# Village of Spring Lake Council Work Session

## October 11, 2021

7:00 p.m.

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

[www.springlakevillage.org](http://www.springlakevillage.org)

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<th>Time</th>
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<td>7:00 p.m.</td>
<td>Flood Plain Ordinance</td>
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<td>7:03 p.m.</td>
<td>Spring Lake Township Agreements</td>
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<td>7:13 p.m.</td>
<td>Veteran’s Day Closure</td>
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<td>7:14 p.m.</td>
<td>Floating Dock Disposal (Wally Delamater)</td>
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<td>7:17 p.m.</td>
<td>WestPlan Project Submission (Wally Delamater)</td>
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<td>7:20 p.m.</td>
<td>F-250 Pick-up Purchase (Wally Delamater)</td>
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<td>7:23 p.m.</td>
<td>Wheel Loader Purchase (Wally Delamater)</td>
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<td>7:26 p.m.</td>
<td>Tanglefoot Park Update</td>
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<td>7:36 p.m.</td>
<td>Communications</td>
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<td>• LCC – Garage at Division, LLC</td>
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<td>7:41 p.m.</td>
<td>Minutes</td>
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<td>Minutes of the September 13, 2021 Work Session and September 20, 2021 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to October 15, 2021.</td>
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<tr>
<td>7:42 p.m.</td>
<td>Public Comment</td>
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<td>Council Meetings are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should ask to be recognized by the chair, must state their name and address for the record and should limit their comments to 3 minutes.</td>
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<tr>
<td>7:45 p.m.</td>
<td>Adjourn</td>
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7:45 p.m. - Adjourn
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: October 8, 2021
RE: Floodplain Ordinance Amendment

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.

*Note….changes to the ordinance that was adopted on September 20, 2021 were required by Mr. Occhipinti. Bob Sullivan has incorporated those changes into the amendment.

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 October 18, 2021 and adopt the ordinance amendment.

Attachments:

Letter from FEMA
Proposed Ordinance Amendment
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. The following provisions of Chapter 189, entitled Flood Damage Prevention, of the Code of Ordinances adopted by the Village of Spring Lake, Ottawa County, State of Michigan, are hereby amended as follows:

A. Section 189-6 shall be 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.

B. Subsection 189-15(E) shall be amended to state in its entirety as follows:

§189-15. Variance Procedures

E. Variances shall not be issued within any floodway that would result in any increase during the base flood discharge.
C. Section 189-20, Subsections (A), (B), (C), and (D) shall be amended to state in their entirety as follows:

§189-20. Special Hazards for Flood Hazard Reductions

A. Residential construction. New construction or substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated 1 foot above the base flood elevation.

B. Nonresidential construction. New construction or substantial improvement of any commercial, industrial or other nonresidential structure shall have the lowest floor, including the basement, elevated 1 foot above the level of the base flood elevation.

C. Manufactured homes. No manufactured home shall be placed in a floodway without a hydraulic analysis demonstrating that the proposed development will not increase the base flood elevation. All developers of manufactured home parks or subdivisions located within an area of special flood hazard shall file an evacuation plan indicating alternative access and escape routes with the Federal Disaster Assistance Administration. All manufactured homes to be placed or substantially improved within such existing manufactured home parks or subdivisions shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is 1 foot above the base flood elevation and shall be securely anchored to an adequately anchored foundation system. All manufactured homes shall be anchored to resist flotation, collapse or lateral movement by providing over-the-top or frame ties to ground anchors or by other anchoring techniques provided for in the Federal Emergency Management Agency manual entitled “Manufactured Home Installation in Flood Hazard Areas.” Specific requirements shall be as follows:

(1) If over-the-top ties are used, they shall be provided at each of the four corners of the manufactured home with two additional ties per side at intermediate locations. Manufactured homes less than 50 feet long require only one additional tie per side.

(2) If frame ties are used, they shall be provided at each corner of the manufactured home, with five additional ties per side at intermediate locations. Manufactured homes less than 50 feet long require only four additional ties per side.
(3) All components of the anchoring system shall be capable of carrying a force of 4,800 pounds.

(4) Any additions to the manufactured home shall be elevated and anchored in the same manner and to the same extent as the principal manufactured home.

D. New manufactured home parks and subdivisions and expansions to existing manufactured home parks and subdivisions. With respect to new manufactured home parks and subdivisions, and with respect to existing manufactured home parks and subdivisions where the repair, reconstruction, expansion or improvement of the streets, utilities, and pads equals or exceeds 50% of the value of the streets, utilities and pads before the repair, reconstruction, expansion or improvement has commenced, and with respect to manufactured homes not being placed in a manufactured home park and subdivision, specific requirements shall be as follows:

(1) Stands or lots shall be elevated on compacted fill, on pilings or by other elevation techniques provided for in the Federal Emergency Management Agency manual, entitled “Manufactured Home Installation in Flood Hazard Areas,” so that the lowest floor of the manufactured home is 1 foot above the base flood level.

(2) Adequate surface drainage and access for a hauler shall be provided.

(3) Where pilings are used for elevation purposes, lots shall be large enough to permit steps, piling foundations shall be placed in stable soil no more than 10 feet apart, and reinforcement shall be provided for pilings more than six feet above ground level. With respect to existing manufactured home parks and subdivisions which are being expanded or improved, these requirements shall apply only in the expanded or improved portion.

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
**WORK SESSION AGENDA REPORT**

**TO:**  Village President Mark Powers & Village Council Members  
**FROM:** Chris Burns, Village Manager  
**DATE:**  October 8, 2021  
**RE:**  SLT/SLV Agreements  

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**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 proposed agreements. These can either be placed on the regular agenda if they are not back in time from Bob Sullivan or they can be placed on the consent agenda if Bob’s review is complete in time.

**Attachments:** Proposed agreements (Service & Personnel, Equipment, & Facilities)
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
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 be for an initial 3-year term. After the first-year anniversary date within the initial 3-year term, this Agreement will extend automatically, and indefinitely, for one year upon each subsequent anniversary of the date the Agreement took effect, subject to and unless notice is provided as follows.
Either Party may terminate this Agreement upon 30 months’ written notice to the other Party. Upon breach of this Agreement, not corrected promptly by the breaching Party after written notice from the non-breaching Party, the non-breaching 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

With copy to:  
Spring Lake Township Supervisor  
101 Buchanan Street,  
Spring Lake, MI 49456

Spring Lake Township Manager  
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 - 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 20 hours per week providing these WSB Services to the Township.

Section 4.  Payment for Duties.  The Township shall pay the Village the total hourly rate of the WSB Employee providing the service (wages, benefits,) times the hours worked on behalf of 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 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:

_______________________________
By: _________________________________
Its: President

_______________________________
By: _________________________________
Its: Clerk

Date: ____________________

Witnesses:

_______________________________
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 be for an initial 3-year term. After the first-year anniversary date within the initial 3-year term, this Agreement will extend automatically, and indefinitely, for one year upon each subsequent anniversary of the date the Agreement took effect, subject to and unless notice is provided pursuant to Section 6.

Section 6.  **Withdrawal from Agreement.** The Parties may withdraw from this Agreement upon thirty (30) months 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
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:  

_______________________________  
By: _________________________________  
Its: President  

_______________________________  
By: _________________________________  
Its: Clerk  

Date: ____________________  

Witnesses:  

_______________________________  
By: _________________________________  
Its: Supervisor  

_______________________________  
By: _________________________________  
Its: Clerk  

Date: ____________________
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 Agreement shall take effect when it has been approved and executed by both Parties. The Agreement shall be for the initial term of five (5) years. After the first-year anniversary date within the initial 5-year term, this Agreement will extend automatically, and indefinitely, for one year upon each subsequent anniversary of the date the Agreement took effect, subject to and unless notice is provided as follows.

Either Party may terminate this Agreement upon 30 months’ written notice to the other Party. Upon breach of this Agreement, either Party may terminate this Agreement immediately with notification.

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 Tenant’s signs), landscaping, and sidewalks, including additions to or 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. **Mandatory Arbitration.** Any and all disputes, claims, or controversies whatsoever, whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Lease Agreement, no matter how described, pleaded or styled, between the Parties or involving this Lease Agreement, shall first be referred to and resolved on the merits by arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., (“FAA”) solely in Ottawa County, Michigan, U.S.A. to the exclusion of any other forum. The Parties agree that the arbitrator’s issuance of a decision on all issues raised, whether settled or not, is a condition precedent to any subsequent court preceding or action. The Parties hereby consent to jurisdiction to any such arbitration proceeding in Ottawa County, Michigan and waive any right to any other venue or other objection that may be available. The arbitration shall be administered by National Arbitration and Mediation (“NAM”) under its Comprehensive Dispute Resolution Rules and Procedures and the fee schedule in effect at the time of initiating the proceeding with NAM, which are deemed to be incorporated herein by reference.

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

27. **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.

28. **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  

Spring Lake Township Manager  
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

_______________________________ 
By: _________________________________ 
Its: President

_______________________________ 
By: _________________________________ 
Its: Clerk

Date: __________________________

Witnesses:

SPRING LAKE TOWNSHIP

_______________________________ 
By: _________________________________ 
Its: Supervisor

_______________________________ 
By: _________________________________ 
Its: Clerk

Date: __________________________

(19521-004-00126570.4) 9
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 2,813 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 6,398 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 and authority solely of Village in its reasonable discretion. Any notice requesting use for a special circumstance by Township, or notification of use for a special circumstance from Village, will be sent to the other Party, by E-mail or facsimile, as soon as practicable given the circumstances.

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.

5. **Etc.**
ANNEX B – RENT AMOUNTS AND PAYMENT SCHEDULE OF 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.** Village will allow the Township, free of charge, the 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.**
### Village Hall Space Allocations

**Date:** 11-Oct-21

<table>
<thead>
<tr>
<th>Lower Level</th>
<th>Shared</th>
<th>Village</th>
<th>Township</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Bathrooms</td>
<td>570</td>
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<td></td>
</tr>
<tr>
<td>South Hallway &amp; Entry</td>
<td>347</td>
<td></td>
<td></td>
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<tr>
<td>Southwest Entry</td>
<td>95</td>
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<td></td>
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<tr>
<td>2 storage rooms</td>
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<td>238</td>
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<tr>
<td>Supervisor’s Office</td>
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<td>250</td>
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<tr>
<td>Small Conference Room</td>
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<td>144</td>
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<tr>
<td>Twp Manager’s Office</td>
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<td>Deputy Clerk’s Office</td>
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<td>Restrooms</td>
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<td>EOC Conference Room</td>
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<tr>
<td>Storage</td>
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<tr>
<td>Stairs &amp; elevators</td>
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<tr>
<td>hallways &amp; Public Entry</td>
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<td>Township</td>
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<tr>
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WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: October 8, 2021
RE: Veteran’s Day Closure

**Background:** Most residents assume that Village Hall is closed on Federal holidays. November 11, 2021 is a Federal holiday recognizing Veterans. Staff would like to continue the tradition of another "working holiday" whereas Village Hall is closed to the public, but staff still reports as normal. Staff would be allowed to wear jeans to work and the day would be spent entirely on records management and housekeeping.

**Issues & Questions Specified:** Should Village Hall be closed to the public on 11/11/21?

**Alternatives:** Remain open to the public and forego records retention activities.

**Financial Impact:** None.

**Recommendation:** Close Village Hall.

**Attachments:** None.
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: October 8, 2021
RE: Floating Dock Disposal

*Background:* The Village has struggled to find a competent contractor to remove, store and re-install floating docks at Mill Point & Tanglefoot Parks ever since Don Mulder retired. Mill Point docks went into storage at Rycenga Lumber in the fall of 2020. They were never reinstalled in 2021 due to the barge operator going out of business, so they remained a nuisance for Rycenga Lumber all summer. Last week, they were finally able to be floated from Rycenga Lumber to the Grand River Greenway vicinity (using a “new” contractor). Needless to say, the Village still needs to find a place to store the docks for the winter and the Tanglefoot Docks need to be removed sometime after 10/15.

The reality is that the docks, which are 10+ years old, are in horrible shape from constant moving, and they are now antiquated technology. The Village will be applying for grants for new docks at Tanglefoot, Mill Point and Old Boys so these docks will be retired (hopefully) in the very near future. It is staff’s recommendation that the docks be parted out (the floats are the only thing of value).

*Issues & Questions Specified:* Should the Village pay to store the docks over the winter and then attempt to find someone to reinstall in the spring of 2022?
**Alternatives:** Retire the docks and plan on a new dock system going forward.

**Financial Impact:** The cost to store the docks at Rycenga Lumber in 2020/2021 was $1,600.00. We’re not entirely sure we would be welcomed back after our docks weren’t removed in the spring of 2021. The cost to store the docks at Village Cove was $1,000.00 per year. Due to the previous barge operator having a falling out with management at Village Cove, we had to seek storage solutions elsewhere (i.e. Rycenga Lumber).

**Recommendation:** Part out the docks and salvage the floats.

**Attachments:** None.
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Wally Delamater, Director of Public Works
DATE: October 11th, 2021
RE: Exchange Street, WestPlan Project Submittal

Background: The West Michigan Shoreline Surface Transportation Program (STP) has put out it’s every three-year call for project submissions. Only federal aid eligible roads can apply for grant dollars. As it happens, Exchange Street is a qualifying street. This is the same funding source that assisted in the 2019 Exchange Street project. Every three years the STP develops the Transportation Improvement Plan (TIP).

To be considered for possible funding you must submit a project for consideration to the Technical Committee of the Metropolitan Planning Organization (MPO) of which the Village is a member. I have enclosed the preliminary application submitted. The application requires the submitting agency to provide an approved agency resolution supporting the project submitted.

A sample resolution is enclosed for your review and consideration.

The overall project cost is $850,00. The STP eligible cost is $536,300. The remaining 313,700 is for sewer main improvements and engineering. This is a competitive program. There is no guarantee the Village will be awarded the amount asked for, a reduced amount or any dollars at all. The MPO Committee will be meeting this month to determine how funds will be allocated.

Issues & Questions Specified: None.

Alternatives: Apply for less? Do not apply at all?

Financial Impact: The application asked for funding in 2024. The Village Treasure has been asked to provide funding options.

At this time no funds are being requested to submit the application.

Recommendation: Recommend to Village Council to approve a resolution of support for the Exchange Street Improvements.

Attachments: Project Submission 2023-2026 pages 1-6
Draft Resolution
RESOLUTION NO: 2021 - 12

A RESOLUTION OF SUPPORT FOR EXCHANGE STREET IMPROVEMENTS

WHEREAS, the Village of Spring Lake is committed to maintaining and preserving the village street system and underground infrastructure, and

WHEREAS, the residents of Ottawa County passed a ten-year road improvement millage on November 4, 2014 that supplements village street funding, and

WHEREAS, Exchange Street within the Village of Spring Lake meets Federal eligibility requirements for Surface Transportation Program funds, and is in need of physical repairs and underground improvements, and

WHEREAS, the Exchange Street project proposed is the third and final phase to complete the resurfacing of Exchange Street, and

WHEREAS, the West Michigan Shoreline Regional Development Commission has issued a call for projects for the 2023-2026 Transportation Improvement Program (TIP), and

WHEREAS, the local match and non-participating funds for this project are available within the Major Streets, Ottawa County Road Millage, Sewer and Public Improvement accounts.

NOW THEREFORE, BE IT RESOLVED, that the Village Council of Spring Lake supports inclusion of Exchange Street improvements for the 2023-2026 Transportation Improvement Program:

**Exchange Street: Elm Street to Lake Avenue** – 0.45 miles of HMA mill and fill From Elm to William with road reconstruction from William to Lake, sanitary sewer replacement, HMA resurfacing, ADA ramp upgrades and pavement markings. Total estimated cost: $850,000.00

All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.
RESOLUTION DECLARED ADOPTED.

Dated: October 18, 2021

__________________________
Marv Hinga, Clerk
Village of Spring Lake
WESTPLAN PROJECT SUBMISSION
2023-2026 TIP

Submitted By:

Wally Delamater
Director, Spring Lake Public Works

616-843-4472
wdelamater@springlaketwp.org
**WESTPLAN PROJECT SUBMISSION FORM FY 2023-2026 TIP**

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>PROJECT LIMITS</th>
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<tbody>
<tr>
<td>E Exchange Street</td>
<td>FROM Elm Street TO Lake Street</td>
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<th>FISCAL YEAR</th>
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<th>ROAD AGENCY</th>
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<th>AGE OF PAVEMENT</th>
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<tr>
<td>HMA</td>
<td>HMA</td>
<td>Surface Seal Coat 2001</td>
<td>over 30 years</td>
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<th>PROJECT ON TRANSIT ROUTE?</th>
<th>ADJACENT SIDEWALKS/ NON MOTORIZED FACILITIES?</th>
<th>ON STREET PARKING?</th>
<th>UTILITY WORK PLANNED?</th>
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<tr>
<td>Yes</td>
<td>Yes</td>
<td>South side</td>
<td>Yes</td>
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<th>PROJECT LENGTH</th>
<th>POSTED SPEED</th>
<th>ADT</th>
<th>% COMMERCIAL</th>
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<tr>
<td>1,992</td>
<td>25 mph</td>
<td>3,000</td>
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<th>ROW EXISTING FEET</th>
<th>ADDITIONAL IF NEEDED (Feet)</th>
<th># OF EXISTING LANES</th>
<th>PROPOSED # LANES IF NECESSARY</th>
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<tbody>
<tr>
<td>66</td>
<td>0</td>
<td>2</td>
<td>2 lanes (no change)</td>
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<table>
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<tr>
<th>BUDGET</th>
<th>ADDITIONAL BUDGET INFO</th>
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<td>LOCAL MATCH</td>
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<td>OTHER PARTICIPATING</td>
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<tr>
<td>NON-LAP PARTICIPATING</td>
<td></td>
</tr>
<tr>
<td>1. CE</td>
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<tr>
<td>2. PE</td>
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<tr>
<td>3. OTHER</td>
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<tr>
<td>NON PARTICIPATING</td>
<td>$313,700</td>
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<tr>
<td>TOTAL JOB COST</td>
<td>$850,000</td>
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Non-Participating: Sanitary William Street to Lake Street, Main Lining $126,700. Contract administration $187,000
Does this project address any of the federally mandated performance measures such as Safety, Transit, Pavement/Bridge Condition, Congestion, System Reliability, or Environmental Sustainability? If so, how?

<table>
<thead>
<tr>
<th>OTHER INFO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange Street is the only alternate route that will allow high volume bypass/detour, of M104 through the Village, from the east and west ends for maintenance or emergency. Exchange Street received a seal coat in 2001. In 2015 Phase One, the resurface from School Street to Jackson Street was completed. In 2019 Phase Two, the resurface from Jackson Street to Elm Street was completed. Project funding in 2024 would complete Phase Three, the final .45 miles of Exchange Street. The Resolution in Support of the project will be presented to Council October 18th.</td>
</tr>
</tbody>
</table>
Village of Spring Lake

Engineer's Opinion of Costs

Project Number: Exchange Street - Elm to Lake
Estimate Number: 1: Exchange Street - Elm to Lake
Project Type: Miscellaneous
Location: From Elm Street to Lake Avenue
Village of Spring Lake
Description: 0.45 miles of HMA mill and fill from Elm to William with road reconstruction from William to Lake, sanitary sewer replacement, HMA resurfacing, ADA ramp upgrades and pavement markings.

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<th>Line</th>
<th>Pay Item</th>
<th>Description</th>
<th>Quantity</th>
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<td>$82.00</td>
<td>$106,600.00</td>
</tr>
<tr>
<td>0016</td>
<td>5010056</td>
<td>HMA, 5E1 165 lbs/syd</td>
<td>800,000</td>
<td>Ton</td>
<td>$65.00</td>
<td>$88,000.00</td>
</tr>
<tr>
<td>0017</td>
<td>8010005</td>
<td>Driveway, Nonreinf Conc, 6 inch</td>
<td>250,000</td>
<td>Syd</td>
<td>$45.00</td>
<td>$11,250.00</td>
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<tr>
<td>0018</td>
<td>8027001</td>
<td>_ Curb and Gutter, Conc, Det F4, Modified</td>
<td>1,660,000</td>
<td>Ft</td>
<td>$20.00</td>
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<tr>
<td>0019</td>
<td>8030010</td>
<td>Detectable Warning Surface</td>
<td>90,000</td>
<td>Ft</td>
<td>$50.00</td>
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<tr>
<td>0020</td>
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<td>Sidewalk Ramp, Conc, 6 inch</td>
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<td>$6.50</td>
<td>$10,855.00</td>
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<tr>
<td>0021</td>
<td>8030044</td>
<td>Sidewalk, Conc, 4 inch</td>
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<td>Sft</td>
<td>$3.50</td>
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<tr>
<td>0022</td>
<td>8110231</td>
<td>Pavt Mrk, Waterborne, 4 inch, White</td>
<td>2,000,000</td>
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<td>$0.50</td>
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Contract # Exchange St. (From Elm Street to Lake Avenue Village of Spring Lake)
MERL: 2018.11.1

8/23/2019 10:33:28 AM
<table>
<thead>
<tr>
<th>Line</th>
<th>Pay Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0023</td>
<td>8110232</td>
<td>Pavt Mrkg, Waterborne, 4 inch, Yellow</td>
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<td>0024</td>
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<td>Ft</td>
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<tr>
<td>0025</td>
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<td>Traffic Control</td>
<td>1.000</td>
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<td>$85,520.00</td>
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<td>0026</td>
<td>8167011</td>
<td>Turf Establishment</td>
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<td>Syd</td>
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<td>0027</td>
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<td>Water Valve Box, Adj</td>
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**Category 0002 Total: $531,900.00**

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<th>Line</th>
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<th>Quantity</th>
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</tr>
</thead>
<tbody>
<tr>
<td>0028</td>
<td>8257050</td>
<td>Sanitary Sewer, Manhole, Rem</td>
<td>3.000</td>
<td>Ea</td>
<td>$1,000.00</td>
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<tr>
<td>0029</td>
<td>8507001</td>
<td>Sanitary Sewer Lateral, 6 inch, SDR35, w/ Sand Backfill</td>
<td>650.000</td>
<td>Ft</td>
<td>$50.00</td>
<td>$32,500.00</td>
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<tr>
<td>0030</td>
<td>8507001</td>
<td>Sanitary Sewer, 8 inch, SDR35, w/ Sand Backfill</td>
<td>800.000</td>
<td>Ft</td>
<td>$75.00</td>
<td>$60,000.00</td>
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<tr>
<td>0031</td>
<td>8507001</td>
<td>Sanitary Sewer, Rem, Less than 24 inch</td>
<td>800.000</td>
<td>Ft</td>
<td>$12.00</td>
<td>$9,600.00</td>
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<tr>
<td>0032</td>
<td>8507050</td>
<td>Sanitary Sewer Manhole, 48 inch dia., w/ Cover</td>
<td>3.000</td>
<td>Ea</td>
<td>$4,500.00</td>
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<tr>
<td>0033</td>
<td>8507050</td>
<td>Sanitary Wye, 8 inch x 8 inch</td>
<td>19.000</td>
<td>Ea</td>
<td>$500.00</td>
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<td>0034</td>
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<td>Bypass Pumping</td>
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**Category 0003 Total: $140,600.00**

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</thead>
<tbody>
<tr>
<td>0035</td>
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<td>Contingency 10%</td>
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<td>$67,500.00</td>
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<td>0036</td>
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<td>Survey, Design, &amp; Construction Engineering</td>
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<td>LSUM</td>
<td>$110,000.00</td>
<td>$110,000.00</td>
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</tbody>
</table>

**Category 0004 Total: $177,500.00**

**Estimate Total: $850,000.00**
EXCERPTS OF MINUTES

At a regular meeting of the Village Council of the Village of Spring Lake, Ottawa County, Michigan, held at the Barber School at 102 West Savidge Street, Spring Lake, Ottawa County, Michigan, on the 18th day of November, 2021, at 7:00 p.m., local time.

PRESENT:  

ABSENT:  

After discussion, the following Resolution was offered by ___________ and supported by ______________:  

RESOLUTION NO. ___________  

A RESOLUTION OF SUPPORT FOR EXCHANGE STREET IMPROVEMENTS

WHEREAS, the Village of Spring Lake is committed to maintaining and preserving the village street system and underground infrastructure, and

WHEREAS, the residents of Ottawa County passed a ten-year road improvement millage on November 4, 2014 that supplements village street funding, and

WHEREAS, Exchange Street within the Village of Spring Lake meets Federal eligibility requirements for Surface Transportation Program funds, and is in need of physical repairs and underground improvements, and

WHEREAS, the Exchange Street project proposed is the third and final phase to complete the resurfacing of Exchange Street, and

WHEREAS, the West Michigan Shoreline Regional Development Commission has issued a call for projects for the 2023-2026 Transportation Improvement Program (TIP), and

WHEREAS, the local match and non-participating funds for this project are available within the Major Streets, Ottawa County Road Millage, Sewer and Public Improvement accounts.

NOW THEREFORE, BE IT RESOLVED, that the Village Council of Spring Lake supports inclusion of Exchange Street improvements for the 2023-2026 Transportation Improvement Program:

**Exchange Street: Elm Street to Lake Avenue** – 0.45 miles of HMA mill and fill  
From Elm to William with road reconstruction from William to Lake, sanitary sewer replacement, HMA resurfacing, ADA ramp upgrades and pavement markings. Total estimated cost: $850,000.00
All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Yes: ______________________

No: ______________________

Absent: ___________________

RESOLUTION DECLARED ADOPTED.

Dated: November 18, 2021

Marv Hinga, Clerk
Village of Spring Lake
Village of Spring Lake  
Exchange Street Proposed Non Grant Cost Allocation  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Village Share of Project</td>
<td>$313,700</td>
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<tr>
<td>Sewer Fund - Sewer Line Replacement/Lining</td>
<td>$126,700</td>
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<tr>
<td>DDA - 17% of Contract Administration</td>
<td>$31,790</td>
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<tr>
<td>Sewer Fund - 25% of Contract Administration</td>
<td>$46,750</td>
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<tr>
<td>Major Streets - Fund 202</td>
<td>$108,460</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$313,700</strong></td>
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Note - Project may qualify for Village to use ARPA Funds
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Wally Delamater, Director of Public Works

DATE: October 11th, 2021

RE: F-250 Pick-Up Purchase Authorization

**Background:** It has been seven years since the Village purchased a new pickup. The DPW has four Ford F-250’s. They are used as service trucks year-round and perform snow plowing all winter. The newest truck is 2014, 2009, 2007 and 2005. The 07 and 05 can no longer be used for plowing. We priced the F-250 using the MI-Deal program. The cost also includes the snow plow.

**Issues & Questions Specified:**

**Alternatives:** Do not purchase

**Financial Impact:** The 21/22 budget contained an amount based on an anticipated purchase cost. The budgeted amount was $50,000. If approved to purchase, we will again verify the quote. I am sure if purchased there will be a few items to add once we take possession. (Such as a DPW radio)

Multiple bids are not required when using the MI-Deal program. The dealers must be part of the program. I would expect at least a 3% increase since the last quote.

**Recommendation:** Recommend that Village Council authorize the purchase of 2022 F-250 service/plow truck as specified in the Gorno Ford quote for the amount $41,107 and authorize an update quote cap of $2,000.

**Attachments:** Gorno Ford Quote, Budget
DATE: 1/21/21 (Rev.5.19.21)  **F-250 (Out of Stock Sale-OSS) (Incoming)**

TO:  KYLE BOTBYL, SPRING LAKE PUBLIC WORKS  
616-846-2422 (DIRECT) (CELL) 616-502-2162 kbotbyl@springlaketwp.org

FROM:  JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES  
734-671-4033 (DIRECT)  jagney@gornoford.com

RE:  MiDEAL 4WDL-0078 - (1) 2022MY FORD **F-250**, 4x4, REG. CAB, 142" WB,  
8' Box, RACE RED or WHITE Only/STEEL VINYL, 6.2L V8, 6spd.A/Tw/OD, A/C,  
AM/FM/CDw/CLOCK/SYNC, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 e-lock AXLE,  
10,000 # GVWR, LT265/70R-17AT, TRAILER TOW PKG., TILT/CRUISE,  
H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL.,  
FRNT. TOW HOOKS, TPMS, PWR. WINDOWS/LOCKS/Htd.MIRRORS,  
ROOF CLR. LIGHTS, UPTFITTER SWITCHES, DÉCOR TRIM, ELEC. BRAKE CNTRL.  
H.D. ALT., DAYTIME RUNNING LIGHTS, SKID PLATES, REAR WHEEL WELL -  
LINERS, H.D. SUSPw/REAR SWAY BAR, SPLASH GUARDS, SNOW PLOW PREP PKG.,  
RHINO SPRAY-IN-BED LINER, ALL-WEATHER H.D. FLOOR MATS,  
FACTORY RUNNING BOARDS, REVERSE SAFETY BEEPER,  
WESTERN 8.5' MVP3 STEEL V-BLADE PLOW SYSTEM, MUNICIPAL SAFETY LIGHT-  
SYSTEM (Includes; Ambe/Green LED Roof Mount Mini Light Bar, Fr/Rr Amber/Green LED Flashers)

F.O.B. DELIVERED TO SPRINGLAKE, MI  
... $41,107.00  
(MSRP = $52,569.00)

Unit quoted is currently "INCOMING and can be " delivered in fall 2021.  
"FIRST-COME-FIRST-SERVE"

**Current lead time to order is estimated at 26 – 30 weeks from receipt of Purchase Order.**

**RECOMMENDED OPTIONS:**

Please review, **SELECT COLOR**, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: __________________________

Thank you,

Jim Agney

---

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Springlake. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorizes personnel.
## BUDGET REPORT FOR VILLAGE OF SPRING LAKE

**Fund: 661 EQUIPMENT FUND**

### ESTIMATED REVENUES

<table>
<thead>
<tr>
<th>GL NUMBER</th>
<th>DESCRIPTION</th>
<th>2019-20 ACTIVITY</th>
<th>2020-21 ACTIVITY THRU 05/31/21</th>
<th>2020-21 AMENDED BUDGET</th>
<th>2021-22 PROPOSED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>661-000.000-000-000</td>
<td>INTEREST &amp; DIVIDEND INCOME</td>
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<td>750</td>
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<td>82,041</td>
<td>110,000</td>
<td>105,000</td>
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<td>OFFICE EQUIPMENT RENTALS</td>
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<td>EQUIPMENT RENTALS SL TOWNSHIP</td>
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<td>4,583</td>
<td>4,583</td>
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<td>661-000.000-673.000</td>
<td>SALE OF FIXED ASSETS</td>
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<td>12,342</td>
<td>12,342</td>
<td>909</td>
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<td>661-000.000-695.000</td>
<td>APPROPRIATION FROM FUND BALANCE</td>
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<td><strong>Totals for dept 000.000 - GENERAL SERVICES</strong></td>
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<td>135,414</td>
<td>116,631</td>
<td>127,839</td>
<td>130,680</td>
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### APPROPRIATIONS

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<th>DESCRIPTION</th>
<th>2019-20 ACTIVITY</th>
<th>2020-21 ACTIVITY THRU 05/31/21</th>
<th>2020-21 AMENDED BUDGET</th>
<th>2021-22 PROPOSED BUDGET</th>
</tr>
</thead>
<tbody>
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<td>661-000.000-702.000</td>
<td>SALARIES - WAGES FULL TIME</td>
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<td>SALARIES - WAGES PART TIME</td>
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<td>VISION CARE REIMBURSEMENT</td>
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<td>4,000</td>
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<td>661-000.000-740.001</td>
<td>GAS AND OIL</td>
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<td>11,750</td>
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<td>661-000.000-740.002</td>
<td>DRUG TESTING FEES</td>
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<td>661-000.000-740.220</td>
<td>PHYSICALS &amp; COL FEES</td>
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<td>14</td>
<td>125</td>
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<td>PROFESSIONAL SERVICES</td>
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<td>15,097</td>
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<td>CONTRACTUAL SERVICES - S.L. TOWNSHIP</td>
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<td>AUDIT SERVICES</td>
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<td>TELEPHONE</td>
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<td>661-000.000-853.400</td>
<td>TELEPHONE - CELLULAR SERVICE</td>
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<td>MANAGER VEHICLE LEASE PYMT</td>
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<td>OFFICE EQUIPMENT MAINTENANCE</td>
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<td>BANK FEES</td>
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<td>661-000.000-970.000</td>
<td>CAPITAL OUTLAY</td>
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**FOOTNOTE AMOUNTS:**

- LOADER PURCHASE - NET OF BACKHOE TRADE IN: 50,000
- PICKUP TRUCK PURCHASE: 25,000
- SIDEWALK FLOW

**GL # FOOTNOTE TOTAL:** 93,500

**Totals for dept 000.000 - GENERAL SERVICES**

<table>
<thead>
<tr>
<th></th>
<th>2019-20 ACTIVITY</th>
<th>2020-21 ACTIVITY THRU 05/31/21</th>
<th>2020-21 AMENDED BUDGET</th>
<th>2021-22 PROPOSED BUDGET</th>
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<tbody>
<tr>
<td>181,386</td>
<td>111,859</td>
<td>243,071</td>
<td>300,539</td>
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**NET OF REVENUES/APPROPRIATIONS - FUND 661**

<table>
<thead>
<tr>
<th></th>
<th>2019-20 ACTIVITY</th>
<th>2020-21 ACTIVITY THRU 05/31/21</th>
<th>2020-21 AMENDED BUDGET</th>
<th>2021-22 PROPOSED BUDGET</th>
</tr>
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<tbody>
<tr>
<td>(45,974)</td>
<td>4,772</td>
<td>(115,232)</td>
<td>(169,859)</td>
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WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Wally Delamater, Director of Public Works
DATE: October 11th, 2021
RE: Wheel Loader Purchase Authorization

Background: The joint DPW collaboration has resulted in duplication of some vehicle and equipment. There is no benefit to the organization having duplication in several areas. We currently own two backhoes. One TWP CAT backhoe and one SLV Case Backhoe. After almost a year of specific discussion about these two pieces of equipment the department is recommending that one backhoe be kept, and one eliminated.

The TWP CAT is 18 years old with only 1,800 hrs. Average 100 hrs/yr. Basically, it is still brand new. The SLV Case is 5 years old with 748 hours. Average 149.6 hrs/year. Much of this time, the Case is used solely for moving/plowing snow.

There are many reasons for the Department recommendations, and I would be glad to discuss them but trying to write them all out would not be practical at this time.

The intention would be to trade in the Case and purchase a Loader. The Case was purchased in 2017 for $92,255 and as equipment goes the Case does not hold their value as well as some other brands.

Several areas were evaluated before coming to our recommendation.

- Ability to move material including snow quickly and efficiently.
- Operational safety when working in the proximity to traffic.
- Visibility from the Cab.
- Loading material and snow into dump trucks.
- Machine specifications (comparison with similar machines)
- How loader will be deployed in differing areas of the DPW operation in comparison to a backhoe.
- Operational Safety.
- Operational improvement.
- Ease to operate
- On site and offsite maintenance options and response
- Emission Systems
**Issues & Questions Specified:** ?

**Alternatives:** Do not trade in backhoe, do not purchase a loader, purchase the cheapest...

**Financial Impact:** The 21/22 budget contained an amount based on a purchase cost and trade in value of $18,000. The $18,000 was based on the original quotes. The current quotes are somewhat higher and may be higher yet when an order is placed.

All three Companies were able to provide us with a MI Deal discount of 31% off list price.

```
<table>
<thead>
<tr>
<th></th>
<th>CASE</th>
<th>CAT</th>
<th>New Holland</th>
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</thead>
<tbody>
<tr>
<td>Total List $</td>
<td>$124,173</td>
<td>$123,412</td>
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<tr>
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<td>-38,494</td>
<td>-38,257</td>
<td>-38,257</td>
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<tr>
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<td>1,714</td>
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<tr>
<td>Trade Value</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
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<tr>
<td>Required Cash</td>
<td>$22,593</td>
<td>$20,154</td>
<td>$29,789</td>
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</table>
```

**Recommendation:** The machines are similar in size, but specification of each machine will vary.

Any one of the three machines would improve our operation.

The DPW recommendation would first be CAT, 2nd CASE and 3rd New Holland.

Provide a recommendation to Village Council to authorize purchase a 2021 (Case 33321F HS T4) or (Caterpillar906M AR) or (New HollandW80C) and to authorize the Trade-In of the Case 580 SN for $65,000.

**Attachments:** 5 pages: price quotes and budget
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Wally Delamater, Director of Public Works
DATE: October 11th, 2021
RE: Wheel Loader Purchase Authorization

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- Emission Systems
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**Attachments:** 5 pages: price quotes and budget
August 3, 2021

Village of Spring Lake
102 W Savidge St
Spring Lake, Michigan 49456

Dear Kyle,

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: 906M AR Wheel Loader with the following factory and dealer options included below:

**STOCK NUMBER:** 62189P  **SERIAL NUMBER:** 0H6604880  **YEAR:** 2021  **SMU:** 4

**MACHINE**
906M WHEEL LOADER DCA1
906M WHEEL LOADER S3B CERT
SEAT BELT, RETRACTABLE 3"
VALVE, DRAIN, ECO
LIGHTS, ROADING, RH DIP, HALOGEN
PRECLEANER
ALARM, BACK UP
SECURITY SYSTEM, NONE
ENGINE, 55KW, C3.3B, T4F, HRC
SOUND SUPPRESSION, STANDARD
TRANS 22 MPH DIFF LOCK E/H
JOYSTICK, E/H, TANDEM VALVE
AIR CONDITIONER, AND HEATER
CAB, DELUXE, SINGLE BRAKE
FEATURE PACKAGE, LOAD/ROAD
FAN, COOLING, ON DEMAND
LIGHTS, STD, HALOGEN
CPLR, VERT, STD FLOW
HYDRAULIC OIL, STANDARD
ANTIFREEZE, -50C (-58°F)
HARNESS, WIRING, WT, VERTICAL
SEAT, DELUXE
PRODUCT LINK, CELLULAR PL243
TIRES, 340/80 R18, FS, DURAFORCE
SERIALIZED TECHNICAL MEDIA KIT
INSTRUCTIONS, ANSI
RUST PREVENTATIVE APPLICATOR
TIRES, 405/70 R18, DL, SPT9
LARGER RIMS FOR TIRES

Block heater
BUCKET-LM, 1.6 YD3, SSL, BOCE

1-888-MICH CAT
www.michigancat.com
Novi, Shelby Twp, Grand Rapids, Saginaw, Lansing
Kalkaska, Brownstown Twp, Kalamazoo
SELL PRICE
LESS GROSS TRADE ALLOWANCE
TOTAL NET PURCHASE PRICE

$94,788.56
($65,000.00)
$29,788.56

TRADE-INS

<table>
<thead>
<tr>
<th>Model</th>
<th>Make</th>
<th>Year</th>
<th>Trade Allowance</th>
</tr>
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<tbody>
<tr>
<td>580SN</td>
<td>CASE (CA)</td>
<td>2018</td>
<td>$55,000.00</td>
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</tbody>
</table>

**Subject to availability**

WARRANTY

Standard Warranty: Michigan CAT 12 Month, Unlimited Hour Standard Full Machine Warranty Service Agreement with 6 Months Mileage

Extended Warranty: 906-36 MO/2000 HR PREMIER (Tier 4)

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jim Langbeen
Account Representative
Jim.Langbeen@MICHIGANCAT.com
616-292-3610

1-888-MICH CAT
www.michigancat.com
Novi, Shelby Twp, Grand Rapids, Saginaw, Lansing
Kalkaska, Brownstown Twp, Kalamazoo
Village of Spring Lake

June 29, 2021

Attention: Kyle Botbyl

EQUIPMENT QUOTE:

NEW - 2021 Case 321F HS T4 Final Compact Wheel Loader

**Standard Specifications attached:**

High Speed Axles w/Limited Slip Differential
High Speed
Deluxe Cab
Heat & AC
Air Ride Seat
Radio w/speakers
365/80 R20 STP L2 Dunlop Tires
Hydraulic Skid Steer Coupler
Standard Auxiliary Hydraulics
Return to Dig
Auto Ride Control
Joystick
Remote Oil Drain
Cold Weather Package w/Block Heater
1.70 Cu. Yd. LM Bucket w/Bolt on Cutting Edge
Lift Tilt Control
2 Working Lights Front & Rear
Case Site Watch Telematics

3 Year/2000 hour FULL MACHINE WARRANTY

Total List Price = $124,173.00
MI Deal Discount (31%) Off List = ($38,494.00)
MI Deal Pre Delivery Inspection (2%) = $1,714.00
MI Deal Delivery to Customer = $200.00
Village of Spring Lake Total Cost = $87,593.00

Trade Value – 2018 Case 580SN = $65,000.00
TOTAL TRADE DIFFERENCE = $22,593.00
**Sales Quotation**

Prepared for: Village of Spring Lake  
Address: 102 W Savidge Street  
Spring Lake, MI 49456  
Sales Person: Justin VanderVennen 616-550-1711

Date: 6/30/2021  
Valid Through: 7/31/2021

For the purchase of

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 New Holland W80C High Speed compact wheel loader</td>
<td>123,412.00</td>
</tr>
<tr>
<td>ZBar, Deluxe cab, high speed, bucket and forks included</td>
<td></td>
</tr>
<tr>
<td>Sourcewell (NJPA) New Holland Construction Contract #32119 (31% discount off MSRP)</td>
<td>-38,257.72</td>
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</tbody>
</table>

**see attached build sheet**

Total Purchase: $ 85,154.28

**Trade Allowance**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Case 580 Super N backhoe 757.7 hours serial # JFC720884</td>
<td>65,000.00</td>
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</tbody>
</table>

Total Trade Allowance: $ 65,000.00

**Sale Terms**

ETA wheel loader delivery is August of 2021

Total Purchase: $ 85,154.28  
Less Trade Allowance: $ 65,000.00  
Tax:  
Net Cost: $ 20,154.28
<table>
<thead>
<tr>
<th>GL NUMBER</th>
<th>DESCRIPTION</th>
<th>2019-20 ACTIVITY</th>
<th>2020-21 ACTIVITY</th>
<th>2020-21 AMENDED BUDGET</th>
<th>2021-22 PROPOSED BUDGET</th>
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<tr>
<td></td>
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<td>THRU 05/31/21</td>
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<td>750</td>
<td>500</td>
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<td>661-000.000-669.000</td>
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<td>110,000</td>
<td>105,000</td>
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<td>661-000.000-669.100</td>
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<td>127,839</td>
<td>130,680</td>
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<td><strong>TOTAL ESTIMATED REVENUES</strong></td>
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<td>135,414</td>
<td>116,631</td>
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<td>7,000</td>
<td>4,500</td>
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<td>36</td>
<td>117</td>
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<td>637</td>
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<td>661-000.000-704.000</td>
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<td>1,884</td>
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<tr>
<td>LOADER PURCHASE - NET OF BACKHoe TRADE IN</td>
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<td>PICKUP TRUCK PURCHASE</td>
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<td>SIDEWALK PLOW</td>
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<td><strong>GL # FOOTNOTE TOTAL:</strong></td>
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<td><strong>93,500</strong></td>
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<td>181,388</td>
<td>111,859</td>
<td>243,071</td>
<td>300,539</td>
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<td><strong>TOTAL APPROPRIATIONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>661-000.000-997.000</td>
<td></td>
<td>181,388</td>
<td>111,859</td>
<td>243,071</td>
<td>300,539</td>
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<td><strong>NET OF REVENUES/APPROPRIATIONS - FUND 661</strong></td>
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<td>661-000.000-997.000</td>
<td></td>
<td>(45,974)</td>
<td>4,772</td>
<td>(115,232)</td>
<td>(169,859)</td>
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</table>
September 21, 2021

Garage at Division, LLC
Paul Pugsley
(paul@fuelbarandrefuge.com)

RID # 2108-09079 Reference/Transaction: CONDITIONAL LICENSE, Transfer Ownership escrowed Class C license with Dance Permit from Hartt Development, Inc; transfer location (governmental unit) under MCL 436.1531(1) from 12371 James St Ste 40, Holland, Holland Twp; cancel existing Outdoor Service Area; new Sunday Sales Permit (AM & PM), Specific Purpose Permit (food), Entertainment Permit, Outdoor Service Area and Sunday Sales Permit (PM) for SDM- Mixed Spirit Drinks.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Garage at Division, LLC

Business address and phone number: 108 S Division St, Spring Lake 49456

Home address and phone number of partner(s)/subordinates:
1. Paul Pugsley: 16162 Harbor Vie Dr, Spring Lake 49456 C: (513) 309-6256

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office: Grand Rapids District Office (616) 447-2647

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to Local Governmental Unit should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

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

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: Spring Lake Twp clerk (cboersma@springlaketwp.org)
President Powers called the meeting to order at 7:00 p.m.

1. **Audit Presentation (Marv Hinga) – Hinga** reviewed the audit report with Council and shared that, barring one invoice from GDK dated the end of July that was for work done by subcontractors prior to June 30, 2021, the Auditors had a clean opinion.

2. **Budget Adjustments (Marv Hinga) – Hinga** reviewed budget adjustments with Council. Council had no objections to the adjustments and agreed they could be added to the Consent Agenda.


4. **Ventrac Sidewalk Machine (Wally Delamater) – Delamater** provided an overview of the Ventrac sidewalk snow removal machine through a Work Session Agenda Report dated September 10, 2021. Duer commented that, given the machine’s width, it would only create a single file path. Delamater said that was correct. Council agreed that this item could be added to the Consent Agenda.

5. **Flood Plain Ordinance – Burns** provided an overview of the Floodplain Ordinance amendment through a Work Session Agenda Report dated September 10, 2021. Council agreed that a public hearing and ordinance adoption would be added to the agenda.

6. **SLT Agreements – Burns** provided an overview of the Spring Lake Township agreements with the Village through a Work Session Agenda Report dated September 10, 2021. Burns explained that this was just an initial draft, and the final drafts would be presented at the October meeting.

7. **Tanglefoot Bonding – Burns** provided an overview of the Tanglefoot Park Bonding through a Work Session Agenda Report dated September 10, 2021. Council agreed that a resolution could be added to the Consent Agenda item.

8. **Acting Village Manager – Burns** shared that while she was out of the country, Hinga would be Acting Village Manager. Council agreed this item could be added to the Consent Agenda.

9. **Communications** –
   - Communication – COVID-19
   - Complaint – Hydrant
   - Complaint – Waterfowl Ordinance (SLT)
   - Complaint – Crosswalk Markings
   - Inquiry – Food Trucks
   - Inquiry – Parking Ordinance

Burns reported that she had met with Tony Oosting, owner of the old DPW building, and he assured her he would email her an outline of his plan for the property redevelopment. Burns said he was not
entirely sure what he wanted to do with the property yet. The property is zoned residential, so he was considering making it his home. As an alternative, he would divide the building with one third acting as his office and the other two thirds serving as leased office space.

**Burns** updated Council on the Martinus Federal Lawsuit.

**TePastte** asked where they stood on the fireworks discussion. **Burns** said that the Township wanted to coordinate efforts, so the attorney was drafting language at this time.

**Burns** shared that the library was having a “Bond” fire on Thursday to celebrate their bonds being paid off and everyone was invited.

**Burns** introduced Elliott Stepanian, the new Assistant to the Village Manager.

**Council** discussed the Stop for Pedestrian traffic cones on Exchange St. that seemed to be slowing vehicles down.

President **Powers** shared that he has heard from local restaurant proprietors that are not in favor of Food Trucks. **Hanks** said that she felt under certain conditions, food trucks would not damage the viability of local restaurants, provided that they were invited for a specific event and during off peak hours (i.e., Sunday through Tuesday). **Council** agreed that allowing food trucks warranted further discussion and suggested this would also be a good question to pose to the DDA.

10. **Minutes** – Minutes of the August 9, 2021 Work Session and August 16, 2021 Council meeting were attached for review.

11. **Public Comment** – Lee Schuitema, 408 W Exchange, asked if food trucks would be approved by the Ottawa County Health Department. **Hanks** said that a review process would be part of the process allowing them to operate within the Village.

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

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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, Hanks, Miller, Powers, TePastte, Van Strate.

Absent: Petrus

Motion by TePastte, second from Hanks, to excuse the absence of Council Member Petrus.

Yes: 6  No: 0

4. Approval of the Agenda

Motion by TePastte second from Duer, to approve the agenda as amended, adding item 6. A.2 Roger Bergman presentation.

Yes: 6  No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 61871 to 61917 and electronic payments 221 to 227) in the amount of $261,245.65.

B. Approved the minutes for the August 9, 2021 work session and the August 16, 2021 Special Council meeting.

C. Approved budget adjustments for FY 2021/2022.

D. Approved Resolution 2021 – 10, a resolution authorizing a property swap with ARM Holding Co. LLC and naming Mark Powers and Joel TePastte as signatories for the transaction.

E. Approved the purchase of a Ventrac sidewalk snow removal machine from Spartan Distributors for an amount not to exceed $23,330.00.
F. Approved Marv Hinga as the Acting Village Manager in the absence of the Village Manager.

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

Yes: 6  No: 0

6. General Business

A. Audit Presentation (Doug Vredeveld) – Doug Vredeveld reviewed the Fiscal Year 2020/2021 audit with Council.

A.2. Roger Bergman – Ottawa County Commissioner Roger Bergman gave an overview of Ottawa County’s annual report.

B. DDA Bonds for Tanglefoot Park

Subject: In order to pay for improvements to Tanglefoot Park, the DDA has obligated themselves to pay for those improvements over the next 15 years. Village Council must pledge their full faith and credit to the sale of those bonds to pay for the improvements.


Yes: 6  No: 0

C. Public Hearing to Adopt Ordinance 372

Subject: Flood Damage Prevention Ordinance an Ordinance 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

President Powers opened the public hearing at 7:20 p.m.

There was not public comment.

Motion by TePastte, second from Van Strate, to close the public hearing at 7:21 p.m.

Yes: 6  No: 0

Motion by TePastte, second from Hanks, to adopt Ordinance 372, and Ordinance 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.

Yes: 6  No: 0
7. **Department Reports**
   A. Village Manager
   B. Assistant to the Manager – **Stepanian** had the following additions to his report: the street sign inventory had been completed, he had participated in a Leadership Connect seminar and has been researching boat launch payment kiosks along with online parks reservations and bill payment systems.
   C. Clerk/Treasurer/Finance Director
   D. DDA
   E. OCSO
   F. Fire/911
   G. DPW
   H. Zoning/Planning
   I. Water (none included)
   J. Sewer
   K. Minutes from Various Board & Committees
      1. Planning Commission (07/27/21)
      2. DDA (08/12/21 & 08/26/21)
      3. Parks & Recreation (07/06/21 & 08/02/21)
      4. Historic Conservation Commission (information only - no minutes)

8. **Old Business and Reports by the Village Council** – N/A

9. **New Business and Reports by Village Council** – N/A

10. **Status Report: Village Attorney** – N/A

11. **Statement of Citizens** – N/A

12. **Adjournment**

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

   Yes: 6  No: 0

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Mark Powers, President          Maryann Fonkert, Deputy Clerk