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.

www.springlakevillage.org

1 7:00 p.m. - Class C Liquor License (510 W. Savidge)
2 7:05 p.m. - Real Estate Exchange (109 S. Jackson)
3 7:15 p.m. - Request for Proposals (106 S. Buchanan)
4 7:45 p.m. - Savidge Street Sewer Lining (Wally Delamater)
5 7:50 p.m. - Cutler Street Resurfacing (Wally Delamater)
6 8:00 p.m. - NOWS Bond Refunding, Resolution 2021-04
7 8:08 p.m. - Harbor Transit, Resolution 2021 - 05
8 8:10 p.m. - Art in the Park (Angela Stanford-Butler)
9 8:15 p.m. - Budget Adjustments (Marv Hinga)
10 8:20 p.m. - Seawall Request (326 N. Division)

11 8:22 p.m. - Communications
   • Complaint - Williams
   • Inquiry (Lakeside Beach)
   • MML Workers Comp Dividend
   • Thank You (Shelly Fraser)

12 8:23 p.m. - Minutes

Minutes of the February 8, 2021 Work Session and February 15, 2021 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Bums or Maryann Fonkert prior to March 12, 2021.

13 8:24 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.

14 8:30 p.m. - Adjoun
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: March 4, 2021
RE: 510 W. Savidge Liquor License

**Background:** Mr. Jesus Cuellar is opening a new Mexican restaurant at 510 W. Savidge (formerly Pruebelo). He is pursuing a liquor license for the property. Mr. Cuellar’s representative, Jim Storey, will be in attendance at the meeting to answer any questions Council may have.

El Mesquite will seat approximately 80 patrons and will feature an outdoor service area. It will provide between eight and ten jobs, depending upon the volume of business. Mr. Cuellar's companies own and operate a number of restaurants in West Michigan, including operations in Muskegon, Grand Rapids, and Rockford.

**Issues & Questions Specified:** Should Council approve Resolution 2021 – 06?

**Alternatives:** Do not approve the resolution.

**Financial Impact:** The suite is currently vacant. By approving this license, 8-10 jobs will be created.

**Recommendation:** Approve Resolution 2021 - 06.

**Attachments:**

License application package.
New On-Premises Redevelopment or Development District License Questionnaire

Complete and submit this questionnaire along with a fully completed Retailer License & Permit Application (LCC-100) with the documents required to be submitted with that form and any other documents required as listed below.

Part 1 - Applicant Information
Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

<table>
<thead>
<tr>
<th>Applicant name(s):</th>
<th>El Mesquita-Spring Lake, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address to be licensed:</td>
<td>510 West Savidge</td>
</tr>
<tr>
<td>City:</td>
<td>Spring Lake</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>49456</td>
</tr>
<tr>
<td>City/township/village where license will be issued:</td>
<td>Village of Spring Lake</td>
</tr>
<tr>
<td>County:</td>
<td>Ottawa</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Jesus Cullar</td>
</tr>
<tr>
<td>Phone:</td>
<td>217-483-7489</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:arteloco1@hotmail.com">arteloco1@hotmail.com</a></td>
</tr>
<tr>
<td>Mailing address (If different from above):</td>
<td>2712 Killarney Road</td>
</tr>
<tr>
<td>City:</td>
<td>Springfield, Ill</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>62711</td>
</tr>
</tbody>
</table>

I am applying for the following on-premises redevelopment or development district license:

- **MCL 436.1521a(1)(a) - Redevelopment (RDA) License - Complete Parts 2a, 3, 4, & 5**
  - Select one: C Class C B-Hotel C Tavern C A-Hotel
  - The proposed licensed premises must be located in a redevelopment project area defined by the local governmental unit and the investment in the redevelopment project area must meet one (1) of following requirements:
    - Investment of not less than $50 million in cities, townships, or villages having a population of 50,000 or more
    - Investment of not less than $1 million per 1,000 people in cities, townships, or villages having a population of less than 50,000
  - The licensed business must be engaged in activities related to dining, entertainment, or recreation and provide that activity not less than five (5) days per week
  - The licensed business must be open to the public not less than ten (10) hours per day, five (5) days per week
  - The initial enhanced license fee for a license issued under this section is $20,000.00

- **MCL 436.1521a(1)(b) - Development District (DDA) License - Complete Parts 2b, 3, 4, & 5**
  - Select one: C Class C B-Hotel C Tavern C A-Hotel
  - The proposed licensed premises must be located in one of the development districts or areas listed in MCL 436.1521a(1)(b):
    - Tax Increment Finance Authority District Under Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980)
    - Corridor Improvement Authority Act Development Area under Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005)
    - Downtown Development Authority (DDA) District under Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975)
    - Principal Shopping District under Public Act 120 of 1961
  - The total investment in real and personal property within the development district or area shall not be less than $200,000.00 over a period of the preceding five (5) years
  - The building shall be a restoration or rehabilitation of an existing building and **cannot be a brand new building**
  - The building that will house the proposed licensed premises must have at least $75,000.00 expended for the rehabilitation or restoration of the building over the preceding five (5) years or a commitment for a capital investment of at least $75,000.00 in the building that must be expended before the license is issued
  - The licensed business must be engaged in activities related to dining, entertainment, or recreation
  - The licensed business must be open to the general public and have a seating capacity of not less than 25 persons
  - The initial enhanced license fee for a license issued under this section is $20,000.00

*Please Note: Pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.*
Part 2a - MCL 436.1521a(1)(a) - Redevelopment (RDA) License Required Documents

☑ Resolution from local governmental unit establishing the redevelopment project area

☑ Affidavit from the assessor, certified by the city, township, or village clerk, which states the following:
  - The amount of investment money expended for manufacturing, industrial, residential, and commercial development within the redevelopment project area during the preceding three (3) years (must specifically state start and end dates for the investment, i.e. January 1, 2013, to December 31, 2015).
  - Statement that the amount of commercial investment in the redevelopment project area constitutes not less than 25% of the total investment in real and personal property in the area.

☑ Legible map of the redevelopment project area which clearly labels all street names

Part 2b - MCL 436.1521a(1)(b) - Development District (DDA) License Required Documents

☐ Resolution from local governmental unit establishing the development district or area which specifically references the statute under which the area was established:
  - Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980) for Tax Increment Finance Authorities
  - Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005) for Corridor Improvement Authorities
  - Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975) for Downtown Development Authorities
  - Public Act 120 of 1961 for Principal Shopping Districts

☐ Affidavit from the assessor, certified by the city, township, or village clerk, which states the following:
  - The total amount of public and private investment in real and personal property within the development district or area over a period of the preceding five (5) years (must specifically state start and end dates for the investment, i.e. January 1, 2011, to December 31, 2015).

☐ Legible map of the development district or area which clearly labels all street names

Part 3 - Available License Search

MCL 436.1521a(9) requires any person signing an application for an on-premises Redevelopment or Development District license to verify that he or she attempted to purchase any of the on-premises licenses that are in escrow that do not have a pending transfer on file with the MLCC within the county in which the applicant for the on-premises Redevelopment or Development District license proposes to operate.

You should not apply for an on-premises Redevelopment or Development District license if there is an available quota license in the local governmental unit in which the proposed licensed business will be located. You may verify the availability of quota licenses on the Commission's website using the Local Government Quota search page.

☑ I verify that I have attempted to purchase any readily available on-premises escrowed licenses that do not have pending transfers on file with the MLCC in the county where the proposed licensed business will be located.
  - Applicant should provide a notarized affidavit outlining all attempts and responses (or lack thereof) to secure a readily available on-premises license.
  - Applicant should send certified letters of inquiry as to the availability of the license to each licensee at the address listed on the licensee listing report provided by the MLCC.
  - Applicant should submit copies of the letters sent, certified tags, signed certified return receipts, copies of any envelopes returned by the USPS, and copies of any correspondence received from the licensees.
  - Applicant should provide dates, the name of the person contacted, and a synopsis of the conversation if escrowed licensees are contacted by telephone.
  - Applicant should provide documentation regarding the fair market value of the license based on where the applicant will be located, if determinable, the size and scope of the proposed operation, and/or the existence of mandatory contractual restrictions or inclusion attached to the sale of the license when indicating to the MLCC that purchase of a license is not economically feasible or the license is not readily available.

☑ There are no readily available on-premises licenses in escrow in the county where the proposed licensed business will be located.

☑ There are no unissued, on-premises quota licenses readily available in the local governmental unit where the proposed licensed business will be located.
Retailer License & Permit Application

For more information on retail licenses and permits, please visit the Liquor Control Commission’s frequently asked questions website by clicking this link.

Before you begin filling out the attached application, please review this checklist for the applicable forms and documents you will need to submit with your completed application form.

The attached LCC-100 form will automatically calculate fees when opened using Adobe Acrobat Reader. The form’s functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website: https://get.adobe.com/reader/

☑ Completed Retail License & Permit Application (Form LCC-100, attached)
☐ Livescan Fingerprint Form* (attached)
☑ Inspection, License, and Permit Fees
☑ Local Government Authorization (Form LCC-106) - For a new on-premises license only
☐ Purchase agreement - For the transfer of ownership of a license
☐ Property document (lease, deed, land contract, etc.)
☑ New Specially Designated Merchant license documents - For a new Specially Designated Merchant license only (see page 3)
☑ New On-Premises Resort License Questionnaire (LCC-109a) or New On-Premises Redevelopment or Development District License Questionnaire (LCC-109b) - For a new on-premises Resort, Redevelopment, or Development District license only

If applicant is a corporation also include (pursuant to R 436.1109):
☑ Report of Stockholders/Member/Partners (Form LCC-301)
☐ Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
☐ Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.
  Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited liability company also include (pursuant to R 436.1110):
☐ Report of Stockholders/Member/Partners (Form LCC-301)
☐ Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
☐ Copy of the operating agreement or bylaws of the applicant company
☐ Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.
  Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited partnership also include (pursuant to R 436.1111):
☐ Report of Stockholders/Member/Partners (Form LCC-301)
☐ Copy of the partnership agreement of the applicant limited partnership
☐ Each general partner of a partnership shall sign the application, bond, and other papers filed in connection with securing a new license or transferring an existing license. This requirement may be waived by the Commission upon showing of good cause, which must be submitted in writing.

*Fingerprints are required for applicants that are not currently licensed by the MLCC and will hold 10% or more interest in a license or applicant entity.
Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Retailer License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission’s frequently asked questions website by clicking this link.

Part 1 - Applicant Information
Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): El-Mesquite-Spring Lake, Inc.

Address to be licensed: 510 West Savidge

City: Spring Lake          Zip Code: 49456

City/township/village where license will be issued: Village of Spring Lake          County: Ottawa

Federal Employer Identification Number (FEIN):

1. Are you requesting a new license?  ☐ Yes  ☐ No
2. Are you applying ONLY for a new permit or permission?  ☐ Yes  ☐ No
3. Are you buying an existing license?  ☐ Yes  ☐ No
4. Are you transferring the classification of an existing on premises license?  ☐ Yes  ☐ No
5. Are you modifying the size of the licensed premises?  ☐ Yes  ☐ No
   If Yes, specify:  ☐ Adding Space  ☐ Dropping Space  ☐ Redefining Licensed Premises
6. Are you transferring the location of an existing license?  ☐ Yes  ☐ No
7. Is this license being transferred as the result of a default or court action?  ☐ Yes  ☐ No
8. Do you intend to use this license actively?  ☐ Yes  ☐ No

Part 2 - License Transfer Information (If Applicable)
If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):

Current licensed address:

City:          Zip Code:

City/township/village where license is issued: County:

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of $70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

<table>
<thead>
<tr>
<th>Inspection Fees:</th>
<th>License &amp; Permit Fees:</th>
<th>TOTAL FEES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$140.00</td>
<td>200.00</td>
<td>$340.00</td>
</tr>
</tbody>
</table>
### Schedule A - Licenses, Permits, & Permissions

**Applicant name:** EL Mesquite - Spring Lake, Inc.

#### Off Premises License Type:
- **Base Fee:**
  - □ SDM License $100.00
  - □ SDD License $150.00
  - □ Resort SDD License $150.00

  *Resort SDD Licenses may only be issued in governmental units having a population of 50,000 or less*

#### Off Premises Permits:
- **Base Fee:**
  - □ Sunday Sales Permit (AM)* $160.00
  - □ Sunday Sales Permit (PM)** $22.50
  - □ Catering Permit $100.00
  - □ Secondary Location Permit - Complete Form LCC-201 $100.00
  - □ Beer and Wine Tasting Permit No charge
  - □ Living Quarters Permit No charge

#### On/Off Premises Permission Type:
- **Base Fee:**
  - □ Off-Premises Storage No charge
  - □ Direct Connection(s) No charge
  - □ Motor Vehicle Fuel Pumps No charge

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00 am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00 am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

### Inspection, License, Permit, & Permission Fee Calculation

<table>
<thead>
<tr>
<th>Number of Licenses</th>
<th>Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$70.00 Inspection Fee</td>
</tr>
</tbody>
</table>

- **Total Inspection Fee(s):** $140.00
- **Total License Fee(s):** $100.00
- **Total Permit Fee(s):** $100.00

**TOTAL FEES DUE:** 340.00

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to State of Michigan.

### On Premises License Type:
- **Base Fee:**
  - □ B-Hotel License $600.00
  - □ A-Hotel License $250.00
  - □ Class C License $600.00
  - □ Tavern License $250.00
  - □ Resort License $250.00
  - □ DDA/Redevelopment License $250.00
  - □ Brewpub License $100.00
  - □ G-1 License $1,000.00
  - □ G-2 License $500.00
  - □ Aircraft License $600.00
  - □ Watercraft License $100.00
  - □ Train License $100.00
  - □ Condominium Retirement Center License $600.00

**B-Hotel or Class C Licenses Only:**
- □ Additional Bar(s) No charge
  - **Number of Additional Bars:** ______

B-Hotel or Class C Licenses allow licensees to have one (1) bar within the licensed premise. A $350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

#### On Premises Permits:
- **Base Fee:**
  - □ Sunday Sales Permit (AM)* $160.00
  - □ Sunday Sales Permit (PM)** $100.00
  - □ Catering Permit $100.00
  - □ Banquet Facility Permit - Complete Form LCC-200 $100.00

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

- □ Outdoor Service No charge
- □ Dance Permit No charge
- □ Entertainment Permit No charge
- □ Extended Hours Permit: No charge
- □ Dance □ Entertainment Days/Hours: ______

**Specific Purpose Permit:** No charge

Activity requested:

Days/Hours requested: ______

- □ Living Quarters Permit No charge
- □ Topless Activity Permit No charge
Effective January 4, 2017 pursuant to MCL 436.1533(5), Specially Designated Merchant (SDM) licenses are quota licenses based on one (1) SDM license for every 1,000 of population in a local governmental unit. MCL 436.1533 provides for several exemptions from the quota for qualified applicants. Please carefully read the requirements in the boxes below, selecting the applicable approved type of business option(s) from Section 1 and an applicable new SDM license quota option from Section 2.

Section 1 - Requirements to Qualify as Approved Type of Business for New SDM License Applicants
Applicant must meet one (1) or more of the following conditions (check those that apply to your business):

- a. Applicant holds and maintains retail food establishment license or extended retail food establishment license under the Food Law of 2000. MCL 289.1101 to MCL 289.8111.

- b. Applicant holds or has been approved for Specially Designated Distributor (SDD) license.

- c. Applicant holds or has been approved for an on-premises license, such as a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.

Section 2 - Quota Requirements for New SDM License Applicants
Applicant must qualify under one of the following sections of the Liquor Control Code regarding the SDM quota:

- a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.
   MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.

- b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
   MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.

- c. Applicant's establishment is a pharmacy as defined in the Public Health Code. MCL 333.17707.
   MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.

- d. Applicant's establishment qualifies as a marina under MCL 436.1539.
   MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.

- e. Applicant does not qualify under any of the quota exemptions or waiver listed above.
   MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.

Documents Required To Be Submitted with New SDM License Application
In addition to the documents listed on the application checklist, the new SDM license applicant must submit the documents listed below, as applicable, with its application to comply with the requirements described above. Select one or more of the following:

- Copy of retail food establishment license or extended retail food establishment license for a SDM license. The name on the food establishment license must match the applicant name in Part 1 of this application form. A food establishment license is not required for a SDM license to be issued in conjunction with a SDD license or an on-premises license.

- If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.

- If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.
**Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner**

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Jesus Cuellar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home address:</td>
<td>2712 Killarney Road</td>
</tr>
<tr>
<td>City:</td>
<td>Springfield</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>62711</td>
</tr>
<tr>
<td>Business Phone:</td>
<td>217-483-7489</td>
</tr>
<tr>
<td>Cell Phone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:arteloco1@hotmail.com">arteloco1@hotmail.com</a></td>
</tr>
</tbody>
</table>

Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write “chain” below. Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee.

CHAIN, 221399, 219568, 1881112, 198174, 227850, 0268902, 215703

Do you hold 10% or more interest in the applicant entity? [ ] Yes [ ] No

If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "LiveScan Fingerprint Background Request" with your application.

**Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).**

<table>
<thead>
<tr>
<th>Date of Birth:</th>
<th>April 3, 1963</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security Number:</td>
<td>605-20-4237</td>
</tr>
<tr>
<td>Driver’s License Number:</td>
<td>C-460-4206-3096</td>
</tr>
</tbody>
</table>

Are you a citizen of the United States of America? [ ] Yes [ ] No

Have you ever legally changed your name? [ ] Yes [ ] No

If you answered "yes", please list your prior name(s) (including maiden):

Spouse's full name (if currently married): Maria Mata Cuellar

<table>
<thead>
<tr>
<th>Spouse's date of birth:</th>
<th>May 20, 1965</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is your spouse a citizen of the United States of America?</td>
<td>[ ] Yes [ ] No</td>
</tr>
</tbody>
</table>

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? [ ] Yes [ ] No

Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? [ ] Yes [ ] No

Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If yes, list below (attach additional pages if necessary):

<table>
<thead>
<tr>
<th>Date</th>
<th>City/State</th>
<th>Charge</th>
<th>Disposition</th>
</tr>
</thead>
</table>

Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If yes, list below (attach additional pages if necessary):

<table>
<thead>
<tr>
<th>Date</th>
<th>City/State</th>
<th>Charge</th>
<th>Disposition</th>
</tr>
</thead>
</table>

**Part 5c - Signature**

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Jesus Cuellar

Print Name

Signature

Date

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Page 4 of 5
Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

<table>
<thead>
<tr>
<th>What is your preferred method of contact?</th>
<th>☐ Phone ☐ Mail ☐ Email ☐ Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is your preferred method for receiving a Commission Order?</td>
<td>☐ Mail ☐ Email ☐ Fax</td>
</tr>
<tr>
<td>Contact name: Jim Storey</td>
<td>Relationship: licensing consultant</td>
</tr>
<tr>
<td>Mailing address: 344 W. 35th</td>
<td></td>
</tr>
<tr>
<td>City: Holland</td>
<td>State: MI</td>
</tr>
<tr>
<td>Phone: 616-848-9767</td>
<td>Fax number: N.A.</td>
</tr>
</tbody>
</table>

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

<table>
<thead>
<tr>
<th>Attorney name:</th>
<th>Member Number: P-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attorney address:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax number:</td>
</tr>
<tr>
<td>Would you prefer that we contact your attorney for all licensing matters related to this application?</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Would you prefer any notices or closing packages be sent directly to your attorney?</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Jesus Cuellar

Print Name of Applicant & Title

Signature of Applicant

Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax to: 517-284-8557
**Report of Stockholders, Members, or Partners**
(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

### Part 1 - Licensee Information
Please state your name as it is filed with the State of Michigan Corporation Division.

<table>
<thead>
<tr>
<th>Licensee name(s):</th>
<th>El Mesquite-Spring Lake, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>601 Terrace Street</td>
</tr>
<tr>
<td>City:</td>
<td>Muskegon</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>49440</td>
</tr>
</tbody>
</table>

### Part 2a - Corporations
- Please complete this section and attach more copies of this page if more room is needed.

<table>
<thead>
<tr>
<th>Name and address of all stockholders:</th>
<th>No. of Shares Issued</th>
<th>Date Issued/Acquired:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesus Cuellar, 2712 Killarney Rd, Springfield, Illinois 62711</td>
<td>60,000</td>
<td>02/21/2021</td>
</tr>
</tbody>
</table>

**Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:**

Jesus Cuellar, 2712 Killarney Rd., Springfield, Illinois 62711; President

### Part 2b - Limited Liability Companies
- Please complete this section and attach more copies of this page if more room is needed.

<table>
<thead>
<tr>
<th>Name and address of all members:</th>
<th>Percent % Issued:</th>
<th>Date Issued/Acquired:</th>
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</thead>
</table>

**Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:**

---
Report of Stockholders, Members, or Partners
(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

**Part 2c - Limited Partnerships**
- Please complete this section and attach more copies of this page if more room is needed.

<table>
<thead>
<tr>
<th>Name and address of all partners:</th>
<th>Percent % Issued:</th>
<th>Date Issued/Acquired:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Name and address of Managers, pursuant to administrative rule R 436.1111:

*Artemio Mendoza, Manager*

**Part 3 - Authorized Signers**
(Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Jesus Cuellar, President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
</tbody>
</table>

**Part 4 - Signature of Applicant or Licensee**

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Jesus Cuellar, President

Print Name of Applicant or Licensee & Title ___________________________ Signature of Applicant or Licensee ___________________________ Date ___________________________

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059
Part 4 - Local Governmental Approval

An applicant for a new on-premises Redevelopment or Development District license requires approval by the legislative body of the local governmental unit in which the licensed premises will be located. Applicants for a license in a city that has a population of 600,000 or more do not require local governmental approval. Please use the Local Governmental Unit Approval Form (LCC-106) or obtain a resolution from the local governmental unit that contains the same information required on the form. The form or a resolution from the city, village, or township must specifically state the applicant's legal name, if an individual person, or the corporate name of the business, the proposed licensed address, and contain a recommendation for the issuance of a license under one of the two following options:

- New Class C* license issued under the provisions of MCL 436.1521a(1)(a)
- New Class C* license issued under the provisions of MCL 436.1521a(1)(b)

*May substitute other license types such as Tavern, A-Hotel, or B-Hotel licenses

Part 5 - Signature of Applicant

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

I certify that I understand that pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and that if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

Jesus Cuellar

Print Name of Applicant & Title ___________________________ Signature of Applicant ___________________________ Date ________________

Please return this completed form along with corresponding documents:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059
Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular meeting of the Spring Lake Village council/board called to order by on March 8, 2021 at 7pm

the following resolution was offered:

Moved by ______________________ and supported by ______________________

that the application from El Mesquite-Spring Lake, Inc.

for the following license(s): Class C redevelopment district license and SDM license

to be located at: 510 West Savidge, Spring Lake, Michigan

and the following permit, if applied for:

□ Banquet Facility Permit Address of Banquet Facility: ______________________

It is the consensus of this body that it recommends this application be considered for approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are ______________________

Vote

Yea: ______
Nay: ______
Absent: ______

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the council/board at a regular meeting held on March 8, 2021

Print Name of Clerk Signature of Clerk Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LCC-106 (10/15) LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: March 4, 2021
RE: 109 S. Jackson Street

**Background:** Over the course of the past year, Council has been in discussion with Brandon Brown and Eric Wolff (ARM), owners of 109 S. Jackson Street, about the concept of a property swap between parcels 70-03-15-381-025 & 70-03-15-381-020. Staff was directed to have legal counsel draft a preliminary document outlining the parameters of the property exchange.

**Issues & Questions Specified:** Should the Village enter into an agreement with ARM for the property exchange?

**Alternatives:** Do not enter into an agreement for a property exchange and redevelopment.

**Financial Impact:** If Council choses to back out of this agreement, ARM will develop the site they currently own at 109 S. Jackson with a smaller building, which will house fewer jobs and provide less tax revenue. Exact dollar figures are unknown at this time.

**Recommendation:** Authorize Clerk/Treasurer Marv Hinga to execute the agreement as drafted.

**Attachments:**

Real Estate Exchange and Redevelopment Agreement
AGREEMENT REGARDING REAL ESTATE
EXCHANGE AND FUTURE DEVELOPMENT

This Agreement Regarding Real Estate Exchange and Future Development (the “Agreement”) is entered into effective as of ______________, 2021 (the “Effective Date”), by and between the Village of Spring Lake, a Michigan municipal corporation with its principal office at 102 W. Savidge Street, Spring Lake, Michigan 49456 (the “Village”), and ARM Holding Co., LLC, a Michigan limited liability company, whose address is 250 Washington Avenue, Grand Haven, Michigan 49417 (“ARM”). Throughout this Agreement, the Village and ARM are also each referred to individually as a “Party” and collectively as the “Parties.”

Background

A. ARM is a real estate holding company that owns certain property located at 109 S. Jackson Street, Spring Lake, Michigan 49456 and identified as Parcel No. 70-03-15-381-025 (the “ARM Property”).

B. The Village owns certain vacant property located at the northwest corner of W. Exchange Street and S. Jackson Street, Spring Lake, Michigan 49456 and identified as Parcel No. 70-03-15-381-020 (the “Village Property”).

C. ARM and the Village now wish to plan a real estate exchange transaction involving ARM transferring the ARM Property to the Village in exchange for the Village transferring the Village Property to ARM, subject to certain contingencies and other requirements.

D. The Parties now desire to state the terms and conditions of their mutual promises and obligations to each other regarding the real estate exchange transaction referenced above, as further set forth and detailed below in this Agreement.

Agreement

1. Real Estate Exchange. Subject to the contingencies and other provisions contained in this Agreement, ARM agrees to transfer the ARM Property to the Village, and the Village agrees to transfer the Village Property to ARM, with each property including all existing improvements, easements, and appurtenances pertaining to such property.

2. Valuation of the Properties. The Parties agree that (i) the value of each property shall be equal to the value of the other property, and (ii) neither Party shall be required to pay any money to the other Party to settle any purported difference in the values of the properties.

3. Contingencies Required by the Village. In consideration for the Village’s agreement to carry out the real estate exchange transaction referenced above, ARM acknowledges and agrees that the following contingencies must be satisfied prior to the Village’s obligation to proceed to the Closing (as defined below in Section 5) of such transaction:
(a) **Inspections and Testing.** The Village shall have (i) inspected and performed any tests that the Village, in its sole discretion, deems necessary or appropriate to evaluate the acceptance of the ARM Property, including, without limitation, any and all environmental (including subsurface), structural, and feasibility tests, and (ii) determined, in its sole discretion, that the ARM Property is suitable for its use.

(b) **Maintaining Public Access to Post Office via Deed Restriction.** The Village and ARM shall have agreed in advance to restriction language to be included in the deed for transferring the Village Property to ARM that requires the pathway to the post office building located at 211 W. Exchange Street, Spring Lake, Michigan 49456 and identified as Parcel No. 70-03-15-381-018 to remain accessible to the public for as long as such building is occupied by the United States Postal Service. **(this condition should be reciprocal and added as a condition for A.R.M.)**

(c) **Removal of Sidewalk on the ARM Property.** ARM agrees to, at its sole expense, remove the sidewalk surrounding the ARM Property in accordance with applicable local ordinance(s) prior to transferring such property to the Village.

(d) **Addition of Gravel on the ARM Property.** ARM agrees to, at its sole expense, add sufficient gravel to the ARM Property in accordance with applicable local ordinance(s) prior to transferring such property to the Village.

(e) **Asphalt Paving on the ARM Property.** ARM agrees to, at its sole expense, add asphalt pavement to the ARM Property in accordance with applicable local ordinance(s) prior to transferring such property to the Village.

(f) **Site Development Deadline for the Village Property.** The Village shall have received a binding commitment from ARM in the form of a separate development agreement and/or such further assurances as the Village deems necessary that ARM will have completed development of the Village Property no later than December 31, 2022. **(add some specificity as to what will generally be covered in the development agreement)**

(g) **Condition of the ARM Property.** During the period commencing on the Effective Date and ending on the Closing Date (as defined below in Section 5), ARM shall have maintained the ARM Property in its ordinary condition and in compliance with all laws, statutes, ordinances, rules, and regulations pertaining to the ARM Property.

4. **Contingencies Required by ARM.** In consideration for ARM’s agreement to carry out the real estate exchange transaction referenced above, the Village acknowledges and agrees that the following contingencies must be satisfied prior to ARM’s obligation to proceed to the Closing (as defined below in Section 5) of such transaction:

   (a) **Environmental Testing.** ARM shall have (i) inspected and performed any tests that ARM, in its sole discretion, deems necessary or appropriate to evaluate the acceptance of the Village Property, including, without limitation, any and all environmental (including
subsurface), structural, and feasibility tests, and (ii) determined, in its sole discretion, that the Village Property is suitable for its use.

(b) **Site Plan Approval from Planning Commission.** ARM shall have obtained approval of its site plans and specifications (this should be expanded to include all the project construction plans) for the Village Property within a reasonable period of time from the Village’s Planning Commission, which approval shall be subject to the discretion of the Village’s Planning Commission (was this supposed to reference the SLV Council?), exercised in accordance with the zoning ordinance requirements then in force in the Village.

(c) **Condition of the Village Property.** During the period commencing on the Effective Date and ending on the Closing Date (as defined below in Section 5), the Village shall have maintained the Village Property in its ordinary condition and in compliance with all laws, statutes, ordinances, rules, and regulations pertaining to the Village Property.

**Title Insurance Commitment.**
A section should be added requiring each party to furnish a commitment for the issuance of an owner’s policy of title insurance at least 30 days prior to the Closing in a form acceptable to the recipient party. The costs of issuing the policy shall be assumed by the party to be insured by such policies.

5. **Closing.** The closing of the real estate exchange transaction contemplated by this Agreement (the “Closing”) shall be ______________, 2021, and held at a time and place mutually agreeable to the Parties, but only after satisfaction or waiver of all contingencies; provided, however, that the Parties may mutually agree to extend the Closing Date for a further period of 30 days. Additionally:

(a) **Documents to be Furnished by ARM on the Closing Date.** At the Closing Date, ARM shall deliver to the Village an executed warranty deed for the ARM Property in recordable form and any other documents reasonably requested by the Village to consummate the real estate exchange transaction contemplated by this Agreement.

(b) **Documents to be Furnished by the Village on the Closing Date.** At the Closing Date, the Village shall deliver to ARM an executed warranty deed for the Village Property in recordable form and any other documents reasonably requested by ARM to consummate the real estate exchange transaction contemplated by this Agreement.

(c) **Prorations.** The Village Property is currently exempt from property taxes, and there shall thus be no proration of property taxes, provided that ARM shall be responsible for payment of all property taxes that become due and payable from and after the Closing. Conversely, ARM shall be responsible for payment of all property taxes accrued and due for the ARM Property up to the date of the Closing.

(d) **Closing Costs.** Each Party shall pay (i) the cost of recording the deed for the property that such Party receives through the real estate exchange transaction, and (ii) the documentary, intangible, transfer, and other taxes with respect to such deed. Additionally, each
Party agrees to pay its own costs incident to the preparation and execution of this Agreement, including attorney’s fees and expenses.

6. **Default; Termination.** The failure of either Party to perform any term, condition, or covenant made or undertaken by such Party will be deemed a default of this Agreement. If a default occurs and remains uncured by the defaulting Party for 10 days after the other Party has given a notice of default, the non-defaulting Party will have the right to terminate this Agreement or, in the non-defaulting Party’s discretion, specifically enforce this Agreement per its terms. The right to terminate or enforce this Agreement will be cumulative and in addition to any and all other rights and remedies available to the Parties at law or in equity.

7. **Relationship of the Parties.** Nothing contained in this Agreement will be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, partnership, joint venture, or other similar relationship between the Parties. It is understood and agreed that nothing contained in this Agreement and no acts of the Parties will be deemed to create any relationship between the Parties other than the relationship of independently contracting parties.

8. **Notices.** All notices or other communications to be given under this Agreement shall be deemed as sent when dispatched by regular, registered, or certified mail, postage prepaid, or by hand delivery addressed or delivered to the address as follows:

*If to the Village:*
Village of Spring Lake  
Attn: Christine Burns, Village Manager  
102 W. Savidge Street  
Spring Lake, Michigan 49456

*If to ARM:*
ARM Holding Co., LLC  
Attn: Brandon Brown  
250 Washington Avenue  
Grand Haven, Michigan 49417

The Parties may, by notice given under this Agreement, designate any further or different address to which subsequent notices or other communications may be sent.

9. **Assignment.** This Agreement is not assignable by either Party, and each Party acknowledges and agrees that such Party will not assign or transfer its rights under the Agreement, without the prior written consent from the other Party.

10. **No Third Parties.** Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties and their respective successors or permitted assigns, any rights or remedies whatsoever.
11. **Governing Law.** This Agreement will be construed in all respects in accordance with the laws of the State of Michigan.

12. **Captions and Headings.** The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and there are no other representations, warranties, promises, guarantees, or agreements, oral or written, expressed or implied, between the Parties with respect to this Agreement.

14. **Amendments.** This Agreement may not be amended, changed, modified, or altered in any way without the express written consent of each Party.

15. **Severability.** In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, if the overall intent and purpose of the Agreement remains intact.

16. **Waiver.** No waiver of any of the provisions of this Agreement will be deemed or constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the Party giving the waiver.

17. **Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute one and the same instrument.

[Signatures on following page]
Signature Page

Each of the Parties have authorized the signing of this Agreement by their respective duly authorized officers as of the dates noted.

THE VILLAGE

Village of Spring Lake

___________________________________   Date Signed: __________________
By: 
Its: 

ARM

ARM Holding Co., LLC

___________________________________   Date Signed: __________________
By: 
Its: 

4849-5224-0348 v2 [59146-3]
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Chris Burns, Village Manager

DATE: March 4, 2021

RE: 106 S. Buchanan

**Background:** In early 2020, RFPs for 106 S. Buchanan were released to developers. The proposals were due back in April, right as Covid was ramping up. The Village did not receive a single proposal for the property. At that time, it was recommended that proposals should not be re-released until there was some hope that everything was going to return to “normal”. RFPs were released in early 2021 and due back on March 1, 2021. While only one proposal was received for the property, staff feels that the proposal is extremely compelling, providing both commercial and residential development by a tried and true developer/contractor. Currently, Hudsonville, Zeeland and Holland are working with Geerlings Development & Midwest Construction Group on similar projects. All three communities are pleased with the team.

Mr. Scott Geerlings will be in attendance at the work session to answer any questions Council may have.

**Issues & Questions Specified:** Should the Village enter into a development agreement with Geerlings Development Co. for the property located at 106 S. Buchanan?

**Alternatives:** Do not enter into a development agreement and reissue the RFP a third time.

**Financial Impact:** Unknown at this time. However, the property SEV/TV is currently -0-. Developing the property will place it on the tax roll while simultaneously create jobs and housing in the downtown.

**Recommendation:** Enter into a development agreement with Geerlings Development Co.

**Attachments:**

Proposal from Geerlings Development Co./Midwest Construction Group Inc.
PROPOSAL PRESENTED TO:

VILLAGE OF SPRING LAKE

106 S. Buchanan Street
Redevelopment

8516 Homestead Drive Suite 102 | Zeeland, MI 49464 | 616.772.6070
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<td>32</td>
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<td>INSURANCE</td>
<td>33</td>
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<tr>
<td>APPENDIX 1</td>
<td>35</td>
</tr>
</tbody>
</table>
March 1, 2021

Mrs. Christine Burns – Village Manager  
Village of Spring Lake  
102 W. Savidge Street  
Spring Lake, MI 49546  

Subject: 106 S. Buchanan Street Redevelopment Proposal  

Dear Christine,  

We are honored to be considered as a qualified developer for the 106 S. Buchanan Street Redevelopment. Based on our previous experience with similar redevelopment projects in Michigan and unique offerings, we believe we are well qualified to meet and exceed your expectations for your project.

This proposal is valid and binding for ninety (90) days following the proposal due date (3/1/21) and will become part of the contract that is negotiated with the Village of Spring Lake.

We've put together the requested information attached and welcome any questions you may have. Again, we appreciate your time and consideration of working with us for 106 S. Buchanan Street.

Sincerely,  

Scott Geerlings, President and Owner  
Geerlings Development Company & Midwest Construction Group  
8516 Homestead Dr. Suite 102  
Zeeland, MI 49464  
O: (616) 772-6070 C: (616) 218-6793  

Tax ID # 36-4665706
ABOUT US

WHO WE ARE

"Midwest Built" isn't just a tagline or web domain, it's a philosophy. It means not settling for adequate but instead expecting the ethics and hard work that define Midwestern America, where a handshake has meaning and quality is the standard, not a surprise. It means the boots of workers who walk your grounds have been worn and tested with experience that comes from watching the sun rise and set on the job. It means your project is completed on time and in budget. Midwest Built means that your project planning, management, budgets and timelines are as important to us as they are to you.

Founded by industry veterans, Scott Geerlings, Brian VanBeveren and Jason Hall in 2010, Midwest Construction Group is a Michigan-based full-service commercial construction firm providing a wide range of services and solutions headquartered in Zeeland, MI. In addition to project delivery as a General Contractor or Construction Manager, Midwest offers comprehensive pre-construction services including feasibility studies, site selection and budgeting. Our partnership with Geerlings Development allows us to provide development services for clients looking for lease-to-own arrangements.

We’ve hand-picked the best of the best and will put our crew up against anyone in the industry. We’ll let our customers speak on our behalf and will stand on our experience and credibility in delivering quality work, on time and on budget.
SAFETY

COVID-19 Response

Internal Safety Policy
We have updated our existing Internal Safety Policy, which can be found on our website. This has been developed by the Construction Industry Safety Coalition (CISC) and revised by The Associated General Contractors of America (AGC). To review this policy, see Appendix 1.

COVID-19 Action Team
Midwest Construction Groups Safety Committee has an Action Team in place, devoted to establishing how we protect and support employees, subcontractors and our community while sharing information, reducing the potential for the spread of the virus and supporting the continuity of our operations. The team has developed and will continue to refine protocols for responding to COVID-19.

Meetings and Travel
Midwest is limiting in-person meetings, using remote conferencing technology tools and practicing social distancing when meeting in person.

Training
We are offering a virtual training program with SWMGT that all of our staff and subcontractors will be required to attend.
Midwest adheres to the belief that safety practices should never be sacrificed for production but rather considered an integral part of quality control, cost reduction and job efficiency. Every supervisor is responsible for his or her team's adherence to safety protocol.

Midwest has achieved a high level of safety consciousness and is proud of its achievement in accident prevention. However, as long as the possibility exists for even one person to suffer injury or illness, we must continue to strive for improvement.

Our policy is to accomplish work in the safest possible manner, consistent with good work practices through the following:

**Site Inspections**
Job sites are regularly inspected to ensure:
- Employees are wearing hard hats and other required safety gear.
- Fall protection equipment is being used when necessary.
- Guard railings are in place for scaffolding equipment and leading-edge work.
- Barricades are noticeable and of the appropriate size.
- GFCI protection and condition of electrical cords meet MIOSHA standards.
- Debris and other trip hazards are removed daily to maintain orderly and safe job sites.

**Subcontractor Inspections**
Midwest conducts frequent site inspections of all subcontractors to ensure they are in compliance with all MIOSHA standards. In addition, all subcontractors are required to have their own safety programs in place.

**Heavy Equipment Certification**
Midwest trains its employees in the use of tractor lifts, boom lifts, scissor lifts and other heavy equipment used on job sites.

**Safety Equipped Job Site Trailers**
All Midwest Construction Group job site trailers are equipped with first aid kits and other safety equipment such as fire extinguishers and water coolers. Federal and State safety guidelines are posted, and our Safety Director regularly visits to ensure the trailers are well equipped and maintained.

**First Aid and Adult CPR Training**
Midwest Construction Group provides first aid and adult CPR training to all its employees. Certification is renewed annually.
Drug and Alcohol Testing
Supervisors are trained to enforce the drug testing policy to administer alcohol tests to ensure that no employee is under the influence while on the job. Drug screening takes place prior to employment, following any accident and randomly.

Weekly Safety Meetings
All employees are required to attend weekly meetings in order to review safety practices, including training, injury prevention and accident reporting procedures. Below is a list of the items addressed each week:
- Drug and Alcohol compliance
- Confined space
- Hazardous atmospheres
- Hot work zones
- Work at heights
- Power tool safety
- Equipment operation
- Rigging
- Hazardous Chemicals/Materials
- Ergonomics
- Traffic Control

Safety Equipment
Midwest Construction Group employees are furnished with hard hats, high visibility vests and safety glasses with the following mandatory items on all job sites: hearing protection, dust masks and other specialized pieces of equipment provided when necessary.
SIMILAR PROJECT EXPERIENCE

The Curtis Center - Holland, MI

170 College Avenue (The Curtis Center) is a 3 story multi-tenant building with a fourth story loft space. The building gives a unique distinct gateway feel with the large four story tower and a main entrance below. The exterior finishes and design give it a timeless look that will last for many years.
SIMILAR PROJECT EXPERIENCE
The Hudson Center - Hudsonville, MI

Geerlings Development and Midwest Construction Group worked together to develop and build this mixed use building. The Hudson Center is a three-story mixed use building consisting of ground level retail space, second level commercial offices and third level residential apartments. The MEDC awarded a community development grant of $688,823.93 for this project.
SIMILAR PROJECT EXPERIENCE

The Hudson Center Phase II - Hudsonville, MI

After the successful completion of Hudson Center, Geerlings Development went to work with the city of Hudsonville to develop a second mixed use building. Currently in the planning phase, Geerlings Development is proposing another three-story building containing a parking structure to add much needed parking to the downtown Hudsonville area.
Geerlings Development is currently working with Integrated architecture on another project in the Holland area. This ten building project contains seven multi-family buildings, one rec-center, and two retail spaces, along with extensive walking paths for the general public to enjoy.
SIMILAR PROJECT EXPERIENCE

Black River Flats - Holland, MI

Midwest broke ground in 2020 on a new multi-family housing community in Holland. The plan includes nine three-story buildings with 8 apartments on each floor, totaling 7,000 square feet per floor.
SIMILAR PROJECT EXPERIENCE

Towers on River - Holland, MI

Geerlings Development is working with Integrated Architecture on another project in the downtown Holland area. Towers on River is a five-story multi-use building in the heart of downtown Holland. The first floor will be retail and restaurants. The second floor is a parking garage and office space. Then the remaining three floors will be high-end condominiums.
SIMILAR PROJECT EXPERIENCE

Lakeshore Medical Campus - Holland, MI

In 2000 Geerlings Development built the Lakeshore Medical Campus for Holland Hospital. This campus contains Holland Urgent-Care and other departments and physician practices.
SIMILAR PROJECT EXPERIENCE
Hope College Endzone Locker Room - Holland, MI

Geerlings Development and Midwest Construction were hired by Hope college to build the new locker-room at the Ray and Sue Smith Football Stadium.

This new locker-room will have a weight room, along with suites, offices and other amenities.
REFERENCES

1. **Ryan Kilpatrick | Executive Director | Housing Next | 115 Clover Street, Suite 300 Holland, MI 49423 | 616.430.8015**

We met Ryan in 2016 where we began conversations about the Hudson Center. In 2017 the construction began and was completed in 2018. Ryan worked for the MEDC and took us through the process of obtaining the Community Redevelopment Grant. Since he took his job with Housing Next, we have utilized him for various projects that we're currently working on including but not limited to Black River Flats, Lakewood Ave., and Towers on River (which we were just awarded the MEDC Brownfield grant this week).

2. **Patrick Waterman | City Manager | City of Hudsonville | 3275 Central Blvd. Hudsonville, MI 49426 | 616.669.0200 ext. 1418**

We began working with Patrick in 2016 on the Hudson Center project. Construction began in 2017 and was completed in 2018. We are still in communication with the City of Hudsonville on a Phase II project.

"Midwest Construction is a great community partner. We worked with Midwest Construction as they developed a new three-story building in the heart of Downtown Hudsonville. The team at Midwest was responsive and easy to work with. They were able to create a development that matched the vision for new development in our downtown. They are professional and have added a high-quality project to the Hudsonville market."

3. **Paul Brinks | CEO & President | Koops Inc. | 987 Productions Court Holland, MI 49423 | 616.395.0230**

Since 2017, we have worked with Koops on various projects throughout Michigan and South Carolina.

"Since the project of the Koops 965 Building is now complete, I wanted to extend my appreciation for a job well done to the Midwest Construction Team. This was a high value project that was well managed with a sense of urgency, while maintaining focus on quality and detail. The time line was kept to and the quality of the work was never sacrificed with shortcuts. The Midwest and Koops teams meshed very well. Fostering an environment that was rich with numerous value engineering activates ensuring the project budget was kept without sacrificing quality or timing of build out."

"
QUALITY ASSURANCE

Principal In Charge
Its always been part of our mission to ensure that one of the owners of Midwest is part of each project that we take on. We want each of our customers to feel important and valued and provided the same level of support and hospitality by having one of our owners involved on each project.

Project Manager
Each project will receive a project manager who will oversee all aspects of the building process while working closely with every part of the team to ensure your project is completed on time and in budget.

On-Site Superintendent
Most construction companies move superintendents between two or three projects at a given time. Midwest Construction Group assigns one superintendent to one project at a time. We do this because we know the efficiency comes from handling problems as they occur. We also know that our on-site superintendents take on more responsibility and feel more accountable because every project they work on carries their personal reputation with it.

Procore
Midwest utilizes the leading provider of cloud-based applications for construction, Procore. From bidding to opening doors, Procore allows us to monitor the landscape of all the projects in our portfolio and quickly flag potential issues. With centralized communication and tracking of key documents like drawings, contracts, RFI's, submittals and change orders, we're able to ensure that everyone on each project is updated in real time and assign accountability for roadblocks or miscommunication.
PROJECT TEAM
PERSONAL PROFILE

Scott has over 30 years of experience in commercial, industrial and residential construction. He specializes in commercial and industrial project development, turn-key project management, site development and property management. Scott has a keen knowledge of local real estate markets and a strong understanding of financial options available that are most advantageous to clients.

EDUCATION

Hope College
- Bachelor of Arts – Business and Economics

LICENSES + AFFILIATIONS

- Davenport University- University Foundation Board of Directors
- State of Michigan Residential Builders License
- Christ Memorial Church, Deacon
- West Coast Chamber of Commerce
- Michigan Chamber of Commerce
- Hudsonville Chamber of Commerce
- Lakeshore Advantage
- MEDC - Brownfield Redevelopment Grants and Community Re-development Grants

WORK EXPERIENCE

- Geerlings Development Company
  Owner, President
- JJG Property Management, Inc.
  Owner, President
- Lamar Construction Company
  President

PROJECT EXPERIENCE

- Anderson Family and Cosmetic Dentistry
  Holland, MI
- Brain + Spine Center
  Holland, MI
- Boar’s Head Provisions
  Holland, MI
- Children’s Advocacy Center
  Holland, MI
- Cloudberry Lodge at Burnt Store
  Burnt Store, FL
- Compassionate Heart Ministries
  Zeeland, MI
- The Edge Ice Arena
  Holland, MI
- Elhart Automotive Campus - Multiple Projects
  Holland, MI
- Holland Hospital Laboratory Office
  Zeeland, MI
- Hudson Center
  Hudsonville, MI
- Infiniti
  Grand Rapids, MI
- Lakeshore Medical Campus
  Holland, MI
- Merle Boes Gas Stations
  Multiple Locations
- MyImports
  Muskegon, MI
- National Tire Wholesale
  Grand Rapids, MI
- New Holland Brewery - Multiple Projects
  Holland, MI
- Port View Flats
  Grand Rapids, MI
- Tiara Yachts - Multiple Projects
  Holland, MI
- West Michigan Community Bank
  Multiple Locations
PERSONAL PROFILE

Jason has worked in all areas of the construction cycle, from finding the right piece of property that fits your needs to selecting the best pre-construction team to suit your needs (architectural and engineering). It’s key to have a construction professional on the team early to get the best value.

EDUCATION

Hope College
  - Bachelor of Arts

LICENSES + AFFILIATIONS

- Procore Certified
- CPR Certified

WORK EXPERIENCE

- Lamar Construction Company
  Business Development

PROJECT EXPERIENCE

- 414 E. 40th Street
  Holland, MI
- Artisan Medical
  Zeeland, MI
- Big Dutchman/PMSI
  Holland, MI/Lowell, MI
- Critter Farm
  Zeeland, MI
- Dutch Treat Foods
  Zeeland, MI
- ESPEC
  Hudsonville, MI
- Exact Engineering
  Holland, MI
- Firehouse Subs
  Multiple Locations
- Generation Care/Medical Office
  Grand Haven, MI
- Hilltop Golf Center
  Saugatuck, MI
- Hoekstra Electric
  Holland, MI
- Hope College
  Holland, MI
- Holland Surgery Center
  Holland, MI
- JMS/True Form Tool
  Holland, MI
- Koops, Inc.
  Multiple Locations
- Lakeshore Eyecare Center
  Holland, MI
- Laser Dynamics
  Allendale, MI
- Leprino Foods
  Multiple Locations
- Lincoln Hills Golf and Country Club
  Ludington, MI
- Lorence & Vander Zwart
  Holland, MI
- Macatawa Legends Golf and Country Club
  Holland, MI
- MW Watermark
  Holland, MI
- My Imports
  Muskegon, MI
- New Holland Brewing
  Holland, MI
- Preferred Truck & Trailer
  Holland, MI
- Quest Car Care Products
  Zeeland, MI
- Towers on River
  Holland, MI
PERSONAL PROFILE

Brian has over 20 years of experience in commercial and residential construction. Brian specializes in Design Build, Pre-engineered Buildings, General Construction and Construction Management projects.

EDUCATION

Ferris State University
- Bachelor of Science – Construction Management
- Associate of Science - Construction Technology
- Sigma Lambda Chi - Construction Honors Society

LICENSES + AFFILIATIONS

- 30 Hour OSHA Training
- National Association of State Contractors Licensing Agencies
- Procore Certified
- American Society of Professional Estimators - Board of Directors
- State of Michigan Residential Builders License
- American Council for Construction Education - Accredited
- American Institute of Constructors
- Certified Professional Constructor
- MDOT Density Control Certification

WORK EXPERIENCE

- Lamar Construction Company
  Chief Estimator
- Rockford Construction Company
  Estimator
- Christman Constructors Inc.
  Estimator/Project Manager
- Moore - Trooper Construction Company
  Apprentice Carpenter

PROJECT EXPERIENCE

- Captain Sundae Pirates Cove Mini Golf
  Holland, MI
- Compassionate Heart Ministries
  Zeeland, MI
- Elhart Automotive Campus - Multiple Projects
  Holland, MI
- Fasteners Inc
  Grand Rapids, MI
- Fire House Subs
  Multiple Locations
- Infiniti of Grand Rapids
  Grand Rapids, MI
- Jimmy Johns
  Multiple Locations
- Koops, Inc
  Holland, MI
- Liberty Dialysis
  Benton Harbor, MI
- Macatawa Bay Yacht Club
  Holland, MI
- Macatawa Bay Yacht Club Junior Sailing Center
  Holland, MI
- Med Express Urgent Care
  Multiple Locations
- Parkway Electric Maintenance Group
  Holland, MI
- Tiara Yachts
  Holland, MI
- Two Men and a Truck
  Grand Rapids, MI
- West Michigan Community Bank
  Multiple Locations
- West Michigan International
  Kalamazoo, MI
- Western Logistics
  Zeeland, MI
- Witness Inspection
  Zeeland, MI
- Zeeland Freight Service
  Zeeland, MI
TIM ISENGA
VIRTUAL DESIGN CONSTRUCTION SPECIALIST

PERSONAL PROFILE
Tim helps to support and improve the construction process as the Virtual Design Construction Specialist. He works with the team to ensure proper construction from the very beginning stages. Tim supports the team through helping find innovative solutions for various business and project needs.

EDUCATION
Ferris State University
• Bachelor of Science– Construction Management
Grand Rapids Community College
• Associates of Art

LICENSES + AFFILIATIONS
• Procore Certified
• OSHA 30 Hour
• CPR Certified
• Certified Equipment Operator
• FAA Drone License
• Remote Pilot Certification

WORK EXPERIENCE
• Plaggemars Construction Carpenter

PROJECT EXPERIENCE
• 653 Michigan Ave.
  Holland, MI
• National Tire Wholesale
  Grand Rapids, MI
• New Holland Brewing Company
  Holland, MI
• Port View Flats
  Grand Rapids, MI
• Tiara Yachts Corporate Facility
  Holland, MI
• West Michigan International
  Kalamazoo, MI
• Vicinia Gardens*
  Fenton, MI

*Projects prior to Midwest
DOUG VANDENBELDT
SITE SUPERINTENDENT

PERSONAL PROFILE
Doug Vandenbeldt has over 32 years of experience in commercial and residential construction. Doug specializes in leading teams of sub-contractors on large-scale commercial construction projects. Doug is skilled at working with sub-contractors to ensure each project is on time and on budget. Doug also provides clear direction and is safety-conscious and detail-oriented.

LICENSES + AFFILIATIONS
- Procore Certified
- CPR Certified
- OSHA 30 Hours

WORK EXPERIENCE
- Lamar Construction Company
  Project Superintendent
- Dejong Builders, Inc.
  Superintendent
- Wedeven Brothers Construction
  General Laborer

PROJECT EXPERIENCE
- Big Dutchman USA
  Holland, MI
- Compassionate Heart Ministries
  Zeeland, MI
- Crazy Horse Saloon
  Holland, MI
- Critter Farm
  Zeeland, MI
- DiMaggio’s
  Coloma, MI
- Dutch Treat Salads
  Zeeland, MI
- El Dorados
  Hudsonville, MI
- Global Part Source
  Holland, MI
- Hudson Center
  Hudsonville, MI
- JMS
  Holland, MI
- Leprino Foods
  Multiple Locations
- Merle Boes
  Multiple Locations
- MyImports
  Muskegon, MI
- National Tire Wholesale
  Grand Rapids, MI
- New Holland Brewing - 2020 Renovation
  Holland, MI
- Pack Ratz
  Fennville, MI
- PMSI
  Lowell, MI
- Vicinia Gardens
  Flint, MI
- West Michigan Flocking
  Covert, MI
- Western Logistics
  Zeeland, MI
- Wing Doozy
  Hudsonville, MI
- ZFS
  Zeeland, MI
TYLER THOMAS
SITE SUPERINTENDENT

PERSONAL PROFILE

Tyler Thomas has over 14 years of experience in commercial and residential construction. He specializes in interiors and general trades. Tyler has self-performed trades most of his career and excels at quality control, overseeing and leading these trades.

LICENSES + AFFILIATIONS

- Procore Certified
- CPR Certified
- OSHA 30 Hours
- Equipment Operator Permit

WORK EXPERIENCE

- Suburban Inns Design and Construction
  Assistant Site Superintendent, performed multiple trades
- Lamar Construction Company
  Caulking, Waterproofing, Pre-engineered Building Erection & General Trades
- AFFINITY FINANCIAL
  Hudsonville, MI
- COMFORT RESEARCH
  Grand Rapids, MI
- CODE GREEN CREATIVE
  Hudsonville, MI
- DORADOS GRILL AND BAR
  Hudsonville, MI
- DUTCH TREAT FOODS
  Zeeland, MI
- FIRE HOUSE SUBS
  Muskegon, MI
- HUDSON CENTER
  Hudsonville, MI
- HUDSON CENTER - SECOND STORY COUNSELING CENTER
  Hudsonville, MI
- LOG CABIN GAS STATION
  Greenville, MI
- LOU + MARIE
  Hudsonville, MI
- MED EXPRESS
  Plainfield, MI
- NATIONAL TIRE WHOLESALE
  Grand Rapids, MI
- FTG CONSTRUCTION SOLUTIONS
  Caulking, Masonry Washing, Block Insulation, Restoration
- OWEN DRYWALL LLC
  Hanging and Finishing Drywall
- PMSI
  Lowell, MI
- SPIN DANCE
  Holland, MI
- WEISS CHIROPRACTIC
  Spring Lake, MI
- WING DOOZY
  Hudsonville, MI
- WITNESS INSPECTION
  Holland, MI

PROJECT EXPERIENCE
DEFAULT

Midwest has never experienced any defaults.
SUMMARY

We appreciate the opportunity to be considered as a qualified developer for the 106 S. Buchanan Street Redevelopment. Based on our previous experience and unique offerings, we believe we are well qualified to meet and exceed your expectations for your project.

As a developer for nearly 30 years, I’ve had experience in developing commercial, industrial and retail properties throughout West Michigan. In 2010, Geerlings Development teamed up with Midwest Construction Group to leverage our knowledge, experience and resources to facilitate and complete developments that inspire owners and positively impact communities. We educate owners and investors to understand the challenges and benefits of modern-day commercial and residential real estate. This unique relationship offering development and general contractor services together is something that sets us apart.

In 2018, we completed the Hudson Center in Hudsonville, Michigan. This was developed by Geerlings Development Company with Midwest Construction Group being the general contractor. We see 106 S. Buchanan Street in Spring Lake as a very similar project and believe that our recent experience with successfully completing this mixed use building is something that would set us apart. The Hudson Center boasts first level retail, second level office space and 9 apartments on the third level. Within months of completion, the space was 100% occupied. We are purchasing property from the City of Hudsonville to begin our second project with them.

Like we stated, we envision 106 S. Buchanan Street as being a very similar project as the Hudson Center as well as the City of Zeeland which we’ve just been awarded. Given the community context of Spring Lake and seeing the success in Hudsonville, we believe it would be a success here too. Given our background and experience and your preliminary plans, we are confident that we could deliver what you’re looking for on time and within budget. The drawings shown are drawings that we will be doing for the City of Zeeland. In efforts to utilize your site well, we see your project being more of an L shape and about 30% larger.

The team we have to bring to the table includes myself, owner and president of Geerlings Development Company and co-owner and president of Midwest Construction Group, Jason Hall, Business Development and co-owner of Midwest Construction Group, Brian VanBeveren, Estimator and co-owner of Midwest Construction Group, Doug VanDenBeldt, Project Manager and Tyler Thomas, Site Superintendent. Doug and Tyler were our project manager and site superintendent for the Hudson Center making them a perfect fit for this project with their knowledge and experience from that project.
106 S Buchanan Street, Spring Lake
This Drawing Including Specifications, Concepts, and arrangements remain the property of Midwest Construction Group. It shall not be copied, disclosed to third parties, or used to perform or complete work without the approval of Midwest Construction Group.
This Drawing Including Specifications, Concepts, and arrangements remain the property of Midwest Construction Group. It shall not be copied, disclosed to third parties, or used to perform or complete work without the approval of Midwest Construction Group.

106 S Buchanan Street, Spring Lake

Floor Plans

A3

3 / 1 / 2021
COST OF SERVICES

a. We do not know what the price to purchase the property should be but we estimated $100,000.

b. On this project Geerlings Development will be utilizing multiple development incentives and community support such as:

- Currently we are thinking, and have spoken with Dana with the MEDC, of using a Community Redevelopment Grant but we will be looking at and exploring other tools and grants with the MEDC as well.
- Brownfield/Tax Increment Finance (TIF) or Payment in lieu of taxes (PILOT) - we would use what works best for the city and the developer
INSURANCE
## Certificate of Liability Insurance

**Producer:** CapSure Insurance Group Inc  
146 Monroe Center NW, Suite 610  
Grand Rapids, MI 49503

**Insured:** Midwest Construction Group, Inc.  
Geerlings Development Co.  
8516 Homestead Drive, Suite 102  
Zeeland, MI 49464

**Contact:** rob@capsureins.com  
Rob Ter Horst  
(616) 836-1361

**Certificate Number:** BKS5689673

### General Liability

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<th>Policy Eff / Exp</th>
<th>Limits</th>
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<td>07/01/2021</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES: $300,000</td>
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<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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### Umbrella Liability

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<td>(Per accident): $</td>
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### Contractors Errors & Omissions

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**Certificate Holder:** General

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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COVID-19 Exposure Prevention, Preparedness, and Response Plan for Construction

Midwest Construction Group takes the health and safety of our employees very seriously. With the spread of the coronavirus or “COVID-19,” a respiratory disease caused by the SARS-CoV-2 virus, we all must remain vigilant in mitigating the outbreak. This is particularly true for the construction industry, on projects which have been deemed “essential” during this Declared National Emergency. In order to be safe and maintain operations, we have developed this COVID-19 Exposure Prevention, Preparedness, and Response Plan to be implemented throughout the Company and at all of our “essential” jobsites. We have also identified a team of employees to monitor available U.S. Center for Disease Control and Prevention (“CDC”) and Occupational Safety and Health Administration (“OSHA”) guidance on the virus.

This Plan is based on currently available information from the CDC and OSHA, and is subject to change based on further information provided by the CDC, OSHA, and other public officials. The Company may also amend this Plan based on operational needs.

I. Responsibilities of Managers and Supervisors

All managers and supervisors must be familiar with this Plan and be ready to answer questions from employees. Managers and supervisors must set a good example by following this Plan at all times. This involves practicing good personal hygiene and jobsite safety practices to prevent the spread of the virus. Managers and supervisors must encourage this same behavior from all employees.

II. Responsibilities of Employees

We are asking every one of our employees to help with our prevention efforts while at work. In order to minimize the spread of COVID-19 at our jobsites, we all must play our part. As set forth below, the Company has instituted various housekeeping, social distancing, and other best practices at our jobsites. All employees must follow these. In addition, employees are expected to report to their managers or supervisors if they are experiencing signs or symptoms
of COVID-19, as described below. If you have a specific question about this Plan or COVID-19, please ask your manager or supervisor. If they cannot answer the question, please contact Derek Eade (616) 848-1875.

OSHA and the CDC have provided the following control and preventative guidance to all workers, regardless of exposure risk:

- Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol.

- Avoid touching your eyes, nose, or mouth with unwashed hands.

- Follow appropriate respiratory etiquette, which includes covering for coughs and sneezes.

- Avoid close contact with people who are sick.

In addition, employees must familiarize themselves with the symptoms of COVID-19:

- Coughing;

- Fever;

- Shortness of breath, difficulty breathing; and

- Early symptoms such as chills, body aches, sore throat, headache, diarrhea, nausea/vomiting, and runny nose.

If you develop a fever and symptoms of respiratory illness, such as cough or shortness of breath, DO NOT GO TO WORK and call your healthcare provider right away. Likewise, if you come into close contact with someone showing these symptoms, call your healthcare provider right away.

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### III. Job Site Protective Measures

The Company has instituted the following protective measures at all jobsites.

#### A. General Safety Policies and Rules

- Any employee/contractor/visitor showing symptoms of COVID-19 will be asked to leave the jobsite and return home.
• Safety meetings will be online, if possible. If safety meetings are conducted in-person, attendance will be collected verbally and the foreman/superintendent will sign-in each attendee. Attendance will not be tracked through passed-around sign-in sheets or mobile devices. During any in-person safety meetings, avoid gathering in groups of more than 10 people and participants must remain at least six (6) feet apart.

• Employees must avoid physical contact with others and direct employees/contractors/visitors to increase personal space to at least six (6) feet, where possible. Where work trailers are used, only necessary employees should enter the trailers and all employees should maintain social distancing while inside the trailers.

• All in-person meetings will be limited. To the extent possible, meetings will be conducted online or by phone.

• Employees will be encouraged to stagger breaks and lunches, if practicable, to reduce the size of any group at any one time to less than ten (10) people.

• The Company understands that due to the nature of our work, access to running water for hand washing may be impracticable. In these situations, the Company will provide, if available, alcohol-based hand sanitizers and/or wipes.

• Employees should limit the use of co-workers’ tools and equipment. To the extent tools must be shared, the Company will provide alcohol-based wipes to clean tools before and after use. When cleaning tools and equipment, consult manufacturing recommendations for proper cleaning techniques and restrictions.

• Employees are encouraged to limit the need for N95 respirator use, by using engineering and work practice controls to minimize dust. Such controls include the use of water delivery and dust collection systems, as well as limiting exposure time.

• The Company will divide crews/staff into two (2) groups where possible so that projects can continue working effectively in the event that one of the divided teams is required to quarantine.

• As part of the division of crews/staff, the Company will designate employees into dedicated shifts, at which point, employees will remain with their dedicated shift for the reminder of the project. If there is a legitimate reason for an employee to change shifts, the Company will have sole discretion in making that alteration.

• Employees are encouraged to minimize ride-sharing. While in vehicle, employees must ensure adequate ventilation.
• If practicable, employees should use/drive the same truck or piece of equipment every shift.

• In lieu of using a common source of drinking water, such as a cooler, employees should use individual water bottles.

B. Workers entering Occupied Building and Homes

• When employees perform construction and maintenance activities within occupied homes, office buildings, and other establishments, these work locations present unique hazards with regards to COVID-19 exposures. All such workers should evaluate the specific hazards when determining best practices related to COVID-19.

• During this work, employees must sanitize the work areas upon arrival, throughout the workday, and immediately before departure. The Company will provide alcohol-based wipes for this purpose.

• Employees should ask other occupants to keep a personal distance of six (6) feet at a minimum. Workers should wash or sanitize hands immediately before starting and after completing the work.

C. Job Site Visitors

• The number of visitors to the job site, including the trailer or office, will be limited to only those necessary for the work.

• All visitors will be screened in advance of arriving on the job site. If the visitor answers “yes” to any of the following questions, he/she should not be permitted to access the jobsite:
  
  o Have you been confirmed positive for COVID-19?

  o Are you currently experiencing, or recently experienced, any acute respiratory illness symptoms such as fever, cough, or shortness of breath?

  o Have you been in close contact with any persons who has been confirmed positive for COVID-19?

  o Have you been in close contact with any persons who have traveled and are also exhibiting acute respiratory illness symptoms?
• Site deliveries will be permitted but should be properly coordinated in line with the employer’s minimal contact and cleaning protocols. Delivery personnel should remain in their vehicles if at all possible.

D. Personal Protective Equipment and Work Practice Controls

• In addition to regular PPE for workers engaged in various tasks (fall protection, hard hats, hearing protection), employers will also provide:

  o Gloves: Gloves should be worn at all times while on-site. The type of glove worn should be appropriate to the task. If gloves are not typically required for the task, then any type of glove is acceptable, including latex gloves. Employees should avoid sharing gloves.

  o Eye protection: Eye protection should be worn at all times while on-site.

  o **NOTE:** The CDC is currently not recommending that healthy people wear N95 respirators to prevent the spread of COVID-19. Employees should wear N95 respirators if required by the work and if available.

• Due to the current shortage of N95 respirators, the following Work Practice Controls should be followed:

  o Keep dust down by using engineering and work practice controls, specifically through the use of water delivery and dust collection systems.

  o Limit exposure time to the extent practicable.

  o Isolate workers in dusty operations by using a containment structure or distance to limit dust exposure to those employees who are conducting the tasks, thereby protecting nonessential workers and bystanders.

• Institute a rigorous housekeeping program to reduce dust levels on the jobsite.

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IV. Job Site Cleaning and Disinfecting

The Company has instituted regular housekeeping practices, which includes cleaning and disinfecting frequently used tools and equipment, and other elements of the work environment, where possible. Employees should regularly do the same in their assigned work areas.

• Jobsite trailers and break/lunchroom areas will be cleaned at least once per day. Employees performing cleaning will be issued proper personal protective
equipment ("PPE"), such as nitrile, latex, or vinyl gloves and gowns, as recommended by the CDC.

- Any trash collected from the jobsite must be changed frequently by someone wearing nitrile, latex, or vinyl gloves.

- Any portable jobsite toilets should be cleaned by the leasing company at least twice per week and disinfected on the inside. The Company will ensure that hand sanitizer dispensers are always filled. Frequently touched items (i.e. door pulls and toilet seats) will be disinfected frequently.

- Vehicles and equipment/tools should be cleaned at least once per day and before change in operator or rider.

- If an employee has tested positive for COVID-19, OSHA has indicated that there is typically no need to perform special cleaning or decontamination of work environments, unless those environments are visibly contaminated with blood or other bodily fluids. Notwithstanding this, the Company will clean those areas of the jobsite that a confirmed-positive individual may have come into contact with before employees can access that work space again.

- The Company will ensure that any disinfection shall be conducted using one of the following:
  - Common EPA-registered household disinfectant;
  - Alcohol solution with at least 60% alcohol; or
  - Diluted household bleach solutions (these can be used if appropriate for the surface).

- The Company will maintain Safety Data Sheets of all disinfectants used on site.

V. Jobsite Exposure Situations

- **Employee Exhibiting COVID-19 Symptoms**

If an employee exhibits COVID-19 symptoms, the employee must remain at home until he or she is symptom free for 72 hours (3 full days) without the use of fever-reducing or other symptom-altering medicines (e.g., cough suppressants). The Company will similarly require an employee that reports to work with symptoms to return home until they are symptom free.
for 72 hour (3 full days). To the extent practical, employees are required to obtain a doctor’s note clearing them to return to work.

- **Employee Tests Positive for COVID-19**

An employee that tests positive for COVID-19 will be directed to self-quarantine away from work. Employees that test positive and are symptom free may return to work when at least seven (7) days have passed since the date of his or her first positive test, and have not had a subsequent illness. Employees that test positive and are directed to care for themselves at home may return to work when: (1) at least 72 hours (3 full days) have passed since recovery;\(^1\) and (2) at least seven (7) days have passed since symptoms first appeared. Employees that test positive and have been hospitalized may return to work when directed to do so by their medical care provider. The Company will require an employee to provide documentation clearing their return to work.

- **Employee Has Close Contact with a Tested Positive COVID-19 Individual**

Employees that have come into close contact with a confirmed-positive COVID-19 individual (co-worker or otherwise), will be directed to self-quarantine for 14 days from the last date of close contact with the carrier. Close contact is defined as six (6) feet for a prolonged period of time.

If the Company learns that an employee has tested positive, the Company will conduct an investigation into co-workers that may have had close contact with the confirmed-positive employee in the prior 14 days and direct those individuals that have had close contact with the confirmed-positive employee to self-quarantine for 14 days from the last date of close contact with the carrier. If an employee learns that he or she has come into close contact with a confirmed-positive individual outside of the workplace, he/she must alert a manager or supervisor of the close contact and also self-quarantine for 14 days from the last date of close contact with the carrier.

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### VI. OSHA Recordkeeping

If a confirmed case of COVID-19 is reported, the Company will determine if it meets the criteria for recordability and reportability under OSHA’s recordkeeping rule. OSHA requires construction employers to record work-related injuries and illnesses that meet certain severity criteria on the OSHA 300 Log, as well as complete the OSHA Form 301 (or equivalent) upon the occurrence of these injuries. For purposes of COVID-19, OSHA also requires employers to report to OSHA any work-related illness that (1) results in a fatality, or (2) results in the in-

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\(^1\) Recovery is defined as: (1) resolution of fever with the use of fever-reducing medications; and (2) improvement in respiratory symptoms (e.g., cough, shortness of breath).
patient hospitalization of one or more employee. “In-patient” hospitalization is defined as a formal admission to the in-patient service of a hospital or clinic for care or treatment.

OSHA has made a determination that COVID-19 should not be excluded from coverage of the rule – like the common cold or the seasonal flu – and, thus, OSHA is considering it an “illness.” However, OSHA has stated that only confirmed cases of COVID-19 should be considered an illness under the rule. Thus, if an employee simply comes to work with symptoms consistent with COVID-19 (but not a confirmed diagnosis), the recordability analysis would not necessarily be triggered at that time.

If an employee has a confirmed case of COVID-19, the Company will conduct an assessment of any workplace exposures to determine if the case is work-related. Work-relatedness is presumed for illnesses that result from events or exposures in the work environment, unless it meets certain exceptions. One of those exceptions is that the illness involves signs or symptoms that surface at work but result solely from a non-work-related event or exposure that occurs outside of the work environment. Thus, if an employee develops COVID-19 solely from an exposure outside of the work environment, it would not be work-related, and thus not recordable.

The Company’s assessment will consider the work environment itself, the type of work performed, risk of person-to-person transmission given the work environment, and other factors such as community spread. Further, if an employee has a confirmed case of COVID-19 that is considered work-related, the Company will report the case to OSHA if it results in a fatality within 30 days or an in-patient hospitalization within 24-hours of the exposure incident occurring.

VII. “Essential” Industry

Several States and localities are issuing orders that prohibit work and travel, except for essential businesses. In general, construction work has been deemed essential and the Company is committed to continuing operations safely. If upon your travel to and from the worksite, you are stopped by State or local authorities, you will be provided a letter that you can show the authorities indicating that you are employed in an “essential” industry and are commuting to and from work.

VIII. Confidentiality/Privacy

Except for circumstances in which the Company is legally required to report workplace occurrences of communicable disease, the confidentiality of all medical conditions will be maintained in accordance with applicable law and to the extent practical under the
circumstances. When it is required, the number of persons who will be informed of an employee’s condition will be kept at the minimum needed not only to comply with legally-required reporting, but also to assure proper care of the employee and to detect situations where the potential for transmission may increase. A sample notice to employees is attached to this Plan. The Company reserves the right to inform other employees that a co-worker (without disclosing the person’s name) has been diagnosed with COVID-19 if the other employees might have been exposed to the disease so the employees may take measures to protect their own health.

IX. Remote Work

We are requiring employees that any job that can be completed remotely, must be done so. There are a few exceptions for various job title’s including:

- Controller: to cut checks, get the mail, deposit bills, and payroll
- Office Manager and Executive Assistant: Process and sort incoming mail, issue checks, bring deposits to bank, file everything processed, reconcile bank and credit card statements and access files in office.
- Site Superintendents: Keep job sites policed
- Accounting Assistant: to cut checks, get the mail, deposit bills, and complete waivers

All other jobs should remain working outside of the office unless certain job duties cannot be completed. When employees must work in the office, we will require masks/face coverings 100% of the time unless you’re in a private office (by yourself). In addition to wearing your mask, we ask that you maintain social distancing while in the office. In person meetings are strongly discouraged but if they must be done, we will require masks and social distancing. Any person that walks into our office or on to a job site, must complete a health screen questionnaire.

We will deny entry or service to all persons refusing to wear face masks while gathered.

*A “face mask” means a tightly woven cloth or other multi-layer absorbent material that closely covers an individual’s mouth and nose.

X. General Questions
Given the fast-developing nature of the COVID-19 outbreak, the Company may modify this Plan on a case by case basis. If you have any questions concerning this Plan, please contact Derek Eade (616) 848-1875.
Essential Industry Employee

Re: Shelter-in-Place Orders

To whom it may concern:

Please be informed that the bearer of this letter is employed at Midwest Construction Group located at 8516 Homestead Dr. Suite 102, Zeeland, MI 49464. The Company is a General Contractor. We have reviewed all applicable Orders and have determined that our operations qualify as essential/critical infrastructure and that we are able to continue to operate under those Orders.

Employees in possession of this letter have been deemed essential to the minimum basic operations of our business. All non-essential personnel have been notified to work remotely until further notice. Employees who are critical to the minimum basic operations of the business have been instructed to comply with social distancing rules/requirements in the jurisdiction, as well as other safety and health precautions.

If you have questions regarding the nature or scope of this letter, please do not hesitate to contact Scott Geerlings at (616) 218-6793.

Sincerely,

Scott Geerlings
President
Employee Notification

DATE:

TO: [CLOSE CONTACT EMPLOYEE]

FROM: Derek Eade

We have been informed by one of our [employees/customer/vendor/etc] working at [SITE] that he/she has a confirmed case of COVID-19, commonly known as “Coronavirus,” based on test results obtained on [DATE]. Per company policy, this [employee/customer/vendor/etc] has been directed to self-quarantine until permitted to return to work.

We are alerting you to this development because, based on the Company’s investigation, we believe that you may have come into contact with the confirmed-positive case, on or about [DATE]. Based on Company policy we are directing you not to report to work (i.e., self-quarantine) until, at least, [14 days from last contact with confirmed case]. In the interim, we encourage you to seek medical advice and a COVID-19 test, especially if you are exhibiting symptoms of the virus.

If you do not test positive for COVID-19, or experience symptoms, by [14 days from last contact with confirmed case], you may return to work. However, please inform [COMPANY CONTACT] if any of the following occur during your self-quarantine: you experience flu-like symptoms, including fever, cough, sneezing, or sore throat; or you test positive for COVID-19.

We are committed to providing a safe environment for all of our employees and top quality service to our customers. It is in the interest of those goals that we provide this information out of an abundance of caution.

We also want to take this opportunity to remind you that one of our core values as a company is respect for and among our employees [or customers]. We will treat information regarding the identity of employees [or customers] with suspected or confirmed cases of COVID-19 as confidential to the extent practicable and will comply with applicable laws regarding the handling of such information. Further, per Company policy, we will not tolerate harassment of, or discrimination or retaliation against, employees [or anyone].

Please contact Derek Eade at (616) 848-1875 if you have any questions or concerns.

For more information about COVID-19, please visit the CDC website at: http://www.cdc.gov/coronavirus/2019-ncov/index.html
COVID-19 Checklist for Employers and Employees

**Know the Symptoms of COVID-19**
- Coughing, fever, shortness of breath, and difficulty breathing.
- Early symptoms may include chills, body aches, sore throat, headache, diarrhea, nausea/vomiting, and runny nose. If you develop a fever and symptoms of respiratory illness, DO NOT GO TO WORK and call your health-care provider immediately. Do the same thing if you come into close contact with someone showing these symptoms.

**Employer Responsibilities**
- Conduct safety meetings (toolbox talks) by phone or online if possible. If not, instruct employees to maintain 6-feet between each other. The foreman-supervisor will track attendance verbally rather than having employees sign an attendance sheet.
- Access to the job site and work trailer will be limited to only those necessary for the work.
- All visitors will be pre-screened to ensure they are not exhibiting symptoms.
- Employees, contractors, and visitors will be asked to leave the jobsite and return home if they are showing symptoms.
- Provide hand sanitizer and maintain Safety Data Sheets of all disinfectants used on site.
- Provide protective equipment (PPE) to any employees assigned cleaning/disinfecting tasks.
- Talk with business partners about your response plans. Share best practices with other businesses in your communities (especially those in your supply chain), chambers of commerce, and associations to improve community response efforts.

**Employee Responsibilities**
- Become familiar with the Exposure Action Plan and follow all elements of the Plan.
- Practice good hygiene: wash hands with soap and water for at least 20 seconds. If these are not available, use alcohol-based hand rub with at least 60% alcohol. Avoid touching your face, eyes, food, etc. with unwashed hands.

**Cleaning/Disinfecting Job Sites and Other Protective Measures**
- Clean and disinfect frequently used tools and equipment on a regular basis. This includes other elements of the jobsite where possible. Employees should regularly do the same in their assigned work areas.
- Clean shared spaces such as trailers and break/lunchrooms at least once per day.
- Disinfect shared surfaces (door handles, machinery controls, etc.) on a regular basis.
- Avoid sharing tools with co-workers. If not, disinfect before and after each use.
- Arrange for any portable job site toilets be cleaned by the leasing company at least twice per week and disinfected on the inside.
- Trash collected from the jobsite must be changed frequently by someone wearing gloves.

**Personal Protective Equipment and Alternate Work Practice Controls**
- Provide and wear the proper PPE.
- Keep the dust down by using engineering and work practice controls, specifically through the use of water delivery and dust collection systems.
COVID-19 Toolbox Talk

What is COVID-19?

The novel coronavirus, COVID-19 is one of seven types of known human coronaviruses. COVID-19, like the MERS and SARS coronaviruses, likely evolved from a virus previously found in animals. The remaining known coronaviruses cause a significant percentage of colds in adults and children, and these are not a serious threat for otherwise healthy adults.

Patients with confirmed COVID-19 infection have reportedly had mild to severe respiratory illness with symptoms such as fever, cough, and shortness of breath.

According to the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention (“CDC”), Chinese authorities identified an outbreak caused by a novel—or new—coronavirus. The virus can cause mild to severe respiratory illness. The outbreak began in Wuhan, Hubei Province, China, and has spread to a growing number of other countries—including the United States.

How is COVID-19 Spread?

COVID-19, like other viruses, can spread between people. Infected people can spread COVID-19 through their respiratory secretions, especially when they cough or sneeze. According to the CDC, spread from person-to-person is most likely among close contacts (about 6 feet). Person-to-person spread is thought to occur mainly via respiratory droplets produced when an infected person coughs or sneezes, like how influenza and other respiratory pathogens spread. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It is currently unclear if a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes.

In assessing potential hazards, employers should consider whether their workers may encounter someone infected with COVID-19 in the course of their duties. Employers should also determine if workers could be exposed to environments (e.g., worksites) or materials (e.g., laboratory samples, waste) contaminated with the virus.

Depending on the work setting, employers may also rely on identification of sick individuals who have signs, symptoms, and/or a history of travel to COVID-19-affected areas that indicate potential infection with the virus, in order to help identify exposure risks for workers and implement appropriate control measures.

There is much more to learn about the transmissibility, severity, and other features associated with COVID-19, and investigations are ongoing.
COVID-19 Prevention and Work Practice Controls:

Worker Responsibilities

- Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol. Always wash hands that are visibly soiled.
- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Avoid touching your eyes, nose, or mouth with unwashed hands.
- Avoid close contact with people who are sick.
- Employees who have symptoms (i.e., fever, cough, or shortness of breath) should notify their supervisor and stay home—DO NOT GO TO WORK.
- Sick employees should follow CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local health departments.

General Job Site / Office Practices

- Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA’s criteria for use against SARS-CoV-2, the cause of COVID-19, and are appropriate for the surface.
- Avoid using other employees’ phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.
- Clean and disinfect frequently used tools and equipment on a regular basis.
  - This includes other elements of the jobsite where possible.
  - Employees should regularly do the same in their assigned work areas.
- Clean shared spaces such as trailers and break/lunchrooms at least once per day.
- Disinfect shared surfaces (door handles, machinery controls, etc.) on a regular basis.
- Avoid sharing tools with co-workers if it can be avoided. If not, disinfect before and after each use.
- Arrange for any portable job site toilets to be cleaned by the leasing company at least twice per week and disinfected on the inside.
- Any trash collected from the jobsite must be changed frequently by someone wearing gloves.
- In addition to regular PPE for workers engaged in various tasks (fall protection, hard hats, hearing protection), employers will also provide:
  - Gloves: Gloves should be worn at all times while on-site. The type of glove worn should be appropriate to the task. If gloves are not typically required for the task, then any type of glove is acceptable, including latex gloves. Gloves should not be shared if at all possible.
  - Eye protection: Eye protection should be worn at all times while on-site.
TO: Village President Mark Powers & Council Members
FROM: Wally Delamater, Director, Spring Lake DPW
DEPT: Water Department
DATE: March 8, 2021
RE: Savidge Street Sewer

**Background:** The section of sewer main (439 lf) on Savidge from Buchanan west to Jackson has ongoing maintenance issue. Recent issues required a contractor to clean and televise that section of main. The video revealed several minor defects, infiltration and actual portion of a clay tiles missing. The main had previously had a couple spot repairs. I am not sure a spot repair is the best alternative in this case. The Village Engineer and lining company also reviewed the video for repair options. It was determined it could be lined and leaks and defects would be repaired. The MDOT M-104 resurfacing project is set to begin in June. We may be able to complete a lining project after the resurfacing project. The concern is the missing piece of pipe tile may degrade and cause a sink hole before we can affect repair.

**Issues & Questions Specified:**

**Alternatives:** Lining the main is the more costly alternative, but it is the best long-term solution to preserving the integrity on the sanitary sewer main. It is recommended that a repair be made before the road resurfacing project.

The alternative is dig at least two holes in Savidge to perform for spot repairs. This option would cost about two thirds of the lining cost.

**Financial Impact:** This was not a budgeted item from the sewer department. It is a new expense. Construction would not occur until 21/22 budget.

**Recommendations:** Recommend Village Council approve one of the methods for repair.

**Attachments:** AEGION Insituform proposal to line the main.
February 25, 2021

To: Village of Spring Lake, MI  
102 W Savidge Street  
Spring Lake, MI 49456

C/O: Ryan Arends, P.E.  
Moore & Bruggink Consulting Engineers  
2020 Monroe Avenue  
Grand Rapids, MI 49505  
Ph: (616) 363-9801  
Cell: (616) 638-3137  
rarends@mbce.com

Project Name: 8" Cured In Place Pipe (CIPP) Lining Proposal  
AAJA-ZCZCA8  
Spring Lake, MI

Insituform Technologies USA, LLC, herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

Assumptions and Qualifications

A site review was performed for this project. If conditions are materially different from those communicated to Insituform Technologies USA, LLC., we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold Insituform Technologies USA, LLC. harmless from all claims arising from backups and other effects of such actions or inaction’s from services not opened at the owner’s request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, LLC. for all construction phases of this project. Insituform Technologies USA, LLC. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line, traffic control, and point repairs if needed. Installation can be completed after point repairs and accesses to both ends are completed.

Proposal Pricing

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Proposal Inclusions

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Pipe line cleaning. Loose debris and “normal” deposits only. Extraordinary conditions will need to be treated as a point repair.
3. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
4. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
5. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
6. Confined space safe entry practices.
7. One-year standard construction warranty.
8. Certificate of insurance with a standard coverage (Does not include Primary and Non-Contributory Coverage)

Proposal Exclusions

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, LLC.:

a) Clear access to sewer through new or existing manhole, manhole frame and chimney/corbel removed.
b) Access to a sanitary sewer on site to dispose of cure water.
c) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.
d) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
e) Manual operation of any pumping and/or metering stations.
f) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
g) Legal dumpsite for debris resulting from pipe cleaning.
h) **If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor will be responsible for the removal and disposal of the materials.**
i) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
j) Manhole installation, rehabilitation, and/or replacement, if needed to install CIPP.
k) Project permits and/or local licenses.
l) State and local sales and/or use taxes on the value of the project. If you are exempt please submit the appropriate documentation.
m) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
n) Performance and Payment Bond not included. This is available upon request, but if required please add 2.5% to the total project cost.
a) Limits of Liability. In consideration of Insituform Technologies USA, LLC.’s agreement to maintain no less than $5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, LLC.’s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, LLC. harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR’S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Notwithstanding anything to the contrary set forth in the Contract, neither party shall be liable to the other or any third party for consequential damages relating to or arising out of the Contract.

d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.

e) Quantities are estimated. Unit prices apply for actual invoice and payment.

f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.

h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, LLC.

i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

Offered By: Insituform Technologies USA, LLC.

Accepted By: Insituform Technologies USA, LLC.

Jay B. Ferguson
Business Development Manager

Signature

Name/Title

Organization

Organization Address

Date:

Is this Project Tax Exempt? ________ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? ______ Are there wage rates? _________. If yes, please provide a copy of the wage rates.

Project Insurance Requirements attached ______ (please provide project insurance requirements or attach a sample cert of insurance)

Project Owner: Name ___________________________ Address __________________________________________

Project Location: City __________________________ State ___________ Zip ___________

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.
**WORK SESSION AGENDA REPORT**

TO: Village President Mark Powers & Council Members  
FROM: Wally Delamater, Director, Spring Lake DPW  
DEPT: Water Department  
DATE: March 8, 2021  
RE: Cutler Street south end

**Background:** During the process of installing the new force main, South Cutler road surface was removed. Taking advantage of the project, the Village installed a new 6” water main at the time and a change order was made to the project scope. The high water levels made resurfacing the south 1/3 of the street impossible to complete. A decision was made to trade the cost of the water main installation for resurfacing of the street.

Staff requested the Village Engineer (Ryan Arends, Moore & Bruggink) provide an estimate to perform design engineering for the completion of the street. Using the Village engineer proved costly as all the plans would have to be designed from scratch. Prein & Newhof (P&N) was the project engineer that provided the surveys, soil borings and plans for the original force main project. P&N was contacted for a proposal. They would be able to use existing plans they previously developed. A parking lot would be added at the south end of the street, similar to what was designed during the Tanglefoot Park community engagement meetings. DPW staff would bid the actual construction and oversee the construction. This process will prove to be a tremendous cost savings.

**Issues & Questions Specified:** Should Village Council use P&N for engineering services and allow DPW staff the oversite of the project?

**Alternatives:** Utilize the Village engineering firm (M&B) who provided an estimate for project engineering. Staff has spoken with Ryan Arends from M&B and he is comfortable with the recommendations of staff.

**Financial Impact:** This was not a budgeted item from any department. It is a new expense. Construction would not occur until 21/22 budget.

**Recommendations:** Accept the proposal from P&N for engineering of the South Cutler Street road end date February 24, 2021 and authorize the expenditure of $9,500.

**Attachments:**

Moore & Bruggink Proposal  
Prein & Newhof Proposal
February 9, 2021

Proposal – Cutler Street

Mr. Wally Delamater
Village of Spring Lake
102 West Savidge Street
Spring Lake, Michigan 49456

Dear Mr. Delamater,

Moore+Bruggink, Inc., is pleased to provide a proposal for design and construction engineering services for the completion of Cutler Street and construction of a parking lot linked to Mill Point Park located in the Village of Spring Lake, Ottawa County, Michigan.

We understand that Cutler Street was not finished during the 2019 force main replacement project and now the Village wishes to finish Cutler Street and construct a small parking lot to link Cutler Street to Mill Point Park.

Based on this background, our services for the design and construction engineering will include the following:

1. **Topographic Survey:** Our experienced survey crew will perform a full topographic and boundary survey of the project area where the Cutler Street and parking lot improvements are to be made. This survey will give us a base map of the removal and improvement plans and allow us to log all construction-related items. This information will serve as a base for the design of the planned improvements.

2. **Site Review & Soil Borings:** We will review the site and specify soil boring locations to determine the makeup of the existing underlying soils within the project area. We will then have an experienced inspector perform the soil borings and log the results for review and design purposes. A project of this scale typically requires 2 to 3 soil borings to obtain a uniform picture of existing pavement cross section and underlying soil makeup.

3. **Prepare Plans:** Based on Work Items 1 and 2 above, we will prepare preliminary removal and improvement plans, detail sheets, and cost estimates for Village review.

4. **Prepare and Apply for All Permits:** We anticipate that a Soil Erosion and Sedimentation Control (SESC) permit will be required. Moore+Bruggink will provide all documentation for the permit applications.

5. **Contract Quantities:** We will confirm the project scope and compile pay items with quantities for the project. We will finalize an engineer’s estimate of project costs
prior to bidding and review with the Village to confirm project budgets. We will identify and discuss any areas of potential project savings with you and your staff.

6. **Bid Documents**: We will prepare contract documents that meet Village requirements. These documents include progress schedules, maintenance of traffic requirements, construction special provisions, and a unit price engineer’s estimate. These documents will then be advertised for bidding on behalf of the Village.

7. **Bid Services**: Moore+Bruggink will respond to questions from bidders throughout the bid process and issue addendums if necessary. We will then assist the Village at the bid opening, review/analyze the low bid, and prepare a final project budget for the Village.

8. **Preconstruction Meetings**: Upon confirmation of the low bid and award by the Village, we will coordinate and schedule a preconstruction meeting with the contractor, Village representatives, and utility companies. The meeting will be an opportunity to verbally reinforce any special work items that are identified in the design. We will also review permit requirements, communication plans, and project schedules.

9. **Construction Staking**: Our survey crew will field stake all proposed improvements for the contractor. This will ensure the project is constructed per plan to meet necessary budget constraints.

10. **Construction Inspection**: Moore+Bruggink will provide construction inspection for the project. We have estimated a three-week construction period in which we will monitor all stages of construction to ensure the project is constructed per the plans and specifications. We will prepare a final pay estimate based on as-built quantities in each phase at the completion of the work. We will also prepare all necessary contract change orders.

11. **Testing**: Moore+Bruggink will coordinate all necessary testing as required by the Village. This will ensure all construction materials meet the specified requirements for gradation, density, and placement procedures. We will also collect material certifications and track all materials used during construction.

12. **Construction Records**: Based on previous projects, we anticipate a few days following construction to complete the necessary record file keeping and as-built documents. During this period, the inspector will obtain as-built measurements and drawings, prepare final pay recommendations and review with contractor, and verify that all punch list items are completed.

Moore+Bruggink understands the Village’s requirements for budgets and project financial planning. There are many project variables in establishing fees. However, we only charge for our time required by our client’s needs. Based on our experience in projects such as this and based on a typical project with good communication and detailed bid packages, we are providing a not-to-exceed budget for your use as follows:
Design Phase
– Topographic & Boundary Survey $3,700.00
– Soil Borings $1,400.00
– Design and Bid Package Preparation $10,982.00
– Miscellaneous (mileage, printing, etc.) $418.00
Subtotal $16,500.00

Construction Phase
– Construction Staking $1,900.00
– Construction Engineering & Inspection $16,693.00
– Testing (Soils & Structures) $750.00
– Miscellaneous (mileage, printing, etc.) $907.00
Subtotal $20,250.00

Total Design & Construction Engineering Cost: $36,750.00

For your reference, we have attached our level of effort breakdown for the design engineering and construction engineering for the project.

We estimate that the work described herein can commence within three weeks of your authorization to proceed. You can authorize this work to begin by signing our attached Proposal Authorization Form.

We look forward to being of service to you on this project. If you have any questions or concerns, please let me know.

Sincerely,

Ryan Arends, P.E.
Project Engineer

Attachments

cc: Ms. Christine Burns, Village of Spring Lake
## Village of Spring Lake – Cutler Street

<table>
<thead>
<tr>
<th>Task</th>
<th>Design Engineer</th>
<th>CAD Tech</th>
<th>Chief Surveyor</th>
<th>Survey Crew</th>
<th>Inspector</th>
<th>Clerical</th>
<th>Total Hours</th>
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Subtotal Labor Cost $16,082
Miscellaneous (mileage, printing, etc.) $418
Total Design Phase Cost $16,500
## Village of Spring Lake – Cutler Street

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<th>Task</th>
<th>Design Engineer</th>
<th>CAD Tech</th>
<th>Chief Surveyor</th>
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Subtotal Labor Cost: $18,593  
Miscellaneous (mileage, printing, etc.): $907  
Soils & Structures (Testing): $750  
Total Construction Phase Cost: $20,250
CONFIDENTIAL

Client Name: Village of Spring Lake (“Client”)               Date: February 9, 2021
Client Address: 102 West Savidge Street, Spring Lake, Michigan 49456

AUTHORIZATION FOR PROFESSIONAL SERVICES

Moore & Bruggink, Inc. (“M&B”), appreciates the opportunity to provide you with professional engineering and consulting services. It is our policy to receive this Authorization for Professional Services, with acknowledgment of the terms and conditions contained herein and in the attached Proposal (Exhibit A) prior to commencing services. We propose services to be performed for you for the project known as Cutler Street (“Project”) located in the Village of Spring Lake, Michigan. The attached proposal is dated February 9, 2021.

NATURE OF ENGAGEMENT

Moore & Bruggink, Inc. (M&B) will provide all work as stated in the attached proposal at the fee quoted therein. There may be additional work to be performed either through change orders or unforeseen circumstances for which M&B will be compensated on an hourly basis.

TERMS AND CONDITIONS

Client Responsibility. The Client shall furnish all existing data pertinent to the Project and shall furnish any additional information when requested.

Hourly Billing Rates. Unless stipulated otherwise, CLIENT shall compensate M&B at hourly billing rates in effect when services are provided by M&B employees of various classifications. Rates are revised annually and you will be notified of the changes.

Reimbursable Expenses. Unless stipulated otherwise, Client shall compensate M&B for Reimbursable Expenses defined as those costs incurred on or directly for Client Project, including, but not limited to, government fees, necessary transportation costs (including mileage at M&B current rate for service vehicles and automobiles), meals and lodging, laboratory tests and analyses, computer services, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing and binding charges, and outside technical or professional services. Reimbursement for these expenses shall be on the basis of actual charges plus ten percent (10%) when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by M&B.

Cost Estimates. Cost estimates of other contractors’ work will be on a basis of experience and judgment, but since it has no control over market condition or bidding procedures, M&B cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

Professional Standards. M&B shall be responsible to the generally-accepted standards of ordinary and reasonable skill and care usually exercised by other practicing professional engineers and surveyors at the time and location such services are rendered. No warranty, express or implied, is included or intended in its proposals, contracts, or reports.

Termination. Either Client or M&B may terminate this Authorization by giving ten (10) days’ written notice to the other party. In such event, Client shall pay M&B in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of M&B) a termination charge to cover finalization of work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed thirty-three percent (33%) of all charges previously incurred. Upon receipt of such payment, M&B will return to Client all documents and information which are the property of Client.
Subcontractor. M&B may, in its sole discretion, engage subcontractors on behalf of Client to perform any portion of the services to be provided by M&B hereunder, and Client agrees that M&B shall not be responsible for, or in any manner guarantee, the performance of such subcontractors, nor shall M&B be liable for any negligent acts, errors, or omissions of any such subcontractor.

Payment to M&B. Invoices will be issued on a monthly basis or upon completion of the work product, whichever occurs sooner, payable upon receipt unless otherwise agreed. Interest of one-and-one-half percent (1.5%) per month (but not exceeding the maximum rate allowed by law) will be payable on all amounts not paid within thirty (30) days from date of invoices, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney’s fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on M&B by any government entity.

In addition to any other remedies M&B may have, M&B shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

Hazardous Waste. M&B has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. M&B shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of engineering or surveying services hereunder does not imply risk-sharing on the part of M&B.

Limitation of Liability. To the fullest extent permitted by law, M&B’s total liability to Client or Client’s contractors for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to an amount no greater than the fee earned under this authorization. A higher limit of liability may be considered upon Client’s written request, prior to commencement of services, and agreement to pay an additional fee.

Indemnification. Client agrees to defend, indemnify, and hold M&B harmless from any claim, liability, or defense cost for injury or loss sustained by any part from exposures allegedly caused by M&B’s performance of services hereunder, except for injury or loss caused solely by the negligence or willful misconduct of M&B.

Legal Expenses. In the event of a claim by Client against M&B, at law or otherwise, for any alleged error, omission, or other act arising out or the performance of its services, and to the extent Client fails to prove such claim, then Client shall pay all costs, including attorney’s fees, incurred by M&B in defending itself against the claim.

Ownership of Work Product. M&B shall remain the owner of all drawings and reports, and Client shall be authorized to use the copies provided by M&B only in connection with the Project. Any use or reuse by Client or others for any purpose other than as outlined herein and in the attached Proposal shall be at Client’s risk and full legal responsibility, without liability to M&B.

Date: February 9, 2021
By: Alan Pennington, P.E.
Its: President

Acceptance of Proposal and Authorization for Professional Services
VILLAGE OF SPRING LAKE

Date: ___________________________  By: ___________________________
Its: ___________________________

Page 2 of 2
February 24, 2021

Mr. Wally Delamater
Village of Spring Lake
102 W. Savidge Street
Spring Lake, MI 49456

Re: Professional Engineering Services for Cutler Street Road End

Dear Mr. Delamater:

We are pleased to have the opportunity to provide the following proposal for engineering services for the construction of the Cutler Street road end. It is our understanding the project will extend from where the work ended in 2019 to the proposed parking area near the non-motorized path.

The project planned consists of:

- Removal of the existing aggregate and installation of new aggregate and HMA surface.
- Installation of one catch basin.
- Connection of the parking area to the existing path.

Our proposed scope of work will include the following:

**Design Phase**

- Redesign of the road end to meet the Village’s master plan for the area, which will incorporate approximately 12 parking spots.
- Preparation of construction plans at a scale of 1” = 40’ horizontal and 1” = 4’ vertical.

We plan to use the existing survey from the GHSLSA force main project.

**Construction Phase**

- Provide construction staking based on one visit to provide edge of pavement location and grades.

Our scope does not include permit applications, bid specifications, bid assistance, or construction observation. We estimate the cost for the work to be $9,500. A Professional Services Agreement is enclosed with our standard terms and conditions. Please review and if the agreement is acceptable, sign and return to us.

Sincerely,

Prein&Newhof

Matthew R. Hulst, P.E.

Enclosure: Professional Services Agreement
Project No.

Professional Services Agreement

This Professional Services Agreement is made this 23rd day of February, 2021 (‘‘Agreement’’) by and between Prein & Newhof, Inc. (‘‘P&N’’), of 3355 Evergreen Drive NE, Grand Rapids, MI 49525, and Village of Spring Lake (‘‘Client’’), of 102 W Savidge Street, Spring Lake, MI 49456.

WHEREAS Client intends to:

Cutler Street road end construction

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

<table>
<thead>
<tr>
<th>For Client</th>
<th>For P&amp;N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Wally Delamater</td>
<td>Name: Matthew Hulst</td>
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<tr>
<td>Title: Director of Public Works</td>
<td>Title: Project Manager</td>
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<tr>
<td>Phone Number: 616-842-1393</td>
<td>Phone Number: 231-798-0101</td>
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<td>E-Mail Address: <a href="mailto:mhulst@preinnewhof.com">mhulst@preinnewhof.com</a></td>
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ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

☒ P&N Standard Terms and Conditions for Professional Services
☒ P&N Proposal dated, February 24, 2021
☐ P&N Standard Rate Schedule
☐ P&N Supplemental Terms and Conditions
☐ Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

☒ P&N Scope of Services per Proposal dated, February 24, 2021
Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

☒ Lump Sum for Services Described in Article 3 above - $9,500.
  Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date
  the additional service are performed.
☐ Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect
  on the date services are performed.
☐ Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior
written or oral understandings. This Agreement may not be altered, modified or amended, except
in writing properly executed by authorized representatives of P&N and Client.

Accepted for:  
Prein&Newhof, Inc.  
By: ____________________________
Printed Name: Barbara Marczak
Title: Team Leader
Date: ____________________________

Accepted for:  
Village of Spring Lake
By: ____________________________
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________
Standard Terms & Conditions

A. General - As used in this Prein & Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.

2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.

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

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.

2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer’s surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.

5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to underground utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker’s compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker’s compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.

2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer’s consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurance related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer’s officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer’s officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents ($50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer’s instruments of service, and are and shall remain the property of Engineer.

2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client’s sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client’s sole risk and full legal responsibility.

M. Differing Site Conditions - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer’s design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions.

N. Terms of Payment - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the Project. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney’s fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

O. Termination - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of termination, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer’s discretion, include expenses incurred for completion of analysis and records necessary to document Engineer’s files and to protect its professional reputation.

P. Severability and Waiver of Provisions - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Q. Dispute Resolution - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.

2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days’ written notice to the other party, either party may pursue any other available remedy.

3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

R. Force Majeure - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer’s reasonable control.

S. Assignment - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

T. Modification - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

U. Survival - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

V. Third-Party Beneficiary – Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Chris Burns, Village Manager

DATE: March 4, 2021

RE: NOWS Bond Refunding

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**Background:** See attached memo from Pat Staskiewicz.

**Attachments:**

Memo from Pat Staskiewicz  
Resolution 2021 – 04  
Bond Refunding Documents
MEMORANDUM

To: Chris Burns
From: Pat Staskiewicz
Re: 2011 NOWS Bond Refunding
Date: March 3, 2021

In 2011, the Northwest Ottawa Water System made improvements to the raw water system that supplies the water treatment plant. To finance these improvements, a $4.8 million dollar bond issue was sold at a true interest cost of 3.75%. These bonds are now callable and have $2.96 million in principal remaining. Based on an estimate from our finance advisor, Robert W. Baird & Co., the current market rates are approximately 1.02%. This lower interest rate will result in an estimated net present value savings of $402,269.89, or about $43,000 per year.

Attached please find a resolution authorizing the County to proceed with refunding this bond issue.

I have also attached the February 3, 2021 refunding estimate, for your information.

Please let me know if you have any additional questions regarding this refunding opportunity.
COUNCIL MEMBER __________, SUPPORTED BY COUNCIL MEMBER ______________, MOVED THE ADOPTION OF THE FOLLOWING RESOLUTION:

RESOLUTION NO: 2021 - 04

A RESOLUTION TO REQUEST AND AUTHORIZE ISSUANCE OF REFUNDING BONDS

WHEREAS, pursuant to the provisions of Act No. 342, Public Acts of Michigan, 1939, as amended, the Village of Spring Lake (the "Village"), the City of Grand Haven, the Charter Township of Grand Haven, Township of Spring Lake, and the City of Ferrysburg (hereinafter collectively referred to as the "Municipalities") and the County of Ottawa (the "County"), acting by and through its Board of County Road Commissioners as county agency (the "County Agency"), have entered into the Northwest Ottawa Water System 2009 Improvements Contract dated as of March 1, 2009 (the "Contract"); and

WHEREAS, pursuant to the Contract, the County issued its Ottawa County Water Supply Bonds (Northwest Ottawa Water System 2011 Improvements), Series B, dated June 1, 2011, in the principal amount of $4,800,000 (the "Prior Bonds"); and

WHEREAS, The Prior Bonds remain outstanding in the aggregate principal amount of $3,185,000, mature in various principal amounts in the years 2021 through 2031 and bear interest at rates per annum which vary from 3.00% to 4.25%; and
WHEREAS, the Municipalities have been advised that conditions in the bond market have now improved from the conditions which prevailed at the time the Prior Bonds were sold and that all or part of the Prior Bonds could be refunded at a considerable savings to the Municipalities; and

WHEREAS, it is the determination and judgment of the governing body of the Village that the Prior Bonds should be refunded to secure for the Municipalities the anticipated savings.

THEREFORE, BE IT RESOLVED:

1. The County is requested and authorized to issue its refunding bonds in the aggregate principal amount of not to exceed $3,200,000 (the “Refunding Bonds”) pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended, for the purpose of refunding all or part of the outstanding Prior Bonds and paying the costs of issuing the Refunding Bonds.

2. The proceeds of the Refunding Bonds shall be sufficient, together with other funds available to the Municipalities, to pay the costs of issuing the Refunding Bonds and to establish an Escrow Fund in an amount that will be sufficient to pay the principal of, redemption premiums, if any, and the interest on the Prior Bonds that are refunded.

3. The Village covenants and agrees to continue to make payments to the County in accordance with the requirements of the Contract, said payments to be in amounts sufficient to pay its percentage share of the principal of and interest on the Refunding Bonds and any of the Prior Bonds that are not refunded as the same shall become due and all paying agency fees and other expenses and charges (including the County Agency’s administrative expenses) that are payable on account of the Refunding Bonds and those Prior Bonds that are not refunded. The Village acknowledges and
agrees that its obligations as set forth in the Contract shall continue for the Refunding Bonds and the County shall have all rights and remedies set forth in the Contract to enforce the obligations of the Village with respect to the Refunding Bonds in the same manner and to the same extent that such rights and remedies are available with respect to the Prior Bonds.

4. The Village specifically (but not by way of limitation) reaffirms its pledge of its full faith and credit for the payment of its obligations with respect to the Refunding Bonds and its obligation to levy taxes for the payment of its percentage share of the principal of and interest on the Refunding Bonds in accordance with the provisions of the Contract.

5. The President is authorized, if necessary, to file with the Michigan Department of Treasury an application for approval of the Refunding Bonds under Act 34, Public Acts of Michigan, 2001, as amended.

6. The President and the Clerk are each authorized to execute and deliver such certificates and to do all other things that are necessary to effectuate the sale and delivery of the Refunding Bonds.

7. The President or the Clerk is authorized, if necessary, to approve the circulation of a preliminary and final official statement for the Refunding Bonds, to cause the preparation of those portions of the preliminary and final official statement that pertain to the Village, and to do all other things necessary for compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the “Rule”). The President or the Clerk is authorized to execute and deliver such certificates and to do all other things necessary to effectuate the sale and delivery of the Refunding Bonds.
8. The President or the Clerk is authorized, if necessary, to execute a certificate of the Village, constituting an undertaking to provide ongoing disclosure about the Village for the benefit of the holders of the Refunding Bonds as required under paragraph (b)(5) of the Rule, and amendments to such certificate from time to time in accordance with the terms of the certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The Village hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

9. All resolutions and parts of resolutions, insofar as they are in conflict with the provisions of this resolution, are hereby rescinded.

YEAS:  

NAYS:  

RESOLUTION DECLARED ADOPTED.
STATE OF MICHIGAN )
 ) SS:
COUNTY OF OTTAWA )

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Spring Lake, Ottawa County, Michigan at a regular meeting duly called and held on March 15, 2021, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

______________________________
Marvin Hinga, Clerk
Village of Spring Lake
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### SUMMARY OF BONDS REFUNDED

**County of Ottawa, Michigan**

**Ottawa County Water Supply Refunding Bonds, Series 2021**
*(Northwest Ottawa Water System) (General Obligation Limited Tax)*

Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds

Assumes Competitive Public Offering | Assumes Bond Rating of ‘Aaa’

Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
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<tr>
<th>Bond</th>
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<th>Interest Rate</th>
<th>Par Amount</th>
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**2,960,000.00**

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**Notes:**

Robert W. Baird & Co. Incorporated is providing this information to you for discussion purposes only in seeking to serve as a financial advisor or municipal advisor to you on a possible issuance of municipal securities. Baird is a municipal advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board (‘MSRB’). A financial advisor or municipal advisor is subject to a fiduciary duty, including a duty of care and a duty of loyalty, and is required to act solely in the best interests of the client. See 'Important Disclosures' contained herein.
## PRIOR BOND DEBT SERVICE

**County of Ottawa, Michigan**  
Ottawa County Water Supply Refunding Bonds, Series 2021  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
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<tr>
<th>Period Ending</th>
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|               | 2,960,000 | 764,256.25 | 3,724,256.25 | 3,724,256.25 |
ESCROW REQUIREMENTS

County of Ottawa, Michigan
Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'
Preliminary, Hypothetical Interest Rates as of February 3, 2021

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<tr>
<td></td>
<td></td>
<td>2,960,000.00</td>
<td>3,027,586.46</td>
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## ESCROW DESCRIPTIONS

**County of Ottawa, Michigan**  
Ottawa County Water Supply Refunding Bonds, Series 2021  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Type of Security</th>
<th>Type of SLGS</th>
<th>Maturity Date</th>
<th>First Int Pmt Date</th>
<th>Par Amount</th>
<th>Max Rate</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>SLGS Certificate</td>
<td>05/01/2021</td>
<td>05/01/2021</td>
<td>57,929</td>
<td>0.030%</td>
<td>0.030%</td>
<td>57,929.00</td>
</tr>
<tr>
<td>SLGS Certificate</td>
<td>06/01/2021</td>
<td>06/01/2021</td>
<td>2,969,280</td>
<td>0.050%</td>
<td>0.050%</td>
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</table>

**SLGS Summary**

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<th>SLGS Rates File</th>
<th>03FEB21</th>
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<tr>
<td>Total Certificates of Indebtedness</td>
<td>3,027,209.00</td>
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ESCROW COST

County of Ottawa, Michigan
Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'
Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Type of Security</th>
<th>Maturity Date</th>
<th>Par Amount</th>
<th>Rate</th>
<th>Total Cost</th>
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<tbody>
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<td>05/01/2021</td>
<td>57,929</td>
<td>0.030%</td>
<td>57,929.00</td>
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<tr>
<td>SLGS</td>
<td>06/01/2021</td>
<td>2,969,280</td>
<td>0.050%</td>
<td>2,969,280.00</td>
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<td></td>
<td>3,027,209</td>
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<table>
<thead>
<tr>
<th>Purchase Date</th>
<th>Cost of Securities</th>
<th>Cash Deposit</th>
<th>Total Escrow Cost</th>
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<td>03/01/2021</td>
<td>3,027,209</td>
<td>0.35</td>
<td>3,027,209.35</td>
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<td>3,027,209</td>
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ESCROW CASH FLOW

County of Ottawa, Michigan
Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'
Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Interest</th>
<th>Net Escrow Receipts</th>
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<td>57,929.00</td>
<td>2.90</td>
<td>57,931.90</td>
</tr>
<tr>
<td>06/01/2021</td>
<td>2,969,280.00</td>
<td>374.21</td>
<td>2,969,654.21</td>
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<td></td>
<td>3,027,209.00</td>
<td>377.11</td>
<td>3,027,586.11</td>
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Descow Cost Summary

- Purchase date: 03/01/2021
- Purchase cost of securities: 3,027,209.00
## ESCROW STATISTICS

County of Ottawa, Michigan  
Ottawa County Water Supply Refunding Bonds, Series 2021  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Escrow</th>
<th>Total Escrow Cost</th>
<th>Modified Duration (years)</th>
<th>Yield to Receipt Date</th>
<th>Yield to Disbursement Date</th>
<th>Perfect Escrow Cost</th>
<th>Value of Negative Arbitrage</th>
<th>Cost of Dead Time</th>
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<tbody>
<tr>
<td>PRIOR</td>
<td>38,620.83</td>
<td>0.167</td>
<td>0.030141%</td>
<td>0.030141%</td>
<td>38,580.61</td>
<td>0.030141%</td>
<td>40.22</td>
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<tr>
<td>BP</td>
<td>2,988,588.52</td>
<td>0.249</td>
<td>0.050327%</td>
<td>0.050325%</td>
<td>2,984,081.41</td>
<td>0.050325%</td>
<td>4,507.11</td>
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</table>

| Total  | 3,027,209.35      | 3,022,662.02              | 4,547.33              | 0.00                      |

Delivery date 03/01/2021  
Arbitrage yield 0.656395%
## SOURCES AND USES OF FUNDS

**County of Ottawa, Michigan**  
**Ottawa County Water Supply Refunding Bonds, Series 2021**  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Assumed Dated Date</th>
<th>03/01/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assumed Delivery Date</td>
<td>03/01/2021</td>
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### Sources:

<table>
<thead>
<tr>
<th>Bond Proceeds:</th>
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</thead>
<tbody>
<tr>
<td>Par Amount</td>
<td>2,615,000.00</td>
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<tr>
<td>Premium</td>
<td>507,958.90</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>3,122,958.90</strong></td>
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<table>
<thead>
<tr>
<th>Other Sources of Funds:</th>
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</thead>
<tbody>
<tr>
<td>Prior Debt Service Fund</td>
<td>38,620.83</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>3,161,579.73</strong></td>
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</table>

### Uses:

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<tr>
<th>Refunding Escrow Deposits:</th>
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<tr>
<td>Cash Deposit</td>
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<td>SLGS Purchases</td>
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<td><strong>Total</strong></td>
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</table>

<table>
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<th>Cost of Issuance:</th>
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<td>Bond Counsel</td>
<td>25,000.00</td>
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<td>Municipal Advisor</td>
<td>18,750.00</td>
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<td>Rating Agency (Moody's)</td>
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<td>Official Statement</td>
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<td>Verification Agent</td>
<td>2,500.00</td>
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<tr>
<td>Paying Agent</td>
<td>750.00</td>
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<tr>
<td>Escrow Agent</td>
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<tr>
<td>MI Department of Treasury</td>
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<tr>
<td>MAC Fee</td>
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<tr>
<td>County Administrative Fee</td>
<td>13,075.00</td>
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<td>Miscellaneous</td>
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<td><strong>Total</strong></td>
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<table>
<thead>
<tr>
<th>Underwriter's Discount:</th>
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<tbody>
<tr>
<td>Other Underwriter's Discount</td>
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<table>
<thead>
<tr>
<th>Other Uses of Funds:</th>
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<tbody>
<tr>
<td>Rounding Amount</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>3,161,579.73</strong></td>
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**BOND PRICING**

County of Ottawa, Michigan

Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)

Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds

Assumes Competitive Public Offering | Assumes Bond Rating of ‘Aaa’

Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Bond Component</th>
<th>Maturity Date</th>
<th>Amount</th>
<th>Rate</th>
<th>Yield</th>
<th>Price</th>
<th>Yield to Maturity</th>
<th>Call Date</th>
<th>Call Price</th>
<th>Premium (-Discount)</th>
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<td></td>
</tr>
<tr>
<td>05/01/2022</td>
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<td>4.000%</td>
<td>0.170%</td>
<td>104.461</td>
<td>8,922.00</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>05/01/2023</td>
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<td>4.000%</td>
<td>0.180%</td>
<td>108.256</td>
<td>18,163.20</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>05/01/2024</td>
<td>230,000</td>
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<td>0.210%</td>
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<td>27,496.50</td>
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<td></td>
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<tr>
<td>05/01/2025</td>
<td>245,000</td>
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<td>0.280%</td>
<td>115.398</td>
<td>37,725.10</td>
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<tr>
<td>05/01/2026</td>
<td>250,000</td>
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<tr>
<td>05/01/2027</td>
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<tr>
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<td>4.000%</td>
<td>0.620%</td>
<td>123.656</td>
<td>66,236.80</td>
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<tr>
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<td>125.697</td>
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<tr>
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<td>83,929.90</td>
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<tr>
<td>05/01/2031</td>
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<td>4.000%</td>
<td>0.960%</td>
<td>126.613 C</td>
<td>05/01/2030</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

| 2,615,000 | 507,958.90 |

Assumed Dated Date: 03/01/2021
Assumed Delivery Date: 03/01/2021
First Coupon: 05/01/2021
Par Amount: 2,615,000.00
Premium: 507,958.90
Production: 3,122,958.90
Underwriter’s Discount: -52,300.00
Purchase Price: 3,070,658.90
Accrued Interest: 3,070,658.90

Net Proceeds: 3,070,658.90
## BOND DEBT SERVICE

**County of Ottawa, Michigan**

**Ottawa County Water Supply Refunding Bonds, Series 2021**

(Northwest Ottawa Water System) (General Obligation Limited Tax)

Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds

Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'

Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Debt Service</th>
<th>Annual Debt Service</th>
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</thead>
<tbody>
<tr>
<td>05/01/2021</td>
<td></td>
<td></td>
<td>17,433.33</td>
<td>17,433.33</td>
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</tr>
<tr>
<td>09/30/2021</td>
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</tr>
<tr>
<td>11/01/2021</td>
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<td>4.000%</td>
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<tr>
<td>09/30/2022</td>
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</tr>
<tr>
<td>11/01/2022</td>
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<td>268,300.00</td>
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<td>09/30/2023</td>
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<tr>
<td>11/01/2023</td>
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<td>4.000%</td>
<td>43,900.00</td>
<td>273,900.00</td>
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<td>09/30/2024</td>
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<td></td>
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</tr>
<tr>
<td>11/01/2024</td>
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<td>4.000%</td>
<td>39,300.00</td>
<td>284,300.00</td>
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</tr>
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<td>09/30/2025</td>
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<td></td>
</tr>
<tr>
<td>11/01/2025</td>
<td>250,000</td>
<td>4.000%</td>
<td>34,400.00</td>
<td>284,400.00</td>
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<td>09/30/2026</td>
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<tr>
<td>11/01/2026</td>
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<td>09/30/2027</td>
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</tr>
<tr>
<td>11/01/2027</td>
<td>280,000</td>
<td>4.000%</td>
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<td>304,100.00</td>
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<td>09/30/2028</td>
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</tr>
<tr>
<td>11/01/2028</td>
<td>295,000</td>
<td>4.000%</td>
<td>18,500.00</td>
<td>313,500.00</td>
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<td>09/30/2029</td>
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<tr>
<td>11/01/2029</td>
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<td>12,600.00</td>
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<td>09/30/2030</td>
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<tr>
<td>11/01/2030</td>
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<td>4.000%</td>
<td>6,500.00</td>
<td>331,500.00</td>
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</tr>
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<td>09/30/2031</td>
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<td></td>
</tr>
</tbody>
</table>

|               | 2,615,000 |   636,033.33 | 3,251,033.33 | 3,251,033.33 |

Assumed Dated Date: 03/01/2021
Assumed Delivery Date: 03/01/2021
## UNREFUNDED BOND DEBT SERVICE

County of Ottawa, Michigan  
Ottawa County Water Supply Refunding Bonds, Series 2021  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Debt Service</th>
<th>Annual Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/2021</td>
<td>225,000</td>
<td>3.00%</td>
<td>3,375</td>
<td>228,375</td>
<td>228,375</td>
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<tr>
<td>09/30/2021</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>225,000</td>
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<td>228,375</td>
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SAVINGS

County of Ottawa, Michigan
Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'
Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Date</th>
<th>Prior Debt Service</th>
<th>Prior Receipts</th>
<th>Prior Net Cash Flow</th>
<th>Refunding Debt Service</th>
<th>Refunding Receipts</th>
<th>Refunding Net Cash Flow</th>
<th>Savings</th>
<th>Present Value of Savings</th>
<th>Annual Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/01/2021</td>
<td>38,620.83</td>
<td>38,620.83</td>
<td>2,072.38</td>
<td>38,620.83</td>
<td>2,072.38</td>
<td>36,548.45</td>
<td>-36,548.45</td>
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<td></td>
</tr>
<tr>
<td>05/01/2021</td>
<td>57,931.25</td>
<td>57,931.25</td>
<td>17,433.33</td>
<td>57,931.25</td>
<td>40,497.92</td>
<td>39,930.84</td>
<td>5,575.57</td>
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<tr>
<td>09/30/2021</td>
<td>57,931.25</td>
<td>57,931.25</td>
<td>52,300.00</td>
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<td>46,262.50</td>
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<tr>
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<td>54,112.50</td>
<td>54,112.50</td>
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3,724,256.25  38,620.83  3,685,635.42  3,251,033.33  2,072.38  3,248,960.95  436,674.47  436,674.47  402,269.89

Savings Summary

PV of savings from cash flow: 402,269.89
Potential Net PV Savings: 402,269.89
## SUMMARY OF REFUNDING RESULTS

**County of Ottawa, Michigan**

Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of ‘Aaa’

Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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<tbody>
<tr>
<td>Assumed Dated Date</td>
<td>03/01/2021</td>
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<tr>
<td>Assumed Delivery Date</td>
<td>03/01/2021</td>
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<tr>
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<td>Escrow yield</td>
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<td>Value of Negative Arbitrage</td>
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<td>Bond Par Amount</td>
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<td>Potential True Interest Cost</td>
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<td>Potential Net Interest Cost</td>
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<tr>
<td>Potential All-In TIC</td>
<td>1.496019%</td>
</tr>
<tr>
<td>Average Coupon</td>
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<td>Average Life</td>
<td>6.081</td>
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<td>Par amount of refunded bonds</td>
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<td>Average coupon of refunded bonds</td>
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<td>Average life of refunded bonds</td>
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<td>PV of prior debt to 03/01/2021 @ 1.496019%</td>
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<td>Potential Net PV Savings</td>
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<td>Percentage savings of refunded bonds</td>
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<tr>
<td>Percentage savings of refunding bonds</td>
<td>15.383170%</td>
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FORM 8038 STATISTICS

County of Ottawa, Michigan
Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'
Preliminary, Hypothetical Interest Rates as of February 3, 2021

Assumed Dated Date 03/01/2021
Assumed Delivery Date 03/01/2021

<table>
<thead>
<tr>
<th>Bond Component</th>
<th>Date</th>
<th>Principal</th>
<th>Coupon</th>
<th>Price</th>
<th>Issue Price</th>
<th>Redemption at Maturity</th>
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<th>Weighted Average Maturity</th>
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Proceeds used for accrued interest 0.00
Proceeds used for bond issuance costs (including underwriters' discount) 132,298.00
Proceeds used for credit enhancement 0.00
Proceeds allocated to reasonably required reserve or replacement fund 0.00
Proceeds used to refund prior tax-exempt bonds 2,988,588.52
Proceeds used to refund prior taxable bonds 0.00
Remaining WAM of prior tax-exempt bonds (years) 6.0586
Remaining WAM of prior taxable bonds (years) 0.0000
Last call date of refunded tax-exempt bonds 06/01/2021

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues 0.00
Proceeds used to advance refund prior issues 2,988,588.52
Remaining weighted average maturity of the bonds to be currently refunded 0.0000
Remaining weighted average maturity of the bonds to be advance refunded 6.0586
FORM 8038 STATISTICS

County of Ottawa, Michigan
Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of ‘Aaa’
Preliminary, Hypothetical Interest Rates as of February 3, 2021

Refunded Bonds

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<th>Bond Component</th>
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<th>Coupon</th>
<th>Price</th>
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2,960,000.00

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# PROOF OF ARBITRAGE YIELD

County of Ottawa, Michigan  
Ottawa County Water Supply Refunding Bonds, Series 2021  
(Northwest Ottawa Water System) (General Obligation Limited Tax)  
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds  
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'  
Preliminary, Hypothetical Interest Rates as of February 3, 2021

<table>
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<th>Date</th>
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3,238,033.33  
3,122,958.90

## Proceeds Summary

- **Delivery date**: 03/01/2021  
- **Par Value**: 2,615,000.00  
- **Premium (Discount)**: 507,958.90

Target for yield calculation: 3,122,958.90
PROOF OF ARBITRAGE YIELD

County of Ottawa, Michigan
Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of 'Aaa'
Preliminary, Hypothetical Interest Rates as of February 3, 2021

Assumed Call/Computation Dates for Premium Bonds

<table>
<thead>
<tr>
<th>Bond Component</th>
<th>Maturity Date</th>
<th>Rate</th>
<th>Yield</th>
<th>Call Date</th>
<th>Call Price</th>
<th>Yield To Call/Maturity</th>
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Rejected Call/Computation Dates for Premium Bonds

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IMPORTANT DISCLOSURES

County of Ottawa, Michigan
Ottawa County Water Supply Refunding Bonds, Series 2021
(Northwest Ottawa Water System) (General Obligation Limited Tax)
Tax-Exempt, Current Refunding (March 2021) of 2011 NOWS Bonds
Assumes Competitive Public Offering | Assumes Bond Rating of ‘Aaa’
Preliminary, Hypothetical Interest Rates as of February 3, 2021

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IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the Materials do not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.
Background: This is an annual housekeeping item to approve the Harbor Transit request to continue collecting .6 mills to provide transit to Village residents.

Issues & Questions Specified: Should the Village approve the .6 millage rate?

Alternatives: Do not approve the .6 mills towards Harbor Transit.

Financial Impact: The .6 of a mill will be collected on the annual tax bill by Spring Lake Township.

Recommendation: Adopt Resolution 2021 – 05.

Attachments:

Resolution 2021- 05
RESOLUTION NO: 2021 - 05

A RESOLUTION REGARDING THE HARBOR TRANSIT AUTHORITY MILLAGE RATE FOR THE UPCOMING FISCAL YEAR.

WHEREAS, Article VIII of the Harbor Transit Authority by-laws requires that the proposed annual operating millage of the Harbor Transit Authority be considered by the member units; and,

WHEREAS, the Harbor Transit Board has adopted the Fiscal Year 2021 operating millage rate, recommending an operating millage rate of 0.60 mills; and,

NOW, THEREFORE, BE IT RESOLVED that the Village of Spring Lake supports the continuation of a millage rate for the Harbor Transit Authority in the amount of 0.60 mills for the Fiscal Year 2021.

BE IT FURTHER RESOLVED, that all policies, procedures, resolutions in conflict with this resolution to the Administrative Policies and Procedures Manual are hereby repealed to the extent of any such conflict.

Yes: ________________________
No: ________________________
Absent: ________________________

I, Marvin Hinga, Village Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Village of Spring Lake at a Regular Meeting thereof held on the 15th day of March, 2021.

RESOLUTION DECLARED ADOPTED.

Dated: March 15, 2021

________________________________________
Marvin Hinga, Clerk
Village of Spring Lake
**Background:** In the spring of 2020, a Call for Artists was sent to Jennifer Gwinnup, Art Teacher at Spring Lake High School. Through the *Art in the Park* project, the DDA was looking for a SLHS Artist to paint a mural on the side of Seven Steps Up. Five submissions received and all were so strong that it was decided that the four artists not chosen for the Seven Steps Up mural would share a space on the wall at the west entrance of Central Park to create a new mural.

The four remaining artists worked with Mrs. Gwinnup on a new theme: “*Artwork that speaks to coming together in diversity and inclusivity to make the kind of choices that support a diverse, vibrant and healthy world.*”

**Issues & Questions Specified:** The four concepts must be approved by Village Council before they can be painted.

The submittals will be reviewed by the *Art in the Park* curating committee on Monday, March 8, 2021, by the DDA on March 11, 2021 and by the Parks & Recreation Committee on April 5, 2021.

**Alternatives:**

Council approves the concepts and work will begin in May.

Council does not approve of the concepts. They will be returned to the artists with feedback and change requests.

**Financial Impact:** The installation of this artwork will be paid for by donations to the *Art in the Park* capital campaign.

**Recommendation:** Reviews the four student concepts for the Central Park Murals.

**Attachments:** Central Park Artist Submissions – 2021 (PDF)
ART IN THE PARK
Central Park Murals - Spring 2021

These concepts will be painted on the Central Park’s west entrance wall. The theme that these concepts were created under speaks to coming together in diversity and inclusivity to make the kind of choices that support a diverse, vibrant and healthy world.
Mother Nature
Inez Allard
Embrace Each Other
Haley Brosnan
Alive in Nature
Tori Airo
101 ROTARY DR.
ROTARY & SAVIDGE STREETS
Brick wall section that stands about 5’ high and 52’ wide would provide four artists each, one canvas that is 5’x13’.
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WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: March 5, 2021
RE: Seawall Request – 326 N. Division

**Background:** The property owners at 326 N. Division have hired Peterson Environmental to assist them with the installation of rock along their seawall to help prevent erosion. Since the location of the rock encroaches on Village property, they need permission from the Village in order to obtain the necessary permits from EGLE. Consultant Zach Vandenberg has been invited to the Work Session to answer any questions Council may have.

**Issues & Questions Specified:**

Will the lack of rock jeopardize the integrity of the Hoover property, thereby lowering the future value?

What happens to the rock when water levels recede? Will the rocks remain there in perpetuity? Council should assume the rocks will *not* be removed in the future should lake levels recede.

Historically, Council has taken the position that they do not allow private property owners to encroach on lands that are accessible by the general public.

**Alternatives:**

Grant permission to the Hoovers to encroach on Village property.

Do not grant permission to the Hoovers to encroach on Village property.

**Financial Impact:** None.

**Recommendation:** Council discretion.

**Attachments:**

Site Plan
Sample Permission Letter
Hi Chris,

As we discussed on the phone, the owners of 326 N Division would like to propose 8”–24” rock along their western concrete seawall (on Village property). There is already some rock in this location, but due to current water levels, it is inadequate in dissipating wave action along this western wall. This is resulting in wave reflection and scour in this area and could potentially weaken/damage the wall. Placing riprap along the wall will dissipate waves and greatly reduce reflection.

I have attached the current plan set for this project along with a template permission letter allowing for the applicant to obtain permits for this design.

If you have any questions or if any further information is needed, please contact me at your convenience.

Thanks for your help!

Zach

Zach VandenBerg
Peterson Environmental, LLC
PO Box 262
Spring Lake, MI 49456
Cell: (616) 928-7983
www.petersonenviro.com
Section BB

- Property Line
- Proposed sheet steel to re-enforce/raise seawall

- 100-year floodplain elevation (584.09 IGLD85)
- Spring Lake Elevation 581.8 IGLD85 (11.18.2020)

- Proposed 8'-24' riprap (70 CY)

- Depth determined by contractor

Approximate existing grade

Existing toe stone to remain

Existing concrete seawall

For permitting purposes only. Not for construction use.

Michael & Ellen Hoover Trust
326 N Division Street
Spring Lake, MI 49456

1"=2'
February 5, 2021

Mr. Zach VandenBerg  
Peterson Environmental, LLC  
PO Box 262  
Spring Lake, MI 49456

Re: Installation of Shoreline Protection  
Village Property at the end of N Division Street (adjacent to Spring Lake)  
Spring Lake, MI 49456

Dear Mr. VandenBerg:

Please be advised that as owner of the property described above, I have no objection to the applicant, or Peterson Environmental, LLC acting as their agents, making application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), U.S. Army Corps of Engineers (Corps), and Ottawa County Water Resources Commission (OCWRC) for the installation of shoreline protection. I also have no objection to EGLE, Corps, and OCWRC representatives entering my property to evaluate site conditions or issuing permits for the proposed project.

Please contact me at your convenience if you have any questions regarding this authorization.

Sincerely,

Village of Spring Lake
Ms. Williams,

In the three years since I have been working for the Public Works this area has not been maintained in the winter. I have shared your question with staff and the response is, “the Village DPW has never cleared the pathway from Lake point Condo around to Holiday Inn”. Our pathway equipment cannot be driven safely on wooden pathways that are not designed to handle the weight. If the pathway was previously cleared it may have been cleared by a private individual.

The pathway is cleared along Savidge up and over the bridge to connect to Grand Haven or Ferrysburg pathways. Lakeside trail is also cleared from the east side of Lake Point Condo’s to Fruitport Road which is where the pathway enters the TWP.

I have forwarded my response and your concern to the Village Manager.

Thank You,

Wally Delamater
Director, Spring Lake Public Works

Hello,

I am inquiring about the Spring Lake bike path from the front of Lake Pointe condos to Holiday Inn, I’ve noticed that it has not been plowed yet this year. It has been plowed in years past and I am not sure why it hasn’t been done yet this year. So many residents from our community and a lot of people from other towns come to Spring Lake to use the bike path and not all of it is being plowed.

Please contact me and let me know why.

Sincerely,

Teresa Williams
H Laurie,

I am not sure where you are emailing from, but we still have a couple feet of snow on the ground and the lake is frozen, making it difficult to see where the beach ends and water begins or to determine what spring will bring. I can tell you the restrooms will be open for public use, but we have no way to predict the condition of the beach at this time.

I have attached an Army Corp of Engineers water level prediction report that was included in the January Council Work Session packet. The title references Mill Point Park but the information applies to all Village Parks.

Best Regards,

Maryann

Maryann Fonkert
Deputy Clerk, CMMC, Village of Spring Lake
102 W. Savidge, Spring Lake, MI 49456
p 616.842.1393 f 616.847.1393
Is LakeSide beach accessible now? Meaning, are water levels at an acceptable level currently? And is it expected to be open with acceptable water levels in July? We are considering booking a stay at a house very near this beach and would like to know what to expect, if possible.

Thank you,
Laurie Schafer

--
This e-mail was sent from a contact form on Village of Spring Lake (http://www.springlakevillage.org)
Michigan Municipal League Insurance Boards Announce 2021 Member Dividends

Members of the Michigan Municipal League’s insurance programs will share dividends totaling $13.6 million in 2021. This is welcome news for almost a thousand Michigan cities, villages, counties, townships, and other public entities whose finances have been severely affected by the pandemic.

The Workers’ Compensation Fund Board of Trustees has voted to return $12 million in dividends to its member-owners. This follows a total of $48 million in dividends issued over the previous five years, corresponding to about 29% of members’ premiums during the same period.

The Liability & Property Pool Board of Directors has authorized dividends that will return $1.6 million to member-owners who renew coverage in 2021. Over the previous five years, the Pool issued $11 million in dividends, representing about 11% of members’ premiums during the same period.

The Pool and Fund are owned and governed by you and your fellow member communities.

“Even during an extraordinary year, the League’s members continued to demonstrate leadership and focus on preventive measures that improve safety and reduce risks and claims,” said Michael Forster, the League’s Director of Risk Management Services. “We thank our members – their efforts enable the insurance programs to return the resulting savings back to their communities in the form of dividends.”
For more than 100 years, the Michigan Municipal League has sought to represent, inspire, and educate its members through advocacy, policy initiatives, trainings, grants, resources, and a dedicated membership services team.

Contact: Michael Forster, Director, Risk Management Services; 734-669-6340 or mforster@mml.org.

MML Liability & Property Pool Directors:

Chair: Robert Clark
Mayor
City of Monroe

George Bosanic
Manager
City of Greenville

Sue Osborn
Mayor
City of Fenton

Vice Chair: Dave Post
Manager
Village of Hillman

Dan Gilmartin
Executive Director/CEO
MML

Jean Stegeman
Mayor
City of Menominee

Thad Beard
Manager
City of Rockville

Melissa Johnson
Mayor
City of Chelsea

Dan Swallow
Manager
City of Tecumseh

MML Workers’ Compensation Fund Trustees:

Chair: Maureen Donker
Mayor
City of Midland

Christine Burns
Manager
Village of Spring Lake

Lee Kilbourn
Mayor
City of Auburn

Vice Chair: Adam Smith
Administrator
City of Grand Ledge

Scott Erickson
Manager
City of Ironwood

Susan Montenegro
Manager
City of Leslie

Lois Allen-Richardson
Mayor
City of Ypsilanti

Dan Gilmartin
Executive Director/CEO
MML

Devin Olson
Manager
City of Munising

Brian Boggs
City Council Member
City of Durand

Dan Gilmartin
Assistant Manager
City of Traverse City

David Tossava
Mayor
City of Hastings

Marlon Brown
Mayor Pro Tem
City of Mason
Feb 11, 2021

Dear Ms. Burns,

Thank you so much for your letter and the materials you sent.

I retired fairly recently and am now paying a great deal more attention to my day-to-day affairs.

Prior to retiring, I was responsible for the management of Child Welfare services and programs for Muskegon County. A challenge we had with our foster parents was in getting them to read the materials that I've sent them. I totally understood that they had competing priorities and were busy. Still, this is frustrating for those trying to give them relevant and important information.

I now find myself guilty of the same thing that would frustrate me. LOL. I'm so sorry for taking your time, but I have to say that I'm so appreciative of your response. I read everything you sent and I totally get it. I agree with the plan and am so glad that we have a proactive,
strong local government who is not afraid
to do the right thing.

I can imagine that you have been
getting a few complaints as money is
tight for many. Even so, recent events
have shown us that responsibly caring
for our water source is non-negotiable.

Thank you,

Shelly Fraser
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 7:00 p.m.

1. **Proposed Ordinance Amendment – Short-Term Rentals – Burns** explained that the Short-Term Rental amendment adds short-term rentals as a permitted use in Multiple Family Residential Districts (MFR) and to allow the Planning Commission to revoke the approval of a short-term rental if a violation occurred. **Burns** said the remaining Ordinance amendments were more of a housekeeping item to Ordinances that were either overlooked during the Zoning process or had shortcomings that had not been addressed. **Council** agreed they would like to move forward with the adoption of these Ordinance Amendments.

2. **109 S. Jackson Street Property Swap – Burns** reported that they had received the appraisal and the 20/21 assessor's valuations of the properties and shared a spreadsheet explaining 3 different scenarios for calculating the true value of them. **Burns** said that the recommendation was to utilize the assessor’s valuation of land value and to instruct the Village attorney to draft an agreement for the property swap with the contingencies on ARM’s ability to get site plan approval from the Planning Commission, incorporate a deed restriction that required the pathway to the post office to remain accessible to the public, that ARM be responsible for the removal of the sidewalk surrounding 109 S Jackson, and that ARM would be responsible for the placement of gravel to bring the 109 S Jackson St. site up to grade and the asphalt paving of the footprint in the spring. **Van Strate** asked how many parking spots would be lost. Eric Wolf said that, because they were trying to make the landscaping as attractive as possible, it would be 5 less parking spaces. **Council** discussed the property swap and agreed that this was a one-time opportunity. President Powers suggested there be some kind of deed with an easement arrangement for the patio/public walkway area.

3. **Cable Franchise Agreement (Marv Hinga) – Hinga** reported that Comcast approached the Village to expand services into the Village limits, but they were unable to do so without a franchise agreement. **TePaste** said the Finance Committee reviewed the contract and were in favor of this agreement. **Council** had no objections to allow Comcast to expand services into the Village.

4. **Cross Connection Contract (Wally Delamater) – Delamater** explained that this was a State required program and this 3-year contact with HydroCorp was the second time they would be renewing it. **Council** agreed this item could be added to the Consent Agenda.

5. **Adoption of DDA Ordinance (DeMario Johnson) – Johnson** explained that in September **Council** had adopted a resolution declaring their intentions to amend the current DDA Plan to a 7th amendment which would expand the life of the Downtown Development Authority to 2042, and in October, a Public Hearing was held to receive public opinion. **Johnson** said that the required 60 days had passed
since the Public hearing had been held, so Council could now formally adopt the 7th Amendment. Council agreed to proceed with the adoption of the 7th Amendment Ordinance.

6. **Tanglefoot RFP’s – Burns** reported that staff had reviewed all six proposals submitted and determined that Progressive AE and GDK met the requirements and, while both firms were completely capable of providing the outcome the Village desired, staff recommended awarding the project to GDK based on the difference in construction oversight costs, with the understanding that there would be additional reimbursable costs that would be pass-thru costs and not part of the 3.9% construction management fee. President Powers asked to open the discussion to those that had been involved in this process. TePastte asked for clarification on one of the RFP’s that did not meet the requirements. Burns said that they had not included the construction oversite.

David Dye, member of the Tanglefoot Park Redevelopment Committee, suggested that the wording in the RFP could have been the reason for a number of the RFP’s not meeting the requirements. Burns said that could have been the reason, however, that was why they had strongly encouraged firms to ask questions.

Council agreed that, after looking over the RFP’s, GDK was the best choice for Tanglefoot Parks Redevelopment and would like this item added to the next Council meeting agenda.

7. **Resolution of Appreciation – Sgt. Jason Kik – Burns** reported that the Village, City of Ferrysburg and Spring Lake Township would be sharing a joint Resolution of Appreciation for Sgt. Kik and the Village would also have a “You Make the Difference Award”, a shadow box for his badges and a photo book.

8. **Copier Replacement – Hinga** explained that the current mailroom copier had been in service for over ten years and the average life expectancy of a copier was about 5 years which was probably the reason the quality of copies and scanned documents have degraded significantly and staff had been experiencing frequent paper jams. Hinga said that Lori Spelde had contacted both the City of Ferrysburg and Spring Lake Public School, who were using the proposed copier that staff had recommended, and they both speak highly of the machine and its dependability Hinga said that $9,000 had been budgeted for copier replacement this fiscal year and the purchase price for this copier was $7,834 which included a maintenance agreement. TePastte noted that Spring Lake Township would be sharing the cost with the Village. Council agreed this item could be added to the Consent Agenda.

9. **Budget Amendments (Marv Hinga) – Hinga** reviewed the following Budget Amendments with Council and explained that these were moving appropriations between line items. TePastte said that the Finance Committee approved these Budget Adjustments

1. Major Streets - Winter & Routine Maintenance and Administration costs.
2. Local Streets - Routine Maintenance & Construction.
3. DDA - Holiday Decorations, Bank Fees and Equipment Usage
4. Clerk/Treasurer – Recodification, Part Time Wages, Prof. Services, Insurance and Bank Fees.

Council agreed these Budget Adjustments could be added to the Consent Agenda.
10. Communications

- Complaint – Fraser
- Complaint – Marshall
- Complaint – McMaster
- Complaint – Merz
- Complaint - Secory
- Complaint – Willison
- LGROW Annual Report
- Retirement – Joe Vanderstel
- Thank You – Musk-Bonney

Burns shared that the DPW was trying out a new piece of equipment for clearing sidewalks and it seemed to be working out well so DPW would be looking for that to be included in the next Budget.

11. Minutes - Minutes of the January 11, 2021 Work Session and January 18, 2021 regular meeting were attached for review.

12. Public Comment – Darcy Dye, 114 N Fruitport Rd, thanked everyone for their hard work on the Tanglefoot Park Redevelopment project.

13. Adjournment: There being no further business, Village Council adjourned the meeting at 8:08 p.m.

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

1. **Call to Order**

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

2. **Pledge of Allegiance**

3. **Roll Call**

   **Present:** Duer, Hanks, Miller, Petrus, Powers, TePastte (from FL), Van Strate.

   **Absent:** None

4. **Approval of the Agenda**


   Yes: 7  No: 0

5. **Consent Agenda**

   A. Approved the payment of the bills (checks numbered 61568 to 61599 and electronic payments 176 to 181) in the amount of $301,747.77.

   B. Approved the minutes for the January 11, 2021 work session and the January 18, 2021 regular Council meeting.

   C. Approved a Cable Franchise Agreement with Comcast with a franchise fee equal to 5% of revenues generated within the Village.

   D. Approved a 3-year contract with Hydro Corp for cross-connection inspections for an amount not to exceed $4,608 year.

   E. Approved the purchase of a Toshiba 5015C copier from CopyTech, Inc. for an amount not to exceed $7,834 and to enter into an agreement for service/maintenance.

   F. Approved budget amendments for the 2020/2021 fiscal year.

   G. Approved the Village Manager to have paperwork drafted for the exchange of properties 70-03-15-381-025 & 70-03-15-381-020 between the Village and ARM, for approval at the March Council Meeting.
Motion by Hanks, second from TePastte, to approve the Consent Agenda as presented.

Yes: 7  No: 0

6. General Business

A. Joint Resolution of Appreciation – Jason Kik

Subject: Sgt. Jason Kik is retiring after more than 30 years of service to the OCSO. Spring Lake Township, the City of Ferrysburg and SLV would like to acknowledge Jason’s exemplary service to the communities.

President Powers read the Joint Resolution of Appreciation presented to Sgt. Jason Kik for his years of service. Council Members, Petrus, Hanks, Miller, Van Strate, TePastte and Duer thanked Sgt. Kik for his service to the community and wished him luck with his new adventure.

Sgt. Kik shared his appreciation for the support of Village Council, staff and residents during his years of service in the Village. Sgt. Kik’s wife Kim also shared her appreciation for the support Jason had received from the community.

Sheriff Kempker spoke on behalf of the Ottawa County Sheriff’s Office acknowledging Sgt. Kik for his 30 years of exemplary service to the County.

Motion Hanks, second from TePastte, to adopt Joint Resolution of Appreciation to Sgt. Jason Kik.

Yes: 7  No: 0

B. You Make the Difference Award – Jason Kik

Subject: Sgt. Kik has spent almost 7 years serving the residents of the Village of Spring Lake. DeMario Johnson had put together a short video highlighting Jason’s career in the Village.

President Powers read the YMTD award presented to Sgt. Kik. Unfortunately, due to technical difficulties, the video was not able to be shared but would be email to everyone.

C. Adoption of Ordinance 365 – 7th Amendment to the DDA Plan

Subject: On September 21, 2020 Village Council adopted Resolution 2020 – 18 which stated its intent to amend the development plan of the DDA and set a date of October 19, 2020 for a public hearing on the adoption of a proposed ordinance extending the life span of the DDA until 2042. That public hearing was held and the appropriate the waiting period for comments has passed.

Ordinance No. 365 was an ordinance to adopt and approve the seventh
amendment to the restated and amended Spring Lake Downtown Development Authority Plan and Tax Increment Financing Plan pursuant to the provisions of Michigan Act 197 of 1975, as amended ("Act 197").

Motion by Hanks, second from TePastte, to adopt Ordinance 365, an ordinance to adopt and approve the seventh amendment to the restated and amended Spring Lake Downtown Development Authority Plan and Tax Increment Financing Plan pursuant to the provisions of Michigan Act 197 of 1975, as amended ("Act 197").

Yes: 7  No: 0

D. Proposed Zoning Ordinance Amendments

Subject: Planners Cassie Hoisington and Stacey Fedewa are proposing several changes to the Village’s Zoning Ordinance. Ms. Hoisington will be in attendance at the meeting to answer any questions Council may have regarding the proposed changes.

Hoisington gave an overview of the Ordinance Amendments.

Council agreed to direct staff to set a public hearing date for consideration of an ordinance amendment at the March 15, 2021 meeting.

E. Agreement with GDK for Tanglefoot Park Redevelopment

Subject: The DDA reviewed the proposals for the Tanglefoot Park redevelopment and concur with Council and staff’s recommendation to hire GDK for the project.

Attorney Sullivan said this was a standard agreement and nothing looked out of order, but he couldn’t speak to the numbers, so he recommended those be reviewed.

Motion by Hanks, second from TePastte, to approve a agreement with GDK for the Tanglefoot redevelopment.

Yes: 7  No: 0

7. Department Reports

B. Assistant to the Manager
C. Clerk/Treasurer/Finance Director
E. OCSO
F. Fire
G. DPW
H. Planning
I. Water
J. Sewer
K. Minutes from Various Board & Committees
   1. Planning Commission (12/17/20)
   2. DDA (01/14/21)
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, shared his appreciation for Sgt. Kik and his service to the Village.

12. Adjournment

   Motion by Van Strate, second from Hanks, Village Council adjourned the meeting at 7:37 p.m.

   Yes: 7  No: 0

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Mark Powers, President   Maryann Fonkert, Deputy Clerk