## Village of Spring Lake Council Work Session

**March 14, 2022**  
**7:00 p.m.**  
**102 West Savidge Street (Upstairs Conference Room)**  
**Spring Lake, MI 49456**  

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

<table>
<thead>
<tr>
<th></th>
<th>Time</th>
<th>Item</th>
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<tbody>
<tr>
<td>1</td>
<td>7:00 p.m.</td>
<td>Economic Development Contract</td>
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<tr>
<td>2</td>
<td>7:03 p.m.</td>
<td>Sculpture Donation</td>
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<td>3</td>
<td>7:06 p.m.</td>
<td>Level 3 EV Fast Chargers</td>
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<td>4</td>
<td>7:09 p.m.</td>
<td>Tanglefoot Park Maintenance Agreement</td>
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<td>5</td>
<td>7:12 p.m.</td>
<td>Social District Hours Extension</td>
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<td>6</td>
<td>7:15 p.m.</td>
<td>Budget Adjustments (Marv Hinga)</td>
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<td>7</td>
<td>7:18 p.m.</td>
<td>Dock Disposal (Wally Delamater)</td>
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<td>8</td>
<td>7:22 p.m.</td>
<td>Communications</td>
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<td></td>
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<td>• Complaint – Political Signage</td>
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<td>• Complaint – Tanglefoot Park</td>
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<td>• Gateways for Growth Memo</td>
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<td>• Neighborhood Housing Services termination</td>
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<td>• Tree City USA Recognition</td>
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<tr>
<td>9</td>
<td>7:26 p.m.</td>
<td>Minutes</td>
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Minutes of the February 14, 2022 Work Session and February 21, 2022 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Bums or Maryann Fonkert prior to March 17.

| 10| 7:27 p.m. | Public Comment                                 |

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.

| 11| 7:30 p.m. | Adjourn                                         |
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: March 10, 2022
RE: Economic Development Contract

Background: The Village has enjoyed a relationship with the Grand Haven/Spring Lake/Ferrysburg Chamber of Commerce in regard to economic development services. This 3-year contract is due for renewal in 2022.

Issues & Questions Specified: Should the Village renew the contract with the Chamber for another 3 years?

Alternatives: Do not renew the contract.

Financial Impact: Not renewing the contract would save the Village $5,689.76 however, we would no longer receive economic development services and would need to seek those services elsewhere.

Recommendation: Place this item on the consent agenda for approval at the March 21, 2022 Council meeting.

Attachments:

Proposed contract for ED services.
Pricing breakdown for all five NW Ottawa County communities.
### Inflation Rate Multiplier History

<table>
<thead>
<tr>
<th>Year</th>
<th>Multiplier</th>
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<tbody>
<tr>
<td>2000</td>
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<tr>
<td>2001</td>
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<td>2019</td>
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<tr>
<td>2020</td>
<td>1.657</td>
</tr>
<tr>
<td>2021</td>
<td>1.691</td>
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### 2022 Chamber of Commerce Economic Development Contract Calculations

<table>
<thead>
<tr>
<th>Year</th>
<th>Multiplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>1.06737</td>
</tr>
<tr>
<td>2003</td>
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<td>2007</td>
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<td>2008</td>
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<tr>
<td>2009</td>
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<tr>
<td>2010</td>
<td>1.06787</td>
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<tr>
<td>2011</td>
<td>1.06794</td>
</tr>
<tr>
<td>2012</td>
<td>1.06801</td>
</tr>
</tbody>
</table>

### Average Inflation Rate Multiplier

- 7%
- 6%
- 5%
- 4%
- 3%
- 2%
- 1%

### Average Non-Residential Value

- 2002: $2,802,437
- 2003: $2,885,721
- 2004: $3,049,026
- 2005: $3,211,726
- 2006: $3,384,826
- 2007: $3,562,038
- 2008: $3,739,349
- 2009: $3,922,277
- 2010: $4,107,046
- 2011: $4,293,192
- 2012: $4,481,944
- 2013: $4,673,646
- 2014: $4,869,152
- 2015: $5,066,450
- 2016: $5,264,037
- 2017: $5,463,643
- 2018: $5,666,237
- 2019: $5,872,029
- 2020: $6,079,821
- 2021: $6,291,656

### Average Residential Value

- 2002: $3,992,709
- 2003: $4,273,788
- 2004: $4,558,204
- 2005: $4,845,328
- 2006: $5,138,849
- 2007: $5,434,996
- 2008: $5,732,226
- 2009: $6,035,962
- 2010: $6,341,478
- 2011: $6,648,154
- 2012: $6,955,424
- 2013: $7,262,209
- 2014: $7,579,006
- 2015: $7,895,480
- 2016: $8,210,912
- 2017: $8,526,259
- 2018: $8,840,599
- 2019: $9,154,163
- 2020: $9,466,744
- 2021: $9,778,226

### Total Taxable Value

- 2002: $6,795,170
- 2003: $8,149,709
- 2004: $9,525,384
- 2005: $10,913,054
- 2006: $12,300,245
- 2007: $13,688,384
- 2008: $15,072,895
- 2009: $16,454,535
- 2010: $17,834,211
- 2011: $19,209,923
- 2012: $20,590,034
VILLAGE OF SPRING LAKE
ECONOMIC DEVELOPMENT SERVICES CONTRACT

THIS CONTRACT, dated for reference purposes as of October 1, 2022 is by and among the Chamber of Commerce of Grand Haven, Spring Lake and Ferrysburg (The Chamber), a Michigan nonprofit corporation, whose address is One South Harbor, P.O. Box 509, Grand Haven, Michigan 49417-0509, and The Village of Spring Lake, a Michigan municipal corporation, whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 (referred to individually as a "Governmental Unit"), and is made with reference to the following facts and circumstances:

A. The Governmental Unit is authorized by Michigan law to undertake economic development activities; and

B. The Chamber is a nonprofit corporation that is able to provide economic development services to the Governmental Unit.

In consideration of the mutual covenants and agreements contained in this Contract, IT IS AGREED AS FOLLOWS:

1. General Agreement. The Governmental Unit hereby contract with The Chamber to provide general economic development services to the Governmental Unit and the geographical region in which they are located, including projects and activities in tourism, agriculture, commercial, retail, financial and industrial.

2. Scope of Service Priorities. In addition to general economic development services, the Chamber shall focus its efforts towards the following activities:

   a. Business Retention Calls: The Chamber shall complete a business retention call upon each industry within the Village. A written report regarding these calls shall be shared with the Village, excluding any confidential information.

   b. The Chamber shall annually review with the Village Manager available economic development grant programs through the State of Michigan and jointly determine whether any grants should be pursued during the coming year.

   c. The Chamber shall provide grant writing service and/or assistance for any economic development grant application that the Village determines should be pursued.
d. The Chamber shall appear before the Village Council twice each calendar year as desired by the Village and provide an update of its economic development services.

3. **Payment for Services.** In payment of the services to be provided pursuant to this Contract, the governmental Unit shall pay such amount as shall be determined annually by The Chamber board provided, however, that in no event shall this annual amount exceed the amounts mutually agreed upon between The Chamber and the Governmental Unit. The maximum amount for the first year will be $106,737.00. The amount for the second year and third years will be determined by the State Tax Commissions “Inflation Rate Multiplier” applied to the previous year contract amount. All charges of The Chamber for services pursuant to this Contract shall be allocated between the Governmental Unit as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>City of Ferrysburg</td>
<td>7%</td>
</tr>
<tr>
<td>City of Grand Haven</td>
<td>25%</td>
</tr>
<tr>
<td>Grand Haven Charter Township</td>
<td>32%</td>
</tr>
<tr>
<td>Spring Lake Township</td>
<td>31%</td>
</tr>
<tr>
<td>Village of Spring Lake</td>
<td>5%</td>
</tr>
</tbody>
</table>

Amounts due the Chamber from the Governmental Unit pursuant to this Contract shall be invoiced annually in advance. All invoices shall be paid within thirty (30) days of their date.

4. **Reporting.** The Governmental Unit shall receive the same quarterly reports, i.e. activity reports, minutes, committee reports and other pieces of information, as are presently provided to members of The Chamber Board of Directors.

5. **Term.** This Contract shall have a three (3) year term. This contract may be renewed by mutual written agreement of all of the parties for an additional term or terms, the duration of which shall be specified in such agreement.

6. **Termination.** This Contract may be terminated at any time by mutual agreement or by either party after ninety (90) days prior written notice to the other. Reason for a unilateral termination may include any of the following:

   a. Failure to Perform: If the Chamber fails to complete or make good faith efforts to complete the tasks specified in the Scope of Economic Development Services or its reporting requirements under Subsection three (3), the contract may be terminated by the governmental unit. However, the Chamber may seek to remedy any failure to perform during the ninety (90) days notice period and, if
governmental unit determines that the remedy is sufficient, the notice shall be null and void.

b. Budget Constraints: The Chamber acknowledges that the governmental unit’s revenues are subject to sharp fluctuations and that should the governmental unit experience a significant revenue drop in any of its General Fund revenue sources that the governmental unit shall have, at its sole discretion, the ability to terminate the contract upon ninety (90) days notice. During the ninety (90) days notice period the parties shall make good faith efforts to review alternatives to termination including continuing or modifying the contract at a rate less than that specified in Subsection Two (2). If the parties mutually agree to an alternative to termination, the notice shall be null and void.

c. Political or Developmental Issues: If the Chamber adopts political position or acts upon a development issue that the governmental unit Board believes is contrary to or in opposition of a decision by the governmental unit, the contract may be terminated by the governmental unit. During the ninety (90) day notice period the parties shall make good faith efforts to resolve the conflict. If the parties mutually agree to actions that resolve the conflict, the termination shall be null and void.

7. Independent Contractor. In the performance of the services to be provided pursuant to this Contract, it is mutually agreed that The Chamber shall be and at all times is acting and performing as an independent contractor.

8. Effective Date. This Contract shall be effective on October 1, 2022.

9. Miscellaneous. This Contract and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All notices and other documents to be serviced or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of the Contract. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract.

This Contract represents the entire understanding and agreement between the parties hereto. All prior oral or written understandings and agreements are specifically merged herein. The
captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this contract and no other person shall have the right to enforce any of the provisions contained herein. All amendments to this Contract shall be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Signed in presence of:

Witness

________________________________________

Witness

________________________________________

CHAMBER OF COMMERCE,
A Michigan nonprofit corporation

By:  ___________________________________________

Its:  Chamber Board Chair

By:  ___________________________________________

Its:  Chamber Board President

Dated: _____________________________, 2022

Village of Spring Lake
Michigan Municipal Corporation

By:  ___________________________________________

Its:  Village of Spring Lake President

By:  ___________________________________________

Its:  Village of Spring Lake Clerk

Dated: _____________________________, 2022

* 2022-23 = $5,690
Background: The Doss family commissioned a beautiful sculpture in honor of matriarch Kay Doss that has “lived” in the lobby Structural Concepts since her passing in 1995. The Doss Family has been extremely supportive of the Village’s movement towards art installation over the past several years. They would like to donate the sculpture to the Village so that it may have more exposure and appreciation. If Council wishes to view a small-scale replica of the sculpture, one is located on Kay Doss’ grave at SLT cemetery. Some research still remains to be completed to ensure the sculpture can safely be placed outdoors and what would need to be constructed to accommodate the sculpture. Due to ongoing renovations at Structural Concepts, the sculpture needs to be moved prior to the end of April. It could be stored at the DPW until such time as a permanent home is found.

Issues & Questions Specified: Should the Village accept the sculpture donation? Should the Village have the art curating committee propose a location for the art installation?

Alternatives: Do not accept the sculpture as a gift to the Village.

Financial Impact: The Village would be responsible for the proper installation of the sculpture in its new home. There is a healthy fund balance in the Art in the Park budget to accommodate this requirement.

Recommendation: Accept the gift from the Doss family and assign the art curating committee the task of selecting a location for the sculpture. Place this item on the consent agenda.

Attachments:

Photo of the sculpture.
Background: The DDA installed two Level 2 EV Charging Stations at 107 N. Jackson St. that were activated on December 10, 2021. The DDA is now considering a third-party agreement for the installation of two Level 3 chargers at 213 S. Cutler Street.

Issues & Questions Specified:

A. 213 S. Cutler Street – The Third Party License Agreement is has been reviewed by the Village Attorney and is ready for the DDA to review and make a recommendation to the Village Council to formalize the contract. The following details are noted in the license agreement:

1. The agreement is similar to Third-Party EV Charging agreements in place throughout Michigan.

2. The License agreement for the DCFC Chargers for two parking spaces has a term of ten years with two five-year renewals included.

3. The Third Party will pay all costs for the installation and operation of the stations in the parking lot at 213 S. Cutler Street.

4. The equipment section of the agreement is not finalized. The final listing will be for DCFC fast charging equipment. Consumers is in the process of determining what equipment will comply with the rebate program. They expect to have the list available later in April. We will than detail it in the “Equipment” section of the license agreement and have it approved by the Village Council.

5. The Third Party will keep the equipment in good condition and operational for the term of the agreement.

6. The Third Party will share profits with the Village based on usage.
7. The Third Party will be required to remove the equipment installed (except the meter and electrical breaker box) when the license is terminated.

B. Funding For EV Charging Stations -

1. The U. S. Congress has yet to act on the Infrastructure Bill that would add to the monies already designated for EV Charger installation around the Country. However, the first Infrastructure Bill had some and this is in the works of being committed in Michigan. Most of the grants or rebates are for EV chargers along Interstate Highways, but some may be available locally (along the major roads circumventing Lake Michigan, for example).

2. Consumers Energy has announced that it will provide rebates for 100 DCFC chargers along with another 100 Level 2 chargers this year in Michigan. This year, the DCFC rebates will target locations “with 24/7 amenities, and close proximity to travel routes; geographic distribution throughout service territory to reduce range anxiety.” The Level 2 rebates will target “the hospitality sector (hotels, campgrounds, B&Bs, etc. – locations where overnight charging is likely to occur)”, including “multi-dwelling units serving tenants (apartments, condos, etc.).” I am confident that we will have a good chance of being offered a DCFC rebate for the Cutler Street site as it is close to U. S. – 31 (the closest DCFC chargers are at Sternberg or in Holland).

3. I have continued to look for other grants and rebates for EV charging in Spring Lake. I have been in contact with EGLE, Michigan Governor’s Office, Senator Stabenow’s Office, ChargePoint, General Motors and EVgo to inquire about funding. As of today, talks with EGLE have been the most productive. If we do not get a rebate offer from Consumers, they may have other options for us.

4. 101 Rotary Drive (Central Park) – I bring this up only because of the focus for Consumers energy rebates this year, and the possibility of assistance from EGLE for rebates with or without Consumers rebates. When we started the process of getting into the EV charger business, applications for rebates were submitted for Jackson, Cutler and Rotary Drive. We got the rebates for Jackson, but the other two locations are still on Consumers list. I was not concerned about Rotary Drive as it did not meet Consumers criteria last year. Now, it does (at least for the Level 2 chargers) as there is a decent sized condominium development next to the park along with the retail uses less than a block away. I also have third party interest (only if a DCFC rebate is approved). I note this for the DDA as it may have a reasonable chance for funding this year and want you to be knowledgeable about it with the new facts. Obviously, if any funding opportunities come through, you would have the final say to accept or not.
can also keep this on my agenda for the other funding opportunities if you wish to learn about them. Please let me know your thoughts on this location.

**Alternatives:** NA

**Financial Impact:** None for Cutler Street. Funding would need to be budgeted if the Rotary Drive location were to become a 2022 project.

**Recommendation:**

A. Cutler Street – Motion to recommend that the Village Council approve the 213 S. Cutler Street License Agreement for the installation of EV DCFC Chargers.

B. Provide consensus to staff to report on specific funding opportunities for possible Rotary Drive EV Charging Stations or to remove this location from further consideration.
CHARGING STATIONS
LICENSE AGREEMENT

This Charging Stations License Agreement (the “Agreement”) is effective as of ____________, 2022 (the “Effective Date”) by and between the Village of Spring Lake, (“Licensor”), a Michigan municipal corporation located at 102 W. Savidge Street, Spring Lake, Ottawa County, Michigan, 49456 and Roan and Black Inc., a Michigan corporation (“Licensee”), with its principal place of business located at 3315 Blue Star Highway, Saugatuck, MI 49453. Licensor and Licensee may each be referred to in this Agreement as a “Party” or may be referred to together as the “Parties.” In consideration of mutual benefits and other good and valuable consideration, the Licensor and Licensee acknowledge and agree as follows:

WHEREAS, Licensor owns the real property commonly known as 213 South Cutler Street, Spring Lake, Michigan, and further described and shown on attached Exhibit A (the “Premises”); and

WHEREAS, Licensee, by installing electric vehicle chargers (“EV Chargers”) on the Premises will provide value to Licensor by attracting electric vehicle owners and the public to, and providing additional visibility of, the Village of Spring Lake; and

WHEREAS, Licensor acknowledges the value of Licensee’s EV Chargers on the Premises and desires to grant an exclusive license to install and maintain EV Chargers at the Premises to Licensee pursuant to the terms set forth herein.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PREMISES: Licensor hereby grants to Licensee an exclusive license to install, repair, replace, operate and maintain EV Chargers at the Premises.
2. **INITIAL INSPECTION:**

   A. **Early Access.** Beginning on ________________, 2022 (“Initial Inspection Start Date”) Licensee shall have a period of up to sixty (60) days during which it will have reasonable, non-exclusive access to the Premises for conducting any reviews and inspections deemed necessary by Licensee (the “Inspection Period”).

   B. **Application for Permits.** During the Inspection Period, Licensee shall apply and pay for all required permits, variances and/or approvals required for Licensee’s installation and operation of the EV Chargers on, and Licensee’s use of, the Premises (collectively, the “Permits”) and for all rebates and grants desired by Licensee. Licensor represents and warrants to Licensee that the installation, operation, use, maintenance, repair and replacement of the EV Chargers on the Premises are permitted as of right under Licensor’s applicable zoning ordinances.

   C. **Right to Terminate.** If Licensee determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for Licensee’s proposed use, Licensee may, without any liability except as otherwise expressly provided hereunder, terminate this Agreement upon written notice delivered to Licensor no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 19 of this Agreement.

   D. **Premises Undisturbed.** During the Inspection Period, Licensee shall not perform any work on, or make any alternations of any kind to the Premises without Licensor’s prior written approval. If Licensee terminates the Agreement pursuant to Section 2(C) after having performed work on the Premises in violation of this section, the Premises shall be restored to their original condition.

3. **INSTALLATION & OPERATION:** Upon acceptance of the Premises following the Inspection Period, Licensee shall, at its sole expense, install and continuously operate the EV Chargers for the Term of this Agreement, subject to temporary periods during which the EV Chargers are not operated due to repairs, maintenance, or replacement determined to be necessary by Licensee. Licensee may
operate the EV Chargers and access the Premises for the purposes of operating, maintaining repairing, and replacing the EV Chargers twenty-four (24) hours per day, three hundred sixty-five (365) days per year during the Term of this Agreement.

4. **EQUIPMENT:** The EV Chargers initially installed on the Premises shall consist of two ChargePoint Model Express 250 Level 3 (DCFC) EV Chargers with Pedestal Mounts; provided, however, that at any time and for any reason, Licensee may upgrade, revise, alter, or swap all or part of any of the EV Chargers. At no time shall the quality or speed of the chargers be reduced in comparison to the ChargePoint Model Express 250 chargers.

5. **COMMENCEMENT DATE:** The date that the EV Chargers open to the public (the “Commencement Date”) shall be within two hundred (200) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond Licensee’s control delay the installation of the EV Chargers, despite the commercially reasonable efforts of Licensee. Licensee shall provide written notice of the Commencement Date to Licensor pursuant to Section 19 of this Agreement for record keeping purposes. In the event of a delay as described herein, Licensee shall deliver written notice to Licensor pursuant to Section 19 and this notice shall provide the Commencement Date. If the Commencement Date provided in such notice is later than two hundred (200) days following the Initial Inspection Start Date, then either Licensor or Licensee may terminate this Agreement by written notice to the other.

6. **TERM:** The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the “Initial Term”). Thirty (30) days prior to the expiration of the Initial Term, the Parties may mutually elect to extend the Agreement and such extension shall be for up to two additional period of five (5) years (the “Renewal Terms” and together with the Initial Term, the “Term”). Following the Renewal Terms, any further renewals will be subject to mutual agreement between Licensee and Licensor and may be of any duration agreed upon by the Parties.
7. **TERMINATION:**

A. **TERMINATION BY LICENSOR.** Licensor may terminate this Agreement for cause if the Licensee fails to perform any License obligation referenced within this Agreement, and the failure continues without resolution for thirty (30) days after written notification by Licensor, provided that if such failure cannot be reasonably cured within such thirty (30) day period, then Licensee shall not be in default as long as Licensee commences to cure such failure within such thirty (30) day period and diligently pursues such cure thereafter. Promptly following termination by Licensor, Licensee shall remove the charging stations from the Premises and restore the Premises to its former condition not including improvements made by Consumers Energy (including the electric meter, breaker box and base).

B. **TERMINATION BY LICENSEE.** With the exception of temporary periods during which the EV Chargers are not operated due to repairs, maintenance, or replacement determined to be necessary by Licensee, Licensee shall continuously operate the charging stations for a minimum of 36 months after the Commencement Date. If at any time after the 36th month of the Term, the EV Chargers at the Premises are being used to charge vehicles an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, Licensee shall have the right to terminate this Agreement by providing Licensor written notice (the “Termination Notice”) pursuant to Section 19 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of Licensee’s termination of this Agreement (“Termination Date”). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations except as otherwise provided hereunder, including Licensee’s obligations to pay all monies owed pursuant to Section 10 of this Agreement through the Termination Date, and to remove the EV Chargers and restore the Premises to its condition prior to such removal including all underground electrical wiring and
conduit from the electrical meter and breaker box to the EV charging equipment.

8. **UTILITIES:** Licensee agrees to arrange and pay the charges for all utility services provided or used by Licensee in or at the Premises during the Term. Licensee shall pay such charges directly to the utility company. In the event that utility services are disrupted, and Licensor becomes aware of such disruption, Licensor shall notify Licensee of the disruption. Licensor shall have no liability to Licensee for any disruption of utility services (unless such disruption is caused by Licensor’s gross negligence or willful misconduct), or failure or delay in notifying Licensee of any such disruption. Licensee shall be responsible for any fees, charges, etc. required by the utility to resume services.

9. **USE:** Licensee shall use and occupy the Premises during the Term for electric vehicle charging services only. All use of the Premises by Licensee shall comply with applicable codes, laws, and ordinances.

10. **PAYMENT FOR CHARGING SERVICES:** Licensee shall share with Licensor revenue generated from the EV Chargers on the Premises in the amount of $0.01 per kilowatt-hour for each month that the EV Chargers are used to charge vehicles for between 50 and 99 hours and $0.03 per kilowatt-hour for each month that the EV Chargers are used to charge vehicles for 100 hours or more, which sum is payable on the 28th day of the next calendar month (e.g. – 100 hours of charging = $30.00 payment to Licensor). Payments shall be made by check unless another manner of payment is acceptable to both parties.

11. **MAINTENANCE:** Licensee shall be responsible for maintaining the EV Chargers and Licensor shall not have any liability for damage to the EV Chargers unless such damage is caused by Licensor’s gross negligence or willful misconduct. Notwithstanding the foregoing, Licensee shall continue to maintain the Premises. Licensor agrees to coordinate any parking lot maintenance with Licensee to ensure that charging spaces remain available as much as is reasonably feasible. Licensee
may, at its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement. No equipment of any kind, including security cameras or any type of monitoring equipment, may be installed on the Premises after the initial installation of the EV Chargers without the express written permission of Licensor.

12. LICENSOR COVENANTS: Licensor represents that it is the owner of the Premises, and that this Agreement does not violate any agreement, lease or other commitment of Licensor. Licensor shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers. Licensor agrees to notify Licensee within a reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the Designated Spaces (defined below), or if electric vehicles park in the Designated Spaces without actively using the EV Chargers, thereby impairing use of the Dedicated Spaces, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt. Licensee shall pay the costs of any necessary improvements to the Premises agreed upon by the Parties. Licensor is not liable for monitoring the Premises to ensure that use of the EV Chargers is not impaired.

13. SIGNAGE: Licensee may install signage at the Premises to identify two parking spaces depicted in Exhibit A designated exclusively for the use of vehicles actively using the EV Chargers (“Dedicated Spaces”). Such signage is represented in Exhibit B and shall include signs to identify the Dedicated Spaces. Any material revisions or additions to the signage depicted in Exhibit B shall be subject to Licensor approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at Licensee’s expense.

14. INDEMNIFICATION: Except to the extent of any gross negligence or willful misconduct of
Licensor, Licensee hereby agrees to indemnify, hold harmless and defend the Premises, Licensor, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney’s fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly arising from Licensee’s use of the Premises. Licensee shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for Licensee at or for use on the Premises. The provisions of this Section shall survive any termination of this Agreement.

15. **DESTRUCTION**: Upon total destruction of the Premises either Party may terminate the Agreement by furnishing written Notice pursuant to Section 19 of this Agreement within thirty (30) days of such destruction.

16. **INSURANCE**: Licensee shall carry commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) for bodily injury or death. Licensee shall include Licensor as additional insured on its commercial general liability and umbrella insurance policies and shall deliver a certificate of insurance or other written proof of such insurance coverage (acceptable to Licensor) with the Spring Lake Village Clerk not later than the date of the signing of this Agreement at its inception. Such insurance shall not be canceled, modified or cancelable during the term of this License without the Licensor’s prior written approval. Licensee will also carry worker’s compensation insurance if required by state and federal law.

17. **CONFIDENTIALITY AND PUBLICITY**: Neither Party will use the other Party’s name, trademark or logo without such other Party’s prior written consent.

18. **ENVIRONMENTAL MATTERS**: To the best of Licensor’s knowledge, Licensor believes that the Premises shall be delivered free of environmental contamination. Licensee shall have no liability for any environmental contamination unless caused by Licensee, its agents, employees or contractors.
19. **NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Licensor and Licensee may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

If by Licensor, to: 
Eric D McIntosh, Secretary/Treasurer  
John R Newland, CEO  
Roan and Black Inc.  
3315 Blue Star Highway  
Saugatuck, MI 49453  
269-455-5354  
Doug@Roanandblack.com

If by Licensee, to: 
Christine Burns  
Village Manager  
Village of Spring Lake  
102 W. Savidge Street  
Spring Lake, MI 49456  
616-842-1393  
Christine@springlakevillage.org

20. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Licensor and Licensee and their respective successors and assigns.

21. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, LICENSOR AND LICENSEE EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS AGREEMENT.

22. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Ottawa County in the State of Michigan, and each Party irrevocably
submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum.

23. VOLUNTARY AND INFORMED EXECUTION: The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

24. AMENDMENT. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

25. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. NO ASSIGNMENT WITHOUT PRIOR LICENSOR APPROVAL: Licensee may not assign or sublicense any portion of the Premises or this Agreement to any other person or party for any purpose without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to so assign or sublicense the Premises to anyone other than Licensee shall automatically render this Agreement null and void unless expressly approved by Licensor as provided for herein.

27. PREMISES “AS-IS”: The Parties agree to and acknowledge that Licensee takes the Premises “as-is” and in its current condition. Licensor makes no representations, warranties, or promises regarding the Premises or the ability of Licensee to use the Premises except as expressly provided in this Agreement.

28. NO CLAIMS OR CAUSES OF ACTION REGARDING ADVERSE POSSESSION, PRESCRIPTIVE EASEMENT, OR SIMILAR THEORIES: Licensee acknowledges and agrees
that use of the Premises by Licensee is deemed permissive. Licensee agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against Licensor with regard to the Premises or anything connected to the Premises.

29. **CAPTIONS AND HEADINGS:** The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

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

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

32. **DUPLICATE:** This document may be executed in duplicate but constitutes only one contract or agreement.

33. **NO THIRD-PARTY BENEFICIARIES:** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their permitted assigns.

34. **GOVERNMENTAL IMMUNITY:** Nothing herein shall be deemed or construed as a waiver of Licensor’s entitlement to rely on a defense of governmental immunity to the full extent otherwise authorized and permitted by law.
Acknowledgments

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Licensee

By: Eric D. McIntosh
Its: Secretary/Treasurer

Licensor

By: Mark Powers
Its: Village President

By: Marv Hinga
Its: Village Clerk

STATE OF MICHIGAN )
COUNTY OF Ottawa ) ss.

The foregoing instrument was acknowledged before me this _____ day of _________________, 2022 by ___________ and _________________, as President and Clerk, respectively, of the Spring Lake Village, a Michigan municipal corporation, on behalf of said entity, who are personally known to me or who have produced their drivers licenses as identification.

* Notary Public, Ottawa County, Michigan
Acting in the County of Ottawa
My commission expires: ______________

STATE OF MICHIGAN )
COUNTY OF __________ ) ss

The foregoing instrument was acknowledged before me this _____ day of _________________, 2022 by ________________, as Secretary/Treasurer of Roan and Black, a Michigan limited liability company, on behalf of said entity.

* Notary Public, __________ County, Michigan
Acting in the County of ________________
My commission expires: ______________
EXHIBIT A

THE PREMISES:

The Northern-most two parking spaces on the west side of 213 Cutler Street on the southeast corner of parcel 70-03-15-363-001
EXHIBIT B SIGNAGE

Approved Alternate

Signage if desired by Licensee

Splvil 031022
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Stefanie Herder, DDA Director
DATE: March 8, 2022
RE: Tanglefoot Park Maintenance Proposals

Background: The Village reached out for bids for landscape maintenance of Tanglefoot Park so that it wouldn’t be an additional project for DPW to oversee. We received one bid from a local business – The City Farmer.

Issues & Questions Specified: Does the DDA Board agree to move forward with the received proposal for landscape maintenance at Tanglefoot Park?

Alternatives: Seek additional bids.

Financial Impact: See attached bid pricing.

Recommendation: None.

Attachments: City Farmer Landscape Maintenance Proposal
___ SPRING CLEAN UP
   • Clean up of leaves and debris from all planting beds, sidewalks and driveways.
   • Weed ornamental beds as needed

SPRING CLEAN UP: N/A

___ IRRIGATION START UP
   • Turn on irrigation system and ensure proper coverage and function of entire system
   • Complete repairs, with work to be billed for time and materials, as needed
   • Perform mid-season system check and make necessary adjustments

IRRIGATION START UP: $100.00

___ LAWN MOWING
   • Mow lawn once weekly, April – October
   • Maintain clean edge of hard surfaces, such as sidewalks and driveways
   • Mulch lawn for increased growth and nutrient retention

LAWN MOWING: $225.00/Weekly

___ Monthly Grooming
   • 4 Man Hours per Month

Grooming: $300.00

___ Power Washing Docks & Kayak Launch
   • Power Washing - Total of 8 Man Hours

Power Washing: $1,300.00/Season

___ IRRIGATION WINTERIZATION
   • Turn off irrigation system and blow out lines to protect from cold weather

IRRIGATION WINTERIZATION: $100.00
If you have any questions about the above services, please do not hesitate to reach out to us. We look forward to doing business with you and appreciate the time you have taken to look over our proposal.

Service confirmation is required no later than 3-31-2022 to ensure your place on our schedule for this season. Please initial, in the space provided next to each service, to indicate which service(s) you would like done, sign the bottom of this proposal and send it back to us. Please make sure to retain a copy for your records as well.

X ___________________________  X ___________________________

NAME / DATE                  NAME / DATE

City Farmer Lawn & Landscape also provides the additional services listed below. Please contact us if you would like more information about the extra services we offer.

- Grub Control
- Bark Delivery & Installation
- Snow Removal & Salting
- Landscape Design & Installation
- Grass Seeding
- Hydoseeding
- Aeration & Dethatching
- Pruning
- Tree Trimming & Removal
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Stefanie Herder, DDA Director
DATE: March 11, 2022
RE: Social District Hours Adjustment

Background: This summer, the DDA District will be promoting ‘Social Saturdays’ every Saturday. All DDA businesses would be welcome to participate. For example: Seven Steps Up will be coordinating a mix of live music, open mic nights, movies, silent discos, and more outside in the social district. The DDA will also be promoting a cruise-in car night during Social Saturdays which will have a new theme each week (Jeeps, EVs, Corvettes, etc.)

The DDA Board is recommending that the Social District Hours on Friday & Saturday nights be changed from ending at 10pm to ending at 11pm.

Issues & Questions Specified: Does the Council agree with the DDA Board to adjust the Social District hours on Friday & Saturday nights from 10pm to 11pm?

Alternatives: Do nothing.

Financial Impact: None.

Recommendation: Motion to approve the DDA’s recommendation to have the Social District hours extended on Friday & Saturday nights from 10pm to 11pm.

Attachments: None.
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</table>
BACKGROUND:

ISSUES & QUESTIONS SPECIFIED:

ALTERNATIVES:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:
Hi Tammy,

Thanks for reaching out to us. Unfortunately, the 1st amendment protects those signs; we cannot regulate content or the fact that they are on his property post-election. The difference with the garage sale signs is that they were in the public right-of-way (off premise from the sale). Those we can regulate.

We are sorry we cannot give you the answer you would like, but until/unless the property owner removes them you're stuck looking at them 😔.

Fondly,

Chris

Christine Burns

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

-----Original Message-----
From: Tammy <no-reply@www.springlakevillage.org>
Sent: Wednesday, March 9, 2022 8:51 AM
To: Communications <communications@springlakevillage.org>
Subject: Website Contact Form "Signs in yards"

From: Tammy <rtkb@aol.com>
Subject: Signs in yards

Message Body:
Isn’t there a sign ordinance in SL? The resident on Lake Ave near Grandview has had political signs up for years. It’s not an election year and some of his signs seem hateful. I was at at garage sale in that area a few years ago and the police came and told the person having the garage sale that she had to take some of her signs advertising her garage sale down. It seems like we could take a break from political signs when the election is over and the next one is not in the near future.

--

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

I received a complaint yesterday (please see email thread below) that the project’s contractors are using the condo property as a turn-around. If you could please let your crews know where the property lines are (see below in red) so that they use only the road right-of-way, that would be much appreciated.

Thank you,

Chris
Yup. That’s the Christine I remember. She’s a treat!

Sent from my iPhone

On Mar 10, 2022, at 5:43 PM, Christine Burns <christine@springlakevillage.org> wrote:

Good afternoon Patrick,

The Tanglefoot redevelopment project has been in the works for 3 years now and has followed the same steps that every other development in the Village goes through (site plan, public hearing, etc.) even though the Village is technically exempt from those requirements. We held numerous community engagement sessions whereas the public was invited to attend and offer input. We gladly encouraged then, and will continue to encourage, a dialogue with community members regarding the site. Since the early part of the last century (and prior to the construction of your condo development), Tanglefoot Park has been a public park in some way/shape/form and due to deed restrictions will remain public space in perpetuity.

I will gladly reach out to GDK and let them know to stay off condo property. I do believe that the development had an access gate at one point in time. Should you wish to (re)install a security gate, that is your prerogative. As would be the case with any development, that cost belongs solely to the association should they wish to pursue that option.

Thank you for reaching out to us.

Fondly,

Chris

Christine Burns

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

From: Patrick Wittkopp <pat2lori@comcast.net>
Sent: Wednesday, March 9, 2022 3:06 PM
To: Elliott Stepanian <elliott@springlakevillage.org>; Christine Burns <christine@springlakevillage.org>
Cc: Dave Chesney <dches23@aol.com>; Carol A. Breuker <Carol.Breuker@spectrumhealth.org>
Subject: Tanglefoot

I stopped into the Village office today and spoke with Elliott who asked that I email our concerns relating to the Tanglefoot development.
I live at Spring Cove West (the condo’s directly adjacent to the farmers market) and the residents of our HOA have concerns over the development. The amount of traffic that will be generated from this development and the overall parking needs is well above what is planned and what the area can accommodate.

In particular the increased traffic generated from the proposed kayak launch at the end of S. Division St. How will the limited # of parking spaces accommodate the visitors that will be utilizing the boats slips, farmers market, kayak launch, community fire pit, bike path, and the splash pad. If the kayak launch is installed at the end of Division St, the traffic congestion will be unbearable.

Through this winter we have tolerated the construction trucks blocking Division St and the contractors turning around in our parking lot. What I don’t want to see is Spring Cove West as the overflow and kayak trailer parking area for Tanglefoot.

To protect our property an access gate will need to be installed at our parking lot entrance to prevent this issue from overspilling onto our private property – and the cost of such gate should be paid for by the Village.

I have copied Condo Board Members on this communication and we look forward to hearing from you.

Patrick Wittkopp

237 Riverfront St., Spring Lake
A collaborative group of leaders in Ottawa County has begun the process of developing a “Welcoming Plan” – a guide intended to help us become a more inclusive community. Supported by a 12-member steering committee, this plan will be created by a Program Specialist employed by Ottawa County. The Welcoming Plan will be designed such that, once finalized, stakeholders from all sectors of the community can use it to help all our new Americans feel Ottawa County is truly where they belong.

The goals and recommendations that will be specific to the Ottawa County Welcoming Plan have yet to be determined but will be based on research conducted in partnership with Gateways for Growth and a survey of our immigrant population scheduled for spring/summer 2022. Once goals for Ottawa County are identified, recommendations and strategies will be created. From there, a more precise budget for implementation activities in years two and three can be adopted, and fundraising to support those activities can continue.

Listed below are examples of long-range goals from Welcoming Plans developed by other communities, such as our neighboring Kent County; Lancaster, PA.; and Cedar Rapids, IA. These give stakeholders a better idea of they might expect from the Ottawa County Welcoming Plan.

LONG-RANGE GOAL EXAMPLES

- **Increase** connectedness among and between communities to foster a deeper sense of belonging
- **Support** new Americans to be in elected office and on commissions, boards, and key decision-making tables
- **Enhance** business resources for new American entrepreneurs and business owners
- **Support** immigrants in the pursuit of post-secondary education & training
- **Increase** immigrants’ social ties to the community through volunteer opportunities
- **Promote** training for employers who employ or would like to employ new Americans
A three-year proposed budget of $210,000 will get the Welcoming Plan completed, our goals established, the Welcoming Plan activated in the community, and implementation underway. The first step for the Ottawa County Welcoming Plan Steering Committee is to raise those funds; the next step is to hire a Program Specialist to lead this effort.

Under the guidance of the Steering Committee, the Program Specialist will conduct all the necessary tasks to achieve the following near-term goals:

**GOAL 1 Develop a countywide Welcoming Plan (WP)**

**Objective 1)** Hire dedicated program specialist to develop and implement WP

**Objective 2)** Commission comprehensive survey of Ottawa County immigrant population

**Objective 3)** Complete WP

**GOAL 2 Secure community support**

**Objective 1)** Create and implement community outreach campaign

**Objective 2)** Activate WP with a Community Launch Event

**Objective 3)** Develop Task Force to assist with implementation and champion the WP

**GOAL 3 Secure private sector and public funding**

**Objective 1)** Secure private sector donations to support three-year program budget

**Objective 2)** Apply for grant funding to support WP implementation

**Objective 3)** Utilize WP to enhance the economic impact of immigrants in Ottawa County

**GOAL 4 Ensure the efficient implementation of the WP**

**Objective 1)** Monitor, evaluate, and adapt WP as needed

**Objective 2)** Maintain active, passionate Steering Committee to guide the implementation of the WP

The Ottawa County Welcoming Plan Steering Committee is committed to launching this initiative in order to make our community one where everyone, regardless of what country they call home, can feel welcome and valued. Questions can be directed to plan@miottawa.org. More information can be found at www.miottawa.org.

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**The Ottawa County Welcoming Plan Steering Committee**

Robyn Afrik, Ottawa County  
Eva Alexander, Lighthouse Immigrant Advocates  
Jim Brooks, Holland/Zeeland Model Communities  
Steve Bulthuis, Holland Charter Township  
Guillermo Cisneros, W MI Hispanic Chamber of Commerce  
Mandy Cooper, community stakeholder  
Paul Sachs, Ottawa County  
Keith VanBeek, City of Holland  
Ester Fifelski, City of Holland  
Priya Gurumurthy, Yanfeng Automotive Interiors  
Gloria Lara, Lakeshore Ethnic Diversity Alliance  
Patrick McGinnis, City of Grand Haven  
Jodi Owczarski, community stakeholder  
Becky Huttenga, Ottawa County
Hello,

I am emailing to tell you that I have accepted a position outside of the City of Grand Haven. Rather than fill my position, the City has chosen to close my department and eliminate all NHS services. I am emailing you because we have an MOU for services.

We have about 30 people on a home repair waiting list for 2022. We will be offering the NIP home repair grant to these waiting list clients but we cannot accept new clients. I will be in this position until March 30. After March 30 Nan Soper will continue working with the home repair clients until the funds are gone.

As of today, March 7, we are not accepting any new clients. The best course for anyone needing services is to call 211.

Thank you all for your support for the last 5 years, it has been a great experience working with you.

Rhonda

Rhonda Kleyn
NHS Neighborhood Development Coordinator
519 Washington Grand Haven MI 49417
Phone 616-935-3275

How are we doing? Please take a minute to fill out our survey:
https://www.surveymonkey.com/r/WJNZ38H
Yay!

Maryann

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

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Dear Tree City USA Contact,

On behalf of the Arbor Day Foundation, congratulations on earning recognition as a 2021 Tree City USA. Residents of your community should be proud to live in a place that makes the planting and care of trees a priority, and you should be proud of a job well done!

Ready to take it to the next level? If your community has been recognized in the past AND you have not already applied this year, don’t forget to apply for a Growth Award. Please go to your Tree City USA profile online to access this application. If this is your first time being recognized, check out the list of Growth Award Activities and consider what you could do to grow your program in the next year.

As a 2021 Tree City, you also have access to the Tree City Center – an online portal with new, customizable Tree City marketing materials, examples of urban forest master plans, and exclusive grant opportunities. Check the Tree City Center out by clicking on the button on the top right of the Tree City USA website, and using the below credentials:

Username: Your Email Address
Password: TreeCity2021

A recognition letter and press release will be sent directly to your Mayor when your recognition materials are mailed out. Your recognition materials will be shipped and distributed to you on or before your state’s Arbor Day. Please reach out with any questions about when and how you will be receiving your materials.

Again, congratulations on your recognition!
The Tree City USA Team
treecity@arborday.org
President Powers called the meeting to order at 7:00 p.m.


5. Budget Adjustments (Marv Hinga) – Hinga reviewed the Budget Adjustments with Council.

6. Consumer Credit Union (Marv Hinga) – Hinga provided an overview of using Consumers Credit Union as a Depository for Village Funds through an Agenda Report dated February 11, 2022.

   Council agreed they didn’t see a downside in using Consumers Credit Union as a depository and asked that this item be added to the Consent Agenda.


   Council had no objection and asked that this item be added to the Consent Agenda.

8. Board & Committee Appointments – Burns provided an overview of Board Appointments to the Parks & Recreation Board and the Historic Conservation Committee through an Agenda Report Dated February 11, 2022.

   Council agreed to appoint these candidates to the Parks & Rec Board and Historic Committee and asked that this item be added to the Consent Agenda.

Council agreed they were very happy with the level of service the Village was receiving from Ms. Hoisington and new Senior Planner, Rory Thibault and asked that this item be added to the Consent Agenda.

10. DNRTF Grant Approval for Tanglefoot Park (Elliott Stepanian) – Stepanian provided an overview of a DNRTF Project Agreement Resolution through an Agenda Report dated February 14, 2022.

Council agreed to a Resolution approving a DNRTF grant and asked to add this to the Consent Agenda.


Council discussed an E bike ordinance and agreed there was definitely a need for an ordinance due to the popularity of E Bikes.


Council felt Mr. Gates was very deserving of this recognition. Petrus suggested recognizing Curt Brower for his time serving on the Parks & Recreation Board. Burns said they could make that happen to.

13. Waste Hauler Licenses – Burns provided an overview of the Waste Hauler Licensing through an Agenda Report dated February 11, 2022 and added that she had just received Arrowaste’s pricing.

14. Communications –
   - AG Opinion on Virtual Meetings
   - Beach Safety Bill
   - GHACF – Statements of Accounts
   - Ottawa County Water/Wastewater Survey Results for 2021

15. Minutes – Minutes of the combined January 10, 2022, Work Session and January 17, 2022 regular meeting were attached for review.

16. Public Comment – N/A

17. Adjournment: There being no further business, Village Council adjourned the meeting at 7:58 p.m.

Mark Powers, Village President
Maryann Fonkert, Deputy Clerk
1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Absent: None

4. Approval of the Agenda

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

Yes: 7  No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 62105 to 62159 and electronic payments 255 to 261) in the amount of $486,143.08.

B. Approved the minutes for the January 10, 2022 work session and the January 17, 2022 regular Council meeting.

C. Approved amendments to the Villages Fee Schedule.

D. Approved budget adjustments for fiscal year 2021/2022.

E. Approved using Consumers Credit Union as a depository for Village funds and name the Village President Mark Powers, Village Manager Christine Burns and Village Clerk/Treasurer Marvin Hinga as signatories on the account.

F. Approved an amendment to a lease agreement for Barber School.

G. Approved the following Board & Committee appointments:
   - Kristen Horine, Parks & Recreation, term expiring 2022
   - Amanda Pauli, Historic Conservation Committee, term expiring 2023

H. Approved a MOU with Grand Haven Township for Planning Services.
I. Approved Resolution 2022-02, a Resolution approving a DNRTF grant.

Motion by Duer, second from Petrus, to approve the Consent Agenda as amended removing item H to General Business as item C.

Yes: 7 No: 0

6. General Business

A. You Make the Difference Award – Curt Brower

President Power presented Curt Brower with a You Make the Difference Award for his years of service as a Parks and Recreation Board Member and Board Chair. Council was very appreciative and thanked Mr. Brower for his service to the Village.

B. You Make the Difference Award – Nathan Gates

President Powers presented Nathan Gates with a You Make the Difference Award for his years of service creating and maintaining the Central Park Ice Rink. Council was very appreciative and thanked Mr. Gates for his service to the Village.

C. MOU With Grand Haven Township for Planning Services

Subject: Consideration of a MOU with Grand Haven Township for Planning Services.

Burns explained that the reason she asked to have this item taken off the Consent Agenda was because there has been a change in amount for planning services with Grand Haven Township. Burns said Ms. Hoisington was offered a position with Holland Township for considerably more money, however, after negotiating a little higher wage, chose to stay with Grand Haven Township so that increase from $36.77 to $39.89 has to be passed on to the Village.

Council and staff have been very pleased with Ms. Hoisington’s job performance and agreed to approve the higher rate.

Motion by Hanks, second from TePastte, to approve an MOU with Grand Haven Township for Planning Services at and increased rate of $39.98.

Yes: 7 No: 0

D. Waste Hauler Licenses

Subject: Council asked staff to obtain more information from Arrowaste prior to approval of licenses.

Burns provided an overview of the Waste Hauler Licensing through an Agenda Report dated February 18, 2022.

Council had no further discussion.

Yes: 7  No: 0

E. Public Hearing to Approve Text Amendments to Zoning Ordinance

Subject: These are text amendments to the Village’s Zoning Ordinance. Details are available in the staff report.

President Powers opened the Public Hearing at 7:11 p.m.

Vicki Vargo, 3800 Winged Foot Court, Orlando, Florida, spoke regarding the text amendments.

Motion by TePastte, second from Duer, to close the public hearing at 7:14 p.m.

Yes: 7  No: 0

Council had no further discussion.

Motion Hanks, second from Petrus, to approve the proposed zoning text amendment ordinance (draft dated 01/24/22).

Yes: 7  No: 0

F. Public Hearing to Approve Amendments to Chapter 320 of the Code of Ordinances.

Subject: These are amendments to the Village’s Stormwater Ordinance.

President Powers opened the Public Hearing at 7:15 p.m.

There was no public comment.

Motion by TePastte, second from Duer, to close the public hearing at 7:15 p.m.

Yes: 7  No: 0

Council had no further discussion.

Motion Hanks, second from Van Strate, to adopt Ordinance Number 374, an Ordinance to amend Chapter 320, Stormwater, of the Code of Ordinances.

Yes: 7  No: 0

G. Public Hearing concerning the rezoning of 102 E. Exchange from SFR to CBD.

Subject: This zoning needs to occur per the development agreement between the Village and the property owner.

President Powers opened the public hearing at 7:17 p.m.
There was no public comment.

Motion by TePastte, second from Duer to close the public hearing at 7:17 p.m.

Council had no further discussion.

Motion by Petrus, second from Hanks, to approve the Zoning Map Ordinance Amendment to rezone 102 E. Exchange from SFR to CBD in accordance with the Real Estate Purchase & Development Agreement as recorded in 2005.

Yes: 7  No: 0

7. Department Reports
   A. Village Manager – Burns added that she had received a letter from the National Association of Women in Construction asking the Village to name March 6th through the 12th, 2022 as National Association of Women in Construction Week.

   Motion by TePastte, second from Duer, to declare March 6th through March 12th as National Association of Women in Construction Week.

   Yes: 7  No: 0

B. Assistant to the Manager
C. Clerk/Treasurer/Finance Director
D. DDA
E. Communications Specialist
F. OCSO
G. Fire/911
H. DPW
I. Zoning/Planning
J. Water
K. Sewer
L. Minutes from Various Board & Committees
   a. Planning Commission (12/16/21)
   b. DDA (01/13/22 & 01/27/22)
   c. Parks & Recreation (11/01/21)

8. Old Business and Reports by the Village Council – Hanks asked about the short-term rental violations. Burns explained that homeowners were listing short-term rentals that have not been registered nor have they applied for a Special Land Use permit to be approved as a short-term rental through the Planning Commission. Many realtors were pushing homes listed for sale as potential short-term rentals, which drives the price up and changes the flavor of a neighborhood. Burns said that the Planning Commission would be discussing limiting the number of short-term rentals allowed.

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

10. Status Report: Village Attorney – N/A
11. Statement of Citizens

Vicki Vargo, 3800 Winged Foot Court, Orlando, Florida spoke regarding the Stormwater project.

12. Adjournment

Motion by Van Strate, second from Miller, Village Council adjourned the meeting at 7:29 p.m.

Yes: 7  No: 0

___________________________   __________________________
Mark Powers, President           Maryann Fonkert, Deputy Clerk