motion by **Van Strate**, second from **Hanks**, to close the Public Hearing at 7:13

Council had no further discussion.

Motion by **Petrus**, second from **Duer**, to adopt Ordinance 360, and ordinance to insert a new section which shall be designated as Section 373-8, unmetered use of water for fire protection.

Yes: 7 No: 0

D. Public Hearing, Ordinance 361 – Ground Water Use

Subject: This is an ordinance to amend Chapter 208, concerning established restricted zones.

President **Powers** opened the public hearing at 7:14 p.m.

Duer asked if drawing water from wells for any use was restricted in that area. Robert Lint, Senior Scientist, Wood Environment & Infrastructure Solutions, said

that was correct and they would have to inspect the properties to make sure there were not any unknown wells present. Sullivan said there were other areas in the Village that were restricted as well.

Darcy Dye, 114 N Fruitport Rd, asked if there was a record of which properties had active wells in the Village. **Burns** said that there was a record of active wells and that the Village used Hydrocore to monitor the cross-connection program and they made sure that those wells were not connected to potable water. Dye asked how the Village would know if the wells were being used to water landscape. **Burns** said the wells in restricted zones would no longer exist and those residents would only be connected to the municipal water system.

Motion by **Miller**, second from **Hanks**, to close the Public Hearing at 7:17 p.m.

Yes: 7 No: 0

Council had no further discussion.

Motion by **TePastte**, second from **Duer**, to adopt Ordinance 361 an ordinance to amend Chapter 208, concerning established restricted zones.

Yes: 7 No: 0

E. Appointments – Tanglefoot Design Group

Subject: On December 10th, the DDA approved a proposal from Progressive AE for programming, master planning and conceptual design for event space at Tanglefoot Park. Progressive would like to start working on this following the holidays and has asked that Council appoint a small design team (recommendations attached).

Burns explained that a proposal had been excepted from Progressive AE for programming, master planning and conceptual design for event space at Tanglefoot Park and appointments for a small design team were needed. **Burns** said Council had the list of the 7 individuals that had agreed to sit on this team.

President **Powers** asked for a motion to approve the appointments of Joy Gaasch, Megan Doss, Jess Garrison, Michelle Hanks, David Dye, Leslie Van Leeuwen-Vega and Samantha Verplank to the Tanglefoot Design Team.

Motion by **Petrus**, second from **TePastte**, to appoint Joy Gaasch, Megan Doss, Jess Garrison, Michelle Hanks, David Dye, Leslie Van Leeuwen-Vega and Samantha Verplank to the Tanglefoot Park Design Team.

Yes: 6 No: 1 (Van Strate)

F. Liquor License – Savidge Holdings LLC

Subject: Savidge Holdings LLC has applied for a Redevelopment (RDA) License for 110 W. Savidge (Finn’s Chophouse & Speakeasy). One of the requirements is that the local unit of government adopt a resolution recommending such. All other requirements of the application have been met.

Burns explained that this was a request for a unique type of liquor license at 110 W. Savidge, Finn’s Chophouse & Speakeasy. **Burns** said Seven Steps Up held the only other liquor license like this in the Village and when they applied, a district was created, and that footprint matched the DDA District and because of the specific kind of license, there were a few different actions that needed to be followed.

Council had no further discussion.

Motion **Hanks**, second from **Van Strate**, to adopt Resolution 2019 – 23 a resolution recommending a Redevelopment (RDA) License for 110 W. Savidge (Finn’s Chophouse & Speakeasy).

Yes: 7

No: 0

7. Department Reports

A. Village Manager – Burns explained that she had given Council the Draft Community Parks & Rec. Plan and asked them to please look over the section pertaining to the Village and get back to her within the next 30 with any comments or changes that they would like to see. **Burns** also shared there was a chance Barrett Boat Works would be submitting a request to install solar panel awnings on their new building that would overhang the ROW by about 3 feet. **Burns** said that it made her very nervous because of snow load and ice as it shed off onto the sidewalk and that no one on staff felt comfortable sending this to the Planning Commission for their approval should they receive a formal request (so far there had only been an email inquiry) to encroach but if they do, she would send it to Bob Sullivan for a legal opinion. **Burns** updated Council on the Lilley Care’s and Lilley Mansion Team and Windemere House.

B. Clerk/Treasurer/Finance Director

C. DDA

D. OCSO

E. Fire (none included)

F. 911 (none included)

G. DPW

H. Building

I. Water (none included)

J. Sewer

K. Minutes from Various Board & Committees

1. DDA (11/12/19)
2. Historic Conservation Committee (11/25/19)
3. Parks & Recreation (10/07/19)
4. Planning Commission (11/26/19 draft)

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

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

10. Status Report: Village Attorney – No additions

11. Statement of Citizens – No statements of citizens

12. Adjournment

Motion by **Van Strate**, second from **Petrus**, Village Council adjourned the meeting at 7:27 p.m.

Yes: 7

No: 0

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk



Village of Spring Lake
Draft Council Work Session Minutes

December 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. Neighborhood Housing Services Presentation (Rhonda Kleyn & Pat McGinnis)

This is the annual update provided to the NW Ottawa Communities.

2. Community Branding (Andy Dull)

Over the past 4 months, the DDA – along with the help of a consultant and a focus group – have been working on a rebranding campaign for the Village. Details regarding that process and marketing strategy will be shared with Council.

Andy Dull shared the process his team had gone through to create the proposed logo and tag line. **Council** discussed the proposed logo and tag line and the majority of Council members agreed this would be a good time to rebrand the Village.

3. Redevelopment Agreement Discussion – Burns explained that she had run across the 2005 sales agreement for 102 E Exchange between the Village of Spring Lake and Tony Oosting. **Burns** said that in the agreement Mr. Oosting agreed to redevelop the property, which he has not done, and the property has remained vacant. **Burns** said that also in the agreement, the Village had first right of refusal should Mr. Oosting wish to sell. **Council** discussed this agreement and determined that a legal opinion should be sought first so they knew their options.

4. Budget Adjustments (Marv Hinga)

The Finance Committee will review proposed budget adjustments prior to the work session. They will have a recommendation for the entire Council.

Hinga went over the proposed budget adjustments explaining the purpose of each one. The Finance Committee recommended the adjustments be added to the Consent Agenda. **Council** had no questions and agreed to put these budget adjustments on the Consent Agenda.

5. Zoning Ordinance Amendment – 107 S. Division

At their meeting on November 26, 2019, the Planning Commission recommended approval to rezone 107 South Division Street (parcel #70-03-15-361-004) from CBD-1 and SFR-B Core to CBD-1, Central Business District Core. The subject parcel is currently split zoned, with the northern portion zoned CBD-1 (Core Central Business District) and the southern portion zoned SFR-B Core (Residential). The future land use map of the Village's master plan classifies the subject property as being part of the Village Core (VC), which supports the rezoning of the property to CBD-1.

This amendment will require a public hearing at the December 16, 2019 Council Meeting.

Burns explained that this proposed zoning map amendment for the Isabelle's House property and had already gone to the Planning Commission and they recommend that this amendment be approved. **Council** had no issues with moving forward on this amendment.

6. Liquor License (Finn's)

The Village is expecting a completed application for a Redevelopment (RDA) License for the new steakhouse located at 106 W. Savidge. The application was received, in part, prior to publication of the agenda. **Burns** explained that she had not yet received the missing pages of the application so if Council would rather have this item placed on the regular portion of the agenda rather than the Consent Agenda, she would do that, but she hoped to have the pages to share by the time of the Council meeting. **Hanks** shared that this was the same kind of application that Seven Steps Up had and was subject to a lot of rules and stayed with the property should the property be sold. **Council** agreed this item should be placed on the regular agenda.

7. Planning Commission Training

At the last Council Meeting, a policy on training for Planning Commission members was discussed. This would require an amendment to the PC by-laws. In terms of Council action, a resolution requiring training should be adopted and then the PC can amend the rules of procedure to reflect that change. There isn't enough time (*15 days notice is required*) to consider any amendments at the 12/17 PC meeting, but it can be added to the agenda for January.

Burns explained that in order to mandate Planning Commission training, it had to be part of their By-Laws. **Burns** said that the Planning Commission By-Laws needed to be updated anyway because they still indicated a 9-member board and it has been a 7-member board for quite some time. **Burns** said that this was something the Planning Commission would approve based on Council's recommendation. **Council** agreed to recommend mandated training for all Planning Commission members.

8. Board & Committee Meeting Dates for 2020

This topic is typically a housekeeping item, however there is one meeting that warrants a discussion and that is the December Council Meeting. Does Council wish to meet the week of Christmas or perhaps move the meeting back a week (similar to what the Planning Commission does) for that month?

December 2020						
SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

Burns explained that normally this was a housekeeping item, but the December Council meeting for 2020 fell on Monday the week of Christmas. **Burns** asked Council if they would prefer to keep the meetings as normally scheduled or move the Work Session and Council meeting back a week. **Petrus** said she would prefer moving the meetings back a week because children would be out of school. **Council** agreed to move the meetings to December 7th and December 14th, 2020 and because the Work Session on December 7th would conflict with the Parks & Rec Board meeting the same night, the Parks & Rec. Board meeting would be canceled.

9. Ordinance Adoption (Ground Water Use)

This amendment will require a public hearing at the December 16, 2019 Council Meeting.

Burns explained that this was for the Shell Station expanding their boundary's regarding their plume. **Duer** pointed out that Leap's and Bounds was not accurate and shared the actual location of the plume. **Burns** said they would adjust that.

10. Ordinance Adoption (Pedestrian)

This amendment will require a public hearing at the December 16, 2019 Council Meeting.

Information only.

11. Ordinance Adoption (Fire Suppression)

This amendment will require a public hearing at the December 16, 2019 Council Meeting.

Information Only.

12. Waste Hauler Licensing

Approval of waste hauler licensing is an annual housekeeping item.

Licensed Waste Haulers in the Village			
	Republic/Allied Waste 231-375-2070	Kuerth Disposal 231-744-4967	Waste Management 616-724-2148
Trash Collection 90-96 Gallon Container	\$19.80/month	\$19.00/month	\$16.60/month

Curbside Recycling With Container Service	Included	Included	\$6.50/month per bin
Bag Service	\$1.50/bag + \$8.80/month admin	\$4.00/bag (100 bags/box)	\$2.50/bag + \$5.92/month admin
Curbside Recycling With Bag Service		\$3.00/month	
Yard Waste	\$10.75/month (bag) \$12.75/month (cart)	\$95.00/season	\$12.00/month + \$25 activation fee
Christmas Trees	Included	Included	Included
Spring/Fall Clean-up	No Charge	No Charge	No Charge

Burns reported that this was a housekeeping item and that some rates had changed incrementally, not significantly. **Council** agreed they were satisfied with the waste haulers and this could be added to the Consent Agenda.

13. 2020/2021 Budget Calendar

Attached please find the budget calendar for FY 20/21. Due to the way the dates fall, we will be able to hold our normal meetings in June (many years, we've only had one meeting in June) and adopt the budget on 06/15/20. **Burns** shared that this was for information only and they were already moving forward pulling the budget information together.

14. FAQs related to Tanglefoot Redevelopment

Due to misinformation being circulated regarding the redevelopment of Tanglefoot Park, a FAQ sheet (*attached*) has been compiled. This document was reviewed by the Parks & Recreation Board and will be reviewed by the DDA on December 10, 2019 as well.

Burns shared that President **Powers** had asked her to put together this list of FAQ's in response to inaccurate social media posts put out the week of Thanksgiving regarding redevelopment of Tanglefoot Park. **Petrus** suggested that, along with generating revenue, ongoing operating expenses should be acknowledged in the FAQ's because it was not just about revenue, but about being able to stand on its own on an ongoing basis. **TePastte** asked if the Thum family was still in existence and active in the community. **Burns** said not that she was aware of, but that didn't mean that they were not in the area. **Council** discussed how much information should be included in the FAQ's and how much was too much. President **Powers** said that people can have their own opinions but they can't have their own "facts", so he wanted to be able to direct people to the website with factual information.

15. Solar

Bill Cousins was able to discuss the solar lease issues with Energy Conservation Source (ECS) last week. The difference in solar cost factors between SLV and the other two municipalities was the result of the roofing work on their buildings being tied in with the solar credits as the roofing work was considered part of the solar project. There are also changes to the credit details since their projects were installed.

Burns shared information on the costs and procedure to install solar panels and asked Council what their thoughts were on this project. **Council** discussed the possible cost savings and had concerns with the weight of the panels on the roof. **TePastte** said that it was a rare opportunity when you could save the planet and save money at the same time. **Hanks** said she was not seeing a downside. **Council** agreed this item could be added to the Consent Agenda.

16. Fee Schedule Amendments

- Fire Suppression Fees
- Mass Gatherings
- Docks*

**no changes proposed, just discussion*

Hinga went over the fee schedule for the Mass Gathering Ordinance and explained that they had arrived at these amounts by comparing fees from other communities.

Burns and **Petrus** explained that the Parks & Rec Board recommended no change to the Dock Fees, and suggested that Dock Rental applications be accepted from Village residents only in January and then open to anyone starting on February 1st.

Delamater explained the process they had gone through to determine the Fire Suppression Fees.

17. Communications

- Calendar – Spring Lake District Library (December)
- Calendar – GHACVB (December)
- Coles Parks Public Notice
- Compliment – OCSO Deputy Dyer
- Complaint – Cutler Street
- EGLE Permit – 209 S. Park
- Liquor License – 606 E. Savidge
- NOCH Newsletter
- Thank you – Tri-cities Historical Museum

Burns shared that she would be bringing on an intern 15 to 20 hours a week starting next semester to help with some of the development projects and she was hoping the Township would be partnering with the Village.

Burns reported that Bill Cousins was working on an Asset Management Plan RFP for Parks & Rec that should go out after the first of the year.

Delamater reported that tree removal would start Wednesday, planting had already been done and trimming would occur late January. **Delamater** also reported that the SAW Grant program would end this month and they would be busy prioritizing sewer system fixes, and

that, DPW employee, Michael Rice will be leaving in January for 3 months of training and then leaving for a year long deployment to Saudi Arabia.

18. Planning Contract for 2020

The Village has enjoyed numerous collaborations with the City of Grand Haven, one of which is sharing a planner. This arrangement has worked extremely well for the Village, but with the ongoing redevelopment taking place, there is a need for additional hours within the planning department.

Burns said she had put this on the agenda hoping she would have been able to meet with Pat McGinnis by now to discuss, but that had not worked out, so she needed to take care of that before any decision was made. **Burns** said that as much as she had enjoyed working with Jennifer Howland, who was great, she needed a Planner more hours than the City of Grand Haven could supply so she will be looking at other options.

19. Minutes

Minutes of the November 11, 2019 Work Session and November 18, 2019 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to December 13, 2019.

20. Public Comment

Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes.

Lee Schuitema, 408 W Exchange, said he was concerned about the new logo.

21. Adjournment: There being no further business, the meeting adjourned at 8:20 p.m.

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk