Pursuant to SB 1008, the Village of Spring Lake will conduct its business virtually to mitigate the spread of COVID-19. Members of the public are welcome and encouraged to participate in this meeting. Members of the public are not required to register or otherwise provide information to attend. If a member of the public wishes to participate in the webinar (versus calling in), please email Village Manager Christine Burns at christine@springlakevillage.org to receive the link.

Please utilize the mute function on your phone while on a conference call (*6 to unmute).

There will be an opportunity at the end of the meeting for public comment.

<table>
<thead>
<tr>
<th>Time</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 p.m.</td>
<td>Tanglefoot Park Analysis by The Chesapeake Group</td>
</tr>
<tr>
<td>7:30 p.m.</td>
<td>109 S. Jackson Street Redevelopment</td>
</tr>
<tr>
<td>7:44 p.m.</td>
<td>Tree Trimming/Removal Contract (Wally Delamater)</td>
</tr>
<tr>
<td>7:47 p.m.</td>
<td>Budget Adjustments (Marv Hinga)</td>
</tr>
<tr>
<td>7:50 p.m.</td>
<td>MERS (Marv Hinga)</td>
</tr>
<tr>
<td>7:53 p.m.</td>
<td>Board &amp; Committee Meeting Dates for 2021</td>
</tr>
<tr>
<td>7:55 p.m.</td>
<td>Planning Contract with Grand Haven Township</td>
</tr>
<tr>
<td>7:59 p.m.</td>
<td>You Make the Difference Award (Dr. Jim Moore)</td>
</tr>
<tr>
<td>8:02 p.m.</td>
<td>Forestry Grant Approval</td>
</tr>
<tr>
<td>8:05 p.m.</td>
<td>Communications</td>
</tr>
<tr>
<td></td>
<td>• Complaint (Meyers)</td>
</tr>
<tr>
<td></td>
<td>• Historic Conservation Committee Update</td>
</tr>
<tr>
<td></td>
<td>• Inquiry (Maki)</td>
</tr>
<tr>
<td></td>
<td>• Spring Lake Sparkle</td>
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<td></td>
<td>o Burlison</td>
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<tr>
<td></td>
<td>o Felt</td>
</tr>
<tr>
<td></td>
<td>o Kochanowski</td>
</tr>
<tr>
<td>8:08 p.m.</td>
<td>Minutes</td>
</tr>
</tbody>
</table>

Minutes of the November 9, 2020 Work Session and November 16, 2020 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 11, 2020.

8:09 p.m. - Public Comment (*6 to unmute)

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 ask to be recognized by the chair, must state their name and address for the record and should limit their comments to 3 minutes. Speakers will be muted at the 3-minute mark.

8:15 p.m. - Adjourn
**WORK SESSION AGENDA REPORT**

**TO:** Village President Mark Powers & Village Council Members

**FROM:** Chris Burns, Village Manager

**DATE:** December 4, 2020

**RE:** Tanglefoot Park Redevelopment

---

*Background:* At their October 12, 2020 meeting, Council was presented with a conceptual plan for the redevelopment of Tanglefoot Park. The conceptual plan deviated from the early discussions back in 2019 for a fully enclosed building, as the budget for the original design came in double the budget that the DDA established. The focus group went back to the drawing board and worked with Progressive AE to design a site that they felt was in keeping with the Thum family’s original intent of a family-friendly park. The plan that was presented back in October meets the target budget established by the DDA (which is the funding mechanism for the park improvements) while simultaneously taking into consideration the feedback from the community engagement meetings.

Members of the focus group are:

- **Chris Burns** – Resident/Village Manager
- **David Dye** – Resident/Architect
- **Joy Gaash** - Chamber President/Farmer’s Market Representative
- **Jess Garrison** – Resident/Planning Commissioner/Realtor/Developer
- **Michelle Hanks** – Resident/Council Member/DDA Member/Business Owner x2
- **Angela Stanford-Butler** – DDA Director
- **Lesley VanLeeuwen-Vega**- Resident/DDA Member/Planning Commissioner/Graphic Designer
- **Samantha Verplank** – Resident/Donor

On October 14, 2019 Consultant Howard Kohn from the Chesapeake Group presented Council with his conclusions regarding the potential revenue generating opportunities at Tanglefoot Park. Those conclusions were based on the assumption that the building would be fully enclosed. Mr. Kohn has updated his report with the understanding that the building would be a pavilion-style, open-air building.

Council asked staff the following questions:

Q. Does the new design have any opportunity to generate revenue?
A. According to Mr. Kohn, it does. Based on his analysis, breaking even in the first couple of years is unlikely. However, he points out that it is difficult to quantify the benefit for the downtown merchants.

Q. What are the maintenance costs associated with the new park?
A. Mr. Kohn is estimating between $80,000-$100,000 per year. The budget obtained from the City of Zeeland for their splash pad is $40,000. Please keep in mind that there were maintenance costs associated with the RV park (including a part-time employee) and there were expensive improvements needing to be made as well.

Q. Why is (was) this the first time Council is seeing this?
A. There is always going to be a “first time” when every stakeholder sees the design. Staff, the DDA, the Parks & Recreation board, the focus group and Council have been working tirelessly over the past 2 years on the plans that have been slowly walked down the path towards redevelopment. The conceptual plans for the structure presented do deviate significantly from what was originally discussed, which turned out to be a budget buster. However, the most desired items - as indicated by the public in the community engagement meetings - have remained in the design (namely, the universally accessible kayak launch, the splash pad, the fire pit and the view shed).

**Issues & Questions Specified:**

- Is it more important that Tanglefoot Park generate revenue (and to break even or subsidize other park operations) or is it more important that Tanglefoot Park keep with the intent of the Thum family to be used by the community?
- Should the Village continue moving forward with the redevelopment and bonding processes?
- Should the Village launch a capital campaign to help offset the redevelopment costs?

**Financial Impact:**

Back in early 2019, two donors committed $1,000,000 to this project. On February 17, 2020 Council approved a Tanglefoot Redevelopment Fund at the GHACF and monies have already been deposited in that fund by the donors.

On March 20, 2020, Village Council approved the submission of a grant application to DNRTF for the redevelopment of Tanglefoot; that $300,000 grant has been approved.

All costs associated with the redevelopment that are not covered by donations are being paid for by the DDA and are not coming from the Village’s General Fund.

On August 12, 2019, the Village signed a contract with Savidge Two, LLC to accept the gift of 109 S. Jackson Street. The contract contained, in part, the following language:

> The Village shall have taken whatever actions necessary to ensure that the sale proceeds from the Village’s intended sale of the property commonly known as 109 S. Jackson St., Spring Lake, MI 49456 shall be used to replace the lost income to the Village from the removal of the trailer park at Tanglefoot Park.

**Recommendations:**

- Release the RFP for the design/build of Tanglefoot Park.
• Continue the process towards bonding.
• Launch the Capital Campaign in 2021.

Attachments:

• Chesapeake Group - Market Assessment Synopsis & Conclusions (for original design & subsequent design)
• Updated Event Venue Report
• Redevelopment timeline
• Tanglefoot FAQs from 2019
• Original conceptual drawings & probable costs
• Drawings 2.0
• Hanks Letter to Council
• Zeeland Maintenance Costs (splash pad)
• Capital Campaign Donor Levels
PRELIMINARY ECONOMIC FEASIBILITY ANALYSIS FOR AN EVENT CENTER FOR SPRING LAKE
Spring Lake Event Center Market Assessment Synopsis & Conclusions

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

The analysis intends to provide direction concerning the pursuit of an events center. Addressed are market factors and preliminary fiscal factors and issues. The report reflects the opinion of TCG based on the presented information and TCG’s experience in dealing with projects in other locations.

Defining opportunities for the potential facility involved substantial analyses and related activity that included the following.

- Survey of Spring Lake area residents.
- Inventorying existing events facilities in the county and neighboring counties.
- Inventorying of venues for special events and select performance activity.
- Identification of gaps and potential niches that Spring Lake could serve.
- Identification of potential spatial needs.
- Estimations of preliminary revenue potential.
- Estimates of initial development costs for one of two alternatives.
- Comparison of preliminary revenues versus costs for one of two alternatives.

TCG would like to thank the staff of the Village of Spring Lake’s DDA for their continued cooperation throughout the process.

The following summarizes the information gathered through the analyses and the conclusions concerning a facility’s preliminary feasibility in Spring Lake.

The programming would likely facilitate its use during the week and on weekends, with evening activity being dominant through a combination of an appropriate range of sized spaces. Four season programming of activities and planned events by public and private sector users is essential. Two alternatives are presented, with one being significantly less capital intensive.

SYNOPSIS OF NOTEWORTHY FACILITIES FOR EVENT ACTIVITY - CURRENT SUPPLY

To identify opportunities, TCG obtained information and developed databases for the following.
Event facilities within a multi-county and community area near and around Spring Lake. The inventory included scale, amenities, design, and pricing policies.

An inventory and use of "farmers' markets" in West Michigan focused on those with indoor and outdoor components and facilities used for activity other than the market.

Highlights from the data follow.

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

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

<table>
<thead>
<tr>
<th>Venue</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restaurant/Food Estab.</td>
<td>35</td>
<td>23%</td>
</tr>
<tr>
<td>Hotels</td>
<td>21</td>
<td>14%</td>
</tr>
<tr>
<td>Religious Institutions</td>
<td>5</td>
<td>3%</td>
</tr>
<tr>
<td>Sports, Rec., Outdoors</td>
<td>46</td>
<td>31%</td>
</tr>
<tr>
<td>Museum</td>
<td>11</td>
<td>7%</td>
</tr>
<tr>
<td>Theaters</td>
<td>5</td>
<td>3%</td>
</tr>
<tr>
<td>Youth Play</td>
<td>6</td>
<td>4%</td>
</tr>
<tr>
<td>Subtotal</td>
<td>129</td>
<td>86%</td>
</tr>
<tr>
<td>Others</td>
<td>21</td>
<td>14%</td>
</tr>
<tr>
<td>Total</td>
<td>150</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

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

   Table 2 - Location of "Other" Venues*

<table>
<thead>
<tr>
<th>County</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ottawa</td>
<td>52%</td>
</tr>
<tr>
<td>Muskegon</td>
<td>14%</td>
</tr>
<tr>
<td>Kent</td>
<td>29%</td>
</tr>
<tr>
<td>Allegan</td>
<td>5%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

Of the "Others":

   A. Twenty-nine percent are facilities that are historical in character.
B. A limited number has capacity for less than 130 guests, with one having 50 or less capacity.
C. An additional 24 percent have a capacity of 200 to 250 guests.
D. Others are limited to internal catering only.
E. Two have a capacity of 80 to 150 guests.

COMPONENTS OF DEMAND BASED ON SURVEY DATA

As noted, a survey of the Village’s residents, residents of communities around the Village, and others interested in the Village’s future was performed. Over 540 “unique” households responded to the survey. Roughly 86 percent of the households responding live in zip code area 49456.

Table 3 - Zip codes for Respondent Households*

<table>
<thead>
<tr>
<th>Zip Code</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>49457</td>
<td>0.5%</td>
</tr>
<tr>
<td>49456</td>
<td>86.1%</td>
</tr>
<tr>
<td>49448</td>
<td>5.6%</td>
</tr>
<tr>
<td>49444</td>
<td>0.2%</td>
</tr>
<tr>
<td>49441</td>
<td>0.7%</td>
</tr>
<tr>
<td>49417</td>
<td>4.9%</td>
</tr>
<tr>
<td>49415</td>
<td>1.0%</td>
</tr>
<tr>
<td>49409</td>
<td>0.2%</td>
</tr>
<tr>
<td>49356</td>
<td>0.7%</td>
</tr>
<tr>
<td>Total</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

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

The sample contains a cross-section of age clusters from under 25 to age 75 or older.

Table 4 - Age of Primary Income Earner*

<table>
<thead>
<tr>
<th>Age Clusters</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 25</td>
<td>1%</td>
</tr>
<tr>
<td>25 to 34</td>
<td>13%</td>
</tr>
<tr>
<td>35 to 44</td>
<td>22%</td>
</tr>
<tr>
<td>45 to 54</td>
<td>24%</td>
</tr>
<tr>
<td>55 to 64</td>
<td>22%</td>
</tr>
<tr>
<td>65 to 74</td>
<td>12%</td>
</tr>
<tr>
<td>75 or over</td>
<td>9%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

Annual total household incomes range from $10,000 to at least $250,000. About one-half of the households have incomes between $50,000 and $150,000, with more than an additional one-third having incomes at least $150,000. The average (mean) total annual household income is $117,000.
Table 5 - Income Clusters for Households*

<table>
<thead>
<tr>
<th>Income Range</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000 to $19,999</td>
<td>1%</td>
</tr>
<tr>
<td>$20,000 to $29,999</td>
<td>3%</td>
</tr>
<tr>
<td>$30,000 to $49,999</td>
<td>10%</td>
</tr>
<tr>
<td>$50,000 to $74,999</td>
<td>19%</td>
</tr>
<tr>
<td>$75,000 to $99,999</td>
<td>20%</td>
</tr>
<tr>
<td>$100,000 to $149,999</td>
<td>21%</td>
</tr>
<tr>
<td>$150,000 to $199,999</td>
<td>14%</td>
</tr>
<tr>
<td>$200,000 to $249,999</td>
<td>5%</td>
</tr>
<tr>
<td>$250,000 or more</td>
<td>8%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

The assumption associated with the analysis that an event center in Spring Lake would share, incorporate, or be contiguous to a seasonal or full-year farmers' market, with each potentially drawing from the others patron base. Therefore residents' use of farmers' markets is related to opportunities for the event center.

Ninety-two percent of the households go to farmers’ markets to make purchases, with 38 percent making such trips at least once per week.

Table 6 - Frequency of trips to Farmers'* Markets*

<table>
<thead>
<tr>
<th>Frequency of Trips</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>A few times/week</td>
<td>10%</td>
</tr>
<tr>
<td>About once/week</td>
<td>28%</td>
</tr>
<tr>
<td>About twice/month</td>
<td>23%</td>
</tr>
<tr>
<td>Once/month</td>
<td>12%</td>
</tr>
<tr>
<td>4 to 9 times/year</td>
<td>11%</td>
</tr>
<tr>
<td>Once or twice/year</td>
<td>11%</td>
</tr>
<tr>
<td>Less often than once/year</td>
<td>6%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

The trips do not always focus on seasonal fruits and produce. Fresh bread, baked goods, meats, and other products are also sought, indicating full-year potential indoors.

Table 7 - Products Typically Purchased at Farmers'* Markets by Residents*

<table>
<thead>
<tr>
<th>Products Purchased</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fresh produce in season</td>
<td>76%</td>
</tr>
<tr>
<td>Fresh fruit in season</td>
<td>70%</td>
</tr>
<tr>
<td>Fresh or smoked fish</td>
<td>13%</td>
</tr>
<tr>
<td>bread</td>
<td>47%</td>
</tr>
<tr>
<td>other baked goods</td>
<td>38%</td>
</tr>
<tr>
<td>meats</td>
<td>31%</td>
</tr>
<tr>
<td>other</td>
<td>13%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

*Developed by The Chesapeake Group, Inc., 2019.
A variety of entertainment forms are important to area residents, either as observers or participants.

- Ninety-one percent of survey respondent households have at least one member who occasionally sees movies at theaters.

<table>
<thead>
<tr>
<th>Frequency of Trips to Movies</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>A few times/week</td>
<td>0%</td>
</tr>
<tr>
<td>About once/week</td>
<td>1%</td>
</tr>
<tr>
<td>About twice/month</td>
<td>5%</td>
</tr>
<tr>
<td>Once/month</td>
<td>9%</td>
</tr>
<tr>
<td>4 to 9 times/year</td>
<td>27%</td>
</tr>
<tr>
<td>Once or twice/year</td>
<td>34%</td>
</tr>
<tr>
<td>Less often than once/year</td>
<td>24%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

- Ninety-one percent also have one or more household members that attend arts or crafts shows at least occasionally.

<table>
<thead>
<tr>
<th>Frequency Attend Arts-Crafts Shows</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>A few times/week</td>
<td>0%</td>
</tr>
<tr>
<td>About once/week</td>
<td>1%</td>
</tr>
<tr>
<td>About twice/month</td>
<td>2%</td>
</tr>
<tr>
<td>Once/month</td>
<td>4%</td>
</tr>
<tr>
<td>4 to 9 times/year</td>
<td>19%</td>
</tr>
<tr>
<td>Once or twice/year</td>
<td>46%</td>
</tr>
<tr>
<td>Less often than once/year</td>
<td>27%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

- Ninety-one percent have one or more members that attend collectible shows at least occasionally.

<table>
<thead>
<tr>
<th>Frequency Attend Collectible Shows</th>
<th>percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>A few times/week</td>
<td>0%</td>
</tr>
<tr>
<td>About once/week</td>
<td>0%</td>
</tr>
<tr>
<td>About twice/month</td>
<td>1%</td>
</tr>
<tr>
<td>Once/month</td>
<td>1%</td>
</tr>
<tr>
<td>4 to 9 times/year</td>
<td>5%</td>
</tr>
<tr>
<td>Once or twice/year</td>
<td>21%</td>
</tr>
<tr>
<td>Less often than once/year</td>
<td>72%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

*Developed by The Chesapeake Group, Inc., 2019.
Eighty-six percent seek some form of entertainment, including shows, activities for children, or others, more than one-third doing so at least twice per month.

Table 11 - Frequency Entertainment Sought*

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>A few times/week</td>
<td>9%</td>
</tr>
<tr>
<td>About once/week</td>
<td>13%</td>
</tr>
<tr>
<td>About twice/month</td>
<td>16%</td>
</tr>
<tr>
<td>Once/month</td>
<td>17%</td>
</tr>
<tr>
<td>4 to 9 times/year</td>
<td>19%</td>
</tr>
<tr>
<td>Once or twice/year</td>
<td>11%</td>
</tr>
<tr>
<td>Less often than once/year</td>
<td>14%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

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

In addition to attendance at activity, 67 percent had someone in the household that participated in some form of show, event, or related activity this past year. The types of shows or events in which members participated are found in the following table.

Table 12 - Types of Shows or Event in Which Household Members Participated this Past Year*

<table>
<thead>
<tr>
<th>Type of Activity Household Member Participated</th>
<th>16%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dance</td>
<td>16%</td>
</tr>
<tr>
<td>Playing music</td>
<td>19%</td>
</tr>
<tr>
<td>Writing, production, acting, or other involvement in live theater</td>
<td>8%</td>
</tr>
<tr>
<td>Other performing arts</td>
<td>6%</td>
</tr>
<tr>
<td>Film production</td>
<td>1%</td>
</tr>
<tr>
<td>Painting</td>
<td>16%</td>
</tr>
<tr>
<td>Sculpturing</td>
<td>1%</td>
</tr>
<tr>
<td>Photography</td>
<td>14%</td>
</tr>
<tr>
<td>Pottery production</td>
<td>3%</td>
</tr>
<tr>
<td>Any other arts and crafts of any type</td>
<td>19%</td>
</tr>
<tr>
<td>Readings or poetry</td>
<td>7%</td>
</tr>
<tr>
<td>Technology-driven activity such as 3D printing</td>
<td>2%</td>
</tr>
<tr>
<td>Computer training</td>
<td>4%</td>
</tr>
<tr>
<td>Adult education classes</td>
<td>6%</td>
</tr>
<tr>
<td>Peer book club or discussions on other topics</td>
<td>16%</td>
</tr>
<tr>
<td>Regularly scheduled exercises</td>
<td>41%</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>8%</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td><strong>68%</strong></td>
</tr>
</tbody>
</table>

*Developed by The Chesapeake Group, Inc., 2019.
EVENTS FOR WHICH THERE HAS BEEN AND WILL BE RESPONSIBILITY

Many Spring Lake households have had responsibility for "events" in the past few years. Many of the events were held at venues outside of Spring Lake. Over the past few years, the survey indicates that at least 138 events held nearby but not in Spring Lake for which Spring Lake households had advisory or fiscal responsibility.

This past year, 60 percent of the households had planning or financial responsibility for an event or other affairs or parties performed or held outside the home. Included are the types of events found in the following table.

Table 13 - Types of Events which Household Members Had Fiscal or Planning Responsibilities Held Outside of the Home*

<table>
<thead>
<tr>
<th>Event</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catered weddings</td>
<td>22%</td>
</tr>
<tr>
<td>Receptions</td>
<td>25%</td>
</tr>
<tr>
<td>Regular meetings for family or organizations</td>
<td>24%</td>
</tr>
<tr>
<td>Graduation parties</td>
<td>28%</td>
</tr>
<tr>
<td>Fundraisers</td>
<td>36%</td>
</tr>
<tr>
<td>Family or school reunions</td>
<td>27%</td>
</tr>
<tr>
<td>Other family or organization functions or celebrations</td>
<td>39%</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>12%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

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

Just over one-half (53%) of the events were held in Spring Lake or nearby. For the slightly less than one-half that was not, about four in ten defined availability of quality or scale of choices in Spring Lake as a factor in not holding the event in Spring Lake.

Table 14 - Whether the Availability of Quality or Scale of Choices in Spring Lake Was a Factor*

<table>
<thead>
<tr>
<th>Quality or Scale in Spring Lake a Factor</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>39%</td>
</tr>
<tr>
<td>No</td>
<td>48%</td>
</tr>
<tr>
<td>Not Certain</td>
<td>13%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

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

Furthermore, residents find the quality of indoor spaces for a range of meetings, events, culture, and arts in Spring Lake to generally be characterized as being either "Poor" or "Fair."
Table 15 - Quality of Indoor Spaces for a Range of Meetings, Events, Culture, and Arts in Spring Lake*

<table>
<thead>
<tr>
<th>Ranking by Respondents</th>
<th>Poor</th>
<th>Fair</th>
<th>Good</th>
<th>Very Good</th>
<th>Excellent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indoor spaces for special events</td>
<td>27%</td>
<td>40%</td>
<td>24%</td>
<td>6%</td>
<td>3%</td>
</tr>
<tr>
<td>Indoor space for meetings</td>
<td>20%</td>
<td>40%</td>
<td>29%</td>
<td>8%</td>
<td>3%</td>
</tr>
<tr>
<td>Indoor space for cultural or artistic activity</td>
<td>27%</td>
<td>44%</td>
<td>24%</td>
<td>4%</td>
<td>1%</td>
</tr>
<tr>
<td>Indoor space for youth education and training or arts and crafts</td>
<td>24%</td>
<td>41%</td>
<td>25%</td>
<td>7%</td>
<td>2%</td>
</tr>
<tr>
<td>Indoor walking areas that are safe and comfortable with enjoyable views</td>
<td>52%</td>
<td>21%</td>
<td>14%</td>
<td>7%</td>
<td>6%</td>
</tr>
</tbody>
</table>

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

Residents also identified events for which they will have responsibility for planning or financial responsibility in the next three years. 53% will have planning or financial obligation for events in the next three years. The types of events are defined in Table 16 and include family or organizational functions, graduation and other parties, fundraisers, etc.

Table 16 - Events in Which Spring lake Area residents Will Have Responsibility in the Next Three Years (Multiple Events Possible)*

<table>
<thead>
<tr>
<th>Types of Events</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catered weddings</td>
<td>17%</td>
</tr>
<tr>
<td>Receptions</td>
<td>20%</td>
</tr>
<tr>
<td>Regular meetings for family or organizations</td>
<td>27%</td>
</tr>
<tr>
<td>Graduation parties</td>
<td>30%</td>
</tr>
<tr>
<td>Fundraisers</td>
<td>25%</td>
</tr>
<tr>
<td>Family or school reunions</td>
<td>24%</td>
</tr>
<tr>
<td>Other family or organization functions or celebrations</td>
<td>41%</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>10%</td>
</tr>
</tbody>
</table>

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

A breakdown of the future events by age clusters of those responsible is found in the table that follows.

Table 17 - Future Events for Those with Responsibilities By Age Cluster (for future marketing purposes)*

<table>
<thead>
<tr>
<th>Age Cluster</th>
<th>Catered weddings</th>
<th>Receptions</th>
<th>Regular meetings for family or organizations</th>
<th>Graduation parties</th>
<th>Fundraisers</th>
<th>Family or school reunions</th>
<th>Other family or organization functions or celebrations</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 35</td>
<td>9%</td>
<td>12%</td>
<td>9%</td>
<td>15%</td>
<td>13%</td>
<td>13%</td>
<td>21%</td>
<td>0%</td>
</tr>
<tr>
<td>35 to 44</td>
<td>20%</td>
<td>15%</td>
<td>31%</td>
<td>20%</td>
<td>33%</td>
<td>16%</td>
<td>31%</td>
<td>14%</td>
</tr>
<tr>
<td>45 to 54</td>
<td>30%</td>
<td>29%</td>
<td>24%</td>
<td>37%</td>
<td>31%</td>
<td>22%</td>
<td>23%</td>
<td>79%</td>
</tr>
<tr>
<td>55 to 64</td>
<td>35%</td>
<td>27%</td>
<td>31%</td>
<td>19%</td>
<td>23%</td>
<td>33%</td>
<td>19%</td>
<td>0%</td>
</tr>
<tr>
<td>65 to 74</td>
<td>7%</td>
<td>17%</td>
<td>4%</td>
<td>9%</td>
<td>0%</td>
<td>16%</td>
<td>7%</td>
<td>7%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

*Developed by The Chesapeake Group, Inc., 2019.
SYNOPSIS OF DEMAND VERSUS SUPPLY CONCLUSIONS

A multi-purpose event venue in Spring Lake can establish a viable market position. The facility could include a farmers' market component, large and small spaces for various shows and exhibits, receptions, and other activity for residents, surrounding area residents, and business interests. The ambiance and setting associated with the potential new structure, design, and site creates a competitive position. Furthermore, the event facility can be differentiated and unique from other venues through a combination of the range of catering option availability, multi-level space design and sizes, the inclusion of a non-performance "working" arts, and linkages to the growing market for fresh foods, prepared health foods, and wellness. The potential exists to be a focal point seven days of the week for the broader community and related activity.

ANTICIPATED USE

Based on the resident survey and the community center’s current use, it is conservatively estimated that 20% to 25% of the residents of Spring Lake would use a cultural arts facility at least once to three times per year. Use could include either participation in an activity or observation of other participants. The use would be more extensive during certain seasons than others.

It is suggested that a facility be designed and equipped to accommodate a full range of crafts and visual arts activity in addition to some performing arts activity. With the proximity to various other jurisdictions’ populations and the lack of "open to the public, non-themed or focused" choices, it is estimated that there is a potential for 10 to 20 users/activities by non-Spring Lake organizations per week. Since there is a multitude of such groups, organizations, and interested parties, most of which are without a "home" and are within reasonable driving distance of Spring Lake, this represents a small (less than a 5 percent) "market share" or the amount of activity occurring weekly.

The facility’s success would be based on its use and meeting the needs of the present and future residents. The facility would have a comfortable community feel and scale, not intimidating to beginners yet accommodating high-level professionals and could have a "fresh product" theme increasingly associated with active adults in later life and younger households.

For events, there would be rooms designed to accommodate participants, observers, and audiences and reflect the "welcoming feel" of Spring Lake as a place to live, raise families, recreate, etc.

The ability to accommodate large audiences of 400 to 500 in one space that could be divisible would be necessary. The larger area could be used for the noted types of events for which people will have responsibility, craft and art shows, and other shows, including murder mysteries, performing arts, and dinner theater types of activity. Smaller spaces could be used for training, clubs, comedy clubs, rehearsals, instructional music tutoring, and activities in Table 12. For crafts and visual arts, there would be rooms that are adequately equipped with advanced technology integration with the arts and a full range of possible experiences.
PRELIMINARY PREFERED SCALE FOR ALTERNATIVE 1

Based on use, a total of between 12,000 and 17,500 square feet of space would be required for the cultural arts center. Included in the space would be:

- "One" larger space (roughly 7,000 to 10,000 square feet, with breakout space possible or use of another room. Furthermore, this space can also be utilized for various activities such as live performances, fundraisers, meetings, weddings, comedy clubs, dinner theater, etc.
- Seven to eight smaller spaces, with six being roughly 400 square feet and one or two as large as 750 square feet. Spaces should be soundproof as not to interfere with activity in other rooms.
- One or two full kitchens for catering, food services, and potential restaurant.
- Dressing room/changing room areas for performances, weddings, etc.

For Alternative 1, it is clear that while the detailing of use and revenue are being developed, an event venue in Spring Lake can establish a viable market position for events and additional activity and related uses. In so doing, the indirect benefits to Spring Lake from the facility would exceed any direct revenues and benefits. The indirect benefits include the potential to expand entrepreneurship. It would bring more people to Spring Lake and its core that currently do not come, expanding retail sales in the area through increased patronage. It would create a new vibrant four-seasons focal point and enhance local tax revenues from increased property values and other sources.

PRELIMINARY PREFERED SCALE FOR ALTERNATIVE 2

A second alternative is less capital intensive than the first alternative. The second scenario involves an open-air structure that can accommodate undercover about 200 people. The structure can have a level of climate control incorporated to foster almost full-year use.

The facility in this second scenario would include the following.

- Use of either or both indoor and outdoor space, depending upon the needs of the event or activity.
- One kitchen for catering and foodservice activity independent of or for use in other events and activities.

The lower capital intensive Alternative 2 would also provide for some diminished activity or use during a year.

- Less likely would be the range of daily use for performing and visual arts, crafts, and related activities with the same frequency as the first presented alternative.
- Lower market penetration into weddings and other school or family events

The lowered activity levels and potential capacity does not preclude its success or viability. Alternative 2 provides

- The opportunity to bring people to Spring Lake that do not know come.
- The opportunity for some "class" or educational activity, such as cooking, hobbies, etc.
- The opportunity for a lesser number of weddings and other events for which there is a market, but facilities are not known to be adequate in Spring Lake.
- Fostering of entrepreneurship.
- The potential for a "farmers' market" that can change with the season. In the peak growing season, the market could focus on fresh produce, fish, baked goods, artisan production, etc. "Off-season" focus could be on smoked products, meats, jerky, spiked and non-spiked apple products, cheeses, crafts for holidays, artisan displays, etc.

Progressive AE provided the concept illustration to the right.

Progressive AE provided a cost estimate range for Alternative 2. The preliminary development costs, excluding land, range between $1.892 million and $2.191 million based on the concept. These costs do not include maintenance, replacement, security, audiovisual systems, furniture and related furnishings, or other operational costs like electricity.

Based on the Progressive estimates and the exclusions noted, TCG estimates that the 'fixed" cost for Alternative 2 is between 4100,000 and $110,000 annually.

Based on the competitive fee structures for the range of event facilities and newer "farmers' markets," TCG estimated the likely revenues for the first three full years of operation. These estimates are in constant dollars, excluding inflation. Also assumed will be effective sales and marketing by management and ownership.

TCG also assumes that establishing a quality product and reputation for the activity will take several years. Furthermore, Covid-19 pandemic's impact on our society will have diminished before completing the facility's construction and marketing. Therefore, constant dollar revenue will build over time.

Assuming revenue and activity build over time, revenues are likely to grow from a modest $45,200 in the first full-year to $84,800 by the third year of use and marketing.

**Table 18 - Revenue Estimates for Alternative 2**

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farmers' market</td>
<td>$12,800</td>
<td>$12,800</td>
<td>$12,800</td>
</tr>
<tr>
<td>Seasonal events</td>
<td>$9,000</td>
<td>$18,000</td>
<td>$18,000</td>
</tr>
<tr>
<td>Classes</td>
<td>$15,000</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>Others/family events</td>
<td>$2,400</td>
<td>$4,800</td>
<td>$10,000</td>
</tr>
<tr>
<td>Catering</td>
<td>$6,000</td>
<td>$12,000</td>
<td>$14,000</td>
</tr>
<tr>
<td>Total</td>
<td>$45,200</td>
<td>$77,600</td>
<td>$84,800</td>
</tr>
</tbody>
</table>

*Developed by The Chesapeake Group, Inc., 2019.*
While it is likely that revenues will grow modestly after year three, likely costs of operation and maintenance to preserve the product's quality and marketability will rise.

**POTENTIAL ADDITIONAL SUPPORT OR CAPITAL**

Direct revenues are not likely to equal direct capital and operational costs in Alternative 2. It is essential to note that indirect "revenues" or "benefits" are often exceeded by "indirect benefits." Those indirect benefits are achieved through spending by people that otherwise are not regularly coming to Spring Lake, recognizing it as a place to grow a new or start-up operation, a place to live that accommodates walkability and constant activity, etc.

A number of methods have met with varying degrees of success for obtaining or securing capital funding in other communities. The following are some options for all or partial capital funding. The methods are not mutually exclusive.

- **Normal public sector** - Normal public sector financing, including bonding and other available revenue allocations has certainty, and can speed the process. Interest rates are currently low and should continue to be low for at least the next couple of years.
- **Corporate contributions** - Event, naming rights, and other gifts are more than just possible from the business community that could add annual revenue or fund rooms, equipment, etc. for the facility.
- **Fundraising events** – Fundraising events can go towards repayment of monies from other sources or for initial injections into capital. Of course, such activity can be used for grant funds to organizations that might utilize the facility.
- **Benefactors** - Single or multiple benefactors could provide the capital costs directly or establish an endowment for either capital or operational costs. Those residing part-time in the area or those with an affinity for the area could be among the participants.
- **Targeted grants from foundations or federal, county, or state funding sources** - One federal source is CDBG. The senior segment of the Spring Lake community could result in qualification under this program. For example, the facility could provide free use for organizations serving seniors or could offer crafts, dance, and other services for similar population groups at no or reduced costs.
- **Niche funding** - Meeting the needs of those with special needs or disabilities may also represent a funding opportunity through public and private sources. Nearly one in five United States’ residents have a disability (19.3%). Those numbers are for people aged five and up. For those aged 65 and over, the number is higher.
- **Occupational and other rehabilitation use of spaces** - Rehab purposes represent the potential for shared use of spaces with medical, other rehabilitation facilities, and specialists both within and outside of Spring Lake. Crafts and other artistic endeavors can play a key role in rehabilitating both physical and non-physical recoveries. The shared use of space can be funded through a public-private partnership arrangement.
- **“Adoption” of the project by an organized community group** - A community foundation, Chamber “Leadership” group, or other organizations could “take on” or adopt the creation of the facility, thereby being a catalyst for it reaching fruition.

In all probability, the fastest and greatest certainty for funding is to utilize typical public sector financing, including bonding and other available revenue allocations and supplementing either or both capital and operational costs through any or all of the other means.
Tanglefoot Park Community Center

CAN IT GENERATE REVENUE AS AN EVENT VENUE?
Background:
Background:

• Tanglefoot was gifted to the Village of Spring Lake in 1916 by the Thum Family to be used as a park, a pier or wharf in perpetuity.
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• Tanglefoot was gifted to the Village of Spring Lake in 1916 by the Thum Family to be used as a park, a pier or wharf in perpetuity.

• What started as allowing small, car-towed trailers in the mid-40’s became 30 spaces for 40’ max. trailers being let from April – October generating an approximate net profit of $35,000 for the Village each year.
Background:

• Tanglefoot was gifted to the Village of Spring Lake in 1916 by the Thum Family to be used as a park, a pier or wharf in perpetuity.

• What started as allowing small, car-towed trailers in the mid-40’s became 30 spaces for 40’ max. trailers being let from April – October generating an approximate net profit of $35,000 for the Village each year.

• Having to close the park in 2018 due to road repairs, community engagement indicated that the Village residents would like their public park back.
Tanglefoot was gifted to the Village of Spring Lake in 1916 by the Thum Family to be used as a park, a pier or wharf in perpetuity.

What started as allowing small, car-towed trailers in the mid-40’s became 30 spaces for 40’ max. trailers being let from April – October generating an approximate net profit of $35,000 for the Village each year.

Having to close the park in 2018 due to road repairs, community engagement indicated that the Village residents would like their public park back.

A major concern was how would the Village recoup the $35,000 annual revenue?
Background:

• Tanglefoot was gifted to the Village of Spring Lake in 1916 by the Thum Family to be used as a park, a pier or wharf in perpetuity.

• What started as allowing small, car-towed trailers in the mid-40’s became 30 spaces for 40’ max. trailers being let from April – October generating an approximate net profit of $35,000 for the Village each year.

• Having to close the park in 2018 due to road repairs, community engagement indicated that the Village residents would like their public park back.

• A major concern was how would the Village recoup the $35,000 annual revenue?

• The solution seemed to come in the form of an event center to rent for weddings and parties, like anniversaries, birthdays and graduations.
The Original Plan:
The Original Plan:

• 12 Village residents, business owners and employees worked with Architectural Design and Engineering firm, Progressive AE to conceptualize the event center as a waterfront, glass enclosed event space for year-round availability.
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- 12 Village residents, business owners and employees worked with Architectural Design and Engineering firm, Progressive AE to conceptualize the event center as a waterfront, glass enclosed event space for year-round availability.

- The resulting plans hit the 5-10 million mark—far exceeding the 3 million budget.
The Original Plan:

• 12 Village residents, business owners and employees worked with Architectural Design and Engineering firm, Progressive AE to conceptualize the event center as a waterfront, glass enclosed event space for year-round availability.

• The resulting plans hit the 5-10 million mark—far exceeding the 3 million budget.

• Further consideration indicated this building would be costly to operate and maintain. “Who’s going to clean those windows?”
The team regrouped and reimagined the space to be a partially pre-fab open pavilion with:
- a simple catering kitchen - storage
- ADA accessible restrooms - office space

Plans included accessible electric, gas lines for outdoor heaters and heavy gauge clear plastic vinyl removeable sides to extend the seasonal use of the location.

The new plans came in on budget at about three million with one million already having been provided by an anonymous donor.

The open pavilion concept generated a new concern—
The Big Question:
The Big Question:

Can an open event space generate anywhere near $35,000 annual revenue?
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To answer this question, we looked at comparable venue prices to develop our own tiered pricing structure.
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Can an open event space generate anywhere near $35,000 annual revenue?

To answer this question, we looked at comparable venue prices to develop our own tiered pricing structure.

- We will compare all venues peak pricing for a Saturday in the month of June, keeping in mind differences of capacity, food & beverage minimums, and on-site ceremony availability.
## HOLIDAY INN

<table>
<thead>
<tr>
<th>ROOM W/CAPACITY</th>
<th>RATE</th>
<th>FOOD &amp; BEV MIN.</th>
<th>ON-SITE CEREMONY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waterfront Room - Capacity 250</td>
<td>$3,000</td>
<td>$20,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Grand Ballroom - Capacity 140</td>
<td>$2,000</td>
<td>$8,000</td>
<td>N/A</td>
</tr>
<tr>
<td>(no windows)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROOM W/CAPACITY</td>
<td>RATE</td>
<td>FOOD &amp; BEV MIN.</td>
<td>ON-SITE CEREMONY</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------</td>
<td>----------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Ballroom - Capacity 300</td>
<td>$3,000</td>
<td>$20,000</td>
<td>$1000 + $1.50/guest</td>
</tr>
<tr>
<td>ROOM W/CAPACITY</td>
<td>RATE</td>
<td>FOOD &amp; BEV MIN.</td>
<td>ON-SITE CEREMONY</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------</td>
<td>-----------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Grand Hall - Capacity 250</td>
<td>$1,100</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ROOM W/CAPACITY</td>
<td>RATE</td>
<td>FOOD &amp; BEV MIN.</td>
<td>ON-SITE CEREMONY</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-------</td>
<td>-----------------</td>
<td>------------------</td>
</tr>
<tr>
<td>West Room - Capacity 150</td>
<td>$7,000</td>
<td>N/A</td>
<td>Included</td>
</tr>
</tbody>
</table>

CAMP BLODGETT – West Olive, MI
**BOATWERKS**  – Holland, MI

<table>
<thead>
<tr>
<th>ROOM W/CAPACITY</th>
<th>RATE</th>
<th>FOOD &amp; BEV MIN.</th>
<th>ON-SITE CEREMONY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black River Ballroom- Capacity 400</td>
<td>$4,500</td>
<td>$9,000</td>
<td>$1,700 incl. amenities</td>
</tr>
</tbody>
</table>
# MY BAREFOOT WEDDING

- Ceremony Only

<table>
<thead>
<tr>
<th>PACKAGE W/CAPACITY</th>
<th>RATE</th>
<th>FOOD &amp; BEV MIN.</th>
<th>ON-SITE CEREMONY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perpetual Promise - capacity 30</td>
<td>$2,999</td>
<td>N/A</td>
<td>$2,999</td>
</tr>
</tbody>
</table>
Potential Economic Impact: Ceremonies Near Spring Lake
Potential Economic Impact: Ceremonies Near Spring Lake

My Barefoot Wedding provided numbers based on their 2019 ceremonies and hotel stays at SL/GH Holiday Inn (based on family of four/room)
Potential Economic Impact: Ceremonies Near Spring Lake

My Barefoot Wedding provided numbers based on their 2019 ceremonies and hotel stays at SL/GH Holiday Inn (based on family of four/room)

- Total 2019 guests: 1,774
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- Total 2019 guests: 1,774
- Number of 2019 ceremonies: 45
Potential Economic Impact: Ceremonies Near Spring Lake

My Barefoot Wedding provided numbers based on their 2019 ceremonies and hotel stays at SL/GH Holiday Inn (based on family of four/room)

- Total 2019 guests: 1,774
- Number of 2019 ceremonies: 45
- Average hotel room: $300/night
Potential Economic Impact: Ceremonies Near Spring Lake

My Barefoot Wedding provided numbers based on their 2019 ceremonies and hotel stays at SL/GH Holiday Inn (based on family of four/room)

- Total 2019 guests: 1,774
- Number of 2019 ceremonies: 45
- Average hotel room: $300/night
- Average food cost/day: $60/person
Potential Economic Impact: Ceremonies Near Spring Lake

My Barefoot Wedding provided numbers based on their 2019 ceremonies and hotel stays at SL/GH Holiday Inn (based on family of four/room)

• Total 2019 guests: 1,774
• Number of 2019 ceremonies: 45
• Average hotel room: $300/night
• Average food cost/day: $60/person
• Average entertainment/day: $30/person
Potential Economic Impact: Ceremonies Near Spring Lake

My Barefoot Wedding provided numbers based on their 2019 ceremonies and hotel stays at SL/GH Holiday Inn (based on family of four/room)

• Total 2019 guests: 1,774
• Number of 2019 ceremonies: 45
• Average hotel room: $300/night
• Average food cost/day: $60/person
• Average entertainment/day: $30/person
• Average stay: 2.5 days & 2 nights
Total 2019 guests: 1,774
Number of 2019 ceremonies: 45
Average hotel room: $300/night
Average food cost/day: $60/person
Average entertainment/day: $30/person
Average stay: 2.5 days & 2 nights
Average reception price including food: $5000
My Barefoot Wedding provided numbers based on their 2019 ceremonies and hotel stays at SL/GH Holiday Inn (based on family of four/room)

- Total 2019 guests: 1,774
- Number of 2019 ceremonies: 45
- Average hotel room: $300/night
- Average food cost/day: $60/person
- Average entertainment/day: $30/person
- Average stay: 2.5 days & 2 nights
- Average reception price including food: $5000

TOTAL ECONOMIC IMPACT

$890,550
**TANGLEFOOT PAVILION** – Based on Wedding Planner Recommendations

<table>
<thead>
<tr>
<th>PAVILION W/CAPACITY</th>
<th>RATE</th>
<th>FOOD &amp; BEV MIN.</th>
<th>ON-SITE CEREMONY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity 250</td>
<td>$1,500</td>
<td>N/A</td>
<td>$500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FULL/HALF</th>
<th>MON. – THURS.</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
<th>SUNDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Hrs</td>
<td>$250</td>
<td>$1000</td>
<td>$1500</td>
<td>$1250</td>
</tr>
<tr>
<td>4 Hrs.</td>
<td>$100</td>
<td>—</td>
<td>—</td>
<td>$500</td>
</tr>
</tbody>
</table>
Recommendation:
Recommendation:

If this project is to move forward, put together a steering committee of stakeholders and industry professionals to make some determinations that will help to ensure the optimal success of the venue against maintenance costs.
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- How do rates change from month to month throughout seasons?
Recommendation:

If this project is to move forward, put together a steering committee of stakeholders and industry professionals to make some determinations that will help to ensure the optimal success of the venue against maintenance costs:

- How do rates change from month to month throughout seasons?
- What is the rate to reserve entire park for ceremony on site?
Recommendation:

If this project is to move forward, put together a steering committee of stakeholders and industry professionals to make some determinations that will help to ensure the optimal success of the venue against maintenance costs.

- How do rates change from month to month throughout seasons?
- What is the rate to reserve entire park for ceremony on site?
- What is the rate to use the catering kitchen – or is it included?
Recommendation:

If this project is to move forward, put together a steering committee of stakeholders and industry professionals to make some determinations that will help to ensure the optimal success of the venue against maintenance costs.

- How do rates change from month to month throughout seasons?
- What is the rate to reserve entire park for ceremony on site?
- What is the rate to use the catering kitchen – or is it included?
- Establish parking rules – ex. valet or trolley shuttle must be provided
If this project is to move forward, put together a steering committee of stakeholders and industry professionals to make some determinations that will help to ensure the optimal success of the venue against maintenance costs.

Recommendation:

- How do rates change from month to month throughout seasons?
- What is the rate to reserve entire park for ceremony on site?
- What is the rate to use the catering kitchen – or is it included?
- Establish parking rules – ex. valet or trolley shuttle must be provided
- Establish load-in and out timing
Recommendation:

If this project is to move forward, put together a steering committee of stakeholders and industry professionals to make some determinations that will help to ensure the optimal success of the venue against maintenance costs.

• How do rates change from month to month throughout seasons?
• What is the rate to reserve entire park for ceremony on site?
• What is the rate to use the catering kitchen – or is it included?
• Establish parking rules – ex. valet or trolley shuttle must be provided
• Establish load-in and out timing
• Who will handle bookings?
Questions?
<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting</th>
<th>Synopsis</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/10/18</td>
<td></td>
<td>Legal opinion from Bob Sullivan regarding use of Tanglefoot Park</td>
<td>Manager Burns informed the board that Kim Van Kampen had approached council to consider</td>
</tr>
<tr>
<td>10/01/18</td>
<td>P&amp;R</td>
<td>turning Tanglefoot into a family-friendly park, which is more in keeping with the Thum family's wishes</td>
<td>Council discussed their thoughts on the 2019 camping season and agreed it would depend on the cost/benefit analysis</td>
</tr>
<tr>
<td>10/08/18</td>
<td>Council</td>
<td>Rec to discuss the future of Tanglefoot Park regarding maintenance, repairs and downtown redevelopment.</td>
<td>Recommendation to close fo 2019 season due to force main construction</td>
</tr>
<tr>
<td>11/05/18</td>
<td>P&amp;R</td>
<td>Board asked for a Tanglefoot analysis of revenue and expenditures</td>
<td>Dull and Callen agreed to sit on this committee.</td>
</tr>
<tr>
<td>12/13/18</td>
<td>DDA</td>
<td>Discussion about a feasibility study for a stronger connection between Tanglefoot &amp; Mill Point Parks</td>
<td>motion by Heins, support Dixon by to hire Progressive AE to perform a feasibility study for Tanglefoot Park for an amount not to exceed $20,000</td>
</tr>
<tr>
<td>01/10/19</td>
<td>DDA</td>
<td>Manager Burns shared the preliminary list of individuals to sit on the Redevelopment Research Committee with Progressive AE.</td>
<td>Burns reported that at their December meeting, the DDA approved hiring Progressive AE to do a feasibility study to look at making a stronger tie-in between Tanglefoot/Mill Point Parks (specifically the Grand River) and downtown Spring Lake.</td>
</tr>
<tr>
<td>01/14/19</td>
<td>Council</td>
<td>Harry Burkholder moderated a joint meeting to discuss the benefits of the Trail Town designation and the benefit of a water gateway to the downtown</td>
<td></td>
</tr>
<tr>
<td>01/15/19</td>
<td>DDA, PC, P&amp;R</td>
<td>Manager Burns discussed the possibility/redevelopment of the park</td>
<td>The park generates revenue. So if not collected, Council would need to figure out how to bridge that gap</td>
</tr>
<tr>
<td>02/04/19</td>
<td>P&amp;R</td>
<td>Redevelopment Research Committee Meeting #1 (invited: Dull, Callen, Hanks, Petrus, VanStrate, Hinga, Burns, Stanford-Butler, Peel, Schuitema, Groenevelt, Stocking, Kauchek)</td>
<td></td>
</tr>
<tr>
<td>02/21/19</td>
<td></td>
<td>Manager Burns reported that the first stakeholder meeting was held on 02/21/19. It abbreviated but the next one would be longer with Progressive AE/designs to show</td>
<td></td>
</tr>
<tr>
<td>03/04/19</td>
<td>P&amp;R</td>
<td>Tanglefoot/Mill Point Park Master Plan Update</td>
<td></td>
</tr>
<tr>
<td>04/01/19</td>
<td>P&amp;R</td>
<td>Manager Burns updated Council on the latest happenings with the parks &amp; rec master plan update.</td>
<td></td>
</tr>
<tr>
<td>04/08/19</td>
<td>Council</td>
<td>Redevelopment Research Committee Meeting #3 (invited: Dull, Callen, Hanks, Petrus, VanStrate, Hinga, Burns, Stanford-Butler, Peel, Schuitema, Groenevelt, Stocking, Kauchek)</td>
<td></td>
</tr>
<tr>
<td>04/29/19</td>
<td></td>
<td>Community Engagement re: Tanglefoot at Pedal, Picnic and Play @ Central Park</td>
<td>Mill Point/Tanglefoot community engagement scheduled for May 29, 2019 at Seven Steps Up. Post cards invitations mailed to ever Village resident</td>
</tr>
<tr>
<td>05/04/19</td>
<td>P&amp;R</td>
<td>Discussed need to solicit more input from the public regarding Tanglefoot Park</td>
<td></td>
</tr>
<tr>
<td>05/06/19</td>
<td>P&amp;R</td>
<td>Community Engagement Meeting held at Seven Steps Up</td>
<td></td>
</tr>
<tr>
<td>06/03/19</td>
<td>P&amp;R</td>
<td>Discussion of the engagement comments were in the hands of Progressive AE, which will compile the results and report back to P&amp;R</td>
<td></td>
</tr>
<tr>
<td>07/01/19</td>
<td>P&amp;R</td>
<td>Manager Burns reported to P&amp;R that the results of the community engagement, support a different use of the park</td>
<td></td>
</tr>
</tbody>
</table>
Manager Burns reported the results of the community engagement meeting with council. Majority of attendees are in favor of repurposing the park.

Manager Burns explained to council that the requested quotes for an analysis on costs for redeveloping the parks and assistance with grant preparation had been submitted for Council’s review. Burns said she did not think an educated decision could be made on redevelopment without a market analysis.

Conference Call with Howard Kohn of the Chesapeake Group regarding the outcome of his survey of residents and his analysis of the revenue generating capability of Tanglefoot Park.

Council agreed to ask the DDA if they were willing to pay for an analysis comparing uses of Tanglefoot as a trailer park versus another use.

Council agreed that the market analysis was important before any decisions to move forward could made.

Council discussed the redevelopment of Tanglefoot.

Manager Burns recommended that the DDA footprint be expanded to include Tanglefoot. The DDA agreed to move forward with the process and to continue its services with Progressive AE.

Burns reported that she had been asked by President Powers to draft a list of Frequently Asked Questions with factual answers regarding the redevelopment of Tanglefoot Park.

Progressive AE submitted cost estimates for the development of Tanglefoot Park.

Motion by M. Hanks, second from Dixon, to recommend accepting the proposal from Progressive AE for the redevelopment of Tanglefoot Park. All in favor, motion carried.

The FAQs document relating to Tanglefoot was compiled and placed on the Village's website on 12/10/19.

Pete Lazdins went over a proposal for the Tanglefoot Event Space. Explained that Tanglefoot Park was not located in the DDA so they were working through the process to have that parcel added so that eventually the DDA would be the funding mechanism for any improvements to Tanglefoot Park.

Motion by Hanks, second from Duer, to adopt Resolution 2020-01, a resolution of intent to amend the boundaries of the DDA and designate a public hearing date. All in favor, motion carried.

Manager Burns shared Resolution #2020-01 to expand the boundaries of the DDA by adding Tanglefoot Park so they could pay for any and all projects.

Resolution to expand the DDA District

Expansion of DDA District to include Tanglefoot Park

Tanglefoot Park redevelopment needs a focus group made up of community members to lead the design of the park.

Council approved a list of committee members to work with Progressive AE on a proposed plan for Tanglefoot and Mill Point Parks.

Focus group update given to P&R; MDNRTF Grant Application process began.
02/10/20 Council
Staff started preparing a grant application for the DNRTF. One of the steps that needed to be accomplished was setting up a fund for donations that will ultimately be used for the match necessary if the grant application is successful.
Council agreed and asked that this item be placed on the Consent Agenda.

02/17/20 Council
A proposed ordinance amending the boundaries of the downtown district to add the lands described in the DDA Proposed Expansion was discussed.
Public hearing held.

02/27/20
Tanglefoot Focus Group Meeting (Garrison, VanLeeuwen-Vega, M. Hanks, Gaasch, D. Dye, S. Verplank)

03/02/20 P&R
DNR Trust Fund Grant Application was discussed.
Public hearing held.

03/09/20 Council
Manager Burns explained to council that staff would be applying for the DNR Trust Fund Grant to help offset costs of the redevelopment of Tanglefoot Park.
Motion by Duer, second from Hanks, to adopt Resolution 2020-06, a resolution approving a grant application to the DNR Trust Fund to redevelop Tanglefoot Park.

03/23/20 Council
Staff, with the support of several consultants, have been working diligently to complete a very complex grant application in order to meet the deadline of April 1, 2020 for submission.
Due to budgetary constraints, the group has changed direction from a very expensive enclosed building with high maintenance to investing in the outdoor space and a partially enclosed three-season pavilion.

04/01/20
DNR Trust Fund Grant Application was submitted.

04/20/20 Council
DDA Boundary expansion to align with bonding terms for Tanglefoot redevelopment was discussed.
Motion by Duer, second by Petrus to adopt Ordinance 362.

04/30/20
Tanglefoot Focus group met through a Zoom meeting.

05/04/20
Tanglefoot Focus Group Meeting (Garrison, VanLeeuwen-Vega, M. Hanks, Gaasch, D. Dye, S. Verplank)

05/12/20 DDA
Manager Burns reported that the MNRTF Grant had been returned for a few changes.
The changes were made and the grant resubmitted.

07/06/20 P&R
Manager Burns reported that she was expecting 3D renderings and better engineering estimates from Progressive AE that would go back to the focus group.

07/14/20 DDA
DDA Director explained that the village was looking to extend the life of the DDA District for an additional 15 years. Manager Burns explained that the term of the bond to redevelop Tanglefoot needed to align with the life of the DDA.
Motion by Willison, second from Van Leeuwen-Vega, to recommend that the Spring Lake Village Council adopt a Resolution of Intent.

08/11/20 DDA
Tanglefoot Focus Group Meeting (Garrison, VanLeeuwen-Vega, M. Hanks, Gaasch, D. Dye, S. Verplank)
Amendment to the DDA & set a public hearing date.
Motion by TePastte, support by Hanks to adopt Resolution 2020 - 18, a Resolution of intent to amend the DDA Plan and set a public hearing date.

09/08/20
DDA 7th Amendment recommendation. Manager Burns explained that the DDA’s review was the first step in the approval process of the 7th Amendment.

09/21/20 Council
Update given on DNR TF Grant. Manager Burns reported that she was expecting 3D renderings and better engineering estimates from Progressive AE that would go back to the focus group.

10/05/20 P&R
Manager Burns asked the DDA to review the proposed Resolution supporting the acceptance of the redevelopment of Tanglefoot.

10/08/20 DDA
Manager Burns reported that the DDA Director requested that the DDA District be extended for an additional 15 years.

10/19/20 Council
DDA 7th Amendment (extension of the term of the DDA)

November
December/January
January
February
March

April

May

June

July

August

September

October
April/May/June
Bonding
July/August/September
Construction begins
What is the annual net revenue from Tanglefoot Park? If Tanglefoot is no longer a campground, how is the Village going to make up that lost revenue?

The Village netted (revenue less expenses) approximately $35,000 each budget year from campers at Tanglefoot Park. This figure does not include dock rental, which the Village continues to collect, nor does it take into consideration that Tanglefoot, if left as a campground, was in need of additional investment going forward. That $35,000 represents 2.25% of the Village’s annual General Fund operating budget.

In 2019, Ms. Kim VanKampen donated to the Village the commercial property located at 109 S. Jackson Street. After a lengthy RFP process, the Village sold that building to ARM, a local business, for $110,000. That local business intends to invest nearly $1,000,000.00 to redevelop 109 S. Jackson. Contrary to Facebook posts, 109 S. Jackson is not slated for demolition, but will be redeveloped in include a retail storefront on the 1st floor and offices on the 2nd floor.

The Village “earmarked” 109 S. Jackson’s $110,000 purchase price to offset lost revenue at Tanglefoot Park for the next 3 years. At the end of that 3 years, Tanglefoot redevelopment should be complete and generating revenue once again (albeit, not as a campground).

Why weren’t campers notified of the change to Tanglefoot Park?

On October 5, 2018 at 3:00 p.m., a meeting was held at Village Hall in the EOC room to discuss the park closure (in 2019). The closure had to occur because the regional sewer force main construction had to go forward.

The Village posted the notice for the meeting in the Tanglefoot clubhouse shared by Tanglefoot campers. Inquisitive campers came to that meeting in the Village EOC room. The Village manager conducted a 90 minute “question and answer” session about the future of the park. Village staff shared diagrams compiled by the Village’s civil engineers.

Over the course of 2018 and 2019, meetings by the Village’s Parks & Recreation Board, the Downtown Development Authority, and Village Council gathered information regarding Tanglefoot and discussed options. The Village held community engagement meetings, including one on May 4, 2019 at Central Park in conjunction with Pedal, Picnic & Play and again on May 29, 2019 at Seven Steps Up. The Village sent every Village address a postcard inviting people to a community engagement meeting at Seven Steps Up. The Village recorded the resident comments. The Village archived that feedback, and it is public information readily available for all to evaluate. The Village also hired an independent consultant to distribute a survey and collect data to determine the financial sustainability of proposed changes to the park. A total of 541 survey responses were received. The economist’s analysis presented to Village Council recommended the proposed new use.
After over 12 months of data collection and contemplation, the Village Council decided to move ahead with the redevelopment, at which time a letter was sent to all 2018 seasonal campers, letting them know Tanglefoot Park would not reopen in 2020.

**Is one person dictating what happens at Tanglefoot Park?**

One person is not dictating changes to Tanglefoot Park. Ms. VanKampen gifted 109 S. Jackson Street to the Village to offset lost revenue from the park, if Tanglefoot Park was closed as a campground. Ms. VanKampen did not participate in any focus groups or any community engagement sessions. Ms. VanKampen did not attend any DDA meetings or Village Council meetings to influence any decisions from those boards.

**Why is the deed restriction regarding the use of Tanglefoot Park just now being brought up?**

The issue of non-compliance with the Thum Family gift restrictions (dated July 17, 1916) has been broached repeatedly over the decades. Here is an excerpt of the language from the deed restriction:

> upon the following expressed conditions, to-wit:
> First: That said property shall not be conveyed or title thereto transferred or encumbered by said Village of Spring Lake;
> Second: That no lease of said property, or any part thereof, or other transfer of possession thereof shall be made by said Village of Spring Lake;
> Third: That said property shall be used only for park, pier, wharf and other public municipal purposes under the control and direction of said Village of Spring Lake, and such other municipal corporations as may succeed to public authority over the territory now included within its boundaries.
This is the legal opinion by recently-deceased local attorney James P. Piper, Scholten Fant, dated November 27, 1974:

In sum, Mr. Piper felt that, the use of Tanglefoot Part as a trailer park violated the Village’s promise to the Thum family, but the Thum family had little recourse.

The current Village council feels that redeveloping Tanglefoot Park into a community gathering space preserves the original intent of the gift made by the Thum family 103 years ago. The proposed expansion is also consistent with the Village’s Master Plan.

Why is the Village redeveloping Tanglefoot Park, when Mill Point Park needs attention?

The Parks & Recreation Board and Village Council all agree Mill Point Park needs major repairs. The issues at Mill Point Park are due to record high water levels. The Village has allocated a total of $440,000 in the Village budget for 2 consecutive years to address the parking lot. But the Village cannot demand that Mother Nature roll back the water and allow us to do the necessary work. Once the water levels recede, Mill Point Park will receive the attention it needs and deserves. We may have to wait up to 2 more years, however, before the water recedes enough to perform the work.

Why doesn’t the Village address the goose problem at Mill Point Park?

The Village’s goose population varies from year-to-year, but geese are always present to some extent. The Village consulted with experts over the years on various means to keep geese out of Mill Point Park. Unfortunately, geese can (and do) fly and they also swim. There is no perfect solution to keeping them at bay. DPW crews can clean the docks, sidewalks, pathways and lawn area and those locations can then be completely re-covered in goose excrement within an hour. The most effective solution, according to the experts, is to employ a dog (we’ve tried various other means, to no avail).
Why hasn’t the Village fixed the bike path between Mill Point and Tanglefoot Parks?

The entire Great Lakes Basin is experiencing record-high water levels. The Village is part of that basin and is itself a peninsula on the much larger Michigan Peninsula. Our Village is literally surrounded by water. That water is causing damage to multiple locations around the Village (Mill Point Park, Jackson Street dock, Lakeside Beach, Alden Street just to name a few). Our very preliminary guess is the Village faces approximately $1,000,000.00 in repairs arising from the higher water levels; a number that may increase as lake levels remain high, or go even higher.

Regarding the specific space between Mill Point and Tanglefoot Parks, the Village maintains an easement over private property that allows us to maintain the pathway, but does not mandate that we maintain the pathway. The Village intends to repair the easement walkway as part of the larger repair and reconstruction of multiple locations around the Village, but we need the water to recede first.

We do not believe it would be a wise expenditure of tax dollars to repair paths, beaches, and parking lots, when the United States Army Corp of Engineers predicts water levels are likely to be the same or higher in 2020. Several years ago, we lost the concrete sidewalk at Lakeside Beach to erosion. We replaced the sidewalk with a “long-term” solution…which we lost again in 2019. Today Lakeside Beach is almost non-existent.

We are in regular communication with the Army Corp of Engineers, our own civil engineers, and the Ottawa County Emergency Management Director regarding 2020 water levels.

How much are the Tanglefoot Park changes going to cost?

The engineering estimate associated with the preliminary design was just over $3,000,000.

Who is paying for the changes?

Two donors have committed $500,000 each towards a new community pavilion at Tanglefoot Park. The Village will apply for grants from local and state grant-making authorities. Village Council does not intend on raising millage rates to pay for this redevelopment---Tanglefoot needs to generate revenue and be sustained by increased revenue from downtown development. This approach has been supported by the Parks & Recreation Committee as well as the Downtown Development Authority.
What are the next steps?

The designs vetted at the community engagement meetings were preliminary. The Village is taking further suggestions, which may need to be incorporated. A focus group will then “tighten up” the design and then the budget. More community engagement meetings will follow, and a firm budget established before any investment is made.

If you have questions about this topic or any other, please feel free to reach out to Village Manager Chris Burns at 616-842-1393 or christine@springlakevillage.org.

Additional information is available on our website www.springlakevillage.org or on our Facebook page. Please consider signing up for our weekly e-newsletter.
Progressive AE has proposed the following opinion of probable cost for the project listed and the cost associated. This opinion of probable cost is subject to the terms, provisions and scope described herein.

<table>
<thead>
<tr>
<th>Construction Cost (Div. 02 through Div. 2B)</th>
<th>Low Range</th>
<th>High Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Site Development (Div. 31 through Div. 34)</td>
<td>$3,030,300.00</td>
<td>$3,519,200.00</td>
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<tr>
<td>Construction Site Development (Div. 31 through Div. 34)</td>
<td>$551,100.00</td>
<td>$638,100.00</td>
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<td>General Conditions</td>
<td>$461,700.00</td>
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<td>General Requirements</td>
<td>$475,400.00</td>
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<td>Potential Construction Cost</td>
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<td>Construction Costs Sqft</td>
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<td>Contingency - Design</td>
<td>$452,900.00</td>
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<tr>
<td>Contingency - Construction</td>
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<td>Potential Construction (with Contingency) Cost</td>
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<td>Construction (with Contingency) Costs Sqft</td>
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<td>$608.10</td>
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<table>
<thead>
<tr>
<th>Owner Held Contracts</th>
<th>Low Range</th>
<th>High Range</th>
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<tbody>
<tr>
<td>Hazardous Material</td>
<td>$95,000.00</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>Consultant(s)</td>
<td>$13,100.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>A/E Reimbursable and Expenses</td>
<td>$416,700.00</td>
<td>$482,400.00</td>
</tr>
<tr>
<td>A/E Design Services and Fees</td>
<td>$416,700.00</td>
<td>$482,400.00</td>
</tr>
<tr>
<td>Security/Access Control Systems</td>
<td>$416,700.00</td>
<td>$482,400.00</td>
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<tr>
<td>Audio/Visual Systems</td>
<td>$416,700.00</td>
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<tr>
<td>Furniture (including Sales Tax, Delivery and Installation)</td>
<td>$13,100.00</td>
<td>$15,000.00</td>
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<tr>
<td>Potential Project Cost</td>
<td>$5,817,400.00</td>
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<tr>
<td>Project Costs Sqft</td>
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<td>$650.37</td>
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<table>
<thead>
<tr>
<th>Alternates (not included in Base Bid)</th>
<th>Low Range</th>
<th>High Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate #1 - Add for Escalation beyond current calendar year.</td>
<td>$232,666.00</td>
<td>$269,428.00</td>
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</tbody>
</table>

Project Clarifications

1. The probable cost includes both a Construction Contingency and a Design Contingency. The Design Contingency is to address possible additional costs that have not yet been fully designed, or detailed.
2. The probable costs are preliminary and based on conceptual programming. A thorough investigation and a complete design will be necessary to determine the exact scope of work and associated costs.
3. The construction costs presented include construction costs and "soft costs" i.e. General Conditions, Profit, and Permit Fees.
4. The probable cost excludes demolition, removal, or disposal of hazardous or contaminated materials.
5. The probable cost assumes work to take place during "normal" daylight working hours, excluding weekends and holidays.

Job Specific Clarifications

General Conditions/General Requirements

1. General Conditions/General Requirements are the costs incurred during a project that typically involve the daily oversight and supervision of Trade Contractors, Material Deliveries and Job Site Safety and Security. These are typically the costs of managing and running the construction project and include:
   - Full-time, on-site Supervision during Construction
   - Project Manager time, part-time estimated up to 10 hours per week during construction
   - Administrative Assistant during construction, part-time estimated up to 10 hours per week during construction - issuing contracts, purchase orders, etc.
   - Plan Reproduction Costs - Blueprints
   - Travel expenses - fuel/mileage

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Conceptual Design Probable Cost

Progressive AE has proposed the following opinion of probable cost for the project listed and the cost associated. This opinion of probable cost is subject to the terms, provisions and scope described herein.

![Image]

<table>
<thead>
<tr>
<th>Construction Cost (Div. 02 through Div. 28)</th>
<th>Low Range</th>
<th>High Range</th>
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<tbody>
<tr>
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<td>$199,664.00</td>
<td>$231,184.00</td>
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Project Clarifications

1. The probable cost includes both a Construction Contingency and a Design Contingency. The Design Contingency is to address possible additional costs that have not yet been fully designed, or detailed.
2. The probable costs are preliminary and based on conceptual programming. A thorough investigation and a complete design will be necessary to determine the exact scope of work and associated costs.
3. The construction costs presented include construction costs and "soft costs" i.e. General Conditions, Profit, and Permit Fees.
4. The probable cost excludes demolition, removal, or disposal of hazardous or contaminated materials.
5. The probable cost assumes work to take place during "normal" daylight working hours, excluding weekends and holidays.

Job Specific Clarifications

General Conditions/General Requirements

1. General Conditions/General Requirements are the costs incurred during a project that typically involve the daily oversight and supervision of Trade Contractors, Material Deliveries and Jobsite Safety and Security. These are typically the costs of managing and running the construction project and include:
   - Full-time, on-site Supervision during Construction
   - Project Manager time, part-time estimated up to 10 hours per week during construction
   - Administrative Assistant during construction, part-time estimated up to 10 hours per week during construction - issuing contracts, purchase orders, etc.
   - Plan Reproduction Costs - Blueprints
   - Travel expenses - fuel/mileage

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Owner Held Contracts
- Hazardous Material
  - Low Range: $, High Range: $ |
- Consultant(s)
  - Low Range: $95,000.00, High Range: $100,000.00 |
- Special Inspections
  - Low Range: $, High Range: $ |
- A/E Reimbursable and Expenses
  - Low Range: $9,000.00, High Range: $9,681.40 |
- A/E Design Services and Fees
  - Low Range: $204,400.00, High Range: $309,804.69 |
- Security/Access Control Systems
  - Low Range: $, High Range: $ |
- Audio/Visual Systems
  - Low Range: $, High Range: $ |
- Furniture (including Sales Tax, Delivery and Installation)
  - Low Range: $86,800.00, High Range: $91,300.00 |

<table>
<thead>
<tr>
<th>Project</th>
<th>Low Range</th>
<th>High Range</th>
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Alternate #1 - Add for Escalation beyond current calendar year.

$166,564.00 | $190,839.44 |

Project Clarifications
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November 16, 2020

TO: Spring Lake Village Council

I listened in to Monday’s Nov 9 work session about the use of Tanglefoot Park. I was concerned with some council members believing that the park should generate a profit to replace the $35k that used to be generated by RV rentals.

With practically no exceptions, citizens expressed views at our community engagement meetings that they wanted a public park for use by all residents rather than limiting its use to RV rentals. No one expressed any views that the park should have to generate profits.

I believe the original deed restrictions did not require generating a profit from the donated space. In my opinion, the purpose of public parks is not primarily to generate revenue but to enhance the quality of life for the residents of the community.

As an owner of an event venue, I believe, however, that there is an opportunity to generate some revenue from a redeveloped park. That should not be the primary purpose though. Closing the park for private event rentals should not take precedence over the public’s use of the park. If there is a way to satisfy both, we should explore that, but it may not be possible to accommodate both uses.

I understand that Kim Van Kampen donated the property at 109 S. Jackson to help offset some of the revenue loss from RV rentals while we explored new uses for the park.

As a member of the DDA, we’ve discussed the park redevelopment on several occasions. It should be noted that it’s the DDA that will bear the cost of redevelopment rather than funds from the Village. It was the DDA that organized and paid for the community engagement meetings. If you weren’t at those meetings, you missed a great chance to hear what the community wants—they want a cool park that everyone can use; they were unconcerned about any need to generate revenue.

One council member suggested that the DDA should be spending its money on our other parks, including Central Park. Please note that Central Park is not part of the DDA. The DDA did and will contribute to other parks that are part of the DDA area: Mill Point parking lot, Whistle Stop Park, and lighting along the bike trail. The DDA is very attuned to enhancing the quality of our downtown—in fact, that’s basically all we talk about. While it is probably Council’s right to do so, I’m concerned that council may think they know better than the DDA about how to spend DDA funds.

I understand there is a million dollars in donations available to help with the redevelopment. Also, we’ve applied for a $300k grant from the DNR and intend to pursue other grants, as well as a capital campaign to raise additional funds. In the end, there may be a gap in needed funding which could be accomplished by a bond issue to be paid off over time by the DDA.
I would encourage the council to allow the DDA board to accomplish the improvements at Tanglefoot Park that the community has requested.

Sincerely,

Gary Hanks, co-owner
SEVEN STEPS UP LIVE MUSIC + EVENTS
Hi Chris –

Good talking with you today. Below is the information I shared with you on our 2019 cost for the splashpad. We didn’t provide 2020 as we didn’t open it until August due to Covid19 gathering restrictions. As noted in our Finance Director’s email, we have a restroom building associated with the splash pad. If I had to guess, I would say 75% of the maintenance/cleaning wages would be associated with the restroom.

What I would say is that our City Council (and even me) really don’t complain about the annual cost associated with the splashpad. While I had positive expectations for how much the community would like the splashpad before it was built, the actual community response has exceeded those expectations. The community absolutely loves it and it services just about every age demographic with maybe the exception of teenagers (I think they secretly like it too 😊).

If you want more information on the actual design aspects, how the project evolved, etc., please feel free to reach out to Abby deRoo. She played a big part in spearheading the project. And of course, I can try and provide any more information you may need as well.

Glad to hear things are going well in Spring Lake. Be well!

Tim
Maintenance/Cleaning Wages - $7,725
Property Insurance - $400
Cleaning/Bathroom Supplies - $2,175
Equipment Maintenance Supplies - $1,475
Water/Sewer/Electric Utility - $27,175
Gas Utility - $1,050

Total Operational Cost - $40,000 per year

Thanks,
Kevin
DOLLAR LEVELS | GIVING LEVEL
--- | ---
500,000 - up | Tanglefoot Visionary - You know the possibilities are endless

100,000 - 499,999 | Event Center Builder - You know if we build it they will come

75,000 - 99,999 | Patron of Park Arts - This will be a garden where the arts will grow

50,000 - 74,999 | River Front Benefactor - You know the value of sharing our waterfront

25,000 - 49,999 | Firepit Circle of Friends - You can help us bring people together all year long
DOLLAR LEVELS
10,000 - 24,999

GIVING LEVEL
Gathering Place Partner - You understand the basics of bringing people together

1,000 - 9,999

Public Park Sponsor - You believe in what this will bring to our community

$1 - 999

Friend of Tanglefoot - You like the plan and want to be a part of it
Background: At their September 14, 2020 meeting, Council was presented with a plan from ARM to swap properties near the 109 S. Jackson Street property that they purchase on 12/20/19. Council asked for a monetary breakdown of the proposed swap. Staff enlisted the assistance of Capstone Development to execute a Broker’s Opinion of Value. The opinion is not an appraisal, but what the Broker believes to be market value based on current conditions.

Savidge Two, LLC donated 109 S. Jackson Street to the Village and was required to obtain an appraisal on the property to determine value for tax purposes. The appraisal not ready when this agenda report was prepared, but should be available discuss at the meeting. Now that the appraisal is complete, ARM is moving forward on razing the structure.

Issues & Questions Specified: Should Council continue to explore the property swap proposal from ARM?

Alternatives: N/A

Financial Impact: Unknown at this point in time.

Recommendation: Continue working with ARM to reach a mutually beneficial arrangement for the property swap.

Attachments:

Broker’s Opinion of Value
Appraisal (hopefully available by meeting time)
Ms. Christine Burns  
Village Manager  
Village of Spring Lake  
102 W. Savidge Street  
Spring Lake, MI 49456  

RE: Broker’s Opinion of Value

Dear Ms. Burns:

As you requested in our recent telephone call and as contemplated by our subsequent e-mail exchange, Capstone Real Estate, LLC has agreed to conduct a market analysis of and provide the Village of Spring Lake with a broker’s opinion of value (“BOV”) for two parcels of land located within the Village of Spring Lake, Michigan. The first subject of our BOV is the property commonly known as 109 S. Jackson Street (which property is presently owned by Arm Holding Co., LLC [“ARM”], and ARM’s parcel will be referred to hereinafter as the “ARM Parcel”). The second subject of our BOV has not been assigned a mailing address, but is the parcel at the northwest corner of the intersection of Jackson and Exchange Streets (which property is presently owned by the Village of Spring Lake [the “Village”], which parcel will be referred to hereinafter as the “Village Parcel”). The permanent parcel number for the ARM Parcel is 70-03-15-381-025; and the permanent parcel number for the Village Parcel is 70-03-15-381-020.

We understand the purpose of the BOV is to assist Village officials and staff in assessing the equity of a contemplated property trade, pursuant to which the Village would convey the Village Parcel to ARM and in exchange, ARM would convey the ARM Parcel to the Village. Your instructions to me were that, although there is presently a building on the ARM Parcel, any trade would require ARM to demolish and remove the building prior to a transaction, and that the ARM Parcel would be conveyed to the Village, if at all, cleared of all debris, filled and leveled.

Based on the information available to us, including information obtained from the County’s public records as well as information provided by you and by individuals associated with ARM, we have determined that both parcels have frontage on one or more public roads, have access to all typical utilities, and are subject to the same zoning (both located within the Village’s Central Business District. The ARM Parcel consists of 3,106 square feet of land area, and the Village Parcel consists of 10,560 square feet of land area.

I visited the neighborhood and viewed both parcels as well as the immediate vicinity. I have also conducted market research, which included the review and analysis of recent comparable sold property reports (specifically including the transaction by which ARM acquired the ARM Parcel...
less than 12 months ago), as well as my knowledge of comparable but un-reported and/or pending sales of similar properties.

Based on all of the foregoing, it is my opinion that the present fair market value of the ARM Parcel is $110,000.00. This valuation equates to $35.42 per square foot of land area. Because of the very close proximity of the parcels being evaluated and the fact that for practical purposes, they are identical or nearly so in all other material respects, our valuation methodology for the ARM Parcel must also apply to the Village Parcel. It is therefore our opinion that the present fair market value of the Village Parcel is $374,000.00.

Please note that the above-stated value of the Village Parcel has not been adjusted to reflect what we believe is a minor premium for its corner location (as opposed to the interior-block location of the ARM Parcel), nor a minor discount for its larger size (all else being equal, larger parcels typically carry slightly lower values on a per-square-foot basis than smaller parcels), because we believe those adjustments are offsetting. Also, and while the cost of demolishing and removing the building from and clearing and leveling the ARM Parcel will apparently be a precondition of the contemplated exchange, we have not accounted for (or allocated) that expense, as we are not qualified to accurately assess the likely cost of that work.

Our conclusions set forth in this letter are subject to the following conditions: While I did visit the area and viewed both parcels, that visit was to confirm the general appearance and apparent quality of the immediate and neighborhood market. Our estimate of value is based on the assumption that there are no environmental issues and that title to both parcels is clear and readily marketable. Our estimate of value is based only upon our research and analysis of comparable sales and our review of the information submitted to us by the Village and by ARM, our visits to and familiarity with the immediate area, and the assumption that reasonable marketing time and efforts would be allowed in the event of an actual sale of either parcel.

Neither Capstone Real Estate, LLC nor any of its principals, agents or contractors (collectively, “Capstone”) are licensed as appraisers, nor shall this report be treated as an appraisal. This is a market analysis, not an appraisal, and was prepared by a Real Estate Broker or Associate Broker, not a licensed appraiser.

Capstone shall not, by reason of the submission of this report, be required to give further consultation or testimony or to appear for deposition or in Court with reference to this report, the underlying assignment, or any of the property in question unless subsequent arrangements for same have been made. This report is submitted to and shall belong to the Village and the Village only. Please contact me if you have any questions regarding the content of this report.

Very truly yours,

CAPSTONE REAL ESTATE, LLC

[Signature]

David L. Ten Cate, JD, CCIM
TO: Village President Mark Powers & Council Members
FROM: Wally Delamater, Director, Spring Lake DPW
DEPT: Street Department
DATE: December 7, 2020
RE: Tree Maintenance Bid/Award

**Background:** Bid results for tree maintenance.

As part of the Village’s Tree program, annually tree are planted, pruned and removed. For the last three years the tree pruning and removal was completed in January, February and March to avoid the issues with oak wilt. The Village has relied on the expertise of the Davey Resource Group’s forester not only evaluate the condition of the trees but to also assist with bid preparation and contract administration. Onsite monitoring of the contractor’s performance and contract compliance is also conducted.

Invitation to bid was open to all qualified service professional that could comply with the specifications. Five bids were received. CHOP was low bidder. Chop is a large tree service company. They have been East Grand Rapids service provider for the last three years. The forester is familiar with the firm. The Forester’s recommendation is enclosed.

**Issues & Questions Specified:**

This is a routine maintenance program conducted annually. The only issue that may come up is stump grinding and restoration. In the past the contractor has asked to wait until spring to perform this portion of the contracted service.

**Alternatives:**

I am not aware of any alternatives unless the proposed work or process of selection are do not meet standards of the Council.

**Financial Impact:**

- Budgeted Funds:  
  - Central Park $3,000
  - Major Streets $8,000
  - Local Streets $8,000

**Recommendations:** That a recommendation to Village Council is to accept the bid from CHOP in the amount $11,390 and that that the Village Manager be granted signatory authority to enter into a service agreement with CHOP.

**Attachments:** CHOP Bid, Forester Recommendation
ATTACHMENT A. BID FORMS

Please fill out this form in its entirety. Only bids or quotes provided on these forms will be considered for award of this project. Up to three (3) additional pages detailing your firm, qualifications, staff, previous experience or other information may be attached.

Firm Information:

| Firm Name: | CHOP |
| Firm Contact: | Doug Herrera |
| Phone: | 665839821 |
| Email: | info@we-chop.com |
| Address: | 1505 Steele Ave SW |
| City: | Grand Rapids |
| State: | MI |
| Zip: | 49507 |
| Name of Certified Arborist: | Ben Euwema |
| Certification Number: | MI-4283A |

Quote or Bid

$ 55100  
Total price to prune all trees on attached list in accordance with the Village of Spring Lake specifications.

$ 5830  
Total price to remove all trees and grind associated stumps after removal is completed on attached list in accordance with the Village of Spring Lake specifications.
December 1, 2020

Wally Delameter
Village of Spring Lake
102 West Savidge
Spring Lake, Michigan 49456

RE: Fiscal Year 2021 - Tree Pruning and Removal Contract

Dear Mr. Delameter:

In October, Davey Resource Group, Inc. “DRG” performed a level 1 rapid tree risk assessment throughout all Village of Spring Lake streets, Lakeside Trail, and Central Park. The goal of the risk assessment was to identify significant tree risk concerns for Spring Lake’s winter pruning and removal contract. DRG identified 23 trees requiring pruning and 17 trees requiring removal (Attachment A).

Subsequently, DRG and the Village of Spring Lake advertised bids to perform the work identified. A pre-bid meeting was held with prospective firms on November 17th in Central Park, and bids were due on November 25th. Ultimately, the Village received bids from 5 separate firms ranging from $11,390.00 to $26,500 to complete the work as outlined (Attachment B).

Representatives from the Village of Spring Lake and DRG met to discuss and review bids on December 1, 2020. Based on the bids received, and a review of the material submitted, it is recommended to award the project to CHOP in an amount of $11,390.00.

If you need any additional information or clarification on the enclosed proposal, please feel free to contact me directly at 248-221-0439 or Lee.Mueller@davey.com.

I look forward to working with you,

[Signature]

Lee Mueller, CF
SAF Certified Forester
ISA Certified Arborist MI-4148A
Tree Risk Assessment Qualified
MI Registered Forester 46043
# Attachment A

## Tree Maintenance Lists

### Street Trees

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<th>Tree number</th>
<th>Longitude</th>
<th>Latitude</th>
<th>address side</th>
<th>species</th>
<th>scientif DBH</th>
<th>condition</th>
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<td>43.07732211</td>
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<td>White oak</td>
<td>Quercus</td>
<td>28</td>
<td>Fair</td>
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<td>430 E S Side</td>
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<td>38</td>
<td>Fair</td>
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<td>16</td>
<td>-86.18752288</td>
<td>43.07299313</td>
<td>313 Mi Front</td>
<td>Norway maple</td>
<td>Acer plen</td>
<td>20</td>
<td>Fair</td>
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<td>17</td>
<td>-86.18708914</td>
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<td>38</td>
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<tr>
<td>19</td>
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<td>Fair</td>
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<td>20</td>
<td>-86.1870623</td>
<td>43.07049967</td>
<td>523 Gr. Front</td>
<td>Norway maple</td>
<td>Acer plen</td>
<td>12</td>
<td>Fair</td>
</tr>
<tr>
<td>21</td>
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<td>117 S F Front</td>
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<tr>
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<td>46</td>
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<td>Pyrus c</td>
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<td>25</td>
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<td>209 Sh Front</td>
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<td>Picea a</td>
<td>6</td>
<td>Dead</td>
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<tr>
<td>26</td>
<td>-86.19470906</td>
<td>43.0778981</td>
<td>213 Sh Front</td>
<td>Boxelder</td>
<td>Acer negundo</td>
<td>16</td>
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<tr>
<td>27</td>
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<td>Boxelder</td>
<td>Acer negundo</td>
<td>18</td>
<td>Poor</td>
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<tr>
<td>28</td>
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<td>43.07517452</td>
<td>118 E E Side</td>
<td>Callery pear</td>
<td>Pyrus c</td>
<td>16</td>
<td>Poor</td>
</tr>
<tr>
<td>29</td>
<td>-86.19220201</td>
<td>43.07287723</td>
<td>313 So Front</td>
<td>Norway maple</td>
<td>Acer plen</td>
<td>16</td>
<td>Poor</td>
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<tr>
<td>30</td>
<td>-86.18719187</td>
<td>43.07049666</td>
<td>523 Gr. Front</td>
<td>Norway maple</td>
<td>Acer plen</td>
<td>16</td>
<td>Poor</td>
</tr>
</tbody>
</table>

### Trees Within Parks or Trail (Marked with White Paint)

<table>
<thead>
<tr>
<th>Tree number</th>
<th>Longitude</th>
<th>Latitude</th>
<th>address side</th>
<th>species</th>
<th>scientif DBH</th>
<th>condition</th>
<th>maint</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>-86.19150573</td>
<td>43.07821623</td>
<td>Lakeside N/A</td>
<td>Northern red oak</td>
<td>Quercus</td>
<td>20</td>
<td>Fair</td>
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<tr>
<td>27</td>
<td>-86.19163313</td>
<td>43.07802235</td>
<td>Lakeside N/A</td>
<td>Northern red oak</td>
<td>Quercus</td>
<td>24</td>
<td>Fair</td>
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<tr>
<td>27x</td>
<td>Lakeside N/A</td>
<td>43.07802235</td>
<td>Lakeside N/A</td>
<td>Northern red oak</td>
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<td>Fair</td>
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<tr>
<td>29</td>
<td>-86.18021485</td>
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<td>Central N/A</td>
<td>Northern red oak</td>
<td>Quercus</td>
<td>20</td>
<td>Fair</td>
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<td>30</td>
<td>-86.18011066</td>
<td>43.07923119</td>
<td>Lakeside N/A</td>
<td>Unknown tree</td>
<td>Unknow</td>
<td>4</td>
<td>Dead</td>
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<tr>
<td>31</td>
<td>-86.18204193</td>
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<td>Northern red oak</td>
<td>Quercus</td>
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<td>Dead</td>
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<tr>
<td>32</td>
<td>-86.18458005</td>
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<td>Unknown tree</td>
<td>Unkown</td>
<td>6</td>
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</tr>
<tr>
<td>33</td>
<td>-86.18571395</td>
<td>43.0782884</td>
<td>Lakeside N/A</td>
<td>Unknown tree</td>
<td>Unkown</td>
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<td>Dead</td>
</tr>
<tr>
<td>34</td>
<td>-86.19211711</td>
<td>43.07811467</td>
<td>Lakeside N/A</td>
<td>Blue spruce</td>
<td>Picea p</td>
<td>6</td>
<td>Dead</td>
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<tr>
<td>35</td>
<td>-86.19353176</td>
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<td>Siberian elm</td>
<td>Ulmus</td>
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<td>Dead</td>
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<td>37</td>
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<td>43.0779918</td>
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<td>Tree of heaven</td>
<td>Ailanthus</td>
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<tr>
<td>38</td>
<td>-86.18037416</td>
<td>43.07808109</td>
<td>Centra N/A</td>
<td>Northern red oak</td>
<td>Quercus</td>
<td>18</td>
<td>Poor</td>
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</tbody>
</table>
## Attachment B

### Bid Results

<table>
<thead>
<tr>
<th>Results</th>
<th>TreeWorks</th>
<th>West Michigan Tree Service</th>
<th>Chop (11-19)</th>
<th>Get-R-Cut</th>
<th>Summitt</th>
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<tbody>
<tr>
<td>Prune</td>
<td>$13,000.00</td>
<td>$7,300.00</td>
<td>$5,560.00</td>
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<td>$13,500.00</td>
<td>$6,700.00</td>
<td>$5,830.00</td>
<td>$12,500.00</td>
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<td>Account</td>
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<td>#1</td>
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<td>Planning/Zoning</td>
<td>Professional Services</td>
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<td>101-381.000-804.000</td>
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<td>Planning/Zoning</td>
<td>Legal Fees</td>
<td>7,500</td>
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<td></td>
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<td>General</td>
<td>Planning/Zoning</td>
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<td>Adjust current year Planning/Zoning Budget.</td>
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</tr>
<tr>
<td>#2</td>
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<td>General</td>
<td>Central Park</td>
<td>Repairs and Maintenance Supplies</td>
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<td>101-553.000-801.100</td>
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<td>Central Park</td>
<td>Tree Maintenance</td>
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<td>Mill Point Park</td>
<td>Full Time Wages</td>
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<td></td>
<td>101-555.000-703.000</td>
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<td>Mill Point Park</td>
<td>Part Time Wages</td>
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<td></td>
<td>101-692.000-708.000</td>
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<td>Parks Maintenance</td>
<td>Vision Reimbursement</td>
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<td>101-692.000-775.000</td>
<td>General</td>
<td>Parks Maintenance</td>
<td>Repairs and Maintenance Supplies</td>
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<tr>
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<td>Clerk/Treasurer</td>
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<td></td>
</tr>
<tr>
<td>Adjust current year Clerk/Treasurer Budget.</td>
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<tr>
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<td>Sandwich Board Signs</td>
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<td>DDA</td>
<td>Legal Fees</td>
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<tr>
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<td>DDA</td>
<td>Audit Services</td>
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<tr>
<td>Adjust current year DDA Budget.</td>
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</tbody>
</table>
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Marvin Hinga, Village Clerk/Treasurer
DATE: December 4, 2020
RE: MERS Plan Addendum

Background: MERS is requiring updated plan agreement addendums for the Village’s two active pension plans – Group 1 - Non-Police employees hired before September 1, 2011 and Group 10 - Non-Police employees hired after September 1, 2011.

Issues & Questions Specified: The addendums will clarify whose is eligible to be covered by the pension plans, what, if any probationary periods are in place, the hours worked each month to gain service credit and the wages/compensation to be included in calculating pension benefits.

Financial Impact:
None. Any changes on the MERS Addendum will not change the vesting period or benefit levels or retirees or current employees. Staff is not recommending any additional compensations to be included in calculating MERS pension benefits.

Recommendations:
• Review and approve the draft addendum for Village MERS Groups 1 and 10 based upon the Finance Committee recomendation.

Attachment: Current MERS Benefits Provision and proposed changes for MERS Groups 1 and 10.
MERS Benefit Provision System
Provisions In Effect As Of
12/3/2020

Employer -- Reporting Unit -- Division Plan
7015 Spring Lake, Vlg of (Active)
Group Life and Disability Voluntary: No
Short Term Disability: No
Long Term Disability: No
Life Insurance: No
Accidental Death / Disability: No

01 - RU01 Fiscal Month: July (Active)

7015 01 - 01 - Gnr1 Defined Benefit (Closed - Closed to New Hires DB 9/1/2011)
Date Joined: 7/1/2006

Provisions
Benefit B-3 (80% max) 7/1/2006
Benefit F55 (With 25 Years of Service) 7/1/2006
Benefit FAC-5 (5 Year Final Average Compensation) 7/1/2006
Covered by ACT 88 - Covered by Act 88 (Effective As Of 7/1/2006) 7/1/2006
6 Year Vesting 7/1/2006
Member Contribution Rate 6.75% 7/1/2012
Day of work defined as 155 Hours a Month for All employees. 7/1/2006
Service Credit Purchase Estimates - Yes 12/1/2016
Defined Benefit Normal Retirement Age - 60 1/1/1900

7015 02 - 02 - Police Defined Benefit (Closed - Dissolved 7/1/2014)
Date Joined: 7/1/2005

Provisions
2.75% Multiplier (80% max) (NonStandard) 7/1/2005
Benefit F50 (With 25 Years of Service) 7/1/2005
Benefit FAC-3 (3 Year Final Average Compensation) 7/1/2005
Covered by ACT 88 - Covered by Act 88 (Effective As Of 7/1/2005) 7/1/2005
10 Year Vesting 7/1/2005
Member Contribution Rate 11.85% 7/1/2014
Exclude Temporary Employees 7/1/2005
DB Exempt from Social Security - Yes 7/1/2005
Day of work defined as 155 Hours a Month for All employees. 7/1/2005
Service Credit Purchase Estimates - Yes 12/1/2016
Defined Benefit Normal Retirement Age - 60 1/1/1900
Accelerated to 5-year Amortization 12/31/2018

7015 10 - 10 - General New Hires after 9/1/11 Defined Benefit (Active)
Date Joined: 9/1/2011

Provisions
Benefit C-1 (New) (NoMax) 9/1/2011
Benefit FAC-5 (5 Year Final Average Compensation) 9/1/2011
Covered by ACT 88 - Covered by Act 88 (Effective As Of 7/1/2006) 7/1/2006
10 Year Vesting 9/1/2011
Member Contribution Rate 6.75% 7/1/2012
Day of work defined as 155 Hours a Month for All employees. 9/1/2011
Service Credit Purchase Estimates - Yes 12/1/2016
Defined Benefit Normal Retirement Age - 60 1/1/1900
IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) 155 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages are not reported for leaves of absence.
- Employers are not required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For contributory divisions, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

<table>
<thead>
<tr>
<th>Type of Leave</th>
<th>Service Credit Granted</th>
<th>Service Credit Excluded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short- and Long-Term Disability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unpaid Family Medical Leave Act (FMLA)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other:

For example, sick and accident, administrative, educational, sabbatical, etc.

<table>
<thead>
<tr>
<th>Other 2:</th>
<th></th>
<th></th>
</tr>
</thead>
</table>

Leaves of absence due to military service are governed by the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).
Defined Benefit Plan Adoption Agreement Addendum

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

<table>
<thead>
<tr>
<th>Employee Classification</th>
<th>Included</th>
<th>Excluded</th>
<th>Not Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Temporary Employees:</strong> Those who will work for the municipality fewer than ____ months in total.</td>
<td>○</td>
<td>○</td>
<td>✗</td>
</tr>
<tr>
<td><strong>Part-Time Employees:</strong> Those who regularly work fewer than __ LHS per WEEK</td>
<td>○</td>
<td>○</td>
<td>✗</td>
</tr>
<tr>
<td><strong>Seasonal Employees:</strong> Those who will work for the municipality from _________ to __________ only.</td>
<td>○</td>
<td>○</td>
<td>✗</td>
</tr>
<tr>
<td><strong>Voter-Elected Officials</strong></td>
<td>○</td>
<td>○</td>
<td>✗</td>
</tr>
<tr>
<td><strong>Appointed Officials:</strong> An official appointed to a voter-elected office,</td>
<td>○</td>
<td>○</td>
<td>✗</td>
</tr>
<tr>
<td><strong>Contract Employees</strong></td>
<td>○</td>
<td>○</td>
<td>✗</td>
</tr>
</tbody>
</table>

**Probationary Periods** (select one):

- Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.
  The probationary period will be ______ month(s).

Comments:

- Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

CURRENT
# Defined Benefit Plan Adoption Agreement Addendum

**Skip This Table** if you selected one of the standard definitions of compensation on page 4.

**Custom:** If you choose this option, you must select boxes in each section you would like to include in your definition of compensation. You will be responsible for additional reporting details to track custom definitions.

## Types of Compensation

<table>
<thead>
<tr>
<th>Regular Wages</th>
<th>On-call pay</th>
<th>Other:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary or hourly wage X hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Other Wages apply: YES ☑ | NO ☐ | |
| Shift differentials | Severance issued over time (weekly/bi-weekly) | Other: |
| Overtime | | |

## Lump Sum Payments apply: YES ☑ | NO ☐ | |
| PTO cash-out | Educational degrees | Other: |
| Longevity | Moving expenses | |
| Bonuses | Sick payouts | |
| Merit pay | Severance (if issued as lump sum) | |
| Job certifications | | |

## Taxable Payments apply: YES ☑ | NO ☐ | |
| Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | Car allowance | Other: |
| Prizes, gift cards | | |
| Personal use of a company car | | |

## Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☑ | NO ☐ | |
| Gun, tools, equipment, uniform | Mileage reimbursement | Other: |
| Phone | Travel through an accountable plan (i.e. tracking mileage for reimbursement) | |
| Fitness | | |

## Types of Deferrals

**Elective Deferrals of Employee Premiums/Contributions apply: YES ☑ | NO ☐ | |
| 457 employee and employer contributions | IRA contributions | Other: |
| 125 cafeteria plan, FSAs and HSAs | | |

## Types of Benefits

**Nontaxable Fringe Benefits of Employees apply: YES ☑ | NO ☐ | |
| Health plan, dental, vision benefits | Group term or whole life insurance < $50,000 | Other: |
| Workers compensation premiums | | |
| Short- or Long-term disability premiums | | |

**Mandatory Contributions apply: YES ☑ | NO ☐ | |
| Defined Benefit employee contributions | DC/ER contribution if dual DB & DC enrollment | |
| MERS Health Care Savings Program employee contributions | Other: |

| Taxable Fringe Benefits apply: YES ☑ | NO ☐ | |
| Clothing reimbursement | Group term life insurance > $50,000 | Other: |
| Stipends for health insurance opt out payments | | |

**Other Benefits / Lump Sum Payments apply: YES ☑ | NO ☐ | |
| Workers compensation settlement payments | Other: Transcript fees | Other: |

---

DB-000 (version 2020-09-10)
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Chris Burns, Village Manager

DATE: December 4, 2020

RE: 2021 Board & Committee Meeting Dates

---

**Background:** Each December, Council sets the Board & Committee Meeting dates for the next calendar year. Of note are the December meeting dates that have been adjusted to take into account the Christmas holiday.

**Issues & Questions Specified:** Should Council adjust the Planning Commission, ZBA and Council meetings to take into account the Christmas holiday?

**Alternatives:** N/A

**Financial Impact:** None.

**Recommendation:**

**Attachments:**

2021 Board & Committee Meeting Dates
<table>
<thead>
<tr>
<th>Village Council Work Session</th>
<th>Regular Meetings</th>
<th>Downtown Development Authority</th>
<th>Parks &amp; Recreation</th>
<th>Planning Commission</th>
<th>Zoning Board of Appeals*</th>
<th>Historic Commission</th>
<th>Harbor Transit</th>
<th>Sewer Authority</th>
<th>NOWS</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 p.m. Village Hall</td>
<td>7:00 p.m. Village Hall</td>
<td>7:30 a.m. Village Hall</td>
<td>7:00 p.m. Barber School</td>
<td>7:00 p.m. Barber School</td>
<td>7:00 p.m. Barber School</td>
<td>6:00 p.m. Village Hall</td>
<td>5:30 p.m. Varies</td>
<td>8:30 a.m. GHCH</td>
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<td>No Meeting</td>
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</tbody>
</table>

‡Special Village Council Goal Setting Meeting. 8:00 a.m. - Virtually
# DDA Strategic Planning Meeting 11:00 a.m. - Virtually
~Village Council Work Session/Council meeting & Planning meet one week early
*Parks & Rec. meets one day later
△December 7th Parks Board meeting Canceled due to a conflict in scheduling the Dec. 6th Council Work Session
*Meets on an "as needed" basis. Check website and Facebook for cancellations.
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Chris Burns, Village Manager

DATE: December 4, 2020

RE: Planning Contract with Grant Haven Contract

Background: On January 20, 2020, Council approved a contract with Grand Haven Township to provide planning services to the Village.

In 2019, planning services with the City of Grand Haven (GHC) cost the Village $16,500. Through 11/30/20, planning services with Grand Haven Township (GHT) cost the Village $10,759.23. The contract with GHC was a flat amount (regardless of hours worked) whereas GHT bills us based on the amount of time their staff spends working for the Village. The downside to the GHT contract is that there is a reduction in cost certainty; if projects increase in number so will the cost for services. However, at this time it is working to the Village’s benefit.

In 2020, the Village paid $56.50/hour for services performed by Stacey Fedewa and $33.79/hour for services performed by Cassandra Hoisington. They are proposing $56.89/hour and $36.77/hour respectively.

While the transition took place during early Covid and we had a couple of minor bumps to figure out (i.e. how to work remotely and still get plans/applications from applicant to staff), staff and planning commissioners are extremely satisfied with the services we are receiving from both Stacey and Cassie.

Issues & Questions Specified:

Should SLV continue the arrangement for planning services with GHT?

Alternatives:

Seek services elsewhere.

Financial Impact:

See above.

Recommendation: Approve the 2021 planning contract with Grand Haven Township.

Attachments: 2020 Planning Contract
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

By: ________________________
   Mark Powers

Its: President

GRAND HAVE TOWNSHIP
A Michigan Municipal Corporation

By: ________________________
   ________________________

Its: ________________________

By: ________________________
   ________________________

Marvin Hinga

Its: Clerk/Treasurer

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

**Function List and Accountability**  
for  
Grand Haven Township Planner  

*(In Order of Priority)*

<table>
<thead>
<tr>
<th>Function</th>
<th>GH Township</th>
<th>Village</th>
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</thead>
<tbody>
<tr>
<td>1. Planning Commission staffing and liaison as Planner</td>
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<tr>
<td>2. Planning Commission agenda</td>
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<td>√</td>
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<tr>
<td>3. Planning Commission minutes</td>
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<td>√</td>
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<tr>
<td>4. Site Plan Reviews</td>
<td></td>
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<tr>
<td>5. Planning Notices, Hearing Letters, Postings</td>
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<tr>
<td>6. Recommendations on Public Improvement Program</td>
<td>√</td>
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<tr>
<td>7. Drafting of future Zoning amendments (requested by Planning Commission or Village Council or Village Manager)</td>
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<tr>
<td>8. Holds Published Office Hours as Planner</td>
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<tr>
<td>9. Answers basic questions (Administrative Assistant and/or Village Manager – assumes follow-up emails to Planner as necessary)</td>
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<tr>
<td>10. Urgent and important planning questions (Village staff cannot answer during non-office hours)</td>
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<td>11. Staff meetings</td>
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<td>16.</td>
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</tbody>
</table>
Background: Dr. Jim Moore has served on the DDA since ________. This year, he did not reapply to continue his service. His contributions during his tenure were many and the downtown has undoubtedly benefited from his guidance over the years. The DDA will miss his presence and it is befitting that he should receive this award.

Issues & Questions Specified: Should Council present Dr. Moore with the YMTD award?

Alternatives: N/A

Financial Impact: None.

Recommendation: Present Dr. Moore with the award at the next Council Meeting (virtually).

Attachments:

None.
Background: Back in September, the Village submitted an Urban & Community Forestry Program Grant to the DNR in order to perform a tree inventory with the Tree Board’s blessing. The same grant was submitted in 2019 and was not funded. The DNR has funded the grant application for 2021.

Issues & Questions Specified: Should Council execute the contract for the grant?

Alternatives: Reject the grant.

Financial Impact: The Village will receive $8,500 towards the completion of a tree inventory.

Recommendation: Execute the contract, naming Marv Hinga, Clerk/Treasurer as the signatory for the grant.

Attachments: Grant Award Letter
November 19, 2020

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

Dear Ms. Burns,

Thank you for your interest in the Michigan Department of Natural Resources (DNR), Community Forestry Grant program. This program is administered by the DNR’s Urban and Community Forestry Program, with funding from the USDA Forest Service, State and Private Forestry (CFDA #10.664).

The committee has completed reviews of this year’s grant applications and I am pleased to inform you that your proposal was among those recommended for funding. Congratulations! We have approved funding in the amount of $8500.00 towards completion of your project. If, for any reason, you are not able to use these grant funds, please notify me as soon as possible so that I may reissue them to another project.

Enclosed, please find and review the grant award documents. Together, these constitute the legal documents outlining the federal award requirements and committing funds to your grant. Please verify the Federal Identification Number (FEIN) and address listed on the agreement. This is the number and address that all payments will be made under.

*Public Act 533 of 2004 requires that all non-municipal vendors and payees now enroll for state payments by electronic funds transfer (EFT) at the Vendor Self Service website https://www.michigan.gov/VSSLogin. For assistance please contact the Vendor Support Call Center (888) 734-9749 or email SIGMA-Vendor@Michigan.gov*

If the Grant Agreement is satisfactory, please sign and return both copies of the signature page only. I will sign and return one copy to you for your files. You may begin using the grant immediately. The effective period of this grant is designated as beginning on the date signed by the DNR grant representative and ending on 9/1/2021.

Enclosed in this packet are the following:
- **Grant Agreement**, Review and sign both copies of the signature page and return
- **Drug-Free Workplace Form**, Complete, sign, date and return
- **Volunteer Time Record**, To be returned (as needed) upon completion of your project to document match
- **Grant Financial Report Form**, To be returned with supporting documentation upon project completion

Please return the two copies of the signature page of the grant agreement. Once received, I will countersign and return a copy to you and finalize the establishment of a purchase order for your project. If you have any questions, please feel free to contact me.

Sincerely,

Kevin Sayers, Manager  
DNR, Urban Forestry Program  
(517) 562-3209  sayersk@michigan.gov
This Agreement is between Village of Spring Lake, a local unit of government in the county of Ottawa, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." Funds are appropriated from 20-DG-11094200-070, a Federal Grant from the United States Forest Service, USDA to the DEPARTMENT to issue grants for projects in the state under the Cooperative Forestry Assistance Act of 1978 for the Urban and Community Forestry Program and approved by the Michigan Legislature.

A copy of this Federal award is included as APPENDIX B.

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project #: FRD-CFG 21-16

Max.

Amount of grant: $8,500.00 50% of Project

Min.

Amount of match: $14,750.00 50% of Project

Project Total: $23,250.00

Start Date: 11/1/2020

End Date: 09/01/2021

As a precondition to the execution of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT within 30 days of the date the Agreement is issued, or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By: ________________________________

Title: ________________________________

Date: ________________________________

WITNESSED

By: ________________________________

DUNS Number (https://fedgov.dnb.com/webform/)

*Vendor Self Service: https://www.michigan.gov/VSSLogin. For assistance please contact the VSS Call Center (888) 734-9749 or email SIGMA-Vendor@Michigan.gov

*MIGA Vendor Number  *SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: Susan Tangora, Mgr., Forest Health Coop Programs

WITNESSED

By: Kevin Sayers, Urban/Community Forest Coordinator

Date of Execution by DEPARTMENT
This Agreement is between Village of Spring Lake, a local unit of government in the county of Ottawa, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." Funds are appropriated from 20-DG-11094200-070, a Federal Grant from the United States Forest Service, USDA to the DEPARTMENT to issue grants for projects in the state under the Cooperative Forestry Assistance Act of 1978 for the Urban and Community Forestry Program and approved by the Michigan Legislature.

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<table>
<thead>
<tr>
<th>Max. 50% of Project</th>
<th>Start Date: 11/1/2020</th>
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<tbody>
<tr>
<td>Amount of grant: $8,500.00</td>
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<tr>
<td>Min. 50% of Project</td>
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**GRANTEE**

**SIGNED**

By: ____________________________
Title: ____________________________
Date: ____________________________

**WITNESSED**

By: ____________________________

DUNS Number ([https://fedgov.dnb.com/webform/](https://fedgov.dnb.com/webform/))

*Vendor Self Service: [https://www.michigan.gov/VSSLogin](https://www.michigan.gov/VSSLogin).
For assistance please contact the VSS Call Center (888) 734-9749 or email SIGMA-Vendor@Michigan.gov

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

**SIGNED**

By: Susan Tangora, Mgr., Forest Health Coop Programs

**WITNESSED**

By: Kevin Sayers, Urban/Community Forest Coordinator

Date of Execution by DEPARTMENT
I. CONTACT INFORMATION

This Agreement shall be administered on behalf of the DEPARTMENT by the Forest Resources Division. All reports, documents, or actions required of the GRANTEE shall be submitted to the contact below.

GRANTEE CONTACT

Christine Burns
Name/Title
Village of Spring Lake
Organization
102 W. Savidge
Address
Spring Lake, MI 49456
Address
(616) 842.1393
Telephone Number
christine@springlakevillage.org
E-mail Address

DEPARTMENT CONTACT

Kevin Sayers, Manager, Urban/Community Forestry Program
Name/Title
Department of Natural Resources- Forest Resources Division
Organization
525 W. Allegan Street, Lansing, MI 48933
Address
P.O. Box 30425 Lansing, MI 48909-7952
Address
(517) 582-3209
Telephone Number
sayersk@michigan.gov
E-mail Address

All notices, reports, requests or other communications hereunder shall be sufficiently given when mailed or emailed and addressed as indicated in this section. The DEPARTMENT and GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

II. PROJECT SCOPE

The Community Forestry application # FRD-CFG 21-16 (APPENDIX A) is, by this reference, made part of this Agreement. This Agreement, together with the APPENDIXES, constitutes the entire Agreement between the parties.

Costs must be allowable, allocable, reasonable and consistent with the budget identified for completing the project as described in APPENDIX A, including modifications to APPENDIX A, which must be requested and approved in writing. Only the agreed-upon project costs (including GRANTEE match) incurred during the project period are eligible for grant payment, unless otherwise approved in writing by the DEPARTMENT.

III. PROJECT PERIOD

The project period is from the date of execution by the DEPARTMENT through the end date identified on page 1 of this Agreement. The GRANTEE is expected to complete the project within the project period. Requests by the GRANTEE to extend the project period must be made in writing a minimum of 30 days before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may be made only by an amendment to this Agreement.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The GRANTEE must complete and submit a final narrative summary in accordance with the template and instructions provided by the DEPARTMENT. This includes, but is not limited to, a narrative report and a deliverables workbook tracking progress on the project proposed in Appendix A of this Agreement. The final narrative summary is due at the same time as the final reimbursement request, no later than September 15, 2021.

V. CHANGES

Any changes to this Agreement requested by GRANTEE must be made in writing to the DEPARTMENT and are subject to DEPARTMENT approval in its sole discretion. Changes requiring an amendment to this Agreement, will be executed by the DEPARTMENT and the GRANTEE in the same manner as this Agreement.

VI. GRANTEE RESPONSIBILITIES

The GRANTEE agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

The GRANTEE of this award is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.
Electronic copies of the CFR's can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact the Grant and Agreements Office at (640) 567-4106.

The GRANTEE agrees to obtain all necessary permits before commencement of the project. This Agreement shall not be construed to obligate the DEPARTMENT or any other agency to issue any permit required for the completion of the project. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits. The GRANTEE will retain a copy of all permits in the file and make them available to the DEPARTMENT upon request.

The GRANTEE affirms to have control of the project area through fee-simple title, lease or other recorded interest in the project area or written permission from the owner of the project area to complete project activities.

This Agreement shall not be construed to require the DEPARTMENT to operate or maintain or to contribute to the operation or maintenance of the project improvements and associated project activities that are the subject of this Agreement for the course of the expected useful life.

The GRANTEE is solely responsible for the operation and maintenance of the project activities that are the subject of this Agreement and the actions of any employee or agent of the GRANTEE acting within the scope of their employment or agency.

The GRANTEE shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

VII. PURCHASING AND CONTRACTING

The GRANTEE agrees to adhere to all contracting and procurement requirements as outlined in the OMB guidance listed in Part III of this agreement, for the year the grant award was issued or the most recent OMB guidance.

The DEPARTMENT reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The GRANTEE is solely responsible for all contractual activities performed under this Agreement. Further, the DEPARTMENT will consider the GRANTEE to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the GRANTEE in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

VIII. USE OF MATERIAL

Unless otherwise specified in this Agreement, the GRANTEE may release information or material developed under this Agreement, provided it includes specific recognition of assistance received from the DEPARTMENT.

The DEPARTMENT retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the GRANTEE or another person.

IX. ASSIGNABILITY

This Agreement and grant may not be transferred or assigned to any other agency, group, or individual without prior written approval by the DEPARTMENT.

X. NON-DISCRIMINATION

The GRANTEE shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The GRANTEE agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

No individual shall be denied access to grant-funded facilities or activities on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.

XI. LIABILITY

The GRANTEE hereby represents that it will defend any suit brought against either party that involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands controlled by the GRANTEE connected with or affected by the project.
The GRANTEE is responsible for all claims, demands, judgments, and expenses, including attorney fees, from any and all loss, damage, or injury to person or property, or death arising under or in any manner related to the Agreement, the activities authorized by the Agreement or the use and occupancy of the premises, project area or facilities.

XII. CONFLICT OF INTEREST
No government employee, or member of the legislative, judicial, or executive branches, or member of the GRANTEE’s Board of Directors, its employees, partner agencies, or their families shall have a direct or indirect interest in any part of this Agreement that creates a substantial conflict of interest.

XIII. ANTI-LOBBYING
The GRANTEE shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan’s lobbying statute, MCL 4.415(2). “‘Lobbying’ means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.”

XIV. DEBARMENT AND SUSPENSION
By signing this Agreement, the GRANTEE certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

XV. IRAN SANCTIONS ACT
By signing this Agreement, the GRANTEE is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XVI. AUDIT AND ACCESS TO RECORDS
The DEPARTMENT reserves the right to conduct a programmatic and financial audit of the project and may withhold payment until the audit is satisfactorily completed. The GRANTEE will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The GRANTEE will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the GRANTEE by the DEPARTMENT.

XVII. INSURANCE
The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE’S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker’s compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

XVIII. OTHER SOURCES OF FUNDING
The GRANTEE agrees to notify the DEPARTMENT immediately if funding for the same or a substantially similar project is received and to cease all activity under this Agreement until the difference in scope between projects is identified and agreed upon by all parties.
The GRANTEE guarantees that any claims for reimbursement made to the DEPARTMENT under this Agreement must not be financed by any source other than the DEPARTMENT under the terms of this Agreement. If funding is received through any other source, the GRANTEE agrees to delete from GRANTEE's billings, or to immediately refund to the DEPARTMENT, the total amount representing such duplication of funding.

**XIX. REIMBURSEMENT**

The DEPARTMENT will make payment to the GRANTEE as follows:

1. The DEPARTMENT will pay the GRANTEE a total amount not to exceed the amount on page 1 of this Agreement, in accordance with APPENDIX A. Any cost overruns incurred to complete the project activities called for by this Agreement shall be the sole responsibility of the GRANTEE.

2. To be eligible for payment, the GRANTEE must submit a complete payment request to the DEPARTMENT on form(s) provided by the DEPARTMENT and have satisfied all progress reporting requirements due prior to the date of the payment request.

3. The GRANTEE is required to submit documentation of all costs incurred, including the value of match and donations made to the project. Documentation of expenditures and value of match and donations must meet written DEPARTMENT requirements as specified in the OMB guidance for the year the grant was issued or the most recent version of the OMB guidance. The DEPARTMENT reserves the right to request additional information necessary to substantiate payment.

4. The GRANTEE is responsible for providing documentation of all matching funds committed to the project. If the GRANTEE fails to meet the match obligation the DEPARTMENT may withhold or require repayment of grant funds.

5. The GRANTEE must be a registered vendor with the State of Michigan SIGMA Vendor Self Service (VSS) system to receive payments. The registration website is: https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService. All grant funds will be paid by Electronic Funds Transfer (EFT).

6. GRANTEE is required to have a DUNS number. Per 2 CFR 200.210 which refers to 2 CFR 25.315, appendix A, Paragraph C.2, a unique entity identifier is required for SAM registration. Currently in SAM, this is the DUNS number. GRANTEE may contact the DEPARTMENT if help is needed to set this up.

7. Due to the State's year-end closing procedures, final reimbursement requests must be submitted to the DEPARTMENT no later than September 15, 2020 to allow the State to complete its accounting for that fiscal year. Any requests for reimbursement submitted after the deadline will be denied by the DEPARTMENT.

**XX. CLOSEOUT**

A determination of project completion, which may include a site inspection and an audit, shall be made by the DEPARTMENT after the GRANTEE has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in APPENDIX A.

Upon issuance of final payment from the DEPARTMENT, the GRANTEE releases the DEPARTMENT of all claims against the DEPARTMENT arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the DEPARTMENT's claims against the GRANTEE. All records must be maintained for a minimum of seven years after the final payment has been issued to the GRANTEE by the DEPARTMENT.

The GRANTEE shall immediately refund to the DEPARTMENT any payments in excess of the costs allowed by this Agreement.

**XXI. CANCELLATION**

This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactorily and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
XXII. TERMINATION

This Agreement may be terminated by the DEPARTMENT as follows:

1. Upon 30 days written notice to the GRANTEE:
   a. If the GRANTEE fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation, or the rules promulgated thereunder, or other applicable law or rules.
   b. If the GRANTEE knowingly and willingly presents false information to the DEPARTMENT for the purpose of obtaining this Agreement or any payment under this Agreement.
   c. If the DEPARTMENT finds that the GRANTEE, or any of the GRANTEE's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
   d. If the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
   e. During the 30-day written notice period, the DEPARTMENT shall withhold payment for any findings under subparagraphs a through d, above and the GRANTEE will immediately cease charging to the grant and stop earning match for the project.

2. Immediately and without further liability to the DEPARTMENT if the GRANTEE, or any agent of the GRANTEE, or any agent of any subcontract is:
   a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
   b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
   c. Convicted under state or federal antitrust statutes;
   d. Convicted of any other criminal offense that, in the sole discretion of the DEPARTMENT, reflects on the GRANTEE’s business integrity; or
   e. Added to the federal or state Suspension and Debarment list.

If a grant is terminated, the DEPARTMENT reserves the right to require the GRANTEE to repay all or a portion of funds received under this Agreement.

Failure of the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

a. Terminate this Agreement; and/or
b. Withhold and/or cancel future payments to the GRANTEE under this Agreement or any other grant projects administered by DEPARTMENT until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
c. Withhold action on all pending and future grant applications submitted by the GRANTEE and/or
d. Require repayment of grant funds paid to GRANTEE; and/or
f. Require specific performance of the Agreement.

XXIII. RELATIONSHIP

The GRANTEE is considered a sub-recipient in this grant agreement. The GRANTEE is to use the Federal funds to carry out the program purpose of this Federal award. During the term of this grant the GRANTEE must adhere to all applicable Federal program requirements that are listed in the award, that is included in APPENDIX 2.
Grant Deliverables to be completed:

- Street tree inventory data, management recommendations, inventory software, per project proposal specifications.

<table>
<thead>
<tr>
<th>BUDGET CATEGORIES</th>
<th>GRANT FUNDS AWARDED</th>
<th>LOCAL MATCH*</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL/FRINGES</td>
<td></td>
<td>$2,500.00</td>
</tr>
<tr>
<td>OVERHEAD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VOLUNTEER</td>
<td></td>
<td></td>
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<tr>
<td>TRAVEL</td>
<td></td>
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<tr>
<td>EQUIPMENT</td>
<td></td>
<td></td>
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<tr>
<td>SUPPLIES</td>
<td></td>
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<tr>
<td>OTHER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTRACTUAL</td>
<td>$8,500.00</td>
<td>$12,250.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$8,500.00</td>
<td>$14,750.00</td>
</tr>
</tbody>
</table>

SPECIAL CONDITIONS OF GRANT:

*Ultimate match source(s) and amounts may differ from above but must be equal to or greater than the eligible and reimbursable expenses.

Grant funds to be used towards reimbursement of eligible expenses associated with the community tree inventory project. All reimbursable and cash match expenses must be documented by copies of paid invoices, receipts and/or salary stubs or general ledger accounting statements. All in-kind match must be described, calculated and documented on signed/dated letterhead or official accounting statements.
UNITED STATES DEPARTMENT OF AGRICULTURE
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21581-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(Before completing Certification, read instructions on page 2)

Alternative I

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

   (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   (b) Establishing an ongoing drug-free awareness program to inform employees about:

      (1) The dangers of drug abuse in the workplace;

      (2) The grantee's policy of maintaining a drug-free workplace;

      (3) Any available drug counseling, rehabilitation, and employee assistance programs, and

      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

   (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

      (1) Abide by the terms of the statement, and

      (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

   (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —

      (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

      (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

   (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)


☐ Check if there are workplaces on file that are not identified here:

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature Date

Form AD-1049 (REV 5/90)
## COMMUNITY FORESTRY GRANT PROGRAM
### GRANTEE'S FINANCIAL REPORT

This information is required under authority of Part 5 of Act 451, P.A. 1994, as amended, and the U.S. Cooperative Forestry Assistance Act of 1978, CFDA 10.664, to verify information on the Community Forestry Grant Program.

<table>
<thead>
<tr>
<th>GRANT FUNDs (Dollars)</th>
<th>GRANTEE MATCH (Dollars)</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Cash¹ only</td>
<td>Cash¹</td>
<td>In-Kind²</td>
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<tr>
<td>Personnel/Frines</td>
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<td>Overhead</td>
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<td>Volunteer</td>
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<td>Trees</td>
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<td>Travel</td>
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<td>Equipment</td>
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<td>Supplies</td>
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<td>Contractual Services</td>
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<tr>
<td>Other</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
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</tbody>
</table>

¹ Cash contributions: Cash payments made to complete the project (e.g., purchase of supplies, trees, labor, equipment etc.). Must be documented with copies of paid salary stubs, receipts or invoices.

² In-kind services: Value of non-cash contribution provided to complete the project (e.g., volunteers, in-house labor/equipment/supplies or donations). Must be documented by minimum of signed/dated letterhead explaining how expense/value was calculated.

I certify that the above information is true and correct.

**Grantee Representative Name (please print)**

**Signature**

**Date**

---

**FOR GRANT REIMBURSEMENT, THE FOLLOWING DOCUMENTS MUST BE SUBMITTED:**

- Project summary report (1pg max). Report should include project goals, methodology, accomplishments and impact on the community and natural resources (social, environmental, economic) and other observations.
- Signed Community Forestry Grant Program Tree Maintenance Agreement/Tree Inventory (PR 4107-4) (if applicable)
- Signed Community Forestry Grant Program Grantee's Financial Report - (PR 4107-5)
- Volunteer Time Record (if applicable) - (PR 4010)
- USDA Certification Regarding Drug-Free Workplace Requirements - (AD-1049)
- Copies of invoices, vouchers, receipts etc. that document reimbursable and match expenditures for this project
- Copies of pamphlets, reports, photos or other information developed or generated under the grant (if applicable)

---

Return completed report to:

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
URBAN AND COMMUNITY FORESTRY PROGRAM
PO BOX 30452
LANSING MI 48909-7952

PR4107-5 (Rev. 11/28/2017)
Michigan Department of Natural Resources– Forest Resources Division

Community Forestry Grant Program
Volunteer Time Record

This information is required under authority of Part 5, 1994 PA 1994, as amended.

<table>
<thead>
<tr>
<th>NAME (print and initial)</th>
<th>ACTIVITY DESCRIPTION</th>
<th>DATE PERFORMED</th>
<th>HOURS</th>
<th>$ VALUE PER HOUR *</th>
<th>TOTAL VALUE</th>
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* VOLUNTEER VALUE RATES: $22 (adults 16 & older); $12 (Youth under 16). For professional services/time, use current professional rates and provide documentation of value.

I certify as the Grantee Representative that the information provided above is true and accurate to the best of my knowledge.

Grantee Representative Name - Please Print
Title - Please Print

Grantee Representative’s Signature
Date

Return/mail completed record to: FOREST RESOURCES DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30452
LANSING MI 48909-7952

DNR USE ONLY

☐ APPROVE  ☐ DISAPPROVE

Name Please Print
Title

Signature
Date

PR4010 (Rev. 7/14/2014)
Ms. Meyer,

The DPW crew is attempting to pick up and stretch out piles in a more linear fashion to make our leaf vacuum operation safer and quicker. The leaf vac has been running 12 hours a day, 6 days a week. As we keep working through town, the vacuum will be back by your property to finish removing the leaves which were left after the quick scoop.

I will also forward your concern to our street superintendent.

Thanks for your comments,

Wally Delamater
Director, Spring Lake Public Works
This e-mail was sent from a contact form on Village of Spring Lake (http://www.springlakevillage.org)
The meeting this evening had to be informal because Mark, Bill, and Liz could not attend. Dan reported that he had sent the monument information request letter to the Village and Township and was told that the Managers would have to approve it for publication. It was printed in The Tribune on November 10, and has had no response. The Tri-Cities Historical Museum might print it, and will look in their archive for pictures.

Sherron and Dan have determined that the deadlock at Barber School no longer opens with the key from the Heritage Festival.

Because the usual date for a December 2020 meeting would be Dec. 22, we suggest that the next meeting be January 18, 2021, probably by Zoom.

Sherron

"Freedom is actually a bigger game than power. Power is about what you can control. Freedom is about what you can unleash."

- Harriet Rubin -
Good morning Kathryn,

At last night’s meeting, you mention a conversation with Marv regarding your water/sewer bill and that you were disappointed that we were already charging for a USDA grant (it’s actually a loan) that we haven’t not yet received. I wanted to offer a brief explanation regarding the timing of the charges. In order to apply for a USDA loan, there are many hoops to jump through (understandably, as it’s a federal program). We have been incurring costs (attorney and engineering) towards the application for months now, in order to meet the USDA’s application criteria. The loan rates are extremely attractive, but there are a few more costs than there would be for traditional bonding. For example, we are required to have a PER (Preliminary Engineering Report), project narrative and unit pricing, we have to secure easements and there are documents to be reviewed by our legal team (conflict of interest, engineering agreements and other legal documents). I think you may have been present when our auditor gave his presentation in October whereas our sewer fund had a balance of $1,241 (YIKES) which is attributable to HUGE sewer bills we have been receiving from the sewer authority to treat more waste water than we are charging for.

I hope that explanation helps. If not, just let me know and I’m happy to delve in further.

Fondly,

Chris

Christine Burns

VILLAGE MANAGER, VILLAGE OF SPRING LAKE
102 W. Savidge St., Spring Lake, MI 49456
p 616.842.1393  f 616.847.1393
christine@springlakevillage.org
Lee,

Thank you for letting us know you are enjoying the lights. As far as I know, all have been installed. Lilley Cares does plan to continue fund raising in 2021 to expand the number of businesses they decorate next year, as well as providing family-friendly events.

Fondly,

Chris

Christine Burns

VILLAGE MANAGER, VILLAGE OF SPRING LAKE
102 W. Savidge St., Spring Lake, MI 49456
p 616.842.1393 f 616.847.1393
christine@springlakevillage.org

From: lee.burlison@gmail.com <lee.burlison@gmail.com>
Sent: Monday, November 30, 2020 8:02 AM
To: Christine Burns <christine@springlakevillage.org>
Subject: Lights

Good Morning Chris,
Just a short note to say thank you for the lights downtown. They look fab and it was interesting to see how many families were walking the streets both Saturday and Sunday night enjoying the lights. Someone told me they are installing more. Is this correct and which direction?
Thanks
Lee Burlison
Jeanne,

Thank you for that compliment. The folks at Lilley Cares and their team of volunteer elves have outdone themselves and we couldn’t be more proud of them! It'll just getter better every year, I’m sure 😊

Chris

Christine Burns
VILLAGE MANAGER, VILLAGE OF SPRING LAKE
102 W. Savidge St., Spring Lake, MI 49456
P 616.842.1393  F 616.847.1393
christine@springlakevillage.org

From: Fett, Jeanne <jfett@scholtenfant.com>
Sent: Monday, November 30, 2020 12:26 PM
To: Christine Burns <christine@springlakevillage.org>
Subject: Savidge Street Holiday Lights

Outstanding job on the holiday lights. Beautiful! Looking forward to see how they expand over the years. As word spreads there will be a traffic jam in the Spring Lake exit lane on Beacon Boulevard.

SCHOLTEN FANT
Jeanne Fett, Assistant-Real Estate
P. O. Box 454
Grand Haven MI 49417-0454
(616) 842-3030

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Hi Al,

So glad you are enjoying the lights. The effort was led by the team at Lilley Cares (Lilley Mansion) and supported by the Village. Many volunteers put in a lot of hours to make it happen and we couldn’t be happier with the outcome!

Lilley Cares intends to continue their Sparkle fund raising efforts in 2021 to expand the number of businesses and family friendly events next year. It will just continue to grow!

Fondly,

Chris

Christine Burns

From: Christine Burns
Sent: Monday, November 30, 2020 9:12 AM
To: Alfred Kochanowski
Subject: RE: Spring Lake Lights

From: Alfred Kochanowski <alkjunior2@gmail.com>
Sent: Sunday, November 29, 2020 8:06 PM
To: Christine Burns <christine@springlakevillage.org>
Subject: Spring Lake Lights

Chris, we drove through the village downtown and were impressed with the beauty of the holiday lights. Not sure who to thank, but truly a wonderful tradition we hope will continue and perhaps even grow.

Al and Karen
Pursuant to SB 1008, the Village of Spring Lake is conducting its business virtually to mitigate the spread of COVID-19.

President Powers called the meeting to order at 7:01 p.m.

1. Crockery Township Sewer Connection (Pat Staskiewicz) – Pat Staskiewicz shared a presentation regarding Crockery Townships Wastewater Service Proposal. Crockery Township (Crockery) currently owns and operates a wastewater treatment plant to serve two subdivisions in the Township. Crockery is considering improvements to the treatment plant and is concerned about the costs to rate payers. Prior to constructing the plant, service from the Grand Haven – Spring Lake Sewer Authority (GH-SL SA) was considered. Unfortunately, that effort was not successful. The Ottawa County Road Commission, Public Utilities Department (OCRC), on behalf of Crockery, asked if the members of the GH-SL SA would reconsider service to Crockery. The members were receptive to the idea but were not able to commit until a proposal could be developed. Therefore, the purpose of this proposal is to identify a plan for sewer service to Crockery, identify the preliminary costs to provide that service, and provide an outline for the contractual arrangements that will be needed for each phase of the project.

Burns explained that in return for this connection, the Village would get a re-evaluation of Lift Station 19 to certify those flows were being calculated correctly and Crockery would pay their share of improvements of sewer infrastructure that carried their waste. Mr. Staskiewicz said that another advantage would be identifying those municipalities using the sewer system and allocating accordingly and that any unwritten issues will be rectified in the written agreement. President Powers said consolidating and cooperating on sanitation and water issues made a great deal of sense to him and, inevitably, there would be conflict so some sort of mechanism, such as arbitration, for addressing disagreements among the various municipalities was needed. Mr. Staskiewicz said President Powers point was very well taken, and if Council was agreeable to contract negotiations, Crockery Township would start the process. Burns said that a lot of this had been vetted through the Sewer Authority, but the Village would continue to make sure their questions were answered, and concerns met. Mr. Staskiewicz said that he still needed to meet with Delamater and Village engineers to bring them up to speed. Duer felt it was only a matter of time before the system at Hathaway Lake failed because it was not meant to last forever,
so this direction seemed the simplest and most cost-effective way to step up and help out and if it helped the Village in the process. TePastte said that as a member of the Sewer Authority, this had been vetted pretty well through a lot of the members and he was in favor of this as the right thing to do. Van Strate said that Council had been against urban sprawl in the past but if this proposal was limited it would be the right thing to do. Mr. Staskiewicz said this proposal would only serve Hathaway Lakes and Cobblestone. Miller, Petrus and Hanks said they were also in support of the proposal. Mr. Staskiewicz thanked Council for their consideration.

2. Parking Study (David Garza) – The availability of parking in the Central Business District of the Village has long been a topic of discussion and contention. Both business owners and Village residents have held that there is not enough parking available to satisfy the needs of customers. The Village counters that parking is plentiful but underutilized.

Burns introduced David Garza with Walker Consultants, hired by the DDA to perform a parking study of the downtown. Mr. Garza shared a presentation, summarizing his Parking Study, explaining that they received approximately 138 responses to the online survey and about a half dozen stake holders participated in the video conference calls. Mr. Garza said they counted spaces as well as look at current and future needs and the consensus was that there was enough parking but enhancing the existing policies and practices would improve the system. Mr. Garza said that they estimated there were 1200 spaces with 6 out of 10 of those spaces being private property, although some of those private spaces offered some public access, so 36% of these spaces were publicly owned parking. Mr. Garza said they were out 2 different times, getting morning, afternoon and evening counts, and at peak hours there were still 270 public spaces available. Mr. Garza said they suggest parking management to better utilize the parking that was available by encouraging employees to park in more remote lots, implement shared parking by partnering with private property owners such as churches, create flex parking which would be timed parking for drop off/pickup spots at peak times of the day and rename public parking lots for example Stan’s and Dollar General lots which made those sound private to visitors. Mr. Garza also suggested creating a Parking Advisory Committee to coordinate implementations and provide a sounding board and input platform for businesses and tenants. Hanks said that after living and working in downtown Spring Lake, this was exactly what she had expected to hear. Duer and Petrus agreed with the summary and appreciated the great ideas. Van Strate felt that the Dollar General and Stan’s lots were the most important, but if employee’s parked further out, that should be helpful. TePastte said there were a lot of good ideas given and the Parking Advisory Committee was one of the better ones to maintain focus and follow-up for implementing the other suggestions. Stanford-Butler said the parking study was very well-rounded and just
what was needed and helped identify responsibilities between the Village and businesses.

3. **Work Force Housing Opportunities (Ryan Kilpatrick)** – Over the course of the past 24 months, there have been numerous conversations with Housing Next Executive Director Ryan Kilpatrick regarding the need for work force housing within the Village. The Village did not receive any proposals for 104 S. Buchanan when the RFP’s were due on April 30, 2020 during the onset of Covid-19 (for obvious reasons). It was determined, at that time, to wait until a downtown parking study was completed before reissuing the RFP. The study is complete (and presented earlier in the work session).

**Burns** explained that back in April 2020, RFP’s were due for the vacant lot of the former Township Hall and, when non were received, she spoke to Ryan Kilpatrick and suggested they hold off to see how things play out. **Burns** said recently Mr. **Kilpatrick** had reached out and asked to revisit the use of this site for work force housing. Mr. **Kilpatrick** explained that there was a shortage of work force housing, housing that was available on a “for rent” basis for individuals in households earning in the $30,000 to $50,000 range who were not quite able to afford to buy a home at this time, but earn too much to qualify for more traditional subsidized housing. Mr. **Kilpatrick** asked Council for the opportunity to work with Manager Burns and Zoning Administrator Hill on some potential work force housing development opportunities for the vacant lot. **Petrus** asked Mr. Kilpatrick his opinion on why they had not received any responses earlier in the year and what was different now. Mr. **Kilpatrick** said the challenge was timing and a site like this in the Village of Spring Lake made a lot of sense for higher end market rate housing, making it more difficult to bring in work force housing unless the Village was all in and willing to support that product type because it could consume anywhere from $50,000 to $100,000 in just predevelopment frontend costs that would be lost to the developer if they had to walk away because it wasn’t supported. **Duer** said that they needed to look at the highest and best use of that property and knew there was a need for work force housing but was concerned about that location. **TePaste** said that he shared Duer’s concerns and also knew there was a need for but was not sure that a key location in the Village was the place for it. **Van Strate** and **Miller** agreed that this was not the best use or location for that kind of project. President **Powers** said it sounded like he was hearing ambivalences from Council and that Mr. Kilpatrick was probably looking for more than that. Mr. **Kilpatrick** said he appreciated Council’s honesty up front before spending money unnecessarily and thanked them for their time.

4. **License Agreement – Barrett Boat Works** – Barrett Boat Works (BBW) would like to install solar panels on the south elevation of their new storage facility located at 813 W. Savidge. These solar panels would hang over the Village’s right-of-way. Staff concerns relate to liability. If Council wishes to allow the installation of the solar panels, a license agreement is recommended.
Burns explained that BBW would like to install solar panels on the south side of their new boat storage building which would project into the air space over the Village right-of-way causing serious concerns over liability so the Village attorney recommended an agreement be established prior to instillation. Chuck Harloff, BBW, said they had been working with Energy Conservation Source for installation of 3 solar awnings on the front of the building above the windows. Mr. Harloff said these solar awnings would be covered by their liability insurance and if the Village was concerned, they could be added to BBW’s policy as additionally insured. Burns recommended a draft agreement be drawn up, however, she did not feel the Village taxpayers should pay those attorney fees, suggesting that either BBW’s pay the Village attorney fees or they have their attorney draft the agreement and the Village attorney review it. Burns also explained that Energy Conservation Source expressed that they did not want to be liable for anything beyond what their insurance covered, which was a concern because, in the event of a law suit, the Village would be liable for any amount above their insurance coverage. President Powers suggested that if this project needed to go before either the Planning Commission or ZBA, that it be presented to the respective board for approval before money was spent on drafting an agreement. Burns and Harloff agreed. Council agreed with this course of action.

5. Savidge Street Water Main (Wally Delamater) – A few years ago, a ten-inch water main crossing north to south under Savidge Street ruptured. Instead of making a repair, the decision at the time was to close the valves on each side of Savidge and not repair the main. Closing the valve stopped the leak, decreased system redundancy, and eliminated a water main loop. With the upcoming M104 resurfacing project, the DPW has focused on repair and maintenance of underground utilities prior to the MDOT resurfacing project. Previously, Council authorized a service agreement with the Village engineer to evaluate the issues, options and cost to reinstate the water main crossing.

Delamater explained that the key driving force to get this done had been MDOT’s resurfacing project so that they wouldn’t have to cut a hole in the new surface, however, it was determined that boring was a better option, removing the urgency but he would still like to move forward with the bidding process in order to plan ahead financially. Council agreed that this process could move forward.

6. Board & Committee Appointments – Each fall, Council solicits applications to fill vacancies on various Boards & Committees. Several years ago, Council took the position that terms which were expiring were not automatically renewed. If a person wished to continue their service on a board/committee, they could reapply for their seat. Council would then consider all applications and the most qualified individuals would be appointed to serve.
Burns explained that George Barfield, Parks & Rec., and Jim Moore, DDA, had not submitted applications to continue to serve so she would like to recognize their years of service to the Village with a “You Make the Difference” award and that Brandon Brown, DDA, had reapplied but with his upcoming development and possible conflict of interest, voluntarily stepped down until his project was complete. Burns went through the list of applicants and vacancies with Council and explained that Village Planner, Stacey Fedewa, and Zoning Administrator, Lukas Hill, had concerns regarding Council Member Scott Van Strate’s service on both Planning Commission and ZBA which could cause a conflict of interest. TePastte said that, while there had never been an issue, he could see where holding 3 board & commission seats could be considered a conflict of interest. Van Strate agreed to step down from the ZBA. President Powers thanked Van Strate for his years of service on the ZBA.

7. **License Agreement – Rycenga Building Center, Inc.** – Each year, the Village hires a barge operator to float docks from Tanglefoot and Mill Point Parks to a location that is not susceptible to ice jams. In 2019/2020, the Village entered into an agreement with Rycenga Building Center to store our docks during the winter months. In 2020/2021, we would like to enter into the same agreement.

Burns explained that dock storage with Rycenga had worked out well last year so she recommended they continue that agreement. Council agreed.

8. **MDOT Trunkline Maintenance Contract (Wally Delamater)** – This is an annual housekeeping item which names a contract administrator for all work within the municipality and allows the Village to be reimbursed for maintenance of M-104.

Delamater explained that this was a standard agreement that was brought to Council every year for approval. Council agreed this item could be placed on the Consent Agenda.

9. **Budget Amendments (Marv Hinga)** – Hinga went over the following budget adjustments with Council.
   1. Adjust current year DDA Budget. – Professional Services, Chamber Economic Development, Art in the Park.
   2. Adjust current year Water Fund Budget. – Professional services, Engineering/Project Admin.
   3. Adjust current year Planning/Zoning Budget. – Full/Part time wages, Legal Fees, Printing/Publishing.
   4. Adjust current year DPW Budget. – Full/Part Time wages - Township
   5. Adjust current year Central Park Budget. – Overtime pay, Dog Park, Manpower.
   6. Adjust current year Trunkline Maintenance Budget. – Full/Part Time wages.
**TePastte** said that the Finance Committee reviewed these budget adjustments and has no issue with them. **Council** agreed these adjustments could be placed on the Consent Agenda.

**10. Re-evaluation of Unfunded Pension Obligations (Marv Hinga)** – As of the 12/31/19 MER pension valuation, the Village had unfunded pension liabilities of $1,023,152 for the Police unit and $491,331 for the closed Village group for clerical and DPW employees. The costs of the unfunded police pensions are being shared with the City of Ferrysburg each received $75,823.75 from Ottawa County under the Cares Act. Both entities were advised to not spend the funds until it was confirmed that County would not be required to pay back the funds. As of November 3, the County has been told they may keep half of the funds. Whether the County will be able to keep the remaining funds will be determined in early December.

The Village has also been making supplemental payment of $50,000 each year for the last three years on the unfunded pension liability for the Clerical/DPW MERS Group. A supplemental payment was not included in the current year’s budget due to uncertainty regarding Revenue Sharing and Toad Funding from the State. State funding has not been cut as anticipated. Village funds can make a supplemental payment toward the Clerical/DPW unfunded pension liability.

**TePastte** explained that the Finance Committee had talked at length about this and felt it made good financial sense to continue even though this had not been budgeted for in 20/21 because of concerns the funds from the State would be lower, but that had not been the case, however, the Finance Committee did recommend that the portion that previously came from the Sewer Fund should come from another source due to higher demands on the Sewer Fund. **Hinga** explained that the Village and the City of Ferrysburg each received approximately $75,000 from the Cares Act and have been guaranteed that half of the amount will not have to be paid back and they should find out in a month or so if both municipalities were able to keep the other half of the Cares Act Funds, and if so, Ferrysburg has said they want to take those funds and make a supplemental payment to the unfunded Police Pension Liability. **Hinga** said he was asking permission from Council to do the same. **Council** agreed that this was a fiscally responsible thing to do.

**11. PA 228 of 2020 – Electronic Meetings (DeMario Johnson)** – In agreement with PA 228 of 2020. The procedures include eight distinct areas of notice, in which electronic meetings will be conducted.

**Johnson** explained that as we continue to navigate our way through the current COVID pandemic, it was recommended that Council adopt electronic meeting procedures that were in agreement of PA228 of 2020 to further help efforts with
transparency as we continue to meet virtually. **Council** agreed this item could be placed on the Consent Agenda.

**12. Tanglefoot Park Redevelopment** – At their last meeting, Council was presented with a conceptual plan for the redevelopment of Tanglefoot Park. The conceptual plan deviated from the original discussions back in 2019 for a fully enclosed building, as the budget for the original design came in double of the budget that the DDA established. The focus group went back to the drawing board and worked with Progressive AE to design a site that was, they felt, in keeping with the Thum family’s original intent of a family-friendly park. The plan that was presented last month meets the target budget established by the DDA (which is the funding mechanism for the park improvements) while simultaneously taking into consideration the feedback from the community engagement meetings.

**Burns** shared a PowerPoint with Council and **Stanford-Butler** explained that the first enclosed event center design came in way over budget while this current design was within their budget of 3 million. **Stanford-Butler** shared rates and amenities of area event centers and numbers from My Barefoot Wedding, as well as other wedding planners, to illustrate how revenue could be earned with current proposed structure. **Burns** said they had asked the Chesapeake Group to put together a new analysis based on a pavilion versus an enclosed space and their expert opinion on whether or not a pavilion would generate revenue and expected maintenance costs. **Petrus** said that looking back at the community engagement summary reminded her that the number one thing that people said was that they wanted the RV park replaced with something that was more useful to the public and the number two item was the farmers market and event center and they also needed to look at the indirect benefits such as property values going up. **TePastte** said that he felt this was a good use of the property even though he did not see it generating enough revenue to cover all costs, he did think it would be a wonderful place for people and would like to hear more on the business plan. **Burns** shared that the scores for the DNR Trust fund came back and they would find out soon where they were ranked. **Hanks** said she was excited about where they were going with the property. **Miller** said he was in favor of this plan provided they could enclose the structure a little more to create a multi-seasonal space. **Stanford-Butler** said they were looking at having the facility fitted with electric and gas so that heaters could be used. **Petrus** suggested they look at the typical direction of the wind to determine placement of the structure. **Van Strate** said he was worried about borrowing money from the DDA that would be tied up for 20 years and not have money for other projects and suggested they go a little smaller on the structure. **Stanford-Butler** said that the drawing was not to scale so it was hard to tell the actual size but that was good input. **Petrus** said she realized this was from completely different funds, but what weighed heavily on her mind was the
interconnectivity with Mill Point Park needing close to a million dollars in investment and the community having patience while another park was being renovated. Duer said he was also concerned about the wind and an unenclosed building and that people would look at Central Park the same way as Mill Point. President Powers reiterated Council’s concerns that there was a cautious nod of agreement with progressing down the path as proposed subject to further revisions, plans and consultations and they understand that there was a plan and that plans change. President Powers said that if they were going be getting a great deal of money from somebody else to make something look pretty, it would be about 60 years before that $35,000 balanced out against the expected donations, so they were trading an asset worth a great deal for an income stream that was going to continue to degrade significantly even if they started to put money into it. TePastte agreed with this and added that Council would like to hear more ideas on how to deal with the wind issue and how to make this a 6-month facility versus a 4-month facility.

13. USDA Agreement for Legal Services – The USDA requires that the Village have agreements with our legal team which outline costs and services. Roger Swets has long served as the Village’s bond council. Ron Bultje will assist with the real estate aspects related to easement acquisition and documentation required by the USDA to repair infrastructure.

Burns explained that the USDA Agreement for legal Services was another mandatory item in order to finance through USDA. Council agreed this item could be added to the Consent Agenda.

14. License Agreement with Seven Steps Up for use of the Public Parking lot for Pop-Up Concerts – Council Member Hanks, recusing herself from any decision, explained that this was the same type of thing that Council had approved for Stan’s and Fuel’s outdoor seating but the difference for Seven Steps Up was they would need to use public property for their outdoor events. Hanks said the reason they were asking for this now was that they had received a grant enabling them to purchase an outdoor stage for events, such as popup concerts, that were scheduled per weather conditions, so this agreement would replace other forms of small event request applications that could take weeks to process. Duer asked if the stage was permanent. Gary Hanks said that it was not permanent, it would only be out for small community pop-up concerts where they would have an outdoor bar with trained staff and following all the Liquor Control Commissions regulations. President Powers asked what they needed from the Village to take to the Liquor Control Commission for approval. M. Hanks said the application required a document from the municipality providing permission to utilize municipality owned property. Council agreed this item could be added to the agenda for the next meeting.
15. Communications
- Manufacturers’ Wage Survey (Chamber of Commerce) - Burns said she had briefly talked to the Finance Committee about this and would like Council to consider budgeting for a new wage survey in the next fiscal year since the last one was done in 2014 and a lot had changed.
- Public Access Letter (Nisper & Burns)
- OC Planning Commission Dissolution
- Water/Sewer Inquiry (Kaucheck)
- Burns shared that the video regarding how to read and interpret water bills had been released today so hopefully this will clear up a lot of questions by the general public.

16. Minutes - Minutes of the October 12, 2020 Work Session and October 19, 2020 regular meeting were attached for review.

17. Public Comment – Kathryn Maki, 708 Summer St, said it would be helpful for the public and Council to have something to scale on the pavilion and how renting the whole park would work. Ms. Maki also questioned two line items on her utility bill for a grant that the Village did not yet have and paying for money that they did not need to pay back was disappointing to her. Burns said she would get back to Ms. Maki with answers to her concerns.

18. Adjournment: There being no further business, Village Council adjourned the meeting at 9:27 p.m.

_____________________________         _______________________________
Mark Powers, Village President                 Maryann Fonkert, Deputy Clerk
Pursuant to SB 1008, the Village of Spring Lake conducts its business virtually to mitigate the spread of COVID-19.

1. **Call to Order**

   President Pro-Tem TePastte called the meeting to order at 7:00 p.m.

2. **Pledge of Allegiance**

3. **Roll Call**

   **Present:** Duer, Hanks, Miller, Petrus, TePastte, Van Strate.

   **Absent:** Hanks and President Powers.

   Motion by Miller, second from Van Strate, to excuse the absence of Present Powers, Council member Hanks.

   Yes: 5   No:0

4. **Approval of the Agenda**

   Motion by Petrus, second from Miller, to approve the agenda as presented.

   Yes: 5   No: 0

5. **Consent Agenda**

   A. Approved the payment of the bills (checks numbered 61420 to 61469 and electronic payments 153 to 163) in the amount of $749,113.68.

   B. Approved the minutes for the October 12, 2020 work session and the October 19, 2020 regular Council meeting.

   C. Approved the following Board & Committee Appointments:

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<td>Parks &amp; Recreation</td>
<td>Clarissa Groenevelt</td>
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<td>Dan O'Keefe</td>
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<td>Historic Conservation</td>
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<td>Planning Commission</td>
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   D. Approved a license agreement with Rycenga Building Center, Inc. for storage of floating docks.

   E. Approved the 2021 MDOT Trunkline Maintenance Contract.
F. Approved budget amendments for fiscal year 2020/2021.

G. Approved moving to the bid process for the Savidge Street water main repair/replacement.

H. Approved a policy on Electronic Meetings.

I. Approved a USDA agreement for legal services.

J. Approved payment of $50,000 towards the unfunded pension obligation of MERS General Division 01.

K. Approved a payment equal to the CARES Act funds the Village & Ferrysburg are allowed to keep prior to 12/31/20 towards the unfunded pension obligation of the MERS Police Division 02.

Motion by Petrus, second from Van Strate, to approve the Consent Agenda as amended, removing item L from the Consent Agenda to General Business, item 6. A.

Yes: 5  No: 0

6. General Business

A. Proposed License Agreement – Seven Steps Up (SSU)

Subject: SSU has an opportunity to apply for a "Permanent Outdoor Service Permit" from the Michigan Liquor Control Commission (MLCC). This is new from MLCC and eliminates the need to apply each time an outdoor area gets used. It saves money for the venue and reduces red tape, but it requires permission from the municipality.

Manager Burns explained that SSU has asked for and an agreement from the Village to utilize the public parking area just north of their building in order hold popup concerts. Burns said that Attorney Sullivan has drawn up the agreement for Council's review. Sullivan clarified that the only change came in paragraph 9, clarifying that their liability would be only during the times that SSU was using the property and the insurance requirement was only during that time also.

Motion by Van Strate, second from Miller, to approve a license agreement with Seven Steps Up for the use of the public parking lot for pop-up concerts.

Yes: 5  No: 0

7. Department Reports

A. Village Manager - Burns added that much had changed regarding COVID since last Friday. Burn asked Council for permission to stay in Florida to work virtually rather than having to quarantine for 2 weeks upon both returns. Council had no issue with the request to work virtually from Florida.

B. Assistant to the Village Manager

C. Clerk/Treasurer/Finance Director

D. DDA

E. OCSO

F. Fire/911

G. DPW

H. Water

I. Sewer (none included)

J. Minutes from Various Board & Committees
   1. Parks & Recreation (10/05/20)
2. Planning Commission (09/22/20)
3. DDA (10/08/20)
4. Historical Conservation Commission (09/28/20)
5. SLARA (06/18/20)

8. Old Business and Reports by the Village Council – N/A
9. New Business and Reports by Village Council – N/A
10. Status Report: Village Attorney – N/A
11. Statement of Citizens
   
   Lee Schuitema, 408 W. Exchange, asked when the docks at Tanglefoot Park were going to be removed for the winter. Burns said they were supposed to have been removed last week, so she would get with Delamater.

12. Adjournment

   Motion by Van Strate, second from Miller, Village Council adjourned the meeting at 7:17 p.m.
   
   Yes: 5       No: 0

____________________________  __________________________
Joel TePastte, President Pro-Tem  Maryann Fonkert, Deputy Clerk