<table>
<thead>
<tr>
<th>Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 p.m.</td>
<td>Audit Presentation (Marv Hinga)</td>
</tr>
<tr>
<td>7:03 p.m.</td>
<td>Budget Adjustments (Marv Hinga)</td>
</tr>
<tr>
<td>7:05 p.m.</td>
<td>109 S. Jackson Street</td>
</tr>
<tr>
<td>7:08 p.m.</td>
<td>Ventrac Sidewalk Machine (Wally Delamater)</td>
</tr>
<tr>
<td>7:13 p.m.</td>
<td>Flood Plain Ordinance</td>
</tr>
<tr>
<td>7:16 p.m.</td>
<td>SLT Agreements</td>
</tr>
<tr>
<td>7:30 p.m.</td>
<td>Tanglefoot Bonding</td>
</tr>
<tr>
<td>7:36 p.m.</td>
<td>Acting Village Manager</td>
</tr>
<tr>
<td>7:38 p.m.</td>
<td>Communications</td>
</tr>
<tr>
<td></td>
<td>• Complaint – COVID-19</td>
</tr>
<tr>
<td></td>
<td>• Complaint - Hydrant</td>
</tr>
<tr>
<td></td>
<td>• Complaint – Waterfowl Ordinance (SLT)</td>
</tr>
<tr>
<td></td>
<td>• Compliment – Crosswalk Markings</td>
</tr>
<tr>
<td></td>
<td>• Inquiry - Food Trucks</td>
</tr>
<tr>
<td></td>
<td>• Inquiry – Parking Ordinance</td>
</tr>
<tr>
<td>7:41 p.m.</td>
<td>Minutes</td>
</tr>
<tr>
<td></td>
<td>Minutes of the August 9, 2021 Work Session and August 16, 2021 regular</td>
</tr>
<tr>
<td></td>
<td>meeting are attached for review. Should you wish to make edits, please</td>
</tr>
<tr>
<td></td>
<td>share that information with Chris Bums or Maryann Fonkert prior to</td>
</tr>
<tr>
<td></td>
<td>September 17, 2021</td>
</tr>
<tr>
<td>7:42 p.m.</td>
<td>Public Comment</td>
</tr>
<tr>
<td></td>
<td>Council Meetings are open to the public, and as such, the public is invited</td>
</tr>
<tr>
<td></td>
<td>to speak at the end of each meeting. Each speaker should ask to be</td>
</tr>
<tr>
<td></td>
<td>recognized by the chair, must state their name and address for the record</td>
</tr>
<tr>
<td></td>
<td>and should limit their comments to 3 minutes.</td>
</tr>
<tr>
<td>7:45 p.m.</td>
<td>Adjourn</td>
</tr>
</tbody>
</table>
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Marvin Hinga, Clerk/Treasurer
DATE: September 10, 2021
RE: Audit Presentation

Background: Each year, Doug Vredeveld attends a Council Meeting to present his finding of the Village’s financial audit.

Issues & Questions Specified: None.

Alternatives: None.

Financial Impact: None.

Recommendation: Schedule Doug to present on 09/20/21.

Attachments: None. The paper copy of the audit will be distributed at the work session for Council review (and prior to presentation by Vredeveld Haefner).
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Marv Hinga, Clerk/Treasurer
DATE: September 10, 2021
RE: Budget Amendments

---

*Background:*

*Issues & Questions Specified:*

*Alternatives:*

*Financial Impact:*

*Recommendation:*

*Attachments:*
### Village of Spring Lake
#### September 2021 Budget Adjustments

<table>
<thead>
<tr>
<th>Adjustment</th>
<th>Account</th>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>249-000.000-695.000</td>
<td>Building</td>
<td>Revenue</td>
<td>Appropriation from Fund Balance</td>
<td>8,737</td>
<td>13,512</td>
<td>4,775</td>
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<tr>
<td></td>
<td>249-381.000-703.000</td>
<td>Building</td>
<td>Zoning/Planning</td>
<td>Part Time Wages</td>
<td>0</td>
<td>150</td>
<td>150</td>
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<tr>
<td></td>
<td>249-381.000-707.000</td>
<td>Building</td>
<td>Zoning/Planning</td>
<td>Dental Insurance</td>
<td>0</td>
<td>125</td>
<td>125</td>
</tr>
<tr>
<td></td>
<td>249-381.000-801.400</td>
<td>Building</td>
<td>Zoning/Planning</td>
<td>Contract Building Inspection</td>
<td>500</td>
<td>5,000</td>
<td>4,500</td>
</tr>
</tbody>
</table>

Adjust Building Fund Budget

| #2         | 202-000.000-695.000 | Major Streets | Revenue       | Appropriation from Fund Balance       | 0       | 11,075   | 11,075 |
|            | 236-000.000-702.001 | Major Streets | Routine Maintenance | Non-Motorized Pathway Expense | 2,500 | 13,575   | 11,075 |

Adjust Major Street Budget for M-104 Crosswalk Project awarded at June 2021 Council meeting.

11,075
WORK SESSION AGENDA REPORT

TO:       Village President Mark Powers & Village Council Members
FROM:     Chris Burns, Village Manager
DATE:     September 10, 2021
RE:       109 S. Jackson Warranty Deed

Background: The Village has entered into an agreement for a property swap for parcels 70-03-15-381-025 (109 S. Jackson) and 70-03-15-381-020 (209 W. Exchange). Before the swap can actually take place, the agreement has the following stipulations:

- 4b – Site plan approval (on the 09/28/21 agenda).
- 5a – Each party has to provide a warranty deed to the other for the swap.
- 5c/d – Each party has to provide title insurance 30 days prior to closing.

Issues & Questions Specified: The site plan is on the Planning Commission agenda for September 28, 2021. If the Planning Commission tables the project, Council cannot execute the swap. ARM has a deadline of 10/01/21, per their lending institution, for the property swap.

Alternatives: None. There is a development agreement in place for these parcels.

Financial Impact: The cost to draft the warranty deeds is unknown at this time, but insignificant. The impact to the tax base is also unknown at this time. The SEV & TV for 109 S. Jackson was $235,600 & $225,817 respectively, for 2021. Both will drop to -0- for 2022. The SEV & TV for 209 W. Exchange was -0- for 2021 and will increase significantly (but TBD) for 2022.

Recommendation: Consent agenda – motion to approve President Mark Powers to sign the warranty deed and attend the closing at Transnation Title Agency at the end of September.

Attachments:

Development Agreement
Warranty deeds
Title Commitment
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.

(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. The development agreement or further assurances will guarantee to the Village that ARM will complete its development of the Village Property by that deadline; failure by ARM to complete the development by the deadline shall give the Village the option to demand the Village Property be returned to the Village, the ARM Property be returned to ARM, and the Village be reimbursed by ARM for Village expenses incurred in reliance on this 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, including construction plans, for the Village Property within a reasonable period of time from the Village’s Planning Commission and other permitting authorities, which approval shall be subject to the discretion of the Village’s Planning Commission and other permitting authorities, exercised in accordance with the zoning ordinance and other applicable 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.

(d) 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.

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) Village Title Insurance Commitment. At least 30 days before the closing, the Village shall provide to ARM a commitment for the issuance of an owner’s policy of title insurance for the Village Property. The cost of purchasing the insurance shall be paid by ARM.
(d) Arm Title Insurance Commitment. At least 30 days before the closing, ARM shall provide to the Village a commitment for the issuance of an owner's policy of title insurance for the ARM Property. The cost of purchasing the insurance shall be paid by the Village.

(e) 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.

(f) 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

By: ________________________________ Date Signed: ________________________________

Its: ________________________________

ARM

ARM Holding Co., LLC

By: ________________________________ Date Signed: 21/06/2021

Its: ________________________________
INVOICE

Invoice #: 297450
Invoice Date: 8/31/2021
File Number: 363422LKS
Other File Number:

To:
Village of Spring Lake
102 W. Savidge St.
Spring Lake, MI 49456
Ph: 616-842-1393

From:
Transnation Title Agency of Michigan Lakeshore Division
570 Seminole Road, Suite 102
Muskegon, MI 49444
Ph: 231-737-9111
Examined by: David Morey
dmorey@transmi.com
616-295-2595

Loan Amount: $TBD
Open Date: August 23, 2021

Sales Price:

Buyers: ARM Holding Co., LLC, a Michigan limited liability company
Sellers: Village of Spring Lake, a Michigan municipal corporation

Properties: V/L W. Exchange St, Spring Lake, MI 49456

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Owner</td>
<td>$TBD</td>
<td>1</td>
<td>$TBD</td>
</tr>
</tbody>
</table>

Subtotal $TBD
Grand Total $TBD

Net Due in 30 days

Additional Copies to:
ARM Holding Co., LLC, Sarah Ordish sarah.ordish@teamarm.com Fx:
Dickinson & Wright PLLC, Ronald Bultje rbultje@dickinsonwright.com Fx:
Transnation Title Agency of Michigan Teresa LaVigne tlavigne@transmi.com Fx:231-737-7304
Transnation Title Agency of Michigan Suzanne Balcom sbalcom@transmi.com Fx:231-737-7304

Please Remit To:
Transnation Title Agency of Michigan Lakeshore Division
570 Seminole Road, Suite 102, Muskegon, MI 49444
Ph: 231-737-9111 Fx: 231-737-7304

Thank You!

Underwritten by Fidelity National Title Insurance Company
**SCHEDULE A**

**Issuing Office File No.:** 363422LKS  
**Commitment No.:** 363422LKS  
**Loan No.:**  
**Property Address:** V/L W. Exchange St, Spring Lake, MI 49456

1. **Commitment Date:** August 25, 2021 at 8:00 am

2. **Policy or Policies to be issued:**
   
   2006 ALTA Owner’s Policy
   
   **Policy Amount:** See Requirement No. 5  
   **Proposed Insured:** ARM Holding Co., LLC, a Michigan limited liability company

3. **The estate or interest in the land described or referred to in this Commitment is** Fee Simple

4. **Title to the estate or interest in the Land is at the Commitment Date vested in** Village of Spring Lake, a Michigan municipal corporation [Vesting Document(s)]

5. **The Land is described as follows:** Located in the Village of Spring Lake and Township of Spring Lake, County of Ottawa, State of Michigan,

Lot 9, Block 14, Bryant's Addition to the Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 49, Ottawa County Records.
SCHEDULE B – SECTION I

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Until the Company is supplied the identity and amount for the Proposed Insured, for the purposes of this commitment the Proposed Insured will be Village of Spring Lake, a Michigan municipal corporation or its assignee or nominee and the proposed Policy Amount is limited to $10,000.00. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. This commitment may be subject to such further requirements as may be deemed necessary.

6. Submit evidence satisfactory to the Company of the statutory authority under which the Village of Spring Lake has the authority to sell. This commitment is subject to such further requirements as may then be deemed necessary.

7. Warranty Deed from authorized officer of Village of Spring Lake, a Michigan municipal corporation to ARM Holding Co., LLC, a Michigan limited liability company.

NOTE: In the event the land to be insured is 'Commercial Real Estate' as defined in Public Act 201 of 2010 and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.

2021 City taxes are exempt. (Includes 2021 Village taxes, which are exempt.)
2020 County taxes are exempt.
2021 State Equalized Value $0.00.
Property located in the Spring Lake School District.
Principal Residence Status for 2021 is 0%.
Permanent Property No. 70-03-15-381-020.

NOTE: The Village of Spring Lake has indicated there are assessments for water and sewer due and payable upon connection. In the event the assessments are not paid prior to the date of the policy, the policy will reflect the assessments as an exception to coverage.

NOTE: The subject property may lose its tax-exempt status upon conveyance of said property.

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)
SCHEDULE B – SECTION II

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.

4. Easements or claims of easements not shown by Public Records and existing water, mineral, oil and gas exploration rights.

5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.

7. Taxes or special assessments which are not shown as existing liens by The Public Records.

8. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by uncapping and adjustment of the taxable value, retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.

9. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

10. Utility and Streetscape Easement as recorded in Liber 2018, Page 967.

DM
Privacy Policy

We respect the privacy expectations of our customers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

We collect Personal Information about you from the following sources;

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc., and;
- Information from public records.

We do not disclose Personal Information about our customers to anyone, except as permitted by law. We will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you. We may also disclose your Personal Information to other title companies if needed to clear title or assist in title production.

One of the important responsibilities of our company, is to record documents in the public domain. Such documents may contain your Personal Information.

We restrict access to Personal Information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate Federal and State regulations. We utilize industry best practices with security and encryption standards, including Unified Threat Management firewalls and security practices, to shield and protect your personal data in electronic formats from outside threats.

Concurrently with this Notice you may also receive a Privacy Notice from the insurance company we represent in your transaction. Please review that Notice carefully as their privacy policy may differ from ours.

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected
We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:
- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:
- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected
We may collect Personal Information about you from:
- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected
If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Revised May 1, 2018
Copyright © 2018. Fidelity National Financial, Inc. All Rights Reserved.
Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- To enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- To nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- To nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- To law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- In the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “Choices With Your Information” to learn the disclosures you can restrict.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information
If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.
For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to contactus@fnt.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Revised May 1, 2018 Copyright © 2018. Fidelity National Financial, Inc. All Rights Reserved.
Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
Issued by
Fidelity National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned:

Sharlene Shineldecker
Transnation Title Agency of Michigan

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

President

Attest:

Secretary
COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.
THE GRANTOR: ARM Holding Co., LLC, a Michigan limited liability company,

WHOSE ADDRESS IS: 250 Washington Avenue
Grand Haven, Michigan 49417

CONVEYS AND WARRANTS TO THE GRANTEE: Village of Spring Lake, a Michigan municipal corporation,

WHOSE ADDRESS IS: 102 W. Savidge Street
Spring Lake, Michigan 49456

the real estate at 109 S. Jackson Street, Spring Lake, Michigan 49456, Parcel No. 70-03-15-381-025, situated in the Village of Spring Lake, Ottawa County, Michigan, more fully described on Exhibit A attached to this Deed, together with all improvements, fixtures, easements, hereditaments, and appurtenances associated with the real estate ("Property"), subject only to easements, restrictions, interests and reservations of record.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This Deed is given for the consideration set forth in the Real Estate Transfer Tax Valuation Affidavit filed with this Deed.

[Signature follows on next page.]
ARM Holding Co., LLC, a Michigan limited liability company

By __________________________________________

Name: _______________________
Title:   _______________________

Dated:  _____________________________

STATE OF MICHIGAN )
) ss:
COUNTY OF OTTAWA )

The foregoing instrument was acknowledged before me this ___ day of _______________, 202___, by ____________________________, the ___________________ of ARM Holding Co., LLC, a Michigan limited liability company.

Notary Public, State of Michigan, County of ____________
My commission expires __________________
Acting in the County of _____________________________

PREPARED BY AND
WHEN RECORDED RETURN TO:

Ronald A. Bultje
Dickinson Wright PLLC
200 Ottawa Avenue, N.W., Suite 1000
Grand Rapids, Michigan 49503
(616) 336-1007
EXHIBIT A

S 38 FT OF E 58.6 FT OF LOT 11 BLK 14, ALSO N 15 FT OF E 58.6 FT OF LOT 10 OF SD BLK. BRYANT'S ADD
WARRANTY DEED

THE GRANTOR: Village of Spring Lake, a Michigan municipal corporation,

WHOSE ADDRESS IS: 102 W. Savidge Street
Spring Lake, Michigan 49456

CONVEYS AND WARRANTS TO THE GRANTEE: ARM Holding Co., LLC, a Michigan limited liability company,

WHOSE ADDRESS IS: 250 Washington Avenue
Grand Haven, Michigan 49417

the real estate at the northwest corner of W. Exchange Street and S. Jackson Street, Spring Lake, Michigan 49456, Parcel No. 70-03-15-381-020, situated in the Village of Spring Lake, Ottawa County, Michigan, more fully described on Exhibit A attached to this Deed, together with all improvements, fixtures, easements, hereditaments, and appurtenances associated with the real estate ("Property"), subject only to easements, restrictions, interests and reservations of record.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This Deed is given for the consideration set forth in the Real Estate Transfer Tax Valuation Affidavit filed with this Deed.

[Signature follows on next page.]
Village of Spring Lake, a Michigan municipal corporation

By _________________________________

Name: _______________________
Title: _______________________

Dated: _____________________________

STATE OF MICHIGAN )
) ss:
COUNTY OF OTTAWA )

The foregoing instrument was acknowledged before me this ___ day of _______________, 202___, by _________________, the ___________________ of the Village of Spring Lake, a Michigan municipal corporation.

____________________________________

Notary Public, State of Michigan, County of _____________
My commission expires _____________________
Acting in the County of _____________________

PREPARED BY AND
WHEN RECORDED RETURN TO:

Ronald A. Bultje
Dickinson Wright PLLC
200 Ottawa Avenue, N.W., Suite 1000
Grand Rapids, Michigan 49503
(616) 336-1007

4832-0645-0681 v1 [59146-3]
EXHIBIT A

LOT 9 BLK 14. BRYANT'S ADD TO VILLAGE OF MILL POINT
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Wally Delamater, DPW Director

DATE: September 10, 2021

RE: Ventrac Purchase (sidewalk snow removal machine)

Background: For many years the Village DPW has been required to remove snow from the sidewalks throughout the Village. The equipment currently used to clear the walks does work (kind of). The existing equipment was not designed specifically to remove sidewalk snow. They are cumbersome, slow, and the weight of the equipment continually causes damage to the bricks in the sidewalk.

Issues & Questions Specified: Should the Village invest in a piece of equipment specially designed for sidewalk snow removal?

Alternatives: Several similar pieces of equipment were evaluated. The equipment we thought best suited to our operation was thought to be the Ventrac. The dealer brought a demo unit to the DPW and we were able to test it on snow-covered sidewalks for about two weeks. The performance was exceptional. The blower is a little narrow 36” but at least fits on the 48” sidewalk. The unit will also come with a quick detachable power angle/v plow.

Financial Impact:

<table>
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<th>Footnote Amounts:</th>
<th>6,000.00</th>
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<th>20,000.00</th>
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<td>93,500.00</td>
<td>93,500.00</td>
</tr>
</tbody>
</table>

$25,000.00 was budgeted in the 2021/2022 budget to purchase this piece of equipment. The estimated cost is in below budget. The price may vary slightly due to steel pricing.

Recommendation: Recommend to Village Council to authorize the purchase of the Ventrac 2100C tractor, blower NX340 and power angle plow NV360 as detailed in Spartan Distributors Quote #57611-1001 in the amount of $23,330.00

Attachments: pages 1-6
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Wally Delamater, DPW Director
DATE: September 10, 2021
RE: Ventrac, (sidewalk snow removal machine)

Background: For many years the Village DPW has been required to clean the sidewalk throughout the Village. The equipment currently used to clear the walks does work (kinda). The existing equipment was not designed specifically to remove sidewalk snow. They are cumbersome, slow, and the weight of the equipment continual causes damage to the bricks in the sidewalk.

Issues & Questions Specified:

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Financial Impact:

<table>
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<th>CAPITAL OUTLAY</th>
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<td></td>
<td></td>
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<tr>
<td>PICKUP TRUCK PURCHASE</td>
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<tr>
<td>GL # FOOTNOTE TOTAL:</td>
<td></td>
<td></td>
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<td></td>
<td>93,500</td>
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</tbody>
</table>

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Attachments: pages 1-6
# Pricing Quote

**Quote #: 57611-1001**

**Date Quoted:** August 6, 2021  
**Quote Expires:** September 6, 2021

---

### Prepared For:

Kyle  
Spring lake

### Prepared By:

Spartan Distributors  
Aj Rings  
487 W. Division St  
Sparta, MI 49346  
Phone: 616-340-4143

---

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

<table>
<thead>
<tr>
<th>QTY</th>
<th>Model #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2100C (39.61100)</td>
<td>Ventrac Tractor: NT, 2100C SSV Kawasaki FS600V</td>
<td>12,170.00</td>
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<td>70.6006</td>
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<td>NX340 (39.65115)</td>
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**Subtotal: $23,330.00**

**Promotion (5%)**

**TOTAL USD $**

$23,330.00
NX340
SNOW BLOWER

VENTRAC

• Perfect For Sidewalks
• Cuts Through Deep Snow Easily
• Hydraulic Chute Rotation

• Sized For Narrow Walks
• Two Stage Blower
• Commercial Grade Construction
**SNOW BLOWER**

<table>
<thead>
<tr>
<th><strong>Model</strong></th>
<th>NX340</th>
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<tbody>
<tr>
<td><strong>Dimensions</strong></td>
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</tr>
<tr>
<td>Length</td>
<td>47 inches</td>
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<tr>
<td>Overall Height</td>
<td>51-1/2 inches</td>
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<tr>
<td>Overall Width</td>
<td>34-1/4 inches</td>
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<tr>
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<td><strong>General</strong></td>
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<td>Chute Rotation</td>
<td>228°</td>
</tr>
<tr>
<td>Auger Diameter</td>
<td>12-3/16 inches</td>
</tr>
<tr>
<td>Main Auger RPM</td>
<td>160 RPM (based on 3,600 RPM)</td>
</tr>
<tr>
<td>Directional Control</td>
<td>Hydraulic</td>
</tr>
<tr>
<td>Fan Diameter</td>
<td>18 inches</td>
</tr>
<tr>
<td>Fan RPM</td>
<td>750 RPM (based on 3,600 RPM)</td>
</tr>
</tbody>
</table>

The 34" wide Ventrac KX340 Snow Blower is built for commercial snow clearing operations of sidewalks, driveways, and other areas. A two stage snow blower, the KX340 features a 12-3/16" diameter solid auger for best snow transfer, a large 18" diameter fan, and the ability to move SSV pounds of snow per minute at distances up to 30 feet. Standard features include adjustable cast iron skid shoe discs at the rear, high carbon hardened steel shoes at the side, and a reversible high carbon hardened steel cutting edge.

The hydraulically activated discharge chute can rotate 228 degrees, all from the convenience of Ventrac's exclusive S.D.L.A. control system. Chute deflection is manually adjustable. An electric chute deflection controller is optional.

**ACCESSORIES**

- 12V Switch & Plug
- Cut Through Deep Snow
- Put Snow Where You Want It
- Hydraulic Angle Control
- Full Trip Blade
<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Power Angle</td>
<td>Independent cylinders</td>
</tr>
<tr>
<td>Blade Wing Selection</td>
<td>Electric Solenoid</td>
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<tr>
<td>Spring Trip</td>
<td>Mechanical On/Off</td>
</tr>
<tr>
<td>Blade Wing Angle (Forward/Backward)</td>
<td>30 Degrees</td>
</tr>
<tr>
<td>Adjustable Skid Shoes</td>
<td>Standard</td>
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**Dimensions**

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Measurement</th>
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</thead>
<tbody>
<tr>
<td>Length</td>
<td>24 inches (61 cm)</td>
</tr>
<tr>
<td>Overall Width</td>
<td>36 inches (91.4 cm)</td>
</tr>
<tr>
<td>Width, Wings Swept Back</td>
<td>36 inches (91.4 cm)</td>
</tr>
<tr>
<td>Width, Wings Swept Forward</td>
<td>32 inches (81.3 cm)</td>
</tr>
<tr>
<td>Height</td>
<td>21.5 inches (54.6 cm)</td>
</tr>
<tr>
<td>Weight</td>
<td>255 lbs (115.6 kg)</td>
</tr>
</tbody>
</table>

All specifications subject to change without notice or obligation.

**HYDRAULICALLY ANGLE EITHER WING**

The NV360 V-Blade brings some exciting features to the SSV platform.

The blade features a patent-pending trip-edge that rotates and translates simultaneously in order to function even in a direct impact in the V position. This is a unique feature from any other V blade and one that makes this the best functioning sidewalk snow removal blade available.

Just like our ND straight blades, the NV360 also adds oscillation to the main structure in order to follow inconsistencies in the pavement.

This V-Blade is perfect for clearing snow that is deeper than what a straight blade can handle. And with the V position, it allows operators to travel much faster and work even more efficiently. With fully active wings, it also makes relocation of snow piles easier with the scoop position.

Poly edge kits will be available for these blades as well.

**TRACTOR COMPATIBILITY KEY:** SSV
All new Ventrac tractors and attachments purchased in the United States and Canada are covered by Ventrac’s V-Plus Warranty, so you can purchase with confidence! Under the V-Plus, we will repair, replace, or adjust any part manufactured by Venture Products, Inc. that is defective in material and/or workmanship.

2-Year Commercial Limited Warranty
SSV/3000/4000 series tractors and attachments
- 2 years with unlimited hours

Engine Warranty*
Covered by engine manufacturer
- Briggs 3/LC = 2-year w/ 3rd major parts only
- Briggs V-twins = 3-year
- Kawasaki V-twins = 3-year
- Kubota 3 cylinder = 2-year or 2000 hours**
  with 3rd year major parts only or 3000 hours**

*Please refer to the engine manufacturer’s warranty statement included in your owner’s manual.
** Whichever occurs first

Exclusions
Replacement parts - limited to 90 days

Limitations and Conditions
Ventrac equipment, including defective parts, must be returned to your authorized Ventrac dealer within the warranty period. The warranty extends to the cost to repair or replace (as determined by V.P.I.) the defective part. The expense of pickup and delivery of equipment, service call drive time or any transportation expense incurred for warranty repair is the responsibility of the owner. Proof of purchase may be required. Warranty work must be completed by an authorized Ventrac dealer.

This warranty extends only to Ventrac turf equipment operated under normal conditions and properly serviced and maintained. The warranty does not cover repair of damage due to normal use, wear and tear, maintenance services, repair of damage related to abuse, neglect, accident or use of the turf equipment which is not in accordance with operating instructions in the operator’s manual, or damage resulting from repair of Ventrac turf equipment by person or persons other than an authorized Ventrac service dealer or the installation of parts other than genuine Ventrac parts or Ventrac recommended parts.
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: September 10, 2021
RE: Floodplain Ordinance Update

**Background:** Requirements necessary to participate in the National Flood Insurance Program (NFIP) are contained within the Michigan building codes. FEMA has notified the Village that we have until October 21, 2021 to adopt a floodplain management ordinance the meets or exceeds the NFIP requirements. Bob Sullivan has drafted the ordinance amendment to meet the requirements, as outlined by Matthew Occhipinti, Floodplain Engineer for EGLE.

**Issues & Questions Specified:** Should the Village adopt an ordinance amendment to continue participation in the NFIP?

**Alternatives:** Do not adopt the ordinance amendment, thereby precluding residents from participation.

**Financial Impact:** The cost to draft the ordinance amendment and to publish the notices.

**Recommendation:** Hold a public hearing on September 20, 2021 and adopt the ordinance amendment.

**Attachments:**

Letter from FEMA
Proposed Ordinance Amendment
July 19, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Dear Mr. Powers:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the Village of Spring Lake, Michigan, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on October 21, 2021; and
- by the FIS and FIRM effective date, the Department of Homeland Security’s Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations (CFR) Section 60.3(d).

As noted in FEMA’s letter dated April 21, 2021, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Ottawa County. Therefore, the Village of Spring Lake should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the Village of Spring Lake will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Michigan Department of Environmental Quality. You may contact Matthew Occhipinti, P.E., CFM, the NFIP State Coordinator, by telephone at (616) 204-1708, in writing at 350 Ottawa Avenue Northwest, Unit Ten, Grand Rapids, Michigan 49503-2316, or by electronic mail at occhipintim@michigan.gov.

The FEMA Regional staff in Chicago, Illinois, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant
Mark Powers
July 19, 2021
Page 2

floodplain management measures will provide protection for the Village of Spring Lake and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (312) 408-5500 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region 5, at 536 South Clark Street, Sixth Floor, Chicago, Illinois 60605.

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA’s official notification that you only have until October 21, 2021, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community’s adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community’s floodplain management measures are approved by the FEMA Regional Office by October 21, 2021. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Additional information on community suspensions as proposed, other notices of current NFIP community status information, and details regarding updated publication requirements of community eligibility status information under the NFIP can be found on the Community Status Book section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book. Notices for scheduled suspension will be available on the National Flood Insurance Community Status and Public Notification section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book/public-notification. Individuals without internet access will be able to contact their local floodplain management official and/or NFIP State Coordinating Office directly for assistance.

Sincerely,

Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Kevin M. Sligh Sr., Acting Regional Administrator, FEMA Region 5
    Matthew Occhipinti, P.E., CFM, NFIP State Coordinator, Michigan Department
      Environmental Quality
    Lukas Hill, Zoning Administrator, Village of Spring Lake
August 26, 2021

Via Email

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

Re: Flood Damage Prevention Ordinance Amendment

Dear Ms. Burns:

Enclosed you will find a proposed Flood Damage Prevention Ordinance Amendment and Notice of Public Hearing which you previously requested. Please review and advise as to any questions. If acceptable, the Ordinance Amendment may be submitted to Council for their consideration.

Your anticipated attention is appreciated.

Very truly yours

SCHOLTEN FANT

Robert E. Sullivan

RES/kat
Enclosures
ORDINANCE NO. ________

VILLAGE OF SPRING LAKE FLOOD DAMAGE PREVENTION ORDINANCE

AMENDMENT

AN ORDINANCE TO AMEND CHAPTER 189 OF THE CODE OF ORDINANCES ADOPTED BY THE VILLAGE OF SPRING LAKE, OTTAWA COUNTY, STATE OF MICHIGAN, SPECIFICALLY SECTION 189-6 TO DESIGNATE REGULATED FLOOD HAZARD AREAS UNDER THE PROVISIONS OF THE STATE CONSTRUCTION CODE ACT, ACT NO. 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Amendment of the Code of Ordinances. Section 189-6 of Chapter 189 of the Code of Ordinances adopted by the Village of Spring Lake, Ottawa County, State of Michigan, is hereby amended in its entirety as follows:

§189-6. Designation of Regulated Flood Prone Hazard Areas

The areas of specialized flood hazard are identified by the Federal Insurance Administration via scientific and engineering report entitled "The Flood Insurance Study for Ottawa County, All Jurisdictions, effective 10/21/21 and the following Flood Insurance Rate Map (FIRM) panels: 26139CIND0C, 26139C0079F, 26139C0083F, effective 10/21/21 and 26139C0087E, 26139C0091E, effective 12/16/2011 which are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be part of Section 1612.3 of the Michigan Building Code, and to provide the content of the “Flood Hazards” section of Table R301.2(1) of the Michigan Residential Code. The flood insurance study, flood insurance rate maps and flood boundary-floodway maps are on file at the Village Hall at 102 W. Savidge Street, Spring Lake, Michigan.

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

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

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

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

VILLAGE OF SPRING LAKE

Dated: _________________, 2021

By: ______________________
Mark Powers
Its: President

By: ______________________
Marvin Hinga
Its: Clerk
CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, certify that the foregoing Spring Lake Village Flood Damage Prevention Ordinance Amendment was adopted at a regular meeting of the Village Council held on ____________, 2021. The following members of the Village Council were present at that meeting:

__________________________________________ ________________

The following members of the Village Council were absent:

__________________________________________

The Ordinance was adopted by the Village Council with members of the Council ________________ ________________ voting in favor, and members of the Council __________________________________ voting in opposition. Notice of Adoption of the Ordinance was published in The Grand Haven Tribune on ________________, 2021.

__________________________________________

Marvin Hinga, Clerk/Treasurer
Village of Spring Lake
NOTICE OF PUBLIC HEARING
ON ADOPTION OF PROPOSED
FLOOD DAMAGE PREVENTION ORDINANCE AMENDMENT FOR
VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MICHIGAN

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

NOTICE IS HEREBY GIVEN:

1. The Village Council of the Village of Spring Lake, Ottawa County, Michigan, is considering a proposed Flood Damage Prevention Ordinance Amendment.

2. The Ordinance proposes to amend Chapter 189, Section 189-6 of the Code of Ordinances to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972.

3. A copy of the Flood Damage Prevention Ordinance Amendment referred to above, is on file at the Spring Lake Village Hall, the Village Manager’s Office, 102 W. Savidge Street, Spring Lake, Michigan, and may be inspected at any time between the hours of 8:00 a.m. and 5:00 p.m., each weekday, except holidays, beginning _____________, 2021, by any interested person.

4. The Village Council will hold a public hearing on September 20, 2021, at the Barber School, 102 W. Exchange Street, Spring Lake, Michigan at 7:30 p.m., local time, to consider the approval, rejection, or approval with modifications of the proposed Flood Damage Prevention Ordinance Amendment.

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

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

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

Dated: __________________________

Clerk/Treasurer
Village of Spring Lake
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: September 10, 2021
RE: SLT/SLV Agreements

**Background:** Over the course of the past few years, the Village and the Township have entered into a number of agreements, some more formal than others, for things such as space sharing at Village Hall, equipment sharing and personnel sharing.

Looking ahead, the SLT/SLV Committee (comprised of Jim Koster, Carolyn Boersma, Michael Duer, Mark Powers, Gordon Gallagher and Chris Burns) felt that it is important to memorialize these agreements prior to changes in elected or appointed officials. New, up-to-date agreements were drafted by Sluggett Bloom (a legal firm without any bias towards the Village or the Township). The agreements were then sent to Ron Bultje (representing the township) and Bob Sullivan (representing the Village) for review.

**Issues & Questions Specified:** Should SLT & SLV enter into updated agreements for space, equipment and personnel sharing?

**Alternatives:** Do nothing and continue to rely on the old agreements, although some are expired.

**Financial Impact:** SLT & SLV are sharing the cost of Bloom Sluggett for the drafts. Each jurisdiction will incur their own costs with their respective attorneys for final review.

**Recommendation:** Review the preliminary agreements. These can either be placed on the regular agenda if they are back in time from Bob Sullivan or they can be placed on the October agenda for consideration.

**Attachments:** Preliminary drafts of agreements.
SPRING LAKE TOWNSHIP – VILLAGE OF SPRING LAKE

INTERGOVERNMENTAL AGREEMENT FOR SHARING PERSONNEL AND CERTAIN MUNICIPAL SERVICES

This AGREEMENT is made this __ day of __________, 2021, between Spring Lake Township, 101 S. Buchanan Street, Spring Lake, MI 49456 (the “Township”) and the Village of Spring Lake, 102 W. Savidge Street, Spring Lake, MI 49456 (the “Village”) (referred to individually as “Party” and collectively as the “Parties”) and pertains to sharing personnel resources for collaboration in providing certain municipal services.

RECITALS

Regarding general administrative, office, and clerical staff services:

WHEREAS, the Parties recognize that the costs of providing municipal services have increased significantly over the past several years; and

WHEREAS, the Parties recognize that there are additional cost savings to be realized by the coordinated use of general and specific personnel employed by the Parties; and

Regarding water/sewer billing services:

WHEREAS, the Parties both operate public water and public sanitary sewer systems within their respective boundaries; and

WHEREAS, public water and public sanitary sewer systems require personnel and technology to bill the customers served by those systems; and

Regarding tax collection services:

WHEREAS, a schedule for accounting and delivery of taxes collected by the Township’s Treasurer for another governmental unit, such as the Village, and for the interest earnings on those tax collections, is established by MCL 211.43(3) of the General Property Tax Act, as amended (the “Act”); and

WHEREAS, the Parties are authorized by MCL 211.43(4) to agree to an alternative schedule for delivering tax collections in lieu of the schedule in MCL 211.43(3); and

WHEREAS, the Parties are authorized by MCL 211.43(4) to make an agreement regarding interest earned on tax collections that varies from the provisions of the General Property Tax Act; and

(19521-004-00126252.4) 1
Regarding future lawful services:

WHEREAS, due to technology advances, and changes to the Parties’ populations and infrastructures, among other factors, the Parties recognize the mutual future need and benefits to sharing personnel to provide additional, currently unidentified lawful services that may arise; and

WHEREAS, the Parties recognize that the need for sharing future personnel resources may arise spontaneously and require an expeditious approval method; and

In total:

WHEREAS, the Parties desire to join together by sharing personnel resources, however specifically employed, to uniformly and efficiently provide for, manage, and administer certain municipal services in their respective municipal jurisdictions, including but not limited to: general administrative, office, and clerical staff services; water/sewer billing services; tax collection services; and future lawful services and duties as may be later identified and agreed upon through the addendum process herein expressed;

AGREEMENT

NOW, THEREFORE, pursuant to the authority recited below, the Parties agree as follows:

ARTICLE I - SOURCES OF AUTHORITY FOR AGREEMENT

Sources of Authority.

The sources of authority for this Agreement include, but are not limited to, the following:


B. The Intergovernmental Contracts Between Municipal Corporations Act, PA 35 of 1951, MCL 124.1 et seq.

C. The Urban Cooperation Act, PA 7 of 1967, MCL 124.501 et seq.

D. The Intergovernmental Transfer of Functions and Responsibilities Act, PA 8 of 1967, MCL 124.531 et seq.

ARTICLE II – ADMINISTRATIVE, OFFICE, AND CLERICAL STAFF SERVICES

Section 1. General Provisions. The provisions of this Article shall be considered general provisions. These provisions control unless and a more specific provision of another article applies. Where a more specific article addresses a specific employee type, duty, or service provided, these general provisions supplement that specific provision to the extent they are not inconsistent.
Section 2. **Employment of Personnel.** All individuals employed by either separate Party shall remain an employee of that respective Party. All wages and fringe benefits paid to an employee shall be paid by their respective Party employer.

Section 3. **Liability Insurance.** Each Party shall be separately responsible to provide all liability insurance coverage for the individual employees employed by the Party.

Both Parties shall provide to the other reasonable opportunities for the Parties’ respective insurance providers to review the liability insurance coverage provided by the other.

Section 4. **Nonwaiver of Governmental Immunity.** The Parties both agree that the underlying services, obligations, duties, and actions of this Agreement for the sharing of personnel resources for collaboration to provide certain municipal services constitute the exercise or discharge of governmental functions. The Parties each recognize and agree that the employee(s) of either Party, when performing services, obligations, duties, and actions under this Agreement for the other Party, are properly authorized to do so and are validly exercising or discharging governmental functions. Neither Party waives sovereign or governmental immunity by entering into this Agreement. The Parties specifically retain immunity and all defenses available to them as sovereign municipalities pursuant to applicable Federal law and the laws of the State of Michigan.

Section 5. **Assignment of Work.** The Township’s Manager will assign work among the employees of the Township and the Village’s Manager will assign work among the employees of the Village. The Township’s Manager may at times assign Village duties to Township employees, and the Village’s Manager may at times assign Township duties to Village employees, all per the terms of this Agreement.

Section 6. **Distribution of Work.** Both the Township’s Manager and the Village’s Manager may review the assignment of work to individuals employed by their respective Party, to ensure a fair division of labor among the employees of the Parties, and to ensure both Parties’ needs are met.

Section 7. **Indemnification.** To the extent allowed by law, the Parties agree to hold one another harmless and to indemnify the other from any demands, lawsuits, damages (including consequential damages), claims, administrative or judicial actions or decisions, judgments, awards, or other losses due to or arising from a Party’s own employee’s actions or the employee’s performance of any services under this Agreement for or on behalf of the other Party regardless of fault or negligence.

Section 8. **Duration of the Agreement.** This Agreement shall take effect when it has been approved and executed by both Parties. The Agreement shall remain in effect for five (5) years. Either Party may terminate this Agreement upon 30 days’ written notice to the other Party. Upon breach of this Agreement, either Party may terminate this Agreement immediately with notification.
Section 9. **Covenant to Cooperate.** The Village and Township covenant and agree that they will: cooperate with each other, the affected landowners, and with agents or instrumentalities of the Village, Township, County, or State relating to the performance of actions in connection with or pursuant to this Agreement; and will do all things necessary in a legally sufficient and reasonably expeditious manner to effectuate the intent of this Agreement.

Section 10. **Amendment of this Agreement.** This Agreement may be amended only by a written document approved and signed by both Parties.

Section 11. **Articles and Other Headings.** The articles and section captions in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The Recital of Facts in Support section of this Agreement shall be deemed to contain substantive provisions of this Agreement.

Section 12. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

Section 13. **Venue.** Venue is in Ottawa County, Michigan.

Section 14. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement shall be held to be illegal, invalid, or unconstitutional by any court of competent jurisdiction, that court decision shall not affect or impair the remaining provisions of this Agreement.

Section 15. **Notices.** Any notice, demand, or communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first class or certified mail addressed as follows:

If to the Village:                 Village of Spring Lake Clerk  
                                   102 W. Savidge Street  
                                   Spring Lake, MI 49456

                                   With copies to:
                                   Village of Spring Lake President  
                                   102 W. Savidge Street  
                                   Spring Lake, MI 49456
                                   Village of Spring Lake Manager  
                                   102 W. Savidge Street  
                                   Spring Lake, MI 49456

If to the Township:               Spring Lake Township Clerk  
                                   101 Buchanan Street,  
                                   Spring Lake, MI 49456
ARTICLE III - WATER/SEWER BILLING SERVICES

Section 1. Employment of Personnel. The individual(s) currently employed by the Village to provide water/sewer billing services to the Village shall remain a Village Employee (the “WSB Employee”). The wages and fringe benefits paid to the WSB Employee shall be paid by the Village. Nothing in this Agreement shall change the fact that the WSB Employee shall remain an employee of the Village for all purposes, and that the Village shall remain the employer of the WSB Employee.

Section 2. Township Water/Sewer Billing Services. The Parties estimate that the WSB Employee will be able to continue to provide water/sewer billing services to the Village and will also be able to provide water/sewer billing services to the Township, in accordance with the terms of this Agreement.

Section 3. List of Duties. The list of duties for the WSB Employee to provide to the Township per this Agreement, in providing water/sewer billing services, is attached as Exhibit A (the “WSB Services”). The Township and the Village estimate that the WSB Employee will spend approximately _____ hours per week providing these WSB Services to the Township.

Section 4. Payment for Duties. The Township shall pay the Village $_______ per calendar month (or a pro-rated amount for any partial calendar month) during the term of this Agreement in return for the WSB Employee providing the WSB Services to the Township.

ARTICLE IV - TAX COLLECTION SERVICES

Section 1. Village Taxes Collection. The Township shall collect the Village Taxes issued July 1 by preparing the tax roll, printing and mailing the tax statements, collecting the Village Taxes with applicable interest and penalties, remitting collections to the Village as provided in this Agreement, and turning over the settlement of delinquent Village Taxes to Ottawa County after each September 14th settlement with Ottawa County. To allow the Township to collect Village Taxes in a timely manner, on or before each May 15th preceding a July 1st tax bill, the Village shall provide the Township with a written certification of the Village Taxes to be collected. In addition, within the times required by the Village Charter and State law, the Village shall take all actions and provide the Township with all documents for the Village Taxes to be lawfully collected by the Township. The Township shall comply with all procedures required by State law for the collection of Village Taxes.
Section 2. **Remittance of Village Taxes.** The Township shall account to the Village for the total amount of Village Taxes, including applicable interest and penalties, collected by and on deposit in the account of the Township as of each day that is not a weekend or holiday. When the Township does its regularly scheduled tax disbursement, the Village will be included in that schedule, per State law. Information or records related to the Township’s obligations imposed by this Agreement shall be made available to the Village upon reasonable request.

**ARTICLE V – ADDENDUM PROCESS FOR FUTURE LAWFUL SERVICES AND DUTIES**

Section 1. **Considering Whether to Establish Future Lawful Services and Duties.** Either Party may propose to expand the scope of this Agreement to share personnel resources to provide for, manage, and administer additional, currently unidentified municipal services in their respective municipal jurisdictions (the “Proposal”). Neither Party is obligated to agree to such Proposal. However, if there is a mutual interest in considering such a Proposal, the following criteria shall be applied and must be met with respect to any such proposed future sharing of personnel resources:

A. As long as each Party is legally authorized to provide such proposed services, the Proposal shall describe the specific proposed municipal services, or the logical extensions thereof, that a Party seeks to share in along with as much detail or caveats specific to each Party’s current resources, obligations, or other relevant obligations or duties.

B. The Proposal shall be consistent with the objective of realizing additional cost savings by the coordinated use of general and specific personnel employed by the Parties, and the coordinated use of general and specific personnel employed by the Parties shall be reasonable and appropriate.

If a Proposal is identified pursuant to the preceding criteria, the Parties may proceed in the manner described in Section 2 below.

Section 2. **Addendum Process for Establishing Collaboration to Provide Future Lawful Service and Duties.** If the Parties mutually agree to share additional personnel resources to provide for, manage, and administer additional, currently unidentified municipal services in their respective municipal jurisdictions, then the Parties may execute an addendum (the “Addendum”) to this Agreement. The terms of this Agreement shall apply and control such Addendum. Such Addendum will be subject to the following:

A. The Parties shall separately approve through their own legislative bodies, a joint resolution approving the Proposal.

B. The Addendum shall constitute a new article of the Agreement, continuing in sequence from the last or most recent amendment or modification to the Agreement.
C. The form of the Addendum will substantially resemble the style of Articles III and IV above, with such substantive provisionary sections as necessary given the additional, currently unidentified municipal service.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above by respective authority of the Village Council and Township Board.

Witnesses:  

VILLAGE OF SPRING LAKE

__________________________________  By: _________________________________
Its: President

__________________________________  By: _________________________________
Its: Clerk

Date: ____________________________

Witnesses:  

SPRING LAKE TOWNSHIP

__________________________________  By: _________________________________
Its: Supervisor

__________________________________  By: _________________________________
Its: Clerk

Date: ____________________________
SPRING LAKE TOWNSHIP – VILLAGE OF SPRING LAKE

INTERGOVERNMENTAL AGREEMENT FOR PUBLIC WORKS, OFFICE AND ADMINISTRATIVE, AND MISCELLANEOUS EQUIPMENT SHARING

This AGREEMENT is made this ___ day of __________, 2021, between Spring Lake Township, 101 S. Buchanan Street, Spring Lake, MI 49456 (the “Township”) and the Village of Spring Lake, 102 W. Savidge Street, Spring Lake, MI 49456 (the “Village”) (referred to collectively as the “Parties”) and pertains to the sharing of unused and/or underused public works, office and administrative, and miscellaneous equipment.

RECITALS

WHEREAS, the Parties recognize that the costs of providing services in general have increased significantly over the past several years; and

WHEREAS, the Parties recognize that there are additional cost savings and economy of scale efficiencies to be realized by the sharing of unused and/or underused public works, office and administrative, and miscellaneous equipment between the Parties; and

WHEREAS, due to technology advances, and the Parties’ populations and infrastructures changes, among other factors, the Parties recognize the potential benefits of sharing additional, currently unidentified unused and/or underused public works, office and administrative, and miscellaneous equipment in the future as the need arises; and

WHEREAS, the Parties recognize that a future need to share additional, currently unidentified unused and/or underused public works, office and administrative, and miscellaneous equipment may arise spontaneously and require an expeditious approval method; and

WHEREAS, the Parties desire to join together by sharing public works, office and administrative, and miscellaneous equipment, however specifically owned, to uniformly and efficiently provide for and support the operations of certain municipal services, including future additional, currently unidentified unused and/or underused public works, office and administrative, and miscellaneous equipment as may be later identified and agreed upon by the addendum process herein expressed;

AGREEMENT

NOW, THEREFORE, pursuant to the authority recited below, the Parties agree as follows:

ARTICLE I - SOURCES OF AUTHORITY FOR AGREEMENT

Sources of Authority.

The sources of authority for this Agreement include, but are not limited to, the following:

B. The Intergovernmental Contracts Between Municipal Corporations Act, PA 35 of 1951, MCL 124.1 et seq.

C. The Urban Cooperation Act, PA 7 of 1967, MCL 124.501 et seq.

D. The Intergovernmental Transfer of Functions and Responsibilities Act, PA 8 of 1967, MCL 124.531 et seq.

ARTICLE II – TERMS AND CONDITIONS OF SHARING

Section 1. Responsibilities of the Parties. The following activities and obligations are the individual responsibilities of each Party:

A. Providing adequate liability and equipment insurance coverages for the equipment owned by that particular Party. Proof of such insurance shall be provided to the other Party for each year that this Agreement may be in effect.

B. Each Party shall pay for the use of the equipment provided by the other Party as follows:

   a. For any equipment used, the Party using the equipment shall pay for all fuel costs associated with the work performed by or for that Party.

   b. Rates for rental shall be from Michigan Department of Transportation Equipment Rental Rates (Schedule “C”) or a different hourly rate if mutually agreed upon by the Parties in writing.

C. Each Party shall be responsible for the upkeep, repair, and maintenance of its own equipment. However, in the event that the Party that does not own the equipment uses a piece of equipment for an extended period during which time maintenance is required or recommended, that Party shall be responsible for any necessary maintenance and/or repair during that period of time.

D. Each Party shall be solely responsible for the cost of any materials used while using the other Party’s equipment.

E. Each Party shall be solely liable and responsible for its employees or agents use of equipment, and any damages or injuries resulting therefrom.

F. All equipment shall be operated in compliance with the instructions provided by the manufacturer of the equipment, and/or by the municipality owning the equipment.
Section 2. Equipment Definitions

A. Public Works Equipment ("PW Equipment"): Any motorized or nonmotorized equipment listed in Annex A of this Agreement, for which the primary usage and function is in the operations, repair, and maintenance pertaining to infrastructure projects or exterior services, including but not limited to: municipal construction, streets, signs and markings, sidewalks, electrical services, commercial or industrial cleaning, GIS, SCADA, building and fleet maintenance, excavating, snow removal, tree removal, lawn care, and other similar services.

B. Office and Administrative Equipment ("O&A Equipment"): Any electronic equipment, including but not limited to computers, printers, scanners, video, or audio devices, or related support equipment or devices, listed in Annex B, for which the primary usage and function is for the operation and support pertaining to administrative, staff, or clerical interior office services and projects.

C. Miscellaneous Equipment ("MSC Equipment"): Any fungible general office, sanitation, or kitchen supplies, that are not O&A Equipment nor PW Equipment, used in the normal everyday course of interior office work, including but not limited to: computer paper, tissue, residential cleaning supplies, pens and pencils, etc.

Section 3. Usage of PW and O&A Equipment. When a Party desires to use the PW Equipment or O&A Equipment of the other Party, it shall provide adequate notice to the Party owning the PW Equipment or O&A Equipment. It is agreed and understood that the Party owning the PW Equipment or O&A Equipment shall have priority for use of these items. The requesting Party shall only have access to and use of the other Party’s PW Equipment or O&A Equipment when such use does not conflict with the operations of the equipment owner, as determined by the equipment’s owner in its sole reasonable discretion.

Section 4. PW Equipment Storage. When PW Equipment will be borrowed for more than one (1) day, the Parties shall cooperate to arrange for safe storage of the equipment within the borrowing municipality to minimize travel time.

Section 5. Duration of the Agreement. This Agreement shall take effect when it has been approved and executed by both Parties. The Agreement shall remain in effect for three (3) years. However, it may be renewed by written agreement, executed by both Parties.

Section 6. Withdrawal from Agreement. The Parties may withdraw from this Agreement upon thirty (30) days written notice to the other Party.

Section 7. Amendment of this Agreement. This Agreement may be amended only by a written document approved and signed by both Parties.

Section 8. Covenant to Cooperate. The Parties covenant and agree that they will: cooperate with each other, any affected landowners, and with agents or instrumentalities of the Village, Township, County, or State relating to the performance of actions in connection with or pursuant
to this Agreement and will do all things necessary in a legally sufficient and reasonably expeditious manner to effectuate the intent of this Agreement.

Section 9. Articles and Other Headings. The articles and section captions in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement, except that the Recital of Facts in Support of Agreement shall be deemed to be substantive provisions of this Agreement.

Section 10. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

Section 11. Venue. Venue is in Ottawa County, Michigan.

Section 12. Severability. The provisions of this Agreement are severable. If any part of this Agreement shall be held to be illegal, invalid, or unconstitutional by any court of competent jurisdiction, that court decision shall not affect or impair the remaining provisions of this Agreement.

Section 13. Notices. Any notice, demand, or communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first class or certified mail addressed as follows:

If to the Village: Village of Spring Lake Clerk
102 W. Savidge Street
Spring Lake, MI 49456

With copies to:

Village of Spring Lake President
102 W. Savidge Street
Spring Lake, MI 49456

Village of Spring Lake Manager
102 W. Savidge Street
Spring Lake, MI 49456

If to the Township: Spring Lake Township Clerk
101 Buchanan Street,
Spring Lake, MI 49456

With copy to:

Spring Lake Township Supervisor
101 Buchanan Street,
Spring Lake, MI 49456
The Parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

**ARTICLE III – ADDENDUM PROCESS FOR FUTURE LAWFUL SERVICES AND DUTIES**

**Section 1. Addendum Upon Acquisition or Loss of Equipment.** Either Party may propose to modify the annexed equipment lists A and/or B of this Agreement to share unused and/or underused public works, office and administrative, and miscellaneous equipment (the “Proposal”) following the acquisition or loss of equipment in the future. Neither Party is obligated to agree to such Proposal. However, if there is a mutual interest in considering such a Proposal, the following criteria shall be applied and must be met:

A. The Proposal shall list the specific equipment in reasonable detail.

B. For new acquisitions the Proposal shall list any previous owners, damage and quality history, and other significant information as reasonably known.

If a Proposal is identified pursuant to the preceding criteria, the Parties may proceed in the manner described in Section 2 below.

**Section 2. Addendum Process for Establishing Collaboration to Provide Future Lawful Service and Duties.** If the Parties mutually agree to the Proposal following the acquisition or loss of equipment in the future, then the Parties may execute an addendum (the “Addendum”) to either Annex A or Annex B. The terms of this Agreement shall apply and control such Addendum. Such Addendum will be subject to the following:

A. The Parties shall separately approve through their own legislative bodies, a joint resolution approving of the Proposal.

B. The Addendum shall constitute a new article of the Agreement, continuing in sequence from the last or most recent amendment or modification to the Agreement.

C. The form of the Addendum will substantially resemble the styles of Annex A and Annex B.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date first written above by respective authority of the Village Council and Township Board.

Witnesses:

VILLAGE OF SPRING LAKE

_______________________________  By: _________________________________
Its: President

_______________________________  By: _________________________________
Its: Clerk

Date: ________________

Witnesses:

SPRING LAKE TOWNSHIP

_______________________________
By: _________________________________
Its: _________________________________

_______________________________
By: _________________________________
Its: _________________________________

Date: ________________
ANNEX A – SHARED PUBLIC WORKS EQUIPMENT LIST

Public Works Equipment ("PW Equipment"): Any motorized or nonmotorized equipment listed in Annex A of this Agreement, for which the primary usage and function is in the operations, repair, and maintenance pertaining to infrastructure projects or exterior services, including but not limited to: municipal construction, streets, signs and markings, sidewalks, electrical services, commercial or industrial cleaning, GIS, SCADA, building and fleet maintenance, excavating, snow removal, tree removal, lawn care, and other similar services.

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ANNEX B – SHARED OFFICE AND ADMINISTRATIVE EQUIPMENT LIST

Office and Administrative Equipment ("O&A Equipment"): Any electronic equipment, including but not limited to computers, printers, scanners, video, or audio devices, or related support equipment or devices, listed in Annex B, for which the primary usage and function is for the operation and support pertaining to administrative, staff, or clerical interior office services and projects.

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SPRING LAKE TOWNSHIP – VILLAGE OF SPRING LAKE

INTERGOVERNMENTAL LEASE AGREEMENT FOR
COMMERCIAL AND ADMINISTRATIVE OFFICE SPACE SHARING

This LEASE AGREEMENT is made this _____ day of ________________, 2021, between Spring Lake Township, 101 S. Buchanan Street, Spring Lake, MI 49456 (the “Township” or “Landlord or Tenant” as applicable by the context in Annexes A and B) and the Village of Spring Lake, 102 W. Savidge Street, Spring Lake, MI 49456 (the “Village” or “Landlord or Tenant” as applicable by the context in Annexes A and B) (referred to collectively as the “Parties”), pertaining to the leasing and sharing of commercial, facilities, and/or administrative office space, upon the following terms and conditions:

ARTICLE I – GENERAL TERMS AND CONDITIONS

1. Description of the Premises. Landlord leases to Tenant and Tenant leases from Landlord the area(s), facilities, and/or building(s) currently listed and described in Annex A (the “Premises”), or as may be amended by the addendum process of Article II, whether as a sole tenant or as a tenant in common.

2. Common Areas. In addition to any shared portion of the Premises as described in Annex A, Landlord shall also make available such related support areas and facilities of common benefit to the Tenant, including parking areas, driveways, sidewalks and ramps, service areas, doorways, entry ways, hallways, lighting facilities, and landscaped areas (the “Common Areas”). Landlord shall operate, manage, equip, light, insure, repair, and maintain the Common Areas. Subject to the terms of this Lease Agreement, all Common Areas shall be under the exclusive control and management of Landlord.

3. Term of the Agreement. This Lease Agreement shall be for the initial term of five (5) years commencing on October 15, 2021 (“Commencement Date”) and terminating on October 14, 2026 (“Termination Date”).

Unless notice as detailed in this section is provided within the first two and one-half years (2.5) of the initial term, the Lease Agreement shall automatically extend one year from the Termination Date. Unless notice as detailed in this section is provided within 12 months after, and every 12 months thereafter, the first two and one-half years (2.5) of the initial term, this Lease Agreement will renew for an additional year unless terminated by either Party. This Lease Agreement shall continue to apply during the extended or renewed term(s).

Should either Landlord or Tenant decide not to extend or renew the term of the Lease Agreement, written notice shall be provided to the other Party within thirty (30) months from the Termination Date, the extended termination date, or any renewed termination date.

4. Rent. All rent amounts specific to different portions of the Premises are provided for in Annex B.
Subject to modification by addenda, except for the first quarter payment of the first year of the initial term, the total annual rent amount, aggregating all rent payable from Township to Village listed on Annex B for items listed and described on Annex A, shall be payable quarterly, in four equal installments, in advance, on October 15th, January 15th, April 15th, and July 15th, respectively. Regarding the first quarter payment of the first year of the initial term, Tenant shall have two weeks from the Commencement Date to issue this first payment. All rent shall be paid to Landlord at the address set forth above or at any other address that Landlord designates in writing, without any prior demand by Landlord and without any deductions or offset.

Subject to modification by addenda, except for the first quarter payment of the first year of the initial term, the total annual rent amount, aggregating all rent payable from Village to Township listed on Annex B for items listed and described on Annex A, shall be payable quarterly, in four equal installments, in advance, on October 15th, January 15th, April 15th, and July 15th, respectively. Regarding the first quarter payment of the first year of the initial term, Tenant shall have two weeks from the Commencement Date to issue this first payment. All rent shall be paid to Landlord at the address set forth above or at any other address that Landlord designates in writing, without any prior demand by Landlord and without any deductions or offset.

Thereafter, on each successive anniversary of the Commencement Date, the annual rent for each item listed on Annex B shall be increased (but not decreased) to an amount which is the product of the initial annual rent amount agreed to for that specific portion of the Premises and a figure representing the market rent increase rate as determined by the Michigan Department of Treasury since the Commencement Date; however, such market rent increase rate shall not be lower than two and one-half percent (2.5%) nor exceed five percent (5%). This information shall be supplied to both parties by the local assessor.

If there has been a decrease in the number provided by the Department of Treasury, except as mutually agreed upon by the Parties, there shall be no decrease in the rent. Such amounts shall be paid as detailed herein and shall be again recomputed on each anniversary of the Commencement Date. If adjustment is delayed due to a delay in securing the market value increase data for the calculation, Tenant shall continue to pay the previously effective rent amount until the adjustment is calculable. After the adjustment is calculated and Tenant is notified thereof, Tenant shall pay retroactively, upon the Landlord’s demand, the adjustment which is due hereunder.

If Tenant fails to pay any amount it owes to Landlord under this Lease Agreement when the amount is due, the amount shall be assessed a one-time late charge of One Hundred Dollars ($100.00) and shall be subject to a service charge until it is paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

5. Operating Expenses. Landlord shall be responsible for payment of the operational expenses associated with Tenant’s use of the Premises.
As used in this paragraph, Landlord’s operating expenses include, without limitation, the following costs and expenses incurred by Landlord with respect to the land and improvements, including the Common Areas, on which the Premises are situated:

(a) Water, sewer, electricity, gas, and other sources of power for heating, lighting, ventilating, or air-conditioning;
(b) Janitorial services contracted for by Landlord, and/or wages, salaries, fringe benefits, and applicable taxes on the employer for service related to the Premises performed by Landlord’s employees;
(c) Supplies used in connection with cleaning and general maintenance;
(d) Snow removal and exterior grounds care;
(e) Installation and maintenance of exterior and common area signs identifying the Village Hall (with the exception of signage specifically for Tenant which shall be installed in accordance with Section 13 below);
(f) Insurance premiums; and
(g) Repairs and general maintenance, but excluding any alterations to meet the needs of Tenant, and any capital investments or improvements defined in accordance with generally accepted accounting principles.

6. Improvements / Alterations. No improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without Landlord’s prior written consent. Tenant shall not paint or decorate any part of the interior or exterior of the Premises or attach or hang any curtains, blinds, shades, screens, awnings or other projections to the interior or exterior of any window of the Premises or on the outside wall of the Village Hall. Also, Tenant shall not attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of the building structure or on any window or door of the Premises without Landlord’s prior written consent, which consent will not be unreasonably withheld. All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the termination of this Lease Agreement. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

7. Maintenance and Repair. Landlord shall maintain and keep the Premises and Common Areas in good condition and repair, including the exterior windows, the heating and air-conditioning equipment, and the electrical and plumbing systems. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful action of Tenant or its agents, employees, invitees, or licensees.

Tenant shall be responsible for all repairs or replacements occasioned by the negligence or willful actions of Tenant or its agents, employees, invitees, or licensees.

8. Assignment and Subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease Agreement or sublet the Premises or any portion of the Premises without Landlord’s prior written consent.
9. **Insurance.** Landlord will insure the building structure, including the Premises and Common Areas against loss or damage under a policy of fire or extended coverage insurance in amounts that Landlord deems appropriate and shall name Tenant as an additional insured. Tenant is responsible for insuring Tenant’s personal property inside the Premises.

The Parties shall keep and hold harmless the other Party from any liability or claim for damages that may be asserted against the other because of any accident or casualty occurring on or about the Premises. Each Party shall, at its own expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of: not less than Five Hundred Thousand Dollars ($500,000.00) for injury or death to any one person; One Million Dollars ($1,000,000.00) for injury or death to more than one person; and, Three Hundred Thousand Dollars ($300,000.00) for damage to property. Each Party shall furnish the other certificates or other evidence that 1) indicates that the insurance is in effect and 2) provides that the other Party shall be notified in writing at least thirty (30) days before cancellation of, any material change in, or renewal of the policy.

10. **Acceptance of Premises.** Tenant’s occupancy of the Premises shall constitute Tenant’s acknowledgment that the Premises are then in acceptable condition.

11. **Damage or Destruction.** During the term of this Lease Agreement, if the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the Premises shall be repaired as quickly as possible at Landlord’s expense unless this Lease Agreement is terminated as provided below. In the event of such damage or destruction, and if this Lease Agreement is not terminated, there shall be an abatement in the rent payments due under this Lease Agreement.

During the term of this Lease Agreement, if the Premises, or any distinctly identified portion thereof, is partially or totally destroyed by fire or other casualty, and the cost of restoring the either or both to its prior condition equals or exceeds fifty percent (50%) of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease Agreement by giving Tenant written notice of its elections to do so within thirty (30) days after the date on which the damage occurs. Upon the giving of the notice, this Lease Agreement shall terminate as of the date on which the damage occurred and the rent shall terminate as of the date on which the damage occurred. If Landlord fails to give notice, this Lease Agreement shall continue and Landlord shall cause the Premises of the building structure to be repaired or restored with due diligence.

12. **Condemnation.** If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of, such a taking, then the term of this Lease Agreement shall cease on that part of the Premises to be taken from the day of the possession of that part is acquired by public authority, and the rent shall be paid up to that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purpose for which the Premises was leased, Tenant shall have the right either to terminate this Lease Agreement or to continue in the
possession of the remainder of the Premises under the terms and conditions of this Lease Agreement, except that the rent shall be reduced in proportion to the amount of the Premises taken and, in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be property of the Landlord, whether the damages are awarded as compensation for diminution of value of the leasehold or to the fee of the Premises. However, Landlord shall not be entitled to any award made to Tenant for the costs of removing fixtures or for business interruption.

13. Signs. Landlord shall provide appropriate signs on the exterior of the Premises and in the Commons Areas. Tenant shall, at its own expense, be responsible for any of its signs on the exterior of the Premises specific to the Tenant. Landlord reserves the right to require uniform signs for the Tenant, and no sign or other advertising or lettering shall be placed on the exterior walls or corridors of the Premises or on any window or doors of the Premises without Landlord’s prior consent, which consent will not be unreasonably withheld.

14. Remedies and Default. If Tenant does any of the following:

a) Defaults in paying any sums to Landlord when due, including rent and additional rent, and does not cure the default within ten (10) days of written notice from the Landlord;
b) Defaults in performing any other covenant or condition of this Lease Agreement and does not cure the other default within thirty (30) days after written notice from Landlord specifying the default; or
c) Is adjudicated as bankrupt or make any assignment for the benefit of creditors;

then Landlord may:

a) Accelerate the full balance of the rent payable for the remainder of the term and sue for the sums due;
b) Terminate this Lease Agreement; or

c) Without terminating this Lease Agreement, reenter the Premises and dispossess Tenant of any other occupant of the Premises and remove Tenant’s effects. Tenant shall remain liable to Landlord for the balance owed minus any alternative rent received by Landlord. Landlord shall use best efforts to sublease the Premises.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease Agreement, or because of the breach of any other covenant to be performed by Tenant or Landlord, and a breach is established, then the breaching Party shall pay to the non-breaching Party all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment as long as a breach has been established.

15. Access to Premises. Landlord shall have the right to enter that portion of the Premises occupied solely by Tenant at all reasonable hours, provided that entry does not interfere with the operation and conduct of Tenant’s business and provided reasonable notice has been given to Tenant. Landlord shall have the right to use all or any part of the Premises to install,
maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises in locations within the Premises that will not materially interfere with Tenant’s use of the Premises.

16. **Rules and Regulations.** Landlord reserves the right to adopt from time-to-time rules and regulations for the operation of the Premises and Common Areas that are customary for buildings of this character and are not inconsistent with the provisions of this Lease Agreement. Tenant and its agents, employees, invitees, and licensees shall comply with all rules and regulations.

17. **Waiver.** Landlord’s failure to insist on a strict performance of any of the terms, covenants, or conditions of this Lease agreement shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this Lease Agreement.

18. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant and its successors and assigns that upon Tenant paying the rent and observing and performing all the terms, covenants, and conditions on Tenant’s parts to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess, and enjoy the Premises and Common Areas for the full term of this Lease Agreement.

19. **Changes by Landlord.** Landlord reserves the absolute right at any time and from time-to-time to make changes or revisions in Village Hall, parking lot, driveways, signs (with the exception of Landlord’s signs), landscaping, and sidewalks, including additions to subtractions from, or rearrangements of the improvements, provided that the changes do not materially alter the use of the Premises.

20. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease Agreement and without signing a new lease agreement, it shall be deemed to be occupying the Premises as a tenant from month-to-month at twice the minimum rent (as adjusted in this Lease Agreement), subject to all the conditions, provisions, and obligations of this Lease Agreement insofar as it can be applicable to a month-to-month tenancy, cancelable by either Party upon seven (7) days’ written notice to the other.

21. **Recording.** Tenant shall not record this Lease Agreement without the written consent of Landlord; however, upon the request of either Party, the other Party shall join in signing a memorandum or so-called “short-form” of this Lease Agreement for the purpose of recordation. The memorandum or so-called “short-form” of this Lease Agreement shall describe the Parties, the Premises, and the term of this Lease Agreement, and shall incorporate this Lease Agreement by reference.

22. **Successors.** This Lease Agreement and its covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns and shall be binding on Tenant and permitted assigns of Tenant.

23. **Recovery By Tenant.** Tenant agrees to look solely to the interest of Landlord in the land and improvements on which the Premises are situated to satisfy any judgment against Landlord as...
a result of any breach by Landlord of its obligations under this Lease Agreement. No other property of Landlord shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this Lease Agreement.

24. **Interpretation.** This Lease Agreement shall be interpreted in accordance with the laws of the State of Michigan.

25. **Venue.** Venue is in Ottawa County, Michigan.

26. **Severability.** The provisions of this Lease Agreement are severable. If any part of this Lease Agreement shall be held to be illegal, invalid, or unconstitutional by any court of competent jurisdiction, that court decision shall not affect or impair the remaining provisions of this Lease Agreement.

27. **Notices.** Any notice, demand, or communication required, permitted or desired to be given under this Lease Agreement shall be deemed effectively given when personally delivered or mailed by first class or certified mail addressed as follows:

   **If to the Village:**
   Village of Spring Lake Clerk
   102 W. Savidge Street
   Spring Lake, MI 49456

   With copies to:

   Village of Spring Lake President
   102 W. Savidge Street
   Spring Lake, MI 49456

   Village of Spring Lake Manager
   102 W. Savidge Street
   Spring Lake, MI 49456

   **If to the Township:**
   Spring Lake Township Clerk
   101 Buchanan Street,
   Spring Lake, MI 49456

   With copy to:

   Spring Lake Township Supervisor
   101 Buchanan Street,
   Spring Lake, MI 49456

The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

**ARTICLE II – ADDENDUM PROCESS TO MODIFY**
COMMERCIAL, FACILITIES, AND ADMINISTRATIVE
OFFICE SPACE SHARING

1. **Addendum Upon Expansion or Reduction of Space Sharing.** Either Party may propose to modify Annex A, the Description of Property list, of this Lease Agreement to expand the leasing and sharing of commercial, facilities, and/or administrative office space (the “Proposal”) following a change in circumstances. Neither Party is obligated to agree to such Proposal. If there is a mutual interest in considering such a Proposal, the following criteria shall be applied and must be met with respect to any such Proposal:

   a) The Proposal shall describe and delineate the specific commercial, facilities, and/or administrative office space to be shared or leased in as much reasonable detail as practicable.

   b) The Proposal shall list the intended purpose and usage that the space will be used for and any other significant information the Parties can specify with a reasonable degree of certainty.

   c) The Proposal shall intend to meet the objective of realizing additional cost savings by leasing and sharing of commercial, facilities, and/or administrative office space(s) owned by the Parties.

   If a Proposal is identified pursuant to the preceding criteria, the Parties may proceed in the manner described in Section 2 below.

2. **Addendum Process for Establishing Expansion or Reduction of Space Sharing.** If the parties mutually agree to the Proposal following a change in circumstances in the future, then the Parties may execute an addendum (the “Addendum”) to Annex A. The terms of this Lease Agreement shall apply and control such Addendum. Such Addendum will be subject to the following:

   a) The Parties shall separately approve through their own legislative bodies, a joint resolution approving the Proposal.

   b) The Addendum shall constitute a new line-item entry in Annex A, continuing in sequence from the last or most recent amendment or modification.

   c) The form of the Addendum will substantially resemble the most recently in force style of Annex A, which shall at minimum include: 1) the description and delineation of the expanded commercial, facilities, and/or administrative office space to be leased or shared; and, 2) the intended purpose and usage proposed for the space, along with any other significant information.

   **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the date first written above by respective authority of the Village Council and Township Board.

Witnesses: VILLAGE OF SPRING LAKE
SPRING LAKE TOWNSHIP

Date: ____________________

Witnesses:

By: _________________________________
Its: Supervisor

By: _________________________________
Its: Clerk

Date: ____________________

By: _________________________________
Its: President

By: _________________________________
Its: Clerk
ANNEX A – DESCRIPTION OF THE “PREMISES” LIST

1. Village Hall – Township’s Sole Occupancy Area.
   Village leases to Township and Township leases from Village that area, described and delineated in Exhibit A, containing approximately 3,486 square feet of space to be occupied solely by Township, which is located in a building structure, along with connected improvements, known as Village Hall (the “Village Hall”), legally described in Exhibit B.

   Township shall use and occupy this portion of the Premises as a general office, for any and all Township functions required or allowed by law, and for no other purpose without Village’s prior written consent. Township shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Township shall not deface or injure the Premises, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the Village Hall, or permit any activity in the Premises that will result in an increase of any insurance premium on the Premises or the building structure.

2. Village Hall – Shared Occupancy Area.
   Village leases to Township and Township leases from Village fifty percent (50%) of a shared occupancy area located in the Village Hall, described and delineated in Exhibit C, containing approximately 6,033 square feet of space.

   Township shall use and occupy this portion of the Premises as a general office, for any and all Township functions required or allowed by law, and for no other purpose without Village’s prior written consent. Township shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Township shall not deface or injure the Premises, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the Village Hall, or permit any activity in the Premises that will result in an increase of any insurance premium on the Premises or the building structure.

3. Barber School Building.
   Village shall also make available to Township the use of facilities situated at the Barber School Building, 102 West Exchange Street, Spring Lake, Michigan 49456, formally described and delineated in Exhibit D.

   Township shall use and occupy this portion of the Premises for the purpose of conducting meetings of the Township Board, Township Planning Commission, Township Zoning Board of Appeals, and Board of Review. In addition, the Barber School Building may be used by the Township for elections and other municipal functions. Scheduling of the use of the building shall be the responsibility of Village. Any improvements to the building for the purpose of facilitating municipal functions shall be mutually agreed on by the Parties, and the cost shall be equally divided between them unless otherwise agreed by the Parties. Any improvements, once completed, shall become a fixture of the Barber School Building and owned by Village.

4. Fire Station #1 – Village’s Sole Occupancy Area.
Township leases to Village and Village leases from Township that area, described and delineated in Exhibit E, containing approximately 800 square feet of space to be occupied solely by Village and Ottawa County Sheriff’s Department personnel, which is located in a building structure, along with connected improvements, known as Fire Station #1, 106 N. Fruitport Road, Spring Lake, Michigan 49456, legally described in Exhibit F.

Village shall use and occupy the Premises as an office space for the Ottawa County Sheriff’s Department. Village may use the Premises for no other purpose without the prior written consent of Township. Village shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Village shall not deface or injure the Premises, permit anything to be done on the Premises tending to create nuisance or to disturb other tenants in the Premises, or permit any activity in the Premises that will result in an increase of any insurance premium on the Premises.
There will be no setoffs of rental amounts due and owed.

Each Party will tender rent separately to the other as described in Section 4 of the Lease Agreement at the rates listed as follows:

1. **Village Hall – Township’s Sole Occupancy Area.** Township shall pay to Village as annual rent the sum of $7.27 per square foot for 3,486 square feet of sole occupancy space listed in the corresponding item number found in Annex A.

2. **Village Hall – Shared Occupancy Area.** Township shall pay to Village as annual rent the sum of $3.64 per square foot for the 6,033 square feet of shared occupancy space listed in the corresponding item number found in Annex A.

3. **Barber School Building.** Township shall pay to Village as annual rent the sum of $____ per square foot for the __________ square feet of shared use of the Barber School Building listed in the corresponding item number found in Annex A.

4. **Fire Station #1 – Village’s Sole Occupancy Area.** Village shall pay to Township as annual rent the sum of $7.27 per square foot for 800 square feet of sole occupancy space listed in the corresponding item number found in Annex A.

5. **Etc.**
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: September 10, 2021
RE: Tanglefoot Bonding

Background: The Village DDA has pledged their full faith and credit to repay the bonds sold for the improvements to Tanglefoot Park (09/09/21 meeting). The overall project budget is $3,500,000 with $1,500,000 raised thru community donations, grants and fund raisers.

Issues & Questions Specified: Should the Village bond for Tanglefoot Park improvements?

Alternatives: None.

Financial Impact: The DDA will repay the loan over the next 15 years.

Recommendation: Motion to approve Resolution 2021 – xx, a resolution approving the sale of bonds. This resolution has not yet been received from our bond counsel. It is anticipated to be received on September 16, 2021 and will be included in the regular meeting agenda packet.

Attachments:

DDA Resolution
Amortization Schedule
Village of Spring Lake, Michigan  
Downtown Development Bonds, Series 2021  
Projected Tax Increment Revenues and Debt Service Coverage

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**WORK SESSION AGENDA REPORT**

**TO:** Village President Mark Powers & Village Council Members  
**FROM:** Chris Burns, Village Manager  
**DATE:** September 10, 2021  
**RE:** Village Manager Vacation

---

**Background:** The Village Manager will be out of the country from 09/19/21 until 10/01/21. While she is unavailable for consultation, it would be appropriate to name an Acting Village Manager in her absence.

**Issues & Questions Specified:** Should Village Council name an Acting Village Manager in the Managers absence?

**Alternatives:** Do not name an Acting Village Manager.

**Financial Impact:** None.

**Recommendation:** Consent agenda - motion to approve Marv Hinga as the Acting Village Manager in Chris Burns’ absence.

**Attachments:** None.
Hi Ann,

The Village does not require proof of vaccination for employment, although our office staff is entirely vaccinated against Covid-19. I am unaware of the vaccination status of other staff members.

Fondly,

Christine Burns

102 W. Savidge St., Spring Lake, MI 49456
P 616.842.1393   F 616.847.1393
christine@springlakevillage.org

-----Original Message-----
From: Ann Bouwkamp <no-reply@www.springlakevillage.org>
Sent: Sunday, August 22, 2021 6:59 PM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Vaccination requirement"

From: Ann Bouwkamp <bouwam51@gmail.com>
Subject: Vaccination requirement

Message Body:
I was saddened to hear of your forced vaccination status for your office staff. This is an experimental shot...it’s an mRNA shot which has never been used on humans before (now used only for a short period of time without known future effects). All medical procedures, vaccines, shots, etc. should be by choice. When we take choice away...there goes freedom.

--
This e-mail was sent from a contact form on Village of Spring Lake (http://www.springlakevillage.org)
Hi Wally,
Thanks for the update ... totally understandable.
If the berm becomes permanent you may need a taller hydrant for the planned replacement.

Hi Christine,
Yes, I understand that the berm was not placed by the Village or the Township. Since I am not an owner/resident at Mill Point Condos I have no say in how they manage their property and the berm. But I have heard rumors that MPC wants to enlarge the berm and make it permanent.
I would just ask that you check to see if/how the berm construction was permitted in order to determine if any action can/should be taken by the Village to avoid further hydrant impacts/costs (i.e. more earthwork and a taller hydrant for the planned replacement).

Thanks again for your prompt responses!

Jerry J. Powell, PE
jerryp412@aol.com
616-292-5959

Sent from my iPhone

On Aug 30, 2021, at 11:20 AM, Christine Burns <christine@springlakevillage.org> wrote:

Mr. Powell,

One additional point for clarification...that berm was not created by the Village and will not be removed by the Village (it’s on private property). You may want to check with the condo association on timelines for clearing it.

Fondly,

Chris

Christine Burns
<image003.png>
102 W. Savidge St., Spring Lake, MI 49456
p 616.842.1393  f 616.847.1393
christine@springlakevillage.org
Mr. Powell,

Hydrants serve two basic purposes, fire flow and water main flushing. This particular hydrant type and location are unique. Due to age, make and model, repair of this hydrant was not feasible. The location of this hydrant would not typically be used for fire flow. The primary purpose of this hydrant, given the location, would be primarily for flushing water mains. This particular hydrant was scheduled for replacement last year. The water levels in 2020 were not conducive to removal and replacement. This specific hydrant is scheduled for replacement in 2021, (this year). I anticipate replacement later this fall.

Thank you for the inquiry.

Wally Delamater
Director, Spring Lake public Works

All,
Here are the pictures from my email to Lori ... just in case you didn’t receive them.
Thanks for your attention.
Jerry Powell
jerryp412@aol.com
<image005.jpg>
<image006.jpg>

Sent from my iPhone

> On Aug 30, 2021, at 8:47 AM, Maryann Fonkert <Maryann@springlakevillage.org> wrote:
> Good Morning Mr. Powell,
> I have included our DPW Director and Village Manager in this email to answer your question regarding the fire hydrant.
Let us know if you have any other questions.

Best Regards,

Maryann

Maryann Fonkert
Deputy Clerk, CMMC, Village of Spring Lake
102 W. Savidge St., Spring Lake, MI 49456
P 616.842.1393  F 616.847.1393
maryann@springlakevillage.org

-----Original Message-----
From: Jerry Powell <no-reply@www.springlakevillage.org>
Sent: Sunday, August 29, 2021 7:42 PM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Orphaned Fire Hydrant @ Mill Point Condos"

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

From: Jerry Powell <jerryp412@aol.com>
Subject: Orphaned Fire Hydrant @ Mill Point Condos

Message Body:
Dear Water Dept.
I live in the west building of Marina Bay Condos overlooking the fire hydrant at the end of Mill Point Drive.
The hydrant did not get new yellow paint like all other hydrants, it is partially buried/blocked by the temporary berm Mill Point installed, and it is missing one outlet plug/cap.
Is this hydrant abandoned on purpose?
If it’s not abandoned, please bring it up to proper working condition and clear the berm for proper access.
Thanks,
Jerry J. Powell, PE
jerryp412@aol.com

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

Spring Lake Township has not yet adopted a similar ordinance regarding the feeding of waterfowl. I do believe they were discussing the benefits of doing so, but I’m not sure where they are at with it. I’ve cc:d their manager so that he can better respond to your question.

Enforcement, on the water, would be challenging. An OCSO would have to witness the feeding (assuming it was in the Village), write a report and have us mail a ticket to the violator. While it could be done, I believe they are usually more focused on water safety issues when they are on the lake. We will do our absolute best to prevent feeding on land and (hopefully) reduce the number of birds that call our parks home. We are already noticing a difference along the Grand River side of the Village.

Thanks for reaching out to us.

Fondly,

Chris

Christine Burns
Village Manager, Village of Spring Lake
102 W. Savidge St., Spring Lake, MI 49456
P 616.842.1393  F 616.847.1393
christine@springlakevillage.org

---------- Forwarded message ----------
From: Marco Polo <mark.powers.jd@gmail.com>
Date: Tue, Sep 7, 2021 at 7:42 PM
Subject: Re: Waterfowl Ordinance
To: Alice Donahue <agadonahue@live.com>

Hello, Alice.
Chris Burns, the village manager, will get back to you about this shortly, I am sure.

On Tue, Sep 7, 2021 at 7:26 PM Alice Donahue <agadonahue@live.com> wrote:

Good Evening,
Thank you for the wonderful and interesting SLVillage updates.

My question is does the no feeding waterfowl ordinance extend to SL Township especially on the lake? I watched this past weekend as people threw food into the water and the Gulls swarmed over to eat it. Of course with every swoop, flyover, eat there is the release of white fecal matter...Gull Poop. If they fly over our boat and dock we surely have bird poop clinging. Makes me wonder what the kids are swimming in besides water in Spring Lake! How can boaters be stopped from feeding the waterfowl in SL Township? The lake is murky green at this time of the year and looks so yucky!

Thank you,
Alice Donahue
Agadonahue@live.com

Sent from my iPhone
Dear Chris,

Thank you for seeing that the cross walks on Exchange St. have been marked so drivers know that they need to stop for pedestrians. This morning, when I went to the post office, a mother and two small children were crossing Exchange St. on bikes/trikes, and cars were thoughtfully stopped to let them go across. I am hoping that those cross walk signs also slow traffic down on that local thoroughfare. Good work!

Darcy J. Dye
Thank you for the information Lukas.

Paul

Paul L. Winter
SaundersWinterMcNeil, PLLC
250 Washington
Grand Haven, MI 49417
plwinter@lakemichiganlaw.com
www.lakemichiganlaw.com
p: 616-847-1000
f: 616-847-1619
Extension 222

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Mr. Winter,
The zoning ordinance is set up with numerous zoning districts and each district has a list of permitted and special land uses. If a use is not on one of those lists, it is not permitted. It would be virtually impossible list all of the prohibited uses.
Here is a link to ordinance: http://www.springlakevillage.org/wp-content/uploads/2020/08/Zoning-Ordinance-Adopted-08.17.20.pdf
Section 390-70, for example, lists all of the permitted and special uses in the CBD District that encapsulates most of downtown Spring Lake.
Let me know if you have further questions.
Best,
Lukas

_Lukas Hill, AICP_
_Zoning Administrator_
_Village of Spring Lake_
_(616) 844-2110_

---

**From:** Christine Burns <christine@springlakevillage.org>  
**Sent:** Friday, August 27, 2021 2:29 PM  
**To:** Paul Winter <plwinter@lakemichiganlaw.com>  
**Cc:** Lukas Hill <LHill@springlaketwp.org>  
**Subject:** RE: zoning ordinance food truck

---

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

Lukas,

Can you please send that information to Paul?

Thanks!

Chris

---

**From:** Paul Winter <plwinter@lakemichiganlaw.com>  
**Sent:** Friday, August 27, 2021 2:16 PM  
**To:** Christine Burns <christine@springlakevillage.org>  
**Subject:** zoning ordinance food truck

---

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

Chris:

We discussed the food truck issue today. Would you send me the ordinance that relates to permissive uses that you told me about after lunch today?

Thanks

Paul

Paul L. Winter  
SaundersWinterMcNeil, PLLC
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Hi Curt,

It is actually not a new ordinance; it was adopted in 2013 and amended in 2017. Here’s the link:

https://ecode360.com/29411542?highlight=park,parked,parking&searchId=3547954269792787#29411542

Basically, if you live on a street without curbs, you have obtain a parking license in order to park in the road right-of-way. Once you obtain a $5 license, you need to improve the space, per the ordinance (hard surfaced, border, weed free). Since I’ve been here, we have regularly sent out letters to every person who lives on a non-curbed street as we understand that ownership changes and some folks need to be made aware. We just sent out another reminder last week (hence the bellyaching on social media). OSCO will again start ticketing for those who are not in compliance, but folks cannot say they “didn’t know”. They are not required to obtain a license, but that means they have to park in their driveway.

Hope that helps. Please let me know if you have any questions.

Chris
People keep asking me, what is the new parking ord.

Thank you

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

1. **1st Amendment to Agreement with ARM Holding Co. LLC – Burns** provided an overview of the 1st Amendment to the agreement with ARM Holding Co. LLC through a Work Session Agenda Report dated August 5, 2021.


5. **Edgewater Resources Proposal – Burns** provided an overview of a Grant Writing Proposal from Edgewater Resources to improve dockage in 3 Village locations through a Work Session Agenda Report dated August 5, 2021.

6. **Smart Trailer Purchase – Burns** provided an overview of the investigation findings for purchasing a Smart Trailer through a Work Session Agenda Report dated August 5, 2021.

7. **S. Cutler St. Resurfacing (Wally Delamater) – Delamater** provided an overview of the S. Cutler St. Resurfacing RFP’s through a Work Session Agenda Report dated August 9, 2021.

8. **Government Alliance on Racial Equity (GARE) – Burns** provided an overview of Communications Specialist Tyra Jonas’ agreement to take on the role as Village representative to the Service Agreement (GARE).

9. **Communications –**
   - Communication – Tree City USA -Dye
   - Communication – VanGelderen
   - Complaint – Dumpsters
   - Complaint - Dye
   - Complaint – Dykhouse
   - Complaint – Mitchell
   - Complaint – Parking on Exchange
• Complaint – Vandenbosch
• Complaint – Weiselberg (2018 & 2021)
• Complaint – Wheeler
• Inquiry – Food Trucks (Ashcraft)
• Inquiry – Lloyd’s Bayou

10. Minutes – Minutes of the July 12, 2021 Work Session and July 19, 2021 Council meeting were attached for review.

11. Public Comment – None.

12. Adjournment: There being no further business, Village Council adjourned the meeting at 8:07 p.m.

_____________________________           _________________________
Mark Powers, Village President                   Maryann Fonkert, Deputy Clerk
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, Miller, Powers, TePastte, Van Strate.

   Absent: Hanks and Petrus

   Motion by TePastte, second from Duer, to excuse the absence of Council Members Hanks and Petrus.

   Yes: 5  No: 0

4. **Approval of the Agenda**

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

   Yes: 5  No: 0

5. **Consent Agenda**

   A. Approved the payment of the bills (checks numbered 61835 to 61870 and electronic payments 213 to 220) in the amount of $337,832.82.

   B. Approved the minutes for the July 12, 2021 work session and the July 19, 2021 council meeting.

   C. Approved the 1st Amendment to the Agreement with ARM Holding Co. LLC

   D. Approved the purchase of a Smart Trailer in an amount not to exceed $7,280.

   E. Approved a service agreement with Ottawa County for GARE analytical and training services for an amount not to exceed $250.

   F. Approved a contract with Edgewater Resources an amount not to exceed $41,500.
Motion by TePastte, second from Duer, to approve the Consent Agenda as presented.

Yes: 5  No: 0

6. General Business

A. S. Cutler Street Surfacing

Subject: Two bids were received for this project. The low bid was from Tiles Excavating for $65,137.00.

Burns shared a breakdown Hinga had created of how each fund would be contributing to the cost of surfacing S. Cutler Street and recommended that Council approve a contract with Tiles Excavating for this project. Council had no further discussion.

Motion Van Strate, second from Duer, to approve a contract with Tiles Excavating for the paving of S. Cutler Street for an amount not to exceed $65,137.00.

Yes: 5  No: 0

B. Fireworks Permit

Subject: A permit application for a private fireworks display was received from Julie Weisler for August 27, 2021. All fireworks permits are subject to review and approval by the local governing body.

Burns provided an overview of the Fireworks Permit application and explained that there were questions by the Fireworks vendor as to whether the Village’s Ordinance mandated this, so a Legal opinion was provided by Scholten Fant through a letter dated August 11, 2021. Council discussed this application and agreed that conditional approval was needed for this application, and they would like to discuss future applications at the next Work Session.

Motion by TePastte, second from Duer, to approve a onetime permit for a private fireworks display from applicant Julie Weisler on August 27, 2021 subject to the following conditions:

1. The display last no longer than 30 minutes
2. End no later than 10:15 p.m.
3. Neighbors within 300 feet of the display must be notified
4. Village will provide a public notice of the event through social media.

Yes: 4  No: 1 (Van Strate)

C. Public Hearing to Adopt Ordinance 369

Subject: Ordinance 369 is an Ordinance to amend certain provisions of Chapter 334 of the Code of Ordinances, which provides for a service charge in lieu of taxes for a proposed dwelling project for persons of low or moderate income.
President **Powers** opened the public hearing at 7:19 p.m.

Joann Paul, 11288 Oak Grove Rd. Grand Haven, a board member of Four Points spoke in support of the Samaritas PIOLOT request.

Tom Craig, 319 Mark, asked for clarification on what a payment in lieu of taxes meant to him as a resident. Attorney **Sullivan** and Manager **Burns** provided an explanation.

**Burns** shared a written comment from the Ottawa County Housing Commission in support of the Samaritas PIOLOT request.

Motion by **TePastte**, second from **Miller**, to close the public hearing at 7:28 p.m.

Yes: 5  No: 0

President **Powers** asked that Samaritas developers leave as many trees as possible and keep asphalt as minimal as possible.

Motion by **TePastte**, second from **Miller**, to adopt Ordinance 369, an Ordinance to amend certain provisions of Chapter 334 of the Code of Ordinances, which provides for a service charge in lieu of taxes for a proposed swelling project for person of low or moderate income.

Yes: 5  No: 0

**D. Public Hearing to Adopt Ordinance 370**

**Subject:** Ordinance 370 is an Ordinance to amend the Code of Ordinances by adding a new chapter which shall be designated as Chapter 203, entitled bird and waterfowl feeding.

President **Powers** opened the public hearing at 7:30 p.m.

There was no public comment.

Motion by **TePastte**, second from **Miller**, to close the public hearing at 7:31 p.m.

Yes: 5  No: 0

**Council** had no further discussion.

Motion by **TePastte**, second from **Miller**, to adopt Ordinance 370 and Ordinance to amend the Code of Ordinances by adding a new chapter which shall be designated as Chapter 203, entitled bird and waterfowl feeding.

Yes: 5  No: 0

**E. Public Hearing to Adopt Ordinance 371**

**Subject:** Ordinance 371 is an Ordinance to amend Chapter 256 concerning peddling and soliciting.

President **Powers** opened the public hearing at 7:32 p.m.
There was no public comment.

Motion by Van Strate, second from Miller, to close the public hearing at 7:33 p.m.

Yes: 5  No: 0

Council had no further discussion.

Motion by TePastte, second from Miller to adopt Ordinance 371, an Ordinance to amend Chapter 256 concerning peddling and soliciting.

Yes: 5  No: 0

7. Department Reports
   A. Village Manager
   B. Assistant to the Manager
   C. Clerk/Treasurer/Finance Director
   D. DDA
   E. OCSO
   F. Fire/911
   G. DPW
   H. Zoning/Planning
   I. Water (none included)
   J. Sewer (none included)
   K. Minutes from Various Board & Committees
      1. Planning Commission (04/27/21)
      2. DDA (05/13, 05/27, 06/10, 06/24, 07/08, 07/22)
      3. Parks & Recreation (05/03/21 & 06/07/21)
      4. Historic Conservation Commission (06/08/21)

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 – President Powers asked who had the control of the DDA’s money in regard to the Tanglefoot Bond issue. Attorney Sullivan said that Village Council had the final say in how money was spent, that the DDA didn’t have total discretion to any way they want, they can only spend money on something Council has approved.

11. Statement of Citizens

   Tom Craig asked what was happening with the old Township Hall property. Burns explained that an agreement had been drafted with Geerlings Development and preliminary plans were for a housing on second and third stories and retail on the main floor.

   Mr. Craig asked about the property in the Post Office parking lot. Burns said that the developer had run into some timing issues due to COVID, but they would be bringing their site plans to the Planning Commission in September.
12. Adjournment

Motion by Van Strate, second from Duer, Village Council adjourned the meeting at 7:43 p.m.

Yes: 5  No: 0

Mark Powers, President          Maryann Fonkert, Deputy Clerk