## Village of Spring Lake Council Work Session

**June 13, 2022**  
6:00 p.m.  
102 West Savidge Street (Upstairs Conference Room)  
Spring Lake, MI 49456

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

<table>
<thead>
<tr>
<th>Time</th>
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<tbody>
<tr>
<td>6:00 p.m.</td>
<td><strong>PUD Amendment (Lake Pointe Condos)</strong></td>
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<tr>
<td>6:03 p.m.</td>
<td><strong>Budget Adjustments (Marv Hinga)</strong></td>
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<tr>
<td>6:07 p.m.</td>
<td><strong>Water &amp; Sewer Rates (Marv Hinga)</strong></td>
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<td>6:08 p.m.</td>
<td><strong>Fee Schedule</strong></td>
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<td>6:18 p.m.</td>
<td><strong>Budget Adoption &amp; Millage Rate Adoption (Resolutions 2022-06 &amp; 2022-07)</strong></td>
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<tr>
<td>6:24 p.m.</td>
<td><strong>Appointment of Barber School Focus Group</strong></td>
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<td>6:27 p.m.</td>
<td><strong>Business of the Year Discussion</strong></td>
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<tr>
<td>6:30 p.m.</td>
<td><strong>CLOSED SESSION (VM Performance Appraisal)</strong></td>
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A Closed Session must be called by a roll call vote of those elected and serving. This requires a majority of the total board, not just those present at the meeting. Council can only deliberate in the closed session; no decisions will be made.

Proposed Motion: I move that the Council meet in closed session under section 8(a) of the Open Meetings Act, to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.

Roll Call Vote: Duer, Hanks, Miller, Petrus, TePastte, VanStrate, Powers

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<td>6:50 p.m.</td>
<td><strong>Communications</strong></td>
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<td>• Complaint - Curtis</td>
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<td>• Complaint - Sobczak</td>
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<td>• Complaint - Werner</td>
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<td>• Enforcement (STR) - Kidd</td>
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<td>• Inquiry - Zacek</td>
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<td>6:53 p.m.</td>
<td><strong>Minutes</strong></td>
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Minutes of the May 9, 2022 Work Session and May 16, 2022 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to June 13.

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<th>Time</th>
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<tr>
<td>6:54 p.m.</td>
<td><strong>Public Comment</strong></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>6:57 p.m.</td>
<td><strong>Adjourn</strong></td>
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WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Chris Burns, Village Manager

DATE: June 7, 2022

RE: PUD Amendment - Lake Pointe Condominiums & Townhomes

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**Background:** See agenda report from 04.11.22 (attached) for background information as well as Cassie Hoisington’s staff report.

**Issues & Questions Specified:** Should the Village approve the proposed PUD amendment?

**Alternatives:** Do not approve the proposed PUD amendment.

**Financial Impact:** The Village will forgo revenue of approximately $4,714 per year (+ inflationary increases) by amending the agreement. However, the Village could enter into an agreement with another party for the use of that lot, if it so desired.

**Recommendation:**

- Open the public hearing and accept public comment.
- Motion to close the public hearing.
- Discussion by Village Council.
- Motion to approve/deny the proposed PUD Amendment for Lake Point Condominiums and Townhomes and amend the PUD agreement for the development by removing language pertaining to the parking arrangement with the Village of Spring Lake as described in Section “N” of the PUD Agreement dated August 24, 2006.

**Attachments:**

Staff Report – Cassie Hoisington
PUD Application
Agenda Report Council Work Session 04.11.22
Bylaws
Legal Fees 1
Legal Fees 2
Public Notice
MEMORANDUM

Date: May 20, 2022
To: Village of Spring Lake Planning Commission
From: Cassandra Hoisington – Village Planner
Subject: PUD Amendment – Lake Pointe Condominiums

BACKGROUND

Sawyer Rozgowski, Attorney at Parmenter Law, is representing the Lake Pointe Condominium Association regarding a PUD amendment.

This amendment is concerning a parking agreement the Association had maintained with the Village. This agreement had allowed the Association to use the Village’s parking lot in exchange for an annual maintenance fee. The additional parking was required in the original agreement to accommodate a restaurant, which never came to fruition. Without the restaurant space, the apartments and two offices require only 58 parking spaces, and 69 parking spaces are provided. This amendment does not pertain to any physical changes to the site.

The Association will now be opting out of the agreement, which has already been discussed by the Village Council with their blessing to proceed. The Planning Commission must first recommend approval to the Planning Commission before the Council may take official action.

SAMPLE MOTIONS

If the Planning Commission finds the application meets the required standards, the following motion can be offered:

Motion to approve the proposed PUD Amendment for Lake Pointe Condominiums & Townhomes and amend the PUD Agreement for the development by removing language pertaining to the parking arrangement with the Village of Spring Lake as described in Section “N” of the PUD Agreement dated August 24, 2006.
1. **Project Information**
Address/location of property: 917 W. Savidge St., Spring Lake, MI 49456
Name of Development: Lake Pointe Condominiums & Townhomes
Parcel Number(s): 70-03-16-482-035
Current Use: Multiple-Family Dwellings  Proposed Use: Multiple-Family Dwellings
Current Zoning: Central Business District  Area in Acres or Sq. Ft.: 1.2205 acres
Zoning of adjacent properties: Central Business District

2. **Applicant Information**
Name: Lake Pointe Condominiums & Townhomes Association c/o Parmenter Law, Attn: Sawyer T. Rozgowski
Phone: (231) 722-5412
Address: 601 Terrace St., Muskegon, MI 49440
Email Address: Sawyer@parmenterlaw.com

3. **Property Owner Information**
Name: 36 residential units of various ownership and Lake Pointe Condominiums & Townhomes Association c/o Parmenter Law, Sawyer T. Rozgowski
Phone: (231) 722-5412
Address: 601 Terrace St., Muskegon, MI 49440
Email Address: Sawyer@parmenterlaw.com

4. **PUD Information:**
- Does the property abut a Village Property? ☑ Yes ☐ No
  - If yes, please list property:
- Number & Type of Existing Structures?
  1 Multiple-Family Dwelling
- Is the property served by public utilities? ☑ Yes ☐ No
  - If yes, please list: All.

5. **Required Attachments (10 hard copies + 1 digital copy):**
- Application
- PUD Plans – see details in Section 390-78 of the zoning ordinance.
- Narrative
- Application Fee & Escrow Fee
By signing below, permission is granted for Village staff, including Planning Commissioners, to enter the subject property for purpose of gathering information to review this request. In addition, the applicant agrees to perform the described work in accordance with all applicable Sections of the Village of Spring Lake Code of Ordinances.

Signature of Applicant: Raymond J. Purdy

Owner Date: 4/25/2022

Print Name: Raymond J. Purdy - Lake Pointe Condominium Board President

Signature of Owner: _______________________________ Date: _______________________________

Print Name: _______________________________

OFFICE USE ONLY

Date Received: _______________________________ Fee Paid: _______________________________

Site Plan: _______________________________ Location Map: _______________________________

Property Survey: _______________________________ Legal Description: _______________________________

PLANNING COMMISSION USE ONLY

Approval: _______________________________

Tabled: _______________________________

Denied: _______________________________

Conditional Approval: _______________________________

The following conditions shall be met for approval:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Signature of Planning Commission Chair: __________________________ Date: __________________________
Narrative to Lake Pointe Condominiums & Townhomes Association’s PUD Amendment Application.

Lake Pointe Condominiums & Townhomes Association (the “Association”) currently operates 917 W. Savidge Street (the “Subject Property”) as a multiple-family dwelling under an existing PUD dated August 21, 2006 (the “PUD”) with 36 residential units and two office spaces. PUD dated August 21, 2006 attached as Exhibit 1.

Section 1(N) of the PUD conditioned the development on the Village granting the Association a license for parking at the Village owned property known as 921 W. Savidge St. (the “Parking Lot”) subject to rules established by the Village and, in exchange, the Association agreed to pay an annual maintenance fee to the Village for its use of the Parking Lot. Exhibit 1 at page 7-8. Section 1(C) of the PUD says the PUD cannot be amended except by Village Council action after public hearing as required by planned use development projects. Exhibit 1 at page 4.

Village Council has tentatively agreed to amend the PUD to remove Section 1(N) in its entirety subject to the planned use development review process. Counsel for Association and the Village Attorney have reduced this tentative agreement to writing. Proposed Second Amendment to PUD attached as Exhibit 2. The Association will agree to pay the 2020 and 2021 maintenance fees, plus $1,000.00, plus the Village’s attorneys’ fees incurred in this matter, and the Village will agree to amend the PUD to remove Section 1(N) and change no other part of the PUD. This tentative agreement needs to be approved through the planned use development review process.

There will be no change in the use by the Association or any physical attributes on the Subject Property. All other plans and obligations within the PUD will remain. The Parking Lot license and maintenance agreement was drafted in 2005 when a restaurant was envisioned, and the Subject Property did not contain enough on-site parking to meet the zoning ordinance requirements. Without the restaurant, the Subject Property contains more than enough on-site parking to meet the Association’s obligations under the zoning ordinance.

The only change that will result from the requested PUD amendment is that the Association’s members will no longer have a license to park at the Parking Lot. The Subject Property contains 36 multiple-family dwellings and office space totaling 1,150/sq. ft. Office space dimensions attached as Exhibit 3. The Village zoning ordinance requires 1.5 parking spaces per multi-family unit and 1 space per 300 feet of gross office space floor area. Village Zoning Ordinance, Article XVI, Parking Regulations. The Subject Property needs 58 parking spaces to comply with the zoning ordinance.

The Subject Property has 64 parking spaces in its parking garage and 5 parking spaces at the entrance to the building. Site plan of parking garage attached as Exhibit 4. Therefore, the Subject Property meets its parking obligations on-site without use of the Parking Lot. The Association and the Village recognize the current situation is untenable and request approval of this PUD amendment application amending the PUD to remove Section 1(N) in its entirety pending public hearing. The result to the Village is that the Parking Lot would no longer be subject to the Association’s license and the Village could do what it wants with the Parking Lot. The Association’s Counsel should be contacted with document requests or any questions or concerns.
Lake Pointe Condominiums & Townhomes Association

By: Raymond Purdy
Its: President
Dated: 4/25/2022
FIRST AMENDMENT TO
PLANNED UNIT DEVELOPMENT CONTRACT

THIS First Amendment to Planned Unit Development Contract, dated for reference purposes as of August 21, 2006, is by and between the Village of Spring Lake, a Michigan municipal corporation, whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 (the “Village”), and onemarket properties, of 605 Elliott Street, Grand Haven, Michigan 49456, (the “Developer”), and is made with reference to the following facts and circumstances:

A. The Developer applied to the Village for Planned Unit Development approval under the Village Zoning Ordinance (the “Zoning Ordinance”) for construction of a Development to be known as “Lake Pointe Condominiums and Town Homes,” consisting of thirty-four (34) residential units and a restaurant with approximately 5,000 square feet of interior seating and a deck for summer seating (the “Project”) to be located on lands and premises in the Village of Spring Lake, Ottawa County, Michigan, described specifically on Exhibit A (the “Premises”). The Project is described specifically in the Final Development Plan (the “Final Development Plan”) submitted by the Developer. The Final Development Plan shall consist of the following:
1. The Final Development Plan, consisting of three pages, submitted by onemarket properties, dated May 2, 2005;

2. Summary letter dated May 2, 2005, consisting of two pages;

3. Project renderings and elevations consisting of 29 pages dated May 2, 2005; and:

4. Deed evidencing that the Developer has a fee title ownership in the property shall be submitted to the Village subsequent to the closing on the property and prior to the issuance of any permits for the Project.

B. The Project was approved by the Village Council on August 15, 2005, as a planned unit development, subject to certain conditions, one of which was that the Developer and the Village enter into a contract in recordable form under which the Developer would agree to conform to and comply with all the conditions required by the Village Council. In addition, the Village and the Developer acknowledged that said contract would not only govern the use of the Premises, but also establish certain obligations for which the parties will be contractually bound. The Contract was executed and Notice Regarding Planned Unit Development, dated August 19, 2005, was filed with the Ottawa County Register of Deeds at Liber 5041 page 298, and Liber 5061 page 027.

C. The Developer submitted an application for amendment to the Planned Unit Development requesting authorization to eliminate the restaurant with approximately 5,000 square feet of interior seating and deck for summer seating, to permit the construction of two office spaces consisting of a total of 1,146 square feet to increase the number of condominiums
from 34 residential units to 36 residential units, to reassign parking spaces, and other changes
more fully described in the First Amended Final Development Plan (the “First Amended Final
Development Plan,” which is presently on file with the Village of Spring Lake Zoning
Administrator. The First Amended Final Development Plan shall consist of the following:

1. Amended site plan submitted by onemarket properties dated May 04, 2006;

2. Application for Amendment to Planned Unit Development dated May 04, 2006, and


NOW, THEREFORE, in consideration of the Village Council’s approval of the First
Amendment to Planned Unit Development, and pursuant to one of the conditions of such
approval that the Village and the Developer enter into this First Amendment to Planned Unit
Development Contract, IT IS AGREED AS FOLLOWS:

Section 1. **Conditions.** The Project shall be acquired, constructed, developed,
completed, operated, and maintained in accordance with all of the following conditions:

A. Except as expressly modified or revised by these conditions, the Developer shall
comply with all of the agreements, plans, representations and warranties included in the Final
Development Plan and the First Amended Final Development Plan. No change except as set
forth below shall be made in the Final Development Plan or the First Amended Final
Development Plan unless the contract granting the Planned Unit Development approval is first
amended by the Village Council following the procedures then provided by State law and the
Zoning Ordinance for initial approval of a Planned Unit Development project. The Village Manager shall have the authority to approve changes with respect to the interior unit layouts without the need to amend the Planned Unit Development Contract.

B. The Project shall comply with all federal, state and/or Ottawa County laws, rules, regulations or requirements;

C. No revision or change of these conditions shall be made except by Village Council action after a public hearing, with notice of such hearing to be given as then required by law for Village Council hearings with respect to proposed Planned Unit Development projects;

D. All provisions of contract dated for reference purposes as of August 15, 2005 shall remain in full force and effect except as hereinafter modified;

E. No building permits shall be issued for the construction of a building or structure within the Project until the Village of Spring Lake has approved, in writing, the drainage plan for the Project as a whole and the drainage plan for the particular building site, and a copy thereof has been delivered to the Village. No occupancy permit shall be issued for a building or structure within the Project until the Village has received written certification from the Village’s engineer that all drainage required for the Project and the drainage required for the particular building site to be occupied by the building or structure has been completed to the satisfaction of the Village’s engineer. The Developer shall pay all costs incurred in obtaining this written opinion from the Village’s engineer;
F. Public water and sewer facilities shall be installed to serve the Project. The Developer shall obtain from the Village written approval of the water/sewer design for the Project prior to the commencement of any construction. Each of the residential units shall have a separate three-quarter (3/4) inch water meter, and the commercial portion of the Project shall be serviced by a separate water meter as specified by the Village Engineer; all meters shall be purchased from the Village. The water and sanitary sewer utilities to be located in the Project shall be designed, acquired, constructed, and completed in compliance with all Ordinances, rules and regulations, and requirements of the Village.

G. There shall be no exterior lighting except for that exterior lighting specifically identified and described in the Final Development Plan or the Amended Final Development Plan for the Project.

H. All signage to be erected as part of the Project shall be as set forth in the Final Development Plan or the Amended Final Development Plan. Any signage not included in the Final Development Plan or the Amended Final Development Plan shall be approved by the Village Manager or, in his discretion, referred to Village Council for approval prior to the placement of said signs as part of the Project.

I. Prior to beginning construction of the Project, the Developer shall obtain from the Village’s Community Services Director, written approval of the Final Landscaping Plan for the Project. Once approved, the Developer shall fully implement the provisions of said plan.

J. Prior to beginning construction of the Project, the Developer shall secure all necessary permits from federal, state, and county agencies (including but not limited to the
Department of Environmental Quality and the Department of Natural Resources) as may be required to construct the Project, and shall provide a copy of said permits to the Village.

K. The Developer shall adopt and implement all recommendations of the Spring Lake Township Fire Chief to ensure a sufficient number of fire hydrants are installed as part of the Project to provide adequate fire protection;

L. The Developer shall at all times during construction require those persons using the premises to do so in a manner that their conduct is not a nuisance or bothersome to the surrounding areas;

M. The Developer shall construct a pedestrian pathway on both the east and west side of the Premises utilizing the existing pedestrian pathway on the west side of the Project. The Developer shall grant to the Village an access rights agreement over the real property on which the pedestrian pathways are to be constructed. The pathways shall consist of a minimum eight-foot path within the easterly twenty feet of the east end of the property and an eight-foot path within the westerly twenty feet of the west end of the property. The Developer may make modifications to the pathway on the west side of the Premises, as may be approved by the Village. The expense for said modifications, however, shall be at the sole expense of the Developer. The modifications shall be made by the Developer so that the use of the pathway is disturbed for a period of short duration (e.g., no more that two weeks). In terms of the pathway along the east end of the Premises, the pathway shall be constructed for the dual purpose of access to the dumpster servicing the Project and a pedestrian pathway. The Developer shall assure that the pathway is cleaned and maintained to facilitate both purposes.
The parties agree that the pedestrian pathways will be designed and constructed to connect on each end to the public right-of-way. The Developer shall not obstruct, preclude, or otherwise interfere with the ability of the public to utilize the pedestrian pathways to access Lakeside Trail. The pathways will be dedicated for the use of the general public for walking, biking, and non-motorized uses. The Developer and the Village will negotiate in good faith the terms and conditions of the access rights agreement for said pedestrian pathways when constructed, which shall provide at a minimum the right but not the obligation of the Village to access the pedestrian pathways and to perform maintenance within its sole discretion. In addition, if required, the Developer shall grant to the Village all appropriate permission to construct a pedestrian pathway over the waterline easement situated to the north of the Premises, which pathway shall be generally constructed in accordance with Exhibit C attached hereto. Deviations from this plan are the responsibility of the property owner to correct. Said permission shall be in the form of an easement which shall permit not only the construction of the pedestrian pathway but the maintenance of the pathway and the use of the pathway by the general public for walking, biking, and non-motorized uses.

N. As a condition of the Planned Unit Development Contract, the Village shall grant to the Developer a license for the property owned by the Village at 921 W. Savidge on which is situated the building formerly housing the business known as Fireside Design, which property is adjacent to the Premises. The license will permit the Developer the right to use the premises for temporary sales/construction offices. The license shall further authorize the Developer to construct a parking lot on the site formerly housing the business known as
Fireside Design, which meets all Village specifications. The Developer shall also provide landscaping, which meets Village specifications. The Village will thereafter operate the property as a parking lot open to the general public. Employees and visitors to the offices located in the Development will have the non-exclusive right to use the parking lot. Moreover, overnight guests of the Lake Condominium owners shall also have the nonexclusive right to use the parking lot for a period not to exceed 48 hours. As a condition of their nonexclusive right to use the parking lot, the Developer shall guarantee that the condominium bylaws which are adopted for the Lake Pointe Condominiums and Town Homes shall include a provision whereby the condominium association will pay an annual fee for the maintenance of the parking lot, which fee shall initially be the sum of $3,750, due June 30, 2007. The fee may be modified annually pursuant to inflationary or otherwise reasonable increase. Except as provided herein, the Village retains the right to establish rules governing the use of the parking lot, which is to be constructed on the property.

O. Except as expressly modified, revised, or altered by these conditions, the Project shall be acquired, developed, and completed in conformance with the Zoning Ordinance, as amended, and all other applicable Village Ordinances;

P. In the event of any conflict between these conditions and the documents included in the Final Development Plan or the First Amended Final Development Plan, these conditions shall control. In the event of any conflict between documents, or parts of the same documents, included in a Final Development Plan or the First Amended Final Development Plan, the more rigorous requirements shall control;
Q. The Project shall be completed within two (2) years. If the Developer cannot comply with this condition, the Developer shall have the right to request that the Village Council, in its discretion, extend this completion date. In addition, if the Brownfield TIF is approved, the Developer, as a condition of the Planned Unit Development Agreement, in addition to any other obligations it may otherwise assume, shall complete the Project within two (2) years or shall repay the environmental loans of approximately $260,000 utilized in the Project area. If a Michigan Economic Development Grant is obtained and utilized to assist in the financing of streetscape and infrastructure improvements for the Project, the Developer or future tenants or buyers shall provide six (6) full-time equivalent jobs within two (2) years of execution of the Planned Unit Development Contract. 51 percent of these jobs shall go to individuals in low to moderate-income families. The Developer acknowledges that should the private investment and job creation goals for the Project as set forth below not be met, that the MDEC may require the repayment of CDBG funds up to the full grant amount. The Developer agrees that if the Village is required to repay any portion of the grant, that it will repay those sums used toward project development to the Village (i.e., power line relocation and streetscape/parking lot elements serving the property being redeveloped), holding the Village harmless therefrom.

The Village shall utilize, to the extent permitted by the granting authority, said monies for the placement of underground power lines servicing the Project, construction of the parking lot on the southern portion of the Premises, and/or other infrastructure improvements associated with the Project on Village-owned property which may be approved by the granting
authority and the Village Council. The grant application contains an engineering estimate covering 50 percent of the cost of the underground power ($65,000) in the West Savidge Street right-of-way at federal prevailing wages. To the extent that the bid specifications are coordinated cost effectively and/or the bids for the overall streetscape or power line undergrounding come in lower, than more than $65,000 could go toward the power line relocation underground with Village Council approval. If Consumer's Power does not pay federal prevailing wages, then the Village cannot participate in the undergrounding cost with Michigan Economic Development Corporation funds. Moreover, the Developer recognizes that it will derive a real and substantial benefit from the utilization of grant funds as part of the Project and, accordingly, shall abide by all the terms of the grant agreement to be executed between the Village, the Developer, and the State of Michigan/Michigan Economic Development Corporation. Specifically, the Developer represents that the Project is expected to result in:

1. Private investment of at least $126,060 for the building, land acquisition, and construction associated with the offices;

2. Upon completion of the Project (i.e., at time of Project closeout), the Developer and/or its assigns shall have created at least six (6) permanent full-time jobs at a minimum hourly rate of $6.00;

3. At least 51 percent of the jobs created shall be made available to or held by low and moderate-income individuals. To document the lower and moderate-income benefit the parties shall use the income certification form (Federal "Attachment C");
R. To obtain state and/or federal grant monies, the parties must comply with the federal Uniform Relocation Act. The Developer and the Village shall share the cost of the relocation assistance for businesses and/or individuals affected by the construction of the Project as may be required by the Uniform Relocation Act. The Village agrees to contribute funds equal to 50 percent of said costs, which shall not exceed the sum of $7,500. The Developer shall be responsible for the balance of said costs.

S. Prior to receiving a building permit, the Developer shall provide a performance guarantee or letter of credit in an amount equal to the total cost of the construction of all environmental loan, streetscape construction and/or improvements including underground utilities and parking lot improvements for the Project (estimated at approximately $540,000). The Planned Unit Development approval shall be personal to the Developer and shall not be transferred by the Developer to a third party without prior written consent of the Village Council;

T. Prior to receiving a building permit, the Developer shall provide a performance guarantee or letter of credit in an amount equal to the total cost of the construction of all construction and/or improvements including underground utilities and parking lot improvements for the Project (estimated at approximately $540,000). The Developer shall also provide a performance guarantee or letter of credit in the amount of $40,000 for the landscaping improvements for the Project. In addition, the Developer shall also provide the Village with all documents evidencing the financing for the Project;
U. The Developer shall submit a time line pursuant to which construction of the Project is to be completed.

V. The Developer shall maintain the Premises in as orderly a manner as possible during periods of construction and shall maintain the relocated storm drainage systems thereafter. In the event that all or a portion of the Project is not constructed, the Developer shall landscape the undeveloped portion. Said landscaping shall consist of at least planting, watering or appropriately maintaining a grass cover so as to contain dust. In the event the Developer fails to properly maintain the construction site or fails to landscape and maintain said landscaping, the Village is hereby authorized to maintain the construction site and to plant landscaping and to appropriately maintain said landscaping. The cost of any work performed by the Village shall be paid by the Developer; if the Developer fails to reimburse the Village the costs incurred for either maintaining the construction site or for planting or maintaining said landscaping the Village may access the performance guarantee or letter of credit required above, or said costs may be added to the tax rolls as a lien against the Premises and collected in the same manner as real property taxes, at the discretion of the Village;

W. The right is reserved by the Village to impose additional conditions if reasonably necessary to achieve the purposes of this Agreement and the Zoning Ordinance.

X. The Developer agrees to defend, indemnify and hold harmless the Village and its officers, Council, and Planning Commission members, employees, and agents, as well as the Village’s engineer from and against any and all claims, damages, demands, expenses, liabilities, and losses of any character or nature whatsoever arising out of or resulting from the
construction, operation, maintenance, repair, reconstruction, inspection, and replacement of the Project. The indemnification obligation provided in the preceding sentence shall include the payment of all reasonable attorneys’ fees and other expenses of defense.

Y. Any violation of these conditions shall constitute a violation of the Zoning Ordinance and, in addition to the remedies provided therein, shall be cause for the Village Council to suspend or revoke any zoning or building permit applicable to the Project or to deny occupancy permits. These conditions shall be binding on the Developer and all successor owners or parties in interest in the Project.

Z. The Developer agrees to execute a memorandum of the Planned Unit Development Contract to be executed between the developer and the Village of Spring Lake at the time of the contract agreement, acknowledging that the conditions imposed by the contract run with the land. Said memorandum will be in a form which may be recorded with the Ottawa County Register of Deeds. The Developer shall fully cooperate with the Village to execute and record said memorandum.

Section 2. **Injunction.** The Developer recognizes and agrees that any material violation of the terms and provisions of this Contract would immediately and irreparably damage the Village in a way not capable of being fully compensated by monetary damages and, accordingly, the Village shall then be entitled to injunctive relief to prevent and prohibit any such violation.

Section 3. **Land Use and Contractual Obligations.** The Developer and the Village acknowledge that the terms of this Contract involve not only land use obligations but
create other obligations, specifically including financial obligations. The Developer and the Village agree to be bound by all the terms of this Contract and acknowledge that both parties may seek appropriate relief to enforce any of the provisions of this document.

Section 3. **Binding Effect.** This Contract shall be binding on the Developer and all successor owners or parties in interest in the Project. Each successor owner or party in interest in the Project shall, as a condition precedent to the zoning approval for the Project remain effective, ratify and affirm his, her, or its obligation to comply with the terms and provisions of this Contract.

Section 4. **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 served 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 or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that
this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. 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. All exhibits attached hereto are incorporated herein by reference as though fully stated herein. Except as is provided in favor of the Village in Section 3, this Contract may not be amended other than by a written document signed by both parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Final Development Plan as of the date first above written.
Signed in the presence of:

 Witness:  

 VILLAGE OF SPRING LAKE
 By: [Signature]  
 William Filber  
 It's President
 By: [Signature]  
 Maribeth Lawrence  
 It's Clerk
 Dated: [Signature]  
 August 24, 2006

STATE OF MICHIGAN  
 )
 ) ss
 COUNTY OF OTTAWA  
 )

The foregoing instrument was acknowledged before me on [Signature]  
August 24, 2006, by William Filber, President, and Maribeth Lawrence, Clerk, of the Village of Spring Lake, on behalf of the Village.

Notary Public  
Ottawa County, Michigan  
Acting in the County of Ottawa  
My Commission expires: 8-27-06
Signed in the Presence of:  
Witness  

onemarket properties Lake Pointe LLC  
By:  
Its:  
Dated: 9/6, 2006

STATE OF MICHIGAN  
COUNTY OF OTTAWA  

The foregoing instrument was acknowledged before me on September 6, 2006, by SuzannE Rudnitzki, Manager, and Volker Rudnitzki, Manager, on behalf of onemarket properties.  

Notary Public  
Ottawa County, Michigan  
Acting in the County of Ottawa  
My Commission expires: 8/22/2010

Prepared by:  
Robert E. Sullivan (P42798)  
SCHOLTEN FANT  
A Professional Corporation  
100 North Third Street, P.O. Box 454  
Grand Haven, Michigan 49417  
Telephone: (616) 842-3030

H:\onemarketproperties\firstamendmenttopudcontract082106.doc
Approximate
Limits of Village
Lakeside Trail
This phase

Attachment C

This Second Amendment to Planned Unit Development Contract Dated August 15, 2005, as amended August 21, 2006 is made effective as of __________, 2022 ("Effective Date"), by and among the Village of Spring Lake, a Michigan municipal corporation, whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 (the "Village") and Lake Pointe Condominiums & Townhomes Association, a Michigan non-profit corporation, whose address is 626 N. Mill Iron Road, Muskegon, MI ("Lake Pointe"); with reference to the following facts:

Background

A. The Village and Lake Pointe’s predecessor in interest, Onemarket Properties Lake Pointe, LLC, entered into a certain agreement dated August 15, 2005 which set conditions for a planned unit development to be built on the premises known as 917 W. Savidge St., Spring Lake, MI 49456. That agreement was first amended by a First Amendment To Planned Unit Development Contract dated August 21, 2006 (the “Contract”).

B. Pursuant to the Contract Section 1(N), the Village granted Lake Pointe’s predecessor in interest a license to use the Village property located at 921 W. Savidge, Spring Lake, MI 49456 for conditional parking, and, in exchange, Lake Pointe’s predecessor in interest agreed to adopt condominium bylaws guaranteeing payment of an annual maintenance fee to the Village for such parking.

C. The parties now wish to amend the Contract to terminate Lake Pointe’s license and maintenance fee obligations under Section 1(N) as set forth in this Amendment.

Therefore, for good and valuable consideration, the receipt of which is mutually acknowledged, the parties agree as follows as of the Effective Date:

1. Receipt of Payments. Lake Pointe agrees to deliver to the Village a payment of $7,038.50 for its 2020 and 2021 maintenance obligations under the Contract plus $1,000.00, for a total of $8,038.50, within seven days of the Effective Date. Lake Pointe further agrees to deliver a payment in the amount of the Village’s reasonable attorneys’ fees incurred in this matter, estimated to total $2,500.00 and to be determined upon the approval of this Agreement by the Village Planning Commission and Village Council, within 7 days’ receipt of the Village’s invoice for legal services.

2. Recission of Section 1(N). The Contract is amended to remove Section 1(N) in its entirety. Lake Pointe may amend its condominium documents to remove any reference to the annual maintenance fee required by Section 1(N).

3. Ratification; No Other Modification; Inconsistencies. Except as specifically modified by this Amendment, the Contract and all other documents or agreements relating to the Final Development Plan referenced in the Contract shall continue unmodified and in full force and effect. In the event a term, covenant, or condition of this Amendment is inconsistent with the Contract or other documents or agreements relating to the Final Development Plan referenced in the Contract, this Amendment shall control.

4. Miscellaneous. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Amendment shall become binding upon the parties and their respective successors and permitted assigns when one or more counterparts, individually or taken together, shall bear the signatures of all parties.
Electronic copies and signatures sent in PDF format shall be treated as originals. All notices and other documents to be served or transmitted under this Amendment or the Contract to Lake Pointe shall copy Lake Pointe’s counsel, Parmeuter Law, Attn: Sawyer T. Rozgowski, 601 Terrace St., Muskegon, MI 49440.

This Amendment is executed by the parties listed below to be effective as of the Effective Date.

THE VILLAGE OF SPRING LAKE

By: Mark Powers  
Its: President  
Date: _______________________

LAKE POINTE CONDINUMS & TOWNHOMES ASSOCIATION

By: Raymond Purdy  
Its: President  
Date: _______________________

By: Marv Henga  
Its: Clerk  
Date: _______________________

DRAFT
WARRANTY DEED

The GRANTOR, ONEMARKET PROPERTIES LAKE POINTE, LLC, a Michigan limited liability company with a mailing address of 101 Washington, Suite 116, Grand Haven, Michigan 49417, CONVEYS and WARRANTS to the GRANTEE, LAKE POINTE CONDOMINIUMS & TOWNHOMES ASSOCIATION, a Michigan non-profit corporation, whose address is 917 W. Savidge Street, Unit 34, Spring Lake, Michigan 49456, the following described property located in the Village of Spring Lake, County of Ottawa, State of Michigan, legally described as:

Unit 35 (Storage Units 35A-35H, inclusive; 35J-35N, inclusive; 35P-35Z, inclusive; 35AA-35HH, inclusive; 35JJ-35NN, inclusive; and 35PP-35TT, inclusive), Lake Pointe Condominiums & Townhomes, a Condominium according to the Master Deed recorded in Liber 5001, Pages 11 through 53, inclusive, as amended, in the Office of the Ottawa County Register of Deeds, and designated as Ottawa County Condominium Subdivision Plan No. 456, together with rights in general common elements and limited common elements, as set forth in said Master Deed, and any amendments thereto, and as described in Act 59 of the Public Acts of 1978 as amended;

PPN: 70-03-16-482-035, more commonly known as all storage units located at 917 W. Savidge Street, Spring Lake, Michigan 49456;

for the full consideration as detailed in that certain properly filed Real Estate Transfer Valuation Affidavit, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining to the land and subject only to the following:

1. Easement granted to Consumers Energy Company recorded in Liber 249, Page 577, Ottawa County Records.

2. Easement granted to Consumers Energy Company recorded in Liber 467, Page 290, Ottawa County Records.

3. Terms, conditions and provisions which are recited in easement recorded in Liber 508, Page 246, Ottawa County Records.

4. Terms, conditions and provisions which are recited in easement recorded in Liber 808, Page 600, Ottawa County Records.

5. Terms, conditions and provisions which are recited in Warranty Deed recorded in Liber 1151, Page 747, Ottawa County Records.

6. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 1151, Page 757, Ottawa County Records.

7. Terms, conditions and provisions of a certain easement agreement recorded in Liber 2222, Page 241, Ottawa County Records.

8. Rights of the co-owners of Lake Pointe Condominiums & Townhomes in common elements as set forth in the above described Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended, and all the terms and conditions, regulations, restrictions, easements and other matters set forth in the above described Master Deed.
9. Terms, conditions and provisions which are recited in Notice Regarding Planned Unit Development recorded in Liber 5041, Page 298 and amended by Liber 5061, Page 26, Ottawa County Records.

10. Terms, conditions and provisions which are recited in Declaration of Taking recorded in Liber 5662, Page 836, Ottawa County Records.

11. Terms, conditions and provisions which are recited in Order recorded in Liber 5690, Page 289, Ottawa County Records.

12. Terms, conditions and provisions which are recited in Bicycle Path and Walkway Easement recorded in Liber 5669, Page 244, which was amended by Liber 5707, Page 463, Ottawa County Records.

Dated this 3rd day of October, 2011

Onemarket Properties Lake Pointe, LLC
a Michigan limited liability company

By: [Signature]

Suzanne Rudnitzki
Manager

STATE OF MICHIGAN       }  ss.
COUNTY OF OTTAWA         }  ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this 3rd day of October, 2011, by Suzanne Rudnitzki, as Manager for Onemarket Properties Lake Pointe, LLC, a Michigan limited liability company.

[Signature]
Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My commission expires: 2.0.15

Prepared by and return to after recording:
Eric R. Post
Scholten Fant
P.O. Box 454
Grand Haven, MI 49417
616-842-3030
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: April 4, 2022
RE: Lake Pointe Condos PUD

**Background:** Lake Pointe Condos have not paid outstanding invoices for 2020 and 2021 for the lease of parking 917 W. Savidge. The parking arrangement was part of their Planned Unit Development (PUD) when the building was constructed. In order for the arrangement to change, the Planning Commission (PC) will have to consider an amendment to the PUD.

Lake Pointe proposes the following resolution:

> Lake Pointe will agree to terminate its license for the use of the parking lot under the contract, and in exchange, the Village agrees to waive Lake Points’ annual maintenance fee obligations under Section M. In other words, Lake Pointe proposes to completely remove Section M. In further consideration, Lake Pointe will agree to deliver the previously withheld $7,038.50 to the Village to resolve this matter.

It is recommended that Lake Point also cover the cost of all attorney fees incurred, to date, to attempt to collect the outstanding balances and resolve the issue. It is also recommended that Lake Pointe cover all costs (public notices, legal fees, etc.) to amend the PUD. To expect the Village taxpayers to cover those costs is unreasonable.

Should the PC recommend an amendment to the PUD, Council will need to ratify. Should that happen, Council would have the ability to enter into a lease agreement with other property owners for the lease of the parking area.

**Issues & Questions Specified:** Should the Planning Commission allow Lake Pointe Condos to amend their PUD agreement?

**Alternatives:** Do not amend the PUD and hold Lake Point Condos to the original agreement.

**Financial Impact:** Dependent on any changes to the PUD.

**Recommendation:** Council discretion. However, if Council wishes to give the PC some direction (via the Council Liaison – Scott VanStrate) it would likely be appreciated by the PC.
Attachments:
Letter from Parmenter Law
Lake Point Condos Bylaws
EXHIBIT A

CONDOMINIUM BYLAWS

of

LAKE POINTE CONDOMINIUMS & TOWNHOMES
4.3 Books of Account. The Association shall keep books and records containing a
detailed account of the expenditures and receipts of administration, which will specify the
maintenance and repair expenses of the Common Elements and any other expenses incurred
by or on behalf of the Association and its members. The accounts shall be open for inspection
by the Owners and their mortgagees during reasonable hours. The Association shall also
prepare and distribute a financial statement to each Owner at least once a year, the contents of
which will be defined by the Association. The books and records shall be reviewed annually
and audited at such times as required by the Board of Directors by qualified independent
accountants (who need not be certified public accountants), and the cost of the review or audit
shall be an expense of administration.

4.4 Maintenance and Repair. The responsibility for maintenance and repair of
Units, Common Elements, and beneficial interests granted to the Project is as follows:

(a) All maintenance of and repair to a Unit (other than maintenance
and repair of any General Common Elements located within a Unit) and to a
Limited Common Element appurtenant to the Owner's Unit which is the
responsibility of the Owner of a Unit as set forth in the Master Deed, shall be
made by the Owner of the Unit. Any Owner who desires to make structural
modifications to a Unit or Limited Common Element appurtenant to the Owner's
Unit must first obtain the written consent of the Association and shall be
responsible for all damages to the Common Elements resulting from the repairs.

(b) All maintenance of, repair to and replacement for the General
Common Elements, whether located inside or outside the Units, and to Limited
Common Elements to the extent required by the Master Deed, shall be made by
the Association and shall be charged to all the Owners as a common expense
unless necessitated by the negligence, misuse or neglect of a particular Owner,
in which case the expense shall be charged to the Owner individually. The
Association or its agent shall have access to each Unit from time to time during
reasonable hours, upon notice to the occupant, for the purpose of maintenance,
repair or replacement of any of the Common Elements which are the
responsibility of the Association located within or accessible only from a Unit.
The Association or its agents shall also have access to each Unit at all times
without notice for making emergency repairs necessary to prevent damage to
other Units and/or to the Common Elements.

(c) The Owners and occupants of the Project may use certain
property owned by the Village of Spring Lake pursuant to the terms of a Contract
with the Village of Spring Lake, dated August 15, 2005 ("PUD Contract"). The
Association shall be responsible to perform and pay for all of the responsibilities
and obligations of the Developer under the PUD Contract.

(d) Notwithstanding anything to the contrary in these Bylaws or the
Master Deed, the Storage Unit shall not be assessed or charged for any costs or
expenses related to the Easement Agreement, the Recreation Amenities, the
Recreation Easement, the Ingress Easement and/or the View Easement (all as
defined in the Master Deed).

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for
major repairs and replacement of the Common Elements, as provided by Section 105 of the Act.
The fund shall be established in the minimum amount required on or before the Transitional
March 21, 2022

Village of Spring Lake
Attn: Christine Burns, Village Manager
102 W. Savidge St.
Spring Lake, MI 49456
Christine@SpringLakeVillage.org

Re: Lake Pointe Condominium Association; Parking lot at 921 W. Savidge St.

Dear Manager Burns:

This firm represents Lake Pointe Condominium Association ("Lake Pointe"). I am in receipt of correspondence from the Village Attorney dated November 21, 2021 concerning Lake Pointe’s use of a parking lot at 921 W. Savidge St. (the “Parking Lot”) and am familiar with Lake Pointe’s obligations under a certain development Contract dated August 15, 2005. I have also discussed the same with the Village Attorney. The history of the Parking Lot issue, as Lake Pointe understands it, is as follows:

In 2005, Lake Pointe’s predecessor in interest entered into a development agreement with the Village, and in consideration, the Village Council approved the proposed planned unit development. The proposed development in 2005 included thirty-four (34) residential units and a restaurant with about 5,000 square feet of interior seating and a deck for summer seating. Apparently, the planned unit development could not support the number of parking spaces required for thirty-four residential units and a 5,000 square foot restaurant. Thus, Section M of the Contract was included to grant the developer a license to the Parking Lot to fulfill their parking requirements under the zoning ordinance, and in exchange, the developer agreed to pay an annual fee to the Village for maintenance of the Parking Lot. Section M also included very specific restrictions as to how the developer could use the Parking Lot.

As you know, the restaurant was never built despite the fact it was required under the Contract. In the meantime, Lake Pointe made use of the Parking Lot without strictly complying with the Contract restrictions without issue from the Village and paid the Village’s maintenance fee for many years. The Village recently changed its position as to the enforcement (or non-enforcement) of the Section M Parking Lot requirements and began strictly enforcing Section M against Lake Pointe. The Village has also taken the position that certain parking ordinances supersede the license granted to the Parking Lot under the Contract despite Section M expressly stating the opposite. As a result, Lake Pointe withheld its 2020 and 2021 maintenance fees. I understand the amount claimed by the Village is $7,038.50 with another annual fee coming due in April or May 2022.
Lake Pointe currently meets its parking requirements under the Village’s zoning ordinance without the use of the Parking Lot. Lake Pointe has thirty-six (36) residential units and 1,147.36 square feet of office space. According to the Village’s Zoning Administrator, 1.5 spaces are required for each residential unit (54) plus one space for each 300 square feet of office space (4) for a total of fifty-eight (58) required parking spaces. Lake Pointe currently has 70 parking spaces on its premises exclusive of the Parking Lot.

Given the Village’s new position on enforcing the Section M Parking Lot, Lake Pointe receives little to no benefit from the Parking Lot. The Parking Lot is open to the public except for overnight parking. Lake Pointe’s license allows its members and guests to park in the Parking Lot overnight but it is subject to a 48-hour limit. Apparently, not even Lake Pointe can use the Parking Lot overnight in the winter. Meanwhile, Lake Pointe is under an indefinite obligation to pay the Village about $4,000.00 annually for maintenance for the Parking Lot.

Lake Pointe proposes the following resolution: Lake Pointe will agree to terminate its license for the use of the Parking Lot under the Contract, and in exchange, the Village agrees to waive Lake Pointe’s annual maintenance fee obligations under Section M. In other words, Lake Pointe proposes amending the Contract to completely remove Section M. In further consideration, Lake Pointe will agree to deliver the previously withheld $7,038.50 to the Village to amicably resolve this matter.

Section M was included in the Contract for the sole purpose of allowing the developer to meet the zoning parking requirements under the premise that a 5,000 square foot restaurant was to be part of the development. The Village waived the requirement to develop a restaurant by failing to enforce that portion of the Contract. The Section M Parking Lot provision survived. Currently, Lake Pointe is under an indefinite obligation to pay ever-increasing maintenance fees for the Parking Lot which it does not use, will not use, and does not need. Terminating Lake Pointe’s Parking Lot license would also result in the Village owning the Parking Lot outright with the ability to improve the Parking Lot or change its use entirely—if the license is not terminated, 921 W. Savidge St. will forever be a parking lot subject to Lake Pointe’s license.

Lake Pointe is determined to resolve this issue prior to the 2022 maintenance fee becoming due which will only serve to exacerbate this issue. Lake Pointe will rely on the Village and Village Attorney to determine what level of review and approval is required to accomplish the above resolution. I believe the proposed resolution addresses both parties’ issues and results in the added benefit to Village residents of the Village being able to improve or change entirely the use of the Parking Lot.

Thank you for your time and consideration in this matter. I look forward to discussing it further with the Village and its staff and working towards a resolution.
Sincerely,

[Signature]

Sawyer T. Rozgowski
Attorney

Direct P: (231) 722-5412
Direct F: (231) 722-5512
Email: Sawyer@Parmenterlaw.com

C: Lake Pointe Condominium Association Board of Directors
   Robert E. Sullivan, Village Attorney
<table>
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<tr>
<th>Date</th>
<th>Hours</th>
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**Totals**: 9.00  1,035.00
## Lake Pointe Condos
### Payments Due to Village

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<td>Village Invoice 1737 - May 2021</td>
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<td>Legal Expenses through 4/30/2022</td>
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<td>Escrow received</td>
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**Amount Currently Due** 7,706.00
Residents of Spring Lake Village and other interested parties, take notice that the Spring Lake Village Council will hold a public hearing on Monday, June 13th, 2022, at 7:00 pm. The meeting will be held at Barber School, 102 West Exchange Street, Spring Lake, Michigan 49456, Phone: (616) 842-1393. The hearing pertains to the following item:

**917 W Savidge St – Lake Pointe Condominiums:** The Village Council will consider an amendment to the Planned Unit Development agreement for Lake Pointe Condominiums as it relates to a parking agreement with the Village of Spring Lake. This property is located at 917 West Savidge Street, Parcel No.70-03-16-482-035.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meeting Act), MCLA 41.72a (2) (3) and the Americans with Disabilities Act (ADA).

All interested persons will be given the opportunity to be heard. Written comments regarding this application may be directed to:

Cassandra Hoisington, Village Planner  
Village of Spring Lake  
102 W Savidge Street  
Spring Lake, MI 49456  
choisington@ght.org.

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

A copy of this notice is on file in the office of the Clerk.

Cassandra Hoisington  
Village Planner  

Publish Legal Ad: May 28, 2022
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Marvin Hinga, Village Clerk/Treasurer

DATE: June 8, 2022

RE: Final Budget Adjustments for Current Fiscal Year

Background: The final chance to amend the current year budget (FY 2021-22) is at the June 2022 Council meeting. Adjustments are made to the budget throughout the year as Council approves new spending or as the spending priorities of Council and the DDA change.

Issues & Questions Specified: If the Village goes over budget in a department or fund, the Village’s audit will include auditor notes for those funds/departments which were over their amended budgets.

Alternatives: Do not approve the adjustments and risk negative audit comments for departments or funds which overspend their budgets.

Financial Impact: None. The expenses will have been incurred and the Village is obligated to pay its bills.

Recommendation: Approve the proposed budget adjustments for June 2022.

Attachments: June 2022 Budget Adjustments
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<th>Adjustment</th>
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### Village of Spring Lake
#### June 2022 Budget Amendments

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<td>Professional Services</td>
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<td>4,000</td>
<td>(6,000)</td>
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Adjust General Fund Transfer and Pathways Fund Budget.

| #8     | 101-000.000-502.000 | General Revenue | State Tree Grant | 0 | 8,500 | 8,500 |
|        | 101-000.000-576.000 | General Revenue | State Revenue Sharing | 204,488 | 252,188 | 47,700 |
|        | 101-000.000-694.100 | General Revenue | Tree Grants | 10,000 | 29,000 | 19,000 |
|        | 101-553.000-705.000 | General Central Park | Retirement Expense | 1,700 | 1,850 | 150 |
|        | 101-553.000-801.001 | General Central Park | Contract Services - SL Township | 10,000 | 35,000 | 25,000 |
|        | 101-553.000-931.000 | General Central Park | Building Repairs/Maintenance | 1,000 | 7,500 | 6,500 |
|        | 101-553.000-970.000 | General Central Park | Capital Outlay | 10,000 | 3,500 | (6,500) |
|        | 101-553.000-974.000 | General Central Park | Ice Rink | 1,000 | 1,725 | 725 |

Adjust General Fund Transfer and Pathways Fund Budget.

| #9     | 203-000.000-677.000 | Local Streets Revenue | Reimbursements | 0 | 2,000 | 2,000 |
|        | 203-000.000-575.250 | Local Streets Revenue | State Snow Removal Payment | 0 | 1,725 | 1,725 |
|        | 203-000.000-695.000 | Local Streets Revenue | Appropriation from Fund Balance | 6,000 | 30,000 | 24,000 |
|        | 203-463.000-702.000 | Local Streets Routine Maint. | Full Time Wages | 1,000 | 5,000 | 4,000 |
|        | 203-463.000-709.000 | Local Streets Routine Maint. | Medical Insurance | 700 | 940 | 240 |
|        | 203-463.000-740.000 | Local Streets Routine Maint. | Operating Supplies | 2,000 | 7,500 | 5,500 |
|        | 203-463.000-775.000 | Local Streets Routine Maint. | Repair and Maint. Supplies | 1,800 | 300 | (1,500) |
|        | 203-463.000-801.000 | Local Streets Routine Maint. | Professional Services | 10,000 | 6,000 | (4,000) |
|        | 203-463.000-801.001 | Local Streets Routine Maint. | Contract Services - SL Township | 10,000 | 25,000 | 15,000 |
|        | 203-463.000-887.208 | Local Streets Routine Maint. | Non-Motorized Pathway Expense | 2,500 | 1,000 | (1,500) |
|        | 203-463.000-940.000 | Local Streets Routine Maint. | Equipment Usage | 8,990 | 15,000 | 6,010 |
|        | 203-478.000-702.000 | Local Streets Winter Maint. | Full Time Wages | 2,000 | 2,300 | 300 |
|        | 203-478.000-709.000 | Local Streets Winter Maint. | Medical Insurance | 500 | 940 | 440 |
|        | 203-478.000-740.000 | Local Streets Winter Maint. | Operating Supplies | 3,500 | 4,350 | 850 |
|        | 203-478.000-801.000 | Local Streets Winter Maint. | Professional Services | 5,000 | 1,870 | (3,130) |
|        | 203-478.000-801.001 | Local Streets Winter Maint. | Contract Services - SL Township | 5,000 | 9,500 | 4,500 |
|        | 203-478.000-940.000 | Local Streets Winter Maint. | Equipment Usage | 10,000 | 8,250 | (1,750) |
|        | 203-482.000-702.000 | Local Streets Administration | Full Time Wages | 2,400 | 3,000 | 600 |
|        | 203-482.000-705.000 | Local Streets Administration | Retirement Expense | 150 | 250 | 100 |
|        | 203-482.000-709.000 | Local Streets Administration | Medical Insurance | 150 | 215 | 65 |
|        | 203-482.000-801.000 | Local Streets Administration | Professional Services | 2,000 | 4,000 | 2,000 |

Adjust Local Streets Fund Budget.
## June 2022 Budget Amendments

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Adjust Major Streets Fund Budget.

| #11 | 101-000.000-417.000 | General Revenue | Personal Prop. State Reimbursement | 7,000 | 20,000 | 13,000 |
|     | 101-000.000-670.100 | General Revenue | Barber School Rent | 2,475 | 5,000 | 2,525 |
|     | 101-265.000-709.000 | General Village Hall | Medical Insurance | 365 | 375 | 10 |
|     | 101-265.000-801.000 | General Village Hall | Professional Services | 7,000 | 12,500 | 5,500 |
|     | 101-265.000-801.001 | General Village Hall | Contract Services - SL Township | 2,000 | 3,865 | 1,865 |
|     | 101-265.000-923.000 | General Village Hall | Natural Gas Expense | 4,500 | 5,100 | 600 |
|     | 101-270.000-702.000 | General Barber School | Full Time Wages | 1,450 | 1,650 | 200 |
|     | 101-270.000-703.000 | General Barber School | Part Time Wages | 0 | 100 | 100 |
|     | 101-270.000-703.600 | General Barber School | Cleaning Service | 1,500 | 2,250 | 750 |
|     | 101-270.000-801.001 | General Barber School | Contract Services - SL Township | 5,000 | 10,000 | 5,000 |
|     | 101-270.000-922.000 | General Barber School | Water/Sewer Service | 2,500 | 3,000 | 500 |
|     | 101-270.000-940.000 | General Barber School | Equipment Usage | 1,000 | 2,000 | 1,000 |

Adjust Budgets for Village Hall and Barber School.

32,910

| 12# | 101-210.000-804.000 | General Legal Services | Legal Fees | 21,500 | 24,500 | 3,000 |
|     | 101-215.000-702.000 | General Clerk/Treasurer | Full Time Wages | 37,000 | 40,000 | 3,000 |
|     | 101-215.000-801.000 | General Clerk/Treasurer | Professional Services | 107,000 | 101,000 | (6,000) |

Adjust Budgets for Legal Services and Clerk/Treasurer.

0
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Marv Hinga, Clerk/Treasurer

DATE: June 7, 2022

RE: Water/Sewer Rates

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**Background:** In 2020 Council adopted water and sewer rates to cover the higher sewer flows to the wastewater plant and USDA borrowing costs. FY 2022-23 costs from the Northwest Ottawa Water System and the Sewer Authority are expected to remain flat for water and increase slightly for sewer. The rates currently in place cover the expected charges from NOWS and the Sewer Authority.

The only proposed change is to classify short-term rentals as a commercial use, thereby eliminating the summer sewer credits for those units.

**Issues & Questions Specified:** Are water and sewer rate changes needed as part of the FY 2022-23 budget adoption?

**Alternatives:** Consider changes to the rate structure.

**Financial Impact:** Current water/sewer rates are sufficient to cover water and sewer costs for FY 2022-23. The impact of the inspection increase will depend on the number of requests received.

**Recommendation:** Make no changes to water and sewer rates. Consider short-term rentals as a commercial use and eliminate the summer sewer credits for those units.

**Attachments:**

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Non Village Customer Water Rates

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Water commodity per 1,000 gallons

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<td>Water commodity</td>
<td>$2.45</td>
</tr>
<tr>
<td>Sewer commodity</td>
<td>$4.23</td>
</tr>
</tbody>
</table>

Bulk Water/Hydrant Use/Meter RPZ Rental

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Water/Hydrant Use/Meter RPZ</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

| Meter/Touchpad/Hardware            | $190.00|

| Water Line Inspection             | $55.00 |
| Sewer Line Inspection             | $63.00 |

*Summer sewer credits do not apply to commercial accounts, which includes short-term rental units.*
<table>
<thead>
<tr>
<th>METER SIZE</th>
<th>1.5&quot;</th>
<th>2&quot;</th>
<th>3&quot;</th>
<th>4&quot;</th>
<th>6&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$99.54</td>
<td>$176.92</td>
<td>$398.03</td>
<td>$707.90</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$53.92</td>
<td>$95.84</td>
<td>$215.61</td>
<td>$383.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$49.80</td>
<td>$88.52</td>
<td>$199.14</td>
<td>$354.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$52.27</td>
<td>$92.91</td>
<td>$209.02</td>
<td>$371.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$153.13</td>
<td>$272.23</td>
<td>$612.41</td>
<td>$1,088.90</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$126.34</td>
<td>$224.66</td>
<td>$505.45</td>
<td>$898.55</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$16.05</td>
<td>$28.54</td>
<td>$64.20</td>
<td>$114.13</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$34.11</td>
<td>$60.65</td>
<td>$136.45</td>
<td>$242.57</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$116.19</td>
<td>$206.60</td>
<td>$464.80</td>
<td>$826.29</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$86.87</td>
<td>$154.46</td>
<td>$347.46</td>
<td>$617.69</td>
<td></td>
</tr>
</tbody>
</table>

**Village Rates**

<table>
<thead>
<tr>
<th></th>
<th>$7,661.00</th>
<th>$13,619.00</th>
<th>$30,643.00</th>
<th>$54,477.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,938.00</td>
<td>$5,222.00</td>
<td>$11,750.00</td>
<td>$20,890.00</td>
</tr>
</tbody>
</table>

 Greater than 1" = Time & Material Basis

for cost from main to the structure

<table>
<thead>
<tr>
<th></th>
<th>$30.00</th>
<th>$60.00</th>
<th>$100.00</th>
</tr>
</thead>
</table>

**OTHER CHARGES**

<table>
<thead>
<tr>
<th></th>
<th>$55</th>
<th>Current Water Commodity Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual Cost +10%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Chris Burns, Village Manager

DATE: June 7, 2022

RE: 2022/2023 Proposed Fee Schedule

Background: The Village is required to review its fee schedule annually in conjunction with the budget adoption process. Any proposed changes are highlighted in green on the master schedule. Any deletions show as a strikethrough.

Issues & Questions Specified: Should Village Council adopt the 2022/2023 Fee Schedule as proposed?

Alternatives: Recommend alternatives to staff recommendations.

Financial Impact: Varies based on the proposed changes.

Recommendation: Council discretion.

Attachments:

Proposed Fee Schedule
Recommendations from Planner Cassie Hoisington
### 2022/2023 Village of Spring Lake Fee Schedule

**Village Hall accepts cash or checks - We do not accept credit cards**

#### BARBER SCHOOL GATHERING ROOM & OUTDOOR SPACE

<table>
<thead>
<tr>
<th>Rental Type</th>
<th>Village Resident or Taxpayer</th>
<th>Non-Village Resident - Mon - Thurs</th>
<th>Non-Village Resident - Weekend/Holiday</th>
<th>Gazebo Only ~ Resident</th>
<th>Gazebo Only ~ Non-Resident</th>
<th>Non-profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village Resident or Taxpayer - Mon - Thurs (Includes Village/Twp Employees)</td>
<td>$310.00 Daily (includes $85 cleaning fee)</td>
<td>$410.00 Daily (includes $85 cleaning fee)</td>
<td>$410.00 Daily (includes $85 cleaning fee)</td>
<td>$45.00 ~ 2 hours $150.00 Full Day</td>
<td>$65.00 ~ 2 hours $275.00 Full Day</td>
<td>$100.00 ~ Full Day ~ (5+ hours)</td>
</tr>
<tr>
<td>Village Resident or Taxpayer - Weekend/Holiday</td>
<td>$410.00 Daily (includes $85 cleaning fee)</td>
<td>$410.00 Daily (includes $85 cleaning fee)</td>
<td>$510.00 Daily (includes $85 cleaning fee)</td>
<td>$45.00 ~ 2 hours $150.00 Full Day</td>
<td>$65.00 ~ 2 hours $275.00 Full Day</td>
<td>$100.00 ~ Full Day ~ (5+ hours)</td>
</tr>
<tr>
<td>Non-Village Resident - Mon - Thurs.</td>
<td>$410.00 Daily (includes $85 cleaning fee)</td>
<td>$410.00 Daily (includes $85 cleaning fee)</td>
<td>$410.00 Daily (includes $85 cleaning fee)</td>
<td>$45.00 ~ 2 hours $150.00 Full Day</td>
<td>$65.00 ~ 2 hours $275.00 Full Day</td>
<td>$100.00 ~ Full Day ~ (5+ hours)</td>
</tr>
<tr>
<td>Non-Village Resident - Weekend/Holiday</td>
<td>$510.00 Daily (includes $85 cleaning fee)</td>
<td>$510.00 Daily (includes $85 cleaning fee)</td>
<td>$510.00 Daily (includes $85 cleaning fee)</td>
<td>$45.00 ~ 2 hours $150.00 Full Day</td>
<td>$65.00 ~ 2 hours $275.00 Full Day</td>
<td>$100.00 ~ Full Day ~ (5+ hours)</td>
</tr>
</tbody>
</table>

A $175 refundable security deposit (in the form of a separate check) is required from all renters.

#### TANGLEFOOT PARK

**Dock Rental**

- Transient 7:30 a.m. - 10:00 p.m. (no overnight mooring) $10.00 per day
- Failure to Pay $100.00 each occurrence
- Resident Seasonal* $1,500-$1,750 per occurrence
- Non-Resident Seasonal* $1,750-$2,000 per occurrence

50% of the rental rate is required with the reservation as a deposit. A refund, less a 10% admin fee, will only be issued if is able to secure a new tenant. Deposits are non-refundable.

**Kayak Rental**

- Self-serve Lockers $5 to unlock + $20/hour

#### Pavilion Rental

**Peak Season May 1st thru September 30th**

<table>
<thead>
<tr>
<th>Rental Type</th>
<th>Village Resident or Taxpayer - Mon - Wed (6 hour max)</th>
<th>Village Resident or Taxpayer - Mon - Wed (full day)</th>
<th>Village Resident or Taxpayer - Thursday after 3:00 p.m.</th>
<th>Village Resident or Taxpayer - Fri/Sat/Sun/Holiday (6 hour max)</th>
<th>Village Resident or Taxpayer - Fri/Sat/Sun/Holiday (full day)</th>
<th>Non-resident - Mon - Wed (6 hour max)</th>
<th>Non-resident - Mon - Wed (full day)</th>
<th>Non-resident - Thu after 3:00 p.m.</th>
<th>Non-resident - Fri/Sat/Sun/Holiday (6 hour max)</th>
<th>Non-resident Fri/Sat/Sun/Holiday (full day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village Resident or Taxpayer - Mon - Wed (6 hour max)</td>
<td>$250.00</td>
<td>$500.00</td>
<td>$200.00</td>
<td>$750.00</td>
<td>$1,000.00</td>
<td>$300.00</td>
<td>$550.00</td>
<td>$250.00</td>
<td>$800.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Village Resident or Taxpayer - Mon - Wed (full day)</td>
<td>$250.00</td>
<td>$500.00</td>
<td>$200.00</td>
<td>$750.00</td>
<td>$1,000.00</td>
<td>$300.00</td>
<td>$550.00</td>
<td>$250.00</td>
<td>$800.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Village Resident or Taxpayer - Thursday after 3:00 p.m.</td>
<td>$200.00</td>
<td>$500.00</td>
<td>$200.00</td>
<td>$750.00</td>
<td>$1,000.00</td>
<td>$300.00</td>
<td>$550.00</td>
<td>$250.00</td>
<td>$800.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Village Resident or Taxpayer - Fri/Sat/Sun/Holiday (6 hour max)</td>
<td>$750.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$4,500.00</td>
<td>$5,000.00</td>
<td>$1,250.00</td>
<td>$2,500.00</td>
<td>$1,250.00</td>
<td>$2,500.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Village Resident or Taxpayer - Fri/Sat/Sun/Holiday (full day)</td>
<td>$1,000.00</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$5,000.00</td>
<td>$6,000.00</td>
<td>$2,500.00</td>
<td>$5,000.00</td>
<td>$2,500.00</td>
<td>$5,000.00</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

A $300 refundable security deposit (in the form of a separate check) is required from all renters.

**Non-Peak Season October 1st thru April 30th**

<table>
<thead>
<tr>
<th>Rental Type</th>
<th>Village Resident or Taxpayer - Mon - Thur (6 hour max)</th>
<th>Village Resident or Taxpayer - Mon - Thur (full day)</th>
<th>Village Resident or Taxpayer - Fri/Sat/Sun/Holiday (6 hour max)</th>
<th>Village Resident or Taxpayer - Fri/Sat/Sun/Holiday (full day)</th>
<th>Non-resident - Mon - Wed (6 hour max)</th>
<th>Non-resident - Mon - Wed (full day)</th>
<th>Non-resident - Fri/Sat/Sun/Holiday (6 hour max)</th>
<th>Non-resident Fri/Sat/Sun/Holiday (full day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village Resident or Taxpayer - Mon - Thur (6 hour max)</td>
<td>$200.00</td>
<td>$450.00</td>
<td>$500.00</td>
<td>$750.00</td>
<td>$250.00</td>
<td>$500.00</td>
<td>$750.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Village Resident or Taxpayer - Mon - Thur (full day)</td>
<td>$200.00</td>
<td>$450.00</td>
<td>$500.00</td>
<td>$750.00</td>
<td>$250.00</td>
<td>$500.00</td>
<td>$750.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Village Resident or Taxpayer - Fri/Sat/Sun/Holiday (6 hour max)</td>
<td>$500.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$3,000.00</td>
<td>$750.00</td>
<td>$1,500.00</td>
<td>$2,500.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Village Resident or Taxpayer - Fri/Sat/Sun/Holiday (full day)</td>
<td>$750.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$4,500.00</td>
<td>$1,250.00</td>
<td>$3,000.00</td>
<td>$5,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

A $300 refundable security deposit is required from all renters.

**A $175 refundable security deposit (in the form of a separate check) is required from all renters.**

**Failure to Pay**

- $100.00 each occurrence

**Tax-exempt certificate from the State of Michigan is required to receive the 501©3 non-profit rate.**

---

2022/2023 Village of Spring Lake Fee Schedule

2022/2023 Village of Spring Lake Fee Schedule
## MILL POINT PARK

### Boat Launch

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily</td>
<td>$10</td>
<td></td>
</tr>
<tr>
<td>Village Resident</td>
<td>Free* (1 per household)</td>
<td></td>
</tr>
<tr>
<td>Non-Village Resident</td>
<td>$70</td>
<td></td>
</tr>
<tr>
<td>Non-Village Resident (65+)</td>
<td>$60</td>
<td></td>
</tr>
<tr>
<td>Commercial Business</td>
<td>$100</td>
<td></td>
</tr>
<tr>
<td>No Launch Pass (Ticket)</td>
<td>$100</td>
<td></td>
</tr>
</tbody>
</table>

*Must provide government issued ID + trailer registration showing Village address

### Band Shell

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Village Resident</td>
<td>$45.00</td>
<td>Per Day</td>
</tr>
<tr>
<td>Non-Village Resident</td>
<td>$65.00</td>
<td>Per Day</td>
</tr>
</tbody>
</table>

### Mill Point Concession

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Village Resident</td>
<td>$25.00</td>
<td>Per Day</td>
</tr>
<tr>
<td>Non-Village Resident</td>
<td>$50.00</td>
<td>Per Day</td>
</tr>
</tbody>
</table>

### Dock Rental

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transient 7:30 a.m. - 10:00 p.m. (no overnight mooring)</td>
<td>$10.00</td>
<td>Per Day</td>
</tr>
<tr>
<td>Resident Seasonal*</td>
<td>$1,250-$1,500</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Seasonal*</td>
<td>$1,500-$1,750</td>
<td>*05/15-10/15</td>
</tr>
</tbody>
</table>

50% of the rental rate is required with the reservation as a deposit. A refund, less a 10% admin fee, will only be issued if is able to secure a new tenant. Deposits are non-refundable

### CENTRAL PARK

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavilion Rental – Village Resident</td>
<td>$45.00</td>
<td>Per Day</td>
</tr>
<tr>
<td>Pavilion Rental – Non-Resident</td>
<td>$65.00</td>
<td>Per Day</td>
</tr>
</tbody>
</table>

### RENTAL PROPERTY

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Registration (per unit)</td>
<td>Long-term rentals</td>
<td>$30.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$60.00</td>
</tr>
<tr>
<td>Annual Registration (1st Year)</td>
<td>Short-term rentals</td>
<td>$75.00</td>
</tr>
<tr>
<td>Annual Registration (2nd Year+)</td>
<td>Short-term rentals</td>
<td>$60.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$50.00 additional</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$100.00 additional</td>
</tr>
<tr>
<td>Biennial Inspection (per unit)</td>
<td></td>
<td>$50.00</td>
</tr>
<tr>
<td>Re-inspection (per unit)</td>
<td></td>
<td>$50.00</td>
</tr>
</tbody>
</table>

### DPW PERMITS

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Opening/Pavement Cut</td>
<td></td>
<td>$200.00</td>
</tr>
<tr>
<td>Right-of-Way Permit</td>
<td></td>
<td>$25.00</td>
</tr>
</tbody>
</table>

### WATER / SEWER

As per attached schedule

### BUILDING/PLUMBING/MECHANICAL/ELECTRICAL

As per MTMS Schedule

### PLANNING/ZONING

<table>
<thead>
<tr>
<th></th>
<th>Fee</th>
<th>Escrow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Banner / Pennant Permit*</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td>Application Fee - Site Plan Review</td>
<td>$300.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Special Planning Commission Meeting Fee</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Application Fee - Special Land Use</td>
<td>$450.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Service</td>
<td>Fee 1</td>
<td>Fee 2</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Preliminary Planned Unit Development Review</td>
<td>$700.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Final Planned Unit Development Review</td>
<td>$300.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>PUD Amendment Review</td>
<td>$500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>PUD Architectural Review</td>
<td>$500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Rezoning</td>
<td>$450.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Digital Message Center (SLU)</td>
<td>$450.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Short Term Rental (SLU)**</td>
<td>$450.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Sign Deviation Request to Planning Commission</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>Temporary Portable Sign*</td>
<td>$10.00</td>
<td></td>
</tr>
<tr>
<td>Zoning Permit - New Construction</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>Zoning Permit (*including home occupation permit)</td>
<td>$30.00</td>
<td></td>
</tr>
</tbody>
</table>

The Village requires an escrow to cover anticipated costs for all planning and zoning reviews. An initial deposit of a minimum of $1,500 (depending on the size and scope of the development) is required to cover the escrow account. The escrow fee may be reduced at the discretion of the Village Planner or Village Manager. The Village may use the funds in escrow for expenses related to the following items: mailing/publishing all legal notices required, professional services of the Village Attorney and/or Village Engineer, services of other professionals working for the Village (i.e. planner) related to the application, or other cost incurred as a result of processing the application. **Escrow for a short-term rental application shall be dependent on compliance as determined by the Building Official & Zoning Administrator. A short-term rental application shall be dependent on compliance as determined by the Building Official & Zoning Administrator. When the short-term rental has been determined to be compliant, the remaining escrow shall be refunded to the applicant. Escrow deposit for a short term rental application is a minimum of $1,000 and shall be used for any professional services listed above and for any enforcement actions related to the application. When the short-term rental has been registered as a rental with the Village, approved by the Building Official, and determined to be compliant by the Zoning Administrator, the remaining escrow shall be refunded to the applicant.

### LEASE OF VILLAGE LAND

50% of Fair Market Value

Example: $5/sf. Acquisition cost would equal $.50/sf lease cost; Village would subsidize 50% for a net of $.25/sf to lease.

### PARKING FINES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking (except as noted below)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Marked Tow Away Zone</td>
<td>$50.00</td>
</tr>
<tr>
<td>Improper Parking at Boat Launch</td>
<td>$40.00</td>
</tr>
<tr>
<td>No Boat Launch Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Parking to Interfer with the use of Curb Cut or Ramp by Persons with Disabilities</td>
<td>$40.00</td>
</tr>
<tr>
<td>Parking in Marked Handicapped Zone without Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Parked in Access Aisle for Access Lane Adjacent to Space Designated for Parking for Persons with Disabilities</td>
<td>$50.00</td>
</tr>
<tr>
<td>ROW Parking License</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

### MISCELLANEOUS

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copies</td>
<td>$0.25/B&amp;W - $0.50/Color per page</td>
</tr>
<tr>
<td>Community Recreation Plan*</td>
<td>$100.00</td>
</tr>
<tr>
<td>Design Manual</td>
<td>$30.00</td>
</tr>
<tr>
<td>FOIA Request - per page</td>
<td>$0.10</td>
</tr>
<tr>
<td>Time &amp; material plus lowest full-time clerical hourly rate (including benefits.)</td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>Village Cost</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Historic Landmark Plaque</td>
<td></td>
</tr>
<tr>
<td>Master Land Use*</td>
<td>$75.00</td>
</tr>
<tr>
<td>Non-sufficient Funds Check</td>
<td>$40.00</td>
</tr>
<tr>
<td>Notary Public (per document)</td>
<td>$5.00/ Resident - $10.00/ Non-resident</td>
</tr>
<tr>
<td>Peddler Permit</td>
<td>$75.00</td>
</tr>
<tr>
<td>Waste Hauler License</td>
<td>$250.00</td>
</tr>
<tr>
<td>Zoning Ordinance*</td>
<td>$50.00</td>
</tr>
<tr>
<td>*FREE from Village website</td>
<td></td>
</tr>
</tbody>
</table>

**DDA & EVENTS**

<table>
<thead>
<tr>
<th>Service</th>
<th>Village Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandwich Board Sign</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>Mass Gathering Permit</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>Mass Gathering Deposit</td>
<td>$250.00</td>
<td></td>
</tr>
</tbody>
</table>

2 separate checks
Chris,

Attached is the amended fee schedule. Made a few clarifications as we don’t have a public hearing for site plan review and we allow digital signs as a permitted use now.

Maryann and I agree that the fees need to increase in order to break even with staffing costs for the amount of time spent on STRs. It has become common that STR applicants require more attention in the time between the PC approval and getting approval as a registered rental.

For reference are other municipality fees:
- Saugatuck - $250 – 3 year license ($83 a year)
- Charlevoix - $150
- South Haven - $600 (unlimited rentals in a year) or $125 (limited to 6 rentals a year)
- Frankenmuth $148 – 1st year, $48 following years
- City of Holland - $70 for annual permit
- Spring Lake Township - $25
- City of GH $40

I think GH city and SL Township stand out as being a little low in their fees as compared to others. Based on a cost to the Village of about $36/hr for staff (about my contract wage) and assuming the whole registration process may take us 1.5-2 hours, we could easily estimate anywhere from $55-75. The way I have edited the spreadsheet includes a slightly higher fee for the initial registration year, but we could also nix that idea and just use a higher number period.

At a minimum, this would cover the following:
- Staff receiving the application
- Reviewing the registration form and online listing for compliance with previous approval
  - Maximum occupancy, sleeping areas, parking areas, etc.
- Completing the annual registration document for the property owner with occupancy and other information noted.

Though the processing itself may take less time than 2 hours, there are also many STRs that have become time suckers. It is becoming more often that staff are writing correspondence to obtain compliance from property owners. Additionally, given that we will be updating the ordinance, I expect more standards for approval will come into consideration for future permits, requiring additional time from staff.

We should consider adding after-the-fact penalty fees for rentals that continue to be listed without obtaining compliance. It would be appropriate to scale this up similar to what is done for long term rentals. For example, giving a timeline of 30 days from approval for compliance.
- PC approval – June 1
- Deadline for registration and compliant listing received– June 11
  - Compliant and timely = $60 registration fee
Noncompliant or incomplete = +$50 penalty added

- Late deadline for registration and compliant listing to staff – June 21
  - Compliant = $60 registration fee + $50 late fee
  - Noncompliant or incomplete = +$50 penalty added
    - One last opportunity to come into compliance before owner is notified of revocation process
- Final deadline for registration and compliant listing to staff – July 1
  - Compliant = $60 registration fee + $100 late fee
  - Noncompliant or incomplete – staff initiate revocation process, written notification to applicant.

This process could be postponed if an applicant informed staff of an issue that would limit the applicant’s ability to comply in a timely manner, but could be in place to give a gentle push to those who need it. We could certainly go more lax with this as well, but would not want to follow the schedule of a long term rental which can be three months late and hypothetically be non-compliant for an entire rental season.

I’m not tied to the fees shown on the rental section of the fee schedule, they can be modified higher or lower depending on the preferences of yourself and Council.

Let me know if there are questions.

Cassie

From: Christine Burns <christine@springlakevillage.org>
Sent: Monday, June 6, 2022 3:09 PM
To: Marv Hinga <marv@springlakevillage.org>; Wally Delamater <wdelamater@springlaketwp.org>; Lori Spelde <Lori@springlakevillage.org>; Cassandra Hoisington <choisington@ght.org>; Maryann Fonkert <Maryann@springlakevillage.org>
Subject: 5C Edited fee schedule ES version.xlsx

Let’s try this again. Here’s an updated version (I think I’ve incorporated the changes I’ve heard thus far).
**WORK SESSION AGENDA REPORT**

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

**FROM:** Chris Burns, Village Manager

**DATE:** June 7, 2022

**RE:** Budget Adoption & Millage Rates

---

**Background:** Staff has been working on a proposed budget since January. Budgets are historically staff’s best projection regarding revenues and expenditures for the upcoming fiscal year. It is not an exact science and therefore budget amendments should be expected regularly throughout the year.

The requisite public notices have been published and posted. A budget binder has been on the coffee table in the Village Hall lobby for two weeks and the proposed budget has been placed on the website for public viewing.

**Issues & Questions Specified:** Should the Village adopt the budget that staff has presented?

**Alternatives:** None. According to Village Charter, section C-56(C), “The Village Council shall adopt the budget on or before the 15th day of June.”

**Financial Impact:** Staff views this as the single most important task that needs to be accomplished each year. Financial Impact is significant.

**Recommendation:** Hold the requisite public hearings and adopt the annual budget & proposed millage rates.

**Attachments:** Budget binders will be delivered to each Council Member prior to the meeting.
Village Council
Village of Spring Lake
Spring Lake, Michigan

Council member ________, supported by Council Member ________, moved the adoption of the following resolution:

RESOLUTION NO: 2022 - 06

A RESOLUTION TO ADOPT THE VILLAGE OF SPRING LAKE
2022/2023 ANNUAL BUDGET

WHEREAS, pursuant to the laws of the State of Michigan governing General Law Villages, the State Budget Act and the Village Charter, the following Resolution for Fiscal year July 1, 2022 to June 30, 2023, is hereby submitted for adopting; and

WHEREAS, it has been determined that the following property taxes, State shared revenues, rates, charges and transfers shall be available and necessary for the 2022/2023 budget year;

REVENUES:

<table>
<thead>
<tr>
<th>NO.</th>
<th>FUND</th>
<th>PROPERTY TAX 2022/23</th>
<th>REVENUES TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>GENERAL</td>
<td>$1,116,850</td>
<td>$1,703,723</td>
</tr>
<tr>
<td>202</td>
<td>MAJOR STREET</td>
<td>$271,000</td>
<td></td>
</tr>
<tr>
<td>203</td>
<td>LOCAL STREET</td>
<td>$99,991</td>
<td></td>
</tr>
<tr>
<td>204</td>
<td>ROAD MILLAGE</td>
<td>$55,000</td>
<td></td>
</tr>
<tr>
<td>208</td>
<td>PUBLIC IMPROVEMENT</td>
<td>$0,000</td>
<td></td>
</tr>
<tr>
<td>218</td>
<td>NON-MOTORIZED PATHWAYS</td>
<td>$81,020</td>
<td></td>
</tr>
<tr>
<td>236</td>
<td>DDA</td>
<td>$434,000</td>
<td>$1,268,398</td>
</tr>
<tr>
<td>249</td>
<td>BUILDING DEPARTMENT</td>
<td>$21,637</td>
<td></td>
</tr>
<tr>
<td>390</td>
<td>GO CAPITAL BOND DEBT</td>
<td>$95,510</td>
<td>$99,469</td>
</tr>
<tr>
<td>403</td>
<td>TANGLEFOOT CONSTRUCTION</td>
<td>$0,000</td>
<td></td>
</tr>
<tr>
<td>590</td>
<td>SEWER</td>
<td>$973,400</td>
<td></td>
</tr>
<tr>
<td>591</td>
<td>WATER</td>
<td>$838,987</td>
<td></td>
</tr>
<tr>
<td>661</td>
<td>CENTRAL EQUIPMENT</td>
<td>$233,411</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL REVENUES $5,646,036
**EXPENDITURES:**

**101 GENERAL FUND**

<table>
<thead>
<tr>
<th>101 ACTIVITY</th>
<th>PROPOSED 22-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>000 TRANSFERS</td>
<td>$40,000</td>
</tr>
<tr>
<td>101 VILLAGE COUNCIL</td>
<td>$10,392</td>
</tr>
<tr>
<td>172 VILLAGE MANAGER</td>
<td>$64,678</td>
</tr>
<tr>
<td>210 LEGAL SERVICES</td>
<td>$26,800</td>
</tr>
<tr>
<td>215 CLERK/TREASURER</td>
<td>$191,495</td>
</tr>
<tr>
<td>226 STORM WATER SYSTEM</td>
<td>$19,255</td>
</tr>
<tr>
<td>265 VILLAGE HALL AND GROUNDS</td>
<td>$65,006</td>
</tr>
<tr>
<td>270 BARBER STREET SCHOOL BUILDING</td>
<td>$31,095</td>
</tr>
<tr>
<td>282 FORESTRY</td>
<td>$42,468</td>
</tr>
<tr>
<td>301 POLICE SERVICES</td>
<td>$705,336</td>
</tr>
<tr>
<td>336 FIRE DEPARTMENT</td>
<td>$1,450</td>
</tr>
<tr>
<td>381 ZONING/PLANNING</td>
<td>$104,281</td>
</tr>
<tr>
<td>441 DEPT OF PUBLIC WORKS</td>
<td>$112,980</td>
</tr>
<tr>
<td>450 STREET LIGHTING</td>
<td>$53,700</td>
</tr>
<tr>
<td>553 CENTRAL PARK</td>
<td>$94,775</td>
</tr>
<tr>
<td>555 MILL POINT PARK</td>
<td>$52,108</td>
</tr>
<tr>
<td>557 LAKESIDE BEACH</td>
<td>$20,811</td>
</tr>
<tr>
<td>558 WHISTLESTOP PARK</td>
<td>$1,275</td>
</tr>
<tr>
<td>692 PARK MAINTENANCE</td>
<td>$42,243</td>
</tr>
<tr>
<td>857 COMMUNITY PROMOTIONS</td>
<td>$23,575</td>
</tr>
</tbody>
</table>

**SUB TOTAL-GENERAL FUND**  
$1,703,723

**202 MAJOR STREETS**

<table>
<thead>
<tr>
<th>202 ACTIVITY</th>
<th>PROPOSED 22-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>000 APPROPRIATION TO FUND BALANCE</td>
<td>$58,640</td>
</tr>
<tr>
<td>451 CONSTRUCTION</td>
<td>$71,060</td>
</tr>
<tr>
<td>463 ROUTINE STREET MAINTENANCE</td>
<td>$71,413</td>
</tr>
<tr>
<td>478 WINTER MAINTENANCE</td>
<td>$26,673</td>
</tr>
<tr>
<td>480 STATE TRUNKLINE MAINTENANCE</td>
<td>$27,968</td>
</tr>
<tr>
<td>482 ADMINISTRATION</td>
<td>$15,246</td>
</tr>
</tbody>
</table>

**SUB TOTAL**  
$271,000
### 203 LOCAL STREETS

#### 203 ACTIVITY

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed 22-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>451 CONSTRUCTION</td>
<td>$11,500</td>
</tr>
<tr>
<td>463 ROUTINE STREET MAINTENANCE</td>
<td>$52,203</td>
</tr>
<tr>
<td>478 WINTER MAINTENANCE</td>
<td>$29,638</td>
</tr>
<tr>
<td>482 ADMINISTRATION</td>
<td>$6,650</td>
</tr>
</tbody>
</table>

**Sub Total** $99,991

#### Remaining Funds

<table>
<thead>
<tr>
<th>Fund Description</th>
<th>Proposed 22-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>204 ROAD MILLAGE</td>
<td>$55,000</td>
</tr>
<tr>
<td>208 PUBLIC IMPROVEMENT</td>
<td>$0,000</td>
</tr>
<tr>
<td>218 NON MOTORIZED PATHWAYS</td>
<td>$81,020</td>
</tr>
<tr>
<td>236 DDA</td>
<td>$1,268,398</td>
</tr>
<tr>
<td>249 BUILDING DEPARTMENT</td>
<td>$21,637</td>
</tr>
<tr>
<td>390 GENERAL OBLIGATION CAPITAL BOND DEBT</td>
<td>$99,469</td>
</tr>
<tr>
<td>403 TANGLEFOOT CONSTRUCTION</td>
<td>$200,000</td>
</tr>
<tr>
<td>590 SEWER FUND</td>
<td>$973,400</td>
</tr>
<tr>
<td>591 WATER FUND</td>
<td>$838,987</td>
</tr>
<tr>
<td>661 CENTRAL EQUIPMENT FUND</td>
<td>$233,411</td>
</tr>
</tbody>
</table>

**Sub Total** $3,771,322

**Grand Total FY 2022-23 Proposed Budget** $5,846,036

**IT IS FURTHER ORDERED** that upon acceptance of the Village Assessment Roll, the Village Council shall review this budget and pass, pursuant to the Village Charter and State laws governing General Law Villages, by Resolution the required Millage Rate that generates the required Property Tax amounts as set forth in this Financial Plan for the Fiscal Year July 1, 2022 to June 30, 2023.

**IT IS FURTHER ORDERED** upon setting the Village Tax Rate, the Village Clerk/Treasurer shall proceed to collect the sums ordered in accordance with the Village Charter and the laws of the State of Michigan.
FURTHERMORE it is ordered that the Village Manager shall be designated the Chief Financial Officer of the Village in accordance with the State Uniform Budget Act and shall implement this Financial Plan as adopted or amended in accordance with generally accepted accounting principles and the State Budget Act.

YEAS:

NAYS:

ABSENT:

RESOLUTION NO. 2022-06 DECLARED ADOPTED.

Dated: June 13, 2022

________________________
Marvin Hinga, Clerk/Treasurer

CERTIFICATE

I, Marvin Hinga, Village Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Village of Spring Lake at a Regular Meeting thereof held on the 13th day of June 2022.

RESOLUTION 2022 - 06 DECLARED ADOPTED.

Dated: June 13, 2022

________________________
Marvin Hinga, Clerk
Village of Spring Lake
COUNCIL MEMBER ______, supported by COUNCIL MEMBER ______, moved the adoption of the following resolution:

RESOLUTION NO. 2022 – 07

A RESOLUTION TO ESTABLISH THE MILLAGE RATE FOR REAL AND PERSONAL PROPERTY IN THE VILLAGE OF SPRING LAKE FOR THE FISCAL YEAR 2022 - 2023

WHEREAS, Article VIII of the Village Charter; Financial Procedures, Section 8.05 Village Council Action on Budget states:
   (a.) The Village Council shall publish a general summary of the budget and a notice stating:
      1) The times and places where copies of the message and budget are available for inspection by the public, and
      2) The time and place, not less than two weeks after such publication, for a public hearing on the budget.

WHEREAS, the public notice of a public hearing to be held this date on the 2022/23 budget for the Village of Spring Lake was published in The Grand Haven Tribune; and

WHEREAS, by Resolution 2022 - 07 the Village Council approved of the budget for fiscal year 2022/23 and which was the subject of the public hearing held this date; and

WHEREAS, Chapter VIII of the Village Charter; Financial Procedures, Section 8.05C Adoption states: "The Village Council shall adopt the budget on or before the fifteenth day of June"; and

WHEREAS, Chapter IX of the Village Charter; Taxation, Section 9.02 Limit of Direct Property Taxation states: "The annual general ad valorem tax levy for municipal purposes shall not exceed 2.0 percent (20 mills) of the assessed value of real and personal property in the Village"; and

WHEREAS, the Village Council in the Village of Spring Lake Budget for 2022/23 (Resolution No. 2022-07 approved to raise the following Property Tax Revenue:

<table>
<thead>
<tr>
<th>Revenue Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Operating</td>
<td>$1,116,850</td>
</tr>
<tr>
<td>Debt Retirement</td>
<td>$ 95,510</td>
</tr>
<tr>
<td>Downtown Development Authority</td>
<td>$ 434,000</td>
</tr>
</tbody>
</table>
NOW, THEREFORE, BE IT RESOLVED:

That, the Village Council does hereby levy the follow Millage Rate on all real and personal property subject to taxation within the Village of Spring Lake for the purpose of generating the required Property Tax amounts as set forth in the Financial Plan for Fiscal Year July 1, 2022 to June 30, 2023 for the Village of Spring Lake:

<table>
<thead>
<tr>
<th>Millage Rate</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Operating</td>
<td>9.77</td>
</tr>
<tr>
<td>Debt Retirement</td>
<td>.59</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10.36</strong></td>
</tr>
</tbody>
</table>

YEAS: 
NAYS: 
ABSENT:

RESOLUTION NO. 2022 - 06 DECLARED ADOPTED.

Dated: June 13, 2022

___________________________________
Marvin Hinga, Clerk/Treasurer

CERTIFICATE

I, Marvin Hinga, Village Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Village of Spring Lake at a Regular Meeting thereof held on the 13th day of June 2022.

RESOLUTION 2022 - 06 DECLARED ADOPTED.

Dated: June 13, 2022

___________________________________
Marvin Hinga, Clerk
Village of Spring Lake
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Chris Burns, Village Manager

DATE: June 7, 2022

RE: Appointment of Members to a Barber School Focus Group

Background: Barber School is in need of some maintenance that could be considered more than just routine or preventative. Staff feels it is important to engage subject matter experts regarding any proposed changes to the structure.

Issues & Questions Specified: Should Council appoint a Barber School focus group to determine what, if any, changes are needed to the facility?

Alternatives: Do not appoint members and rely on staff recommendations.

Financial Impact: None at this juncture.

Recommendation: Appoint the following people to the Barber School focus group:

<table>
<thead>
<tr>
<th>Name</th>
<th>Qualification</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Dye</td>
<td>Architect</td>
<td>HCC</td>
</tr>
<tr>
<td>Tamela Gallagher</td>
<td>Interior Design</td>
<td>Library Focus Group</td>
</tr>
<tr>
<td>Kristin Horine</td>
<td>Landscape Architect</td>
<td>P&amp;R, Library Focus Group</td>
</tr>
<tr>
<td>Sandy Parker</td>
<td>Business Owner</td>
<td>DDA</td>
</tr>
<tr>
<td>Lesley VanLeeuwen-Vega</td>
<td>Graphic Design</td>
<td>DDA/PC/Library Focus Group</td>
</tr>
</tbody>
</table>

Staff is still seeking a developer or builder to serve on the committee.

Attachments:

None.
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: June 7, 2022
RE: Business Recognition Award Program - Nomination

**Background:** This annual award is presented to a local business who has established themselves as an invaluable member of the community.

**Issues & Questions Specified:** Should the Village nominate a business for this prestigious award?

**Alternatives:** Do not nominate a business and cease participation.

**Financial Impact:** The cost associated with this award is for the luncheon, which will be held on 10/12/22 at the Trillium.

**Recommendation:** Discuss potential nominees and provide staff direction on this topic.

**Attachments:** List of past award recipients.
2022 BUSINESS RECOGNITION AWARD PROGRAM
NOMINATION FORM

Please return to Elizabeth Butler at The Chamber by Friday, June 22nd, 2022
The event will be on Wednesday, October 12th at the Trillium

Business Name: ______________________________________________________

Contact: __________________________ Title: __________________________

Address: __________________________________________________________

City: __________________________ State: MI Zip Code: ________________

Contact Email: ____________________________________________________

(1) Project/Activity: ______________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Guidelines you may use in considering your Nominee as applicable:

(2) Number of Existing Jobs prior to Project/Activity: __________________

(3) New Jobs Created due to Project/Activity: _________________________

(4) Increase in Production/Sales (%): _________________________________

(5) Dollar amount invested in Project/Activity: _________________________

(6) Community Contributions

(7) Year company was started or purchased: _________________________

ADDITIONAL INFORMATION AND COMMENTS: ___________________________________________

____________________________________________________________________________________

____________________________________________________________________________________
Village of Spring Lake Past Award Recipients
Business Recognition Awards

2021  On the Path Yoga
2020  Fuel bar + refuge
2019  Weiss Chiropractic Wellness Center
2018  Best Financial Credit Union
2017  The Front Porch
2016  Small Town Sandwich Shop
2015  Top Butcher Shoppe & BBQ
2014  521 LLC
2013  Old Boy’s Brewhouse, Inc.
2012  Village Baker
2011  Seven Steps Up
2010  Mill Point Station
2009  Garrison Dental Solutions
2008  Carlson Wagonlit Travel
2007  Two Tony’s Taverna Grille
2006  Village Hardware
2005  Five Ten Properties
2004  Spring Lake Antique Mall
2003  Peel Brothers, LLC
2002  Avalon Floral LLC
2001  Holiday Inn
2000  Harbor Steel
1999  Harborfront Hospital for Animals
1998  Old Boy’s Brewhouse
1997  McDonald’s Restaurant
1996  Idle Hour Restaurant
1995  Fireside Design, Inc.
1994  WESCO - Spring Lake
1993  FMB Bank (of Spring Lake)
1992  NBD Bank (of Spring Lake)
1991  Graflex, Inc.
1990  Holiday Inn
1989  Miller Smith Manufacturing
1988  Barrett Boat Works
1987  Elastodyne
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Chris Burns, Village Manager
DATE: June 7, 2021
RE: Village Manager’s Performance Appraisal

**Background:** Per the Village Manager’s contract, Council shall administer an annual performance appraisal.

**Issues & Questions Specified:** Should Council administer an annual performance appraisal for the Village Manager?

**Alternatives:** None. This is a contractual requirement.

**Financial Impact:** Dependent on Council.

**Recommendation:** Council should complete the document and return to Mark Powers or Marv Hinga no later than the due date of July 1, 2021.

**Attachments:** 2020-2021 Performance Appraisal. The VM’s self-evaluation will be emailed under separate cover.
Per Section 4c of my employment agreement, Council is to conduct an annual performance review each June. Per section 8a of the Open Meetings Act, please consider this my formal request for my annual performance appraisal to be conducted in Closed Session.
Christina,

Lukas Hill serves as our Zoning Administrator. He is not a member of the ZBA, meaning he cannot make motions and does not have voting privileges.

Thanks,

Chris

Hi Christine,

Thank you for reviewing the variance request at 227 S. Buchanan. All of your findings are correct based on the material you were provided, however, I would like to state that I disagree with the printed meeting minutes on April 12th. To my recollection Lukas Hill motioned to approve the use of the building envelope with the new 8ft side setbacks if the variance was approved. This motion was seconds prior to The Chairman’s motion to approve the variance. Hill’s motion unanimously passed with three in favor as did the motion for variance.

Thank you for your time,

Christina Janetzke - Owner
Janetzke Construction, LLC
843 Porter Rd, Norton Shores, MI 49441
231.903.9612

Christina Janetzke - Designer
POTTER HOME DESIGN, LLC
324 Washington St., Ste 105
Grand Haven, MI 49417
231.903.9612
www.potterhomedesign.com
*Builder must approve all drawings before construction begins.*
The Licensed builder takes full responsibility of all drawings, the design, and all structural details.

On Thu, May 19, 2022 at 10:04 AM Christine Burns <christine@springlakevillage.org> wrote:

Cathy,

Here’s what I was able to find out regarding the variance your builder submitted for 227 S. Buchanan. **The ZBA approved exactly what was submitted to them.** However, on March 28, 2022 Lukas had an email conversation with your builder *(see attached)* and asked her if she had considered the expanding the width of the addition to take advantage of an 8’ setback. The builder stated, “*I did talk with the homeowner about the updated 8’ setbacks and she was interested in leaving the plan as is for the variance process.*” Consequently, Lukas presented it to the ZBA, as it was submitted, and they approved it (as it was submitted).

If you have now, in fact, decided you would like to adjust the addition in any way, that’s a new application. Mr. Hill does not have the authority to change what the ZBA has already approved.

Per your request, I have attached a copy of the draft minutes from the meeting as well as the application as it was submitted. If you wish to reapply, the deadlines to file are located on our [website](mailto:).  

If you have any further questions, please let me know.

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
Adam,

Village Council discussed the moratorium at their May 9, 2022 Work Session and approved it at their regular meeting last night. Both agendas were posted, the meeting was well-publicized and open to the public. Village Council and the Planning Commission are hoping to have a joint meeting to discuss short-term rentals and develop a plan to move forward. We anticipate that taking 6 months (or less).

If you wish to seek legal counsel, please feel free to do so. However, our legal team is not at your disposal.

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: Adam Sobczak <chancetaken11@gmail.com>
Sent: Tuesday, May 17, 2022 12:06 PM
To: Cassandra Hoisington <choisington@ght.org>
Cc: Christine Burns <christine@springlakevillage.org>; Rory Thibault <rthibault@ght.org>
Subject: Re: Short Term Rental - 215 Monarch Street

This is ridiculous I was at last months meeting and they had approved two all my stuff was turned in and application was submitted and received my letter for hearing . This action is incredibly bias and I am requesting my meeting to continue please have the city manager contact me asap.
Thanks Adam sobczak

Sent from my iPhone
Hi Adam,

I wanted to reach out regarding a moratorium on new short-term rentals that the Village Council that was approved yesterday. In essence, effective immediately, no new special use permits for a short term rental may be approved until the moratorium has been lifted, which we expect will be about six months. This means I cannot present your application at the meeting next week.

This action was pursued due to concerns from Planning Commissioners, Council Members, and the general public. The intention is to study the impact of short term rentals and determine regulations that best serve residents and the community.

I understand this will likely cause concerns for you, and I apologize for the inconvenience. I will ensure the payment you submitted is refunded to you.

If you have questions, please reach out via email.

Best regards,

Cassandra Hoisington
Spring Lake Village
Contractual Associate Planner
choisington@ght.org
(616) 842-1393 - Spring Lake Village
Office Hours: Wednesdays 1pm – 5pm
(616) 604-6340 - Grand Haven Township

A Collaborative Effort with Grand Haven Township
At a minimum the board should approve a six month license, this is careless and wreckless with applications in and on a
city meeting. Please also provide the city attorneys phone number and name.
Thanks Adam

Sent from my iPhone

On May 17, 2022, at 11:58 AM, Cassandra Hoisington <choisington@ght.org> wrote:

Hi Adam,

I wanted to reach out regarding a moratorium on new short-term rentals that the Village Council that
was approved yesterday. In essence, effective immediately, no new special use permits for a short term
rental may be approved until the moratorium has been lifted, which we expect will be about six months.
This means I cannot present your application at the meeting next week.

This action was pursued due to concerns from Planning Commissioners, Council Members, and the
general public. The intention is to study the impact of short term rentals and determine regulations that
best serve residents and the community.

I understand this will likely cause concerns for you, and I apologize for the inconvenience. I will ensure
the payment you submitted is refunded to you.

If you have questions, please reach out via email.

Best regards,

Cassandra Hoisington
Spring Lake Village
Contractual Associate Planner
choisington@ght.org
(616) 842-1393 - Spring Lake Village
Office Hours: Wednesdays 1pm – 5pm
(616) 604-6340 - Grand Haven Township

A Collaborative Effort with Grand Haven Township
On September 16, 2018, I emailed Christine Burns the following: “Like others, I enjoy using the bike trail for both walking and cycling. Unfortunately, when I’m walking, most cyclists do not adhere to the courtesy requested by the signs along the trail to ‘warn others before passing.’ This lack of courtesy can be very dangerous, especially to older persons and children. Not hearing a bike approaching from the rear and an inadvertent stumble could result in serious injury, especially from a fast moving bike. Possibly this has already happened. Although I’ve searched the Internet for such a product, I’ve been unable to find a T-shirt or a bib that has a large prominent message on the back stating a short warning such as “WARN WALKER OF YOUR APPROACH.” Could the village or township develop and sell such a product to protect the walkers on the bike trail?”

On September 24, Ms. Burns responded that this was not her decision to make, but that she would be facilitating the discussion at the Parks and Recreation meeting in October. Prior to that meeting, I emailed her several images from the web that I thought might be helpful for consideration at that meeting, as well as my own design of a T-shirt with a large message on the back (shown at the end of this document).

On October 3, she emailed me the following: “I took your suggestion to the Parks & Recreation Board on Monday evening. They applaud your entrepreneurial spirit! However, they are not interested in developing or selling t-shirts/vests to trail users at this time. All board members (and myself) are avid trail users and none of us have had the experience you have had with bikers being discourteous, nor have we had any other reported accidents or near misses. That’s not to say they haven’t happened, but we are unaware of any issues thus far. At this time, the Board's focus is on completing the lighting project, seeking a Pure Michigan Trail Towns designation and a water trailway designation. As a group of volunteers their plates are very full. If their focus were to change in the near future and they wish to pursue this, I will be happy to reach out to you.”

On May 19, 2019, I emailed Ms. Burns the following: Today my wife and I were walking on the bike trail for the first time this spring. Unfortunately, I did not wear my special T-shirt, but doubt it would have cautioned the biker who sped by from behind us without warning. If he had hit me, I’m certain I’d be either dead or seriously injured and in the hospital! Could something be done to slow down these discourteous speeders while still having the trail be a welcoming place for pleasure bikers? How about minor speed bumps? How about something?”

I am pursuing a resolution to this safety issue again because it hasn’t gone away and may be even worse. When my wife and I were recently walking on the trail, we observed a mother walking with her two young children who was very frightened when a cyclist passed her and her children from behind without warning. On our walks, warnings from cyclists have been practically non-existent. What things can be done to keep pedestrians safe?

When I’ve worn my T-shirt, it seemed to help somewhat, but not well enough. I’m not interested in marketing the shirt myself, but if the village would be interested in selling such a shirt, such as it currently does with another shirt to help support Tanglewood Park, I’d be pleased to provide my artwork at no charge.
Although I realize that some of the following ideas are too drastic, they may provide a starting point for a good solution. I’m volunteering to help in any capacity that I can in developing ways to keep pedestrians safe on the trail.

1. Offer T-shirts for sale.
2. Post trail rules on larger and more frequent signage.
3. Require cyclists to yield the right-of-way to pedestrians.
4. Post speed limits for cyclists on the trail, just as cyclists must adhere to speed limits on roads.
5. Require cyclists to give an audible signal (voice or loud enough horn or bell) before passing.
6. Restrict cyclists from wearing ear buds or headphones or using a cell phone while actively cycling.
7. Restrict riding times on the trail for cyclists.
8. Restrict parts of the trail for cyclists (for example, cyclists could use Buena Vista Drive instead of the trail between Lake and Alden).
9. Install speed bumps.
10. Create narrow passageways in the trail to slow down the cyclists.
11. Install large stop signs at all road crossings with some physical obstruction (even a speed bump) to necessitate stopping.
12. Require bike registration and licensing.
13. Collaborate with the library in developing a “bike safety month,” during which the library would offer different activities related to bike safety.
14. Encourage pedestrians to wear a rear-view mirror when walking on the trail! (Although this is not a serious idea, the “Take A Look” cyclist mirror could probably be adapted for pedestrians to affix to their eyeglass frames.)

According to the Pedestrian and Bicycle Information Center’s website on Trails and Shared Use Paths, “Special care must be taken to provide a safe experience for a wide range of people from children to older adults including bicyclists at different skill levels, walkers, runners, in-line skaters, and others. On higher volume paths, it may be necessary to separate pedestrians from higher-speed wheeled users.”

With the hope that this also makes sense to you, I’m requesting that you take further action to improve pedestrian safety on the trail.
June 2, 2022

Occupied, Inc.
Frederick Kidd
15813 Margaret Ave.
Spring Lake, MI 49456

Re: 117 S. Lake Ave.; Special Use Permit
FINAL NOTICE OF VIOLATION

Dear Occupied, Inc. and Mr. Kidd:

This is a follow-up to my May 23, 2022, letter, which identified three items that required your attention before May 27, 2022. The Village of Spring Lake (“Village”) has informed me that you completed the first item by submitting the Rental Registration application and registration fee. To avoid further enforcement action, it is imperative that you complete the remaining two items no later than close of business tomorrow:

1. Schedule an inspection of the property. To schedule the inspection, you must contact Michigan Township Services directly at (231) 865-3310.

2. Bring your advertisements into compliance with the conditions of approval. The property was approved for an occupancy of four (4) and while your advertisement says the property sleeps four (4), you are still advertising three (3) beds, one of which is a pull-out sofa in the living room which you are not permitted to advertise as a bed. Per Village ordinances, the only allowable sleeping surfaces are beds located in bedrooms, as approved by the Village.

The Village would like to close its enforcement file on this matter. Thus, please contact my office at crystal@crystalmorganlaw.com or (616) 607-2800 to confirm that you have completed these items.

Sincerely,

Crystal Morgan

cc: Village File
   Via email to info@occupiedincorporated.com
May 23, 2022

Occupied, Inc.
Frederick Kidd
15813 Margaret Ave.
Spring Lake, MI 49456

Re: 117 S. Lake Ave.; Special Use Permit
NOTICE OF VIOLATION; CEASE AND DESIST

Dear Occupied, Inc. and Mr. Kidd:

As you know from my February 17, 2022, letter, this office represents the Village of Spring Lake (“Village”) in ordinance enforcement matters, including violations of the Village’s short-term rental and zoning ordinances. This letter concerns the property located at 117 S. Lake Ave. (“Property”).

The Village has informed my office that while you obtained conditional special land use approval on April 26, 2022—which would allow you to use the Property for short-term rentals—you have failed to comply with the conditions of that approval. Specifically, you were required to:

1. Submit a Rental Registration application, along with the $30 rental registration fee;
2. Schedule an inspection of the Property; and
3. Bring your advertisements into compliance with the conditions of approval. The Property was approved for an occupancy of four (4) and while your advertisement says the Property sleeps four (4), you are still advertising three (3) beds, one of which is a pull-out sofa in the living room which you are not permitted to advertise as a bed. Per Village ordinances, the only allowable sleeping surfaces are beds located in bedrooms, as approved by the Village.

You were reminded of the conditions in emails dated April 29, 2022, and May 17, 2022. Village Planner Cassandra Hoisington further informed you of these violations in a letter dated May 9, 2022. Her letter informed you that if the conditions were not met, the special land use approval was subject to revocation by the Planning Commission.

This is the Village’s final attempt to resolve this matter amicably and expeditiously, without the need for legal proceedings, and without the serious consequences that flow from revocation of a special use permit, which can occur when the conditions of approval are not satisfied and/or the Property is used in violation of the approved conditions.
To avoid legal action or the scheduling of a hearing to consider revocation of the special use permit, you and your agents must (1) IMMEDIATELY CEASE AND DESIST ALL SHORT-TERM RENTAL ACTIVITY AT THE PROPERTY UNTIL ALL CONDITIONS OF APPROVAL ARE SATISFIED; AND (2) COMPLY WITH ALL CONDITIONS OF APPROVAL NOT LATER THAN CLOSE OF BUSINESS ON MAY 27, 2022.

If you have questions about this letter, you may contact my office at (616) 607-2800. To obtain another copy of the application, please contact the Village directly.

Sincerely,

Crystal Morgan

cc: Village File
    Occupied, Inc., c/o Frederick Kidd, 117 S. Lake Ave., Spring Lake, MI 49456
    Via email to info@occupiedincorporated.com
Great, thank you!

Sent from my iPad

— On May 27, 2022, at 12:50 PM, Christine Burns <christine@springlakevillage.org> wrote:
—
— Yes, there is. We have to keep the kidlets out of traffic 😊
—
————Original Message———
— From: Mike Zacek <mike.zacek@att.net>
— Sent: Friday, May 27, 2022 12:04 PM
— To: Christine Burns <christine@springlakevillage.org>
— Subject: Tanglefoot Park
—
— Everything is looking wonderful! Great work!!
—
— The one question my wife and I have, will there be a fence that will separate the splash pad from the street?
—
— Sent from my iPhone
1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call


  Absent: Duer

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

       Yes: 6      No: 0

4. Approval of the Agenda

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

       Yes: 6      No: 0

5. Consent Agenda

   A. Approved the payment of the bills (checks numbered 62238 to 62281 and electronic payments 277 to 283) in the amount of $514,985.00.

   B. Approved the minutes for the April 11, 2022 work session and the April 18, 2022 regular Council meeting.

   C. Approved a Resolution honoring the centennial anniversary of the Grand Haven Salvation Army.

   D. Approved an agreement with Perfect Mind for software.

   E. Approved the formation of a committee to review renovations at Barber School.

   F. Approved a contract with Rent.Fun for the rental of kayaks at Tanglefoot Park.

   G. Approved guidelines for public meeting etiquette.

   H. Approved budget adjustments for fiscal year 2021/2022.
I. Approved the placement of delinquent utility bills on the summer taxes.

J. Approved setting the public hearing for fiscal year 2022/2023 budget adoption.

K. Approved a contract with Werner Roofing for an amount not to exceed $14,313.91 for roofing replacement.

L. Approved the appointment of Amy Braschler to the Downtown Development Authority, with a term expiring 11/2023.

M. Approved changes to the personnel policy which include:
   1. Making New Year’s Eve and Good Friday full-day holidays.
   2. Granting a total of 4 personal days, deleting birthdays.
   3. Vacation days to align with the market survey as follows (with no change for 1-4 years):

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>10 days</td>
</tr>
<tr>
<td>5 years</td>
<td>13 days</td>
</tr>
<tr>
<td>10 years</td>
<td>15 days</td>
</tr>
<tr>
<td>15 years</td>
<td>20 days</td>
</tr>
<tr>
<td>20 years</td>
<td>24 days</td>
</tr>
</tbody>
</table>

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

Yes: 6  No: 0

6. General Business

A. Consideration of a motion to approve a moratorium on short-term rental applications.

Motion by TePastte, second from Hanks, to approve a moratorium on short-term rental applications.

Yes: 6  No: 0

B. Consideration of a motion to approve an agreement with Savidge Two & Savidge Four.

Motion by TePastte, second from Van Strate, to approve an agreement with Savidge Two & Savidge Four to construct a rooftop wall screen between Village Hall and Finn’s rooftop dining.

Yes: 6  No: 0

7. Department Reports

A. Village Manager – Burns added the following items to her report
   • The developer for 823 W Savidge has withdrawn their application for a PUD.
• There has been no feedback from the legal team representing the developer who had an option to buy the old Township Hall property and their deadline of June 1st is approaching, so if no response is received, and it’s still Council’s intent, RFPs will be reissued on June 2nd.
• The ad for the Deputy Clerk position is out
• Tomorrow there will be 4 interviews for the Facilities Manager position.

B. Assistant to the Manager
C. Clerk/Treasurer/Finance Director – Hinga reviewed highlights of the 22/23 Draft Budget.
D. DDA
E. Communications
F. OCSO
G. Fire/911
H. DPW
I. Zoning/Planning
J. Water (none included)
K. Sewer (none included)
L. Minutes from Various Board & Committees
   a. DDA (04/14/22 & 04/28/22)
   b. Planning Commission (03/22/22)
   c. Parks & Recreation (04/04/22)
   d. Historic Conservation Commission (03/28/22)

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

9. New Business and Reports by Village Council – Van Strate noted that the Bike Path sign on the water by the Holiday Inn was in need of painting. Van Strate also said he was glad the old Township property was still available for parking because it was used often and, before anything was developed there, he would like to see how busy the downtown becomes this summer. Miller agreed that there were often a lot of cars parked there.

10. Status Report: Village Attorney – N/A

11. Statement of Citizens – Lee Schuitema, 408 W Exchange, was concerned with the liability to the Village for renting kayaks at Tanglefoot.

12. Adjournment

Motion by Van Strate, second from Miller, Village Council adjourned the meeting at 7:20 p.m.

Yes: 6 No: 0

___________________________   __________________________
Mark Powers, President          Maryann Fonkert, Deputy Clerk
President Powers called the meeting to order at 7:00 p.m.

1. **Salvation Army Recognition** – Council agreed the Salvation Army recognition could be a Consent Agenda item.


   TePaste asked how busy the phones had been with reservations. Stepanian said this was a seasonal issue and that he had fielded 7 calls just today. Petrus asked if the Village could tag on to Spring Lake Township’s contract. Burns said they had asked about doing that when the Township first started using this software, but Perfect Mind said the Village was a separate government so would need a separate agreement. Council discussed how the software worked, the cost, and the possibility of sharing the cost with the DDA. Council agreed the software was a good addition, and this item could be added to the Consent Agenda.

3. **Barber School Renovation Committee** – Burns provided an overview of the Barber School Renovation Committee, the needed repairs, and the repairs that had been made over the past 3 years through a Work Session Agenda Report dated May 6, 2022.

   Council agreed that a committee should be formed and discussed potential members. Burns said if Council approved, she would bring recommendations for committee members to the regular meeting. Council agreed.


   Council agreed to add the Rent.Fun Kayak Rental proposal to the Consent Agenda but discussed liability to the Village and asked Burns to look into the Village’s insurance liability coverage.

5. **Public Meeting Etiquette** – Burns provided an overview of Public Meeting Etiquette through a Work Session Agenda Report dated May 6, 2022.

   Council agreed this was a great idea but would like the guidelines to state that Council does not respond to public comments and then add this item to the Consent Agenda.

6. **Short-Term Rental Moratorium** – Burns provided an overview of a Moratorium on Short-Term Rentals through a Work Session Agenda Report dated May 6, 2022.
Council discussed a Moratorium on Short-Term rentals and felt it was important to collaborate with the Planning Commission and revisit the Ordinance and fees now that it’s been in place 2 ½ years. Council agreed to a resolution for a 6-month Moratorium and to meet with the Planning Commission.

7. Budget Adjustments (Marv Hinga) – Hinga reviewed the Budget Adjustments with Council. Council agreed that the Budget Adjustments could be added to the Consent Agenda.

8. Delinquent Utility Bills (Marv Hinga) – Council agreed the delinquent utility bills could be added to the consent agenda.

9. Set Public Hearing for Budget Adoption – Council agreed that setting the public hearing date for the budget adoption could be added to the Consent Agenda.

10. Roofing Contract Approval (Wally Delamater) – Burns provided an overview of the roofing contract to replace the roofs on structures at Central Park and Whistle Stop Playground through a Work Session Agenda Report dated May 6, 2022.

 Council discussed the structures that needed to be reroofed and the proposed cost and agreed the contract could be placed on the Consent Agenda, but they would like to know if the steel was going to be placed over shingles and if that is recommended practice. Burns said she would check on that.


 Council agreed they would like to participate in the parade.

12. Agreement with Savidge Two & Savidge Four – Burns provided an overview of the request from Savidge Two and Savidge Four to install an outdoor screen wall between Village Hall and Finns rooftop dining.

 Council agreed this item could be placed on the Consent Agenda as long as the Village Attorney approved the agreement.

13. Board Appointment – Burns provided an overview of the DDA Board recommendation of Amy Braschler to fill the open seat on the DDA through an Agenda Report dated April 22, 2022.

 Council agreed that the appointment of Amy Braschler to the DDA could be added to the Consent Agenda.


 Council discussed the proposed changes and asked to up vacation days from 10 to 13 for 5 years of service. Burns said she would make that change. Council agreed this item could be added to the Consent Agenda.

15. Communications
• Apology – Eathan Schumann
• Apology – Aiddan Schumann
• Complaint – Parking (German)
• Complaint – W. Savidge (Burlison)
• Inquiry – Short-term Rentals (Vargo)
• Update – Barber School CO Detectors
• Update – Dental Insurance Rates
• Update – Spring Lake Heritage Festival
• Update – Tanglefoot Park
• Update – Village AEDs

TePastte asked if potholes on W. Savidge could be filled. Burns said that it had been done last week.

President Powers asked for the status on the Heritage Festival. Burns reported that the festival was very pared down this year with no fireworks or 5K run, and they would not be utilizing Mill Point Park but would be holding events at the Presbyterian Church and Harvest Bible Church.

16. Minutes – Minutes of April 11, 2022, Work Session, and April 18, 2022, regular meeting were attached for review.

17. Public Comment – Lee Schuitema, 408 W Exchange, was not in favor of Short-Term Rentals in residential areas because they were a business in a residential area.

18. CLOSED SESSION – 8:10 p.m.

TePastte moved that the Council meet in closed session under section 8(a) of the Open Meetings Act, to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.

Yes: 7       No: 0

19. Adjournment: There being no further business, Village Council adjourned the meeting at 8:27 p.m.

_____________________________           _________________________
Mark Powers, Village President                   Maryann Fonkert, Deputy Clerk