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(e) of the Open Meetings Act, to consult with our attorney regarding Richard Martinus & Marianne Martinus v. Village of Spring Lake and to consider material exempt from discussion or disclosure by state or federal statute.

**Roll Call Vote:** Abbott, Duer, Miller, Petrus, TePastte, VanStrate, Powers

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<th>Time</th>
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<tr>
<td>1</td>
<td>7:15 p.m.</td>
<td>102 E. Ann Street Discussion</td>
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<td>2</td>
<td>7:22 p.m.</td>
<td>Invasive Species Discussion</td>
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<td>3</td>
<td>7:28 p.m.</td>
<td>Traffic Control Orders (Wally Delamater)</td>
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<td>4</td>
<td>7:31 p.m.</td>
<td>Brush Storage Agreement SLCC (Wally Delamater)</td>
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<td>5</td>
<td>7:34 p.m.</td>
<td>Auger Purchase (Wally Delamater)</td>
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<td>6</td>
<td>7:36 p.m.</td>
<td>Crosswalk Painting (Wally Delamater)</td>
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<td>7</td>
<td>7:39 p.m.</td>
<td>Traffic Study - S. Lake Street</td>
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<td>8</td>
<td>7:43 p.m.</td>
<td>Bike Lane on S. Lake Street</td>
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<td>9</td>
<td>7:46 p.m.</td>
<td>Proposals for 106 S. Buchanan</td>
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<td>10</td>
<td>8:00 p.m.</td>
<td>Central Park Rename</td>
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<td>11</td>
<td>8:02 p.m.</td>
<td>GHACF Funds Request</td>
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<td>12</td>
<td>8:03 p.m.</td>
<td>You Make the Difference Awards</td>
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<td>13</td>
<td>8:04 p.m.</td>
<td>Board &amp; Committee Appointment</td>
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<td>14</td>
<td>8:05 p.m.</td>
<td>Redevelopment Ready Community Presentation</td>
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<td>15</td>
<td>8:06 p.m.</td>
<td>Waste Hauler Discussion</td>
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<td>16</td>
<td>8:10 p.m.</td>
<td>Barber School Refresh</td>
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<td>17</td>
<td>8:20 p.m.</td>
<td>Samaritas Final PUD</td>
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<td>18</td>
<td>8:21 p.m.</td>
<td>Policy on Broadcasting Meetings</td>
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<td>19</td>
<td>8:24 p.m.</td>
<td>Communications</td>
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<td>• Cease &amp; Desist - Williams</td>
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<td>• Complaint - Jayne</td>
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<td>• Complaint - Wheeler</td>
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<td>• Donation - Losee</td>
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<td>• Grant Award - Assistance to Firefighters (AFG)</td>
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<td>• Grant Denial - Revitalization &amp; Placemaking (RAP)</td>
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<tr>
<td>20</td>
<td>8:26 p.m.</td>
<td>Minutes</td>
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Minutes of the August 8, 2022 Work Session and August 15, 2022 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Jordan Schwing prior to September 15.

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<tr>
<th>Time</th>
<th>Event</th>
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<tr>
<td>21 8:27 p.m.</td>
<td>Public Comment</td>
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<td>Council Meetings are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should ask to be recognized by the chair, must state their name and address for the record and should limit their comments to 3 minutes.</td>
</tr>
<tr>
<td>22 8:30 p.m.</td>
<td>Adjourn</td>
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Background: When the property owner of 315 Meridian complained to the Village about invasive species on parcel 70-03-22-131-007, staff took a look at the aerial photos on Ottawa County GIS. It became apparent that contiguous property owners were storing personal items on Village property. Staff sent a letter to the property owners of 102 E. Ann, notifying them of the trespass. The property owners contacted the Village indicating their unwillingness to move their personal property from Village property. They also indicated their dissatisfaction that “the Village Manager had refused to maintain their driveway and refused to allow them to maintain their driveway.” I pointed out to the owners of 102 E. Ann Street that I have never had a conversation with them regarding their private drive, at which time she admitted that it was actually Ryan Cotton (12 years ago) who refused to maintain their driveway.
The owner of 102 E. Ann suggested that perhaps the Village should just sell them the property. This proposal opens up a whole different set of issues and questions. The upside to the sale of the property is that it puts otherwise unused/unnecessary/unmaintained parcels back on the tax roll.

**Issues & Questions Specified:**

- Should the Village sell the abandoned ROW to the contiguous property owner(s)?
- If so, should the contiguous property owner on the west (102 W. Ann) be given equal opportunity (split the parcel)?
- Should parcel 70-03-22-131-007 be liquidated to the contiguous property owners? If the ROW is sold, it would make this parcel landlocked, which is not acceptable.

**Alternatives:**

- Do nothing with the property.
- Enforce the trespass notice for the property owner at 102 E. Ann.

**Financial Impact:** Varies based on the option selected.

**Recommendation:** Council discretion. Staff is seeking direction on how/if Council wishes to move forward.

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

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

**FROM:** Christine Burns, Village Manager  

**DATE:** September 9, 2022  

**RE:** Invasive Species Discussion

---

**Background:** The Village received a call from Ottawa County regarding Japanese Knotweed located west of 315 Meridian. The property owner, Alexis Molotky, requested OC treat the invasives that she felt were encroaching on her property. Ottawa County then reached out to the Village, asking if we wanted to contract with Ottawa County (for a fee…this is not a free service) to treat the surrounding area in order to prevent the spread of the invasive. The Village budgets for, and treats, invasive species in Mill Point Park due to it being a public park; we do not, however, treat areas that are not public facing.

On August 15, 2022 Ms. Molotky attended the Village Council Meeting requesting Council budget for, and treat, the property contiguous to 315 Meridian (identified as parcels 70-03-22-131-007 and 70-03-22-131-009) for Japanese Knotweed.
On August 23, 2022 I met with representatives from Cardo, our contractor that treats invasives, in order to obtain a quote for the treatment of said parcels.

**Issues & Questions Specified:** Should the Village develop a policy regarding the treatment of invasive species on publicly-owned parcels?

**Alternatives:** Do nothing.

**Financial Impact:** $8,000.

**Recommendation:** Contact Leslie Newman from Wetlands Watch about treating the parcel. This is an unbudgeted item. The Village has competing needs/higher priority items that serve a greater population (i.e. sidewalk repair/replacement, repair of residual damage from high-water in 2020, etc.)

**Attachments:**

Cardo quote.
September 9, 2022

Christine Burns  
Village Manager, Village of Spring Lake

Subject: S.L. Parcel 131-007 and 131-009 Survey

The parcels surveyed contained one large patch of Japanese Knotweed that is approximately 7,000 sq. ft., with a handful of small offshoot patches in the immediate vicinity no larger than 20 sq. ft. each. These patches are mature and average 7-10 ft in height per stalk. The homeowner mentioned that the patch was treated with herbicide for a few years with decent results from a local group, but the patch returned in full strength after a few years left unattended. We would advise a multi-year treatment plan with 2-3 applications per growing season until infestation is reduced to acceptable levels. Other invasive species observed in the designated parcels include Oriental Bittersweet, Reed Canary Grass, and Purple Loosestrife.

Please see the below mapping and images from the site review as reference. Cardno currently holds a 5-year invasive species treatment contract for Mill Point Park, which began spring of 2022 ($11,500). If Cardno were to add this parcel to the existing treatment/contract over the remaining timeline (4 years) the total additional cost is an estimated $8,000.00.

Please let us know if you have any questions. Thank you

Sincerely,

Chory Pope – Field Supervisor  
Tim McAlister – Project Manager
Main J.K. Patch in relation to parcels 131-007 and 131-009

View from the NW (Driveway Side)
View from the S (Bayou Side)

View from the SE (Bayou side)
Alexis,

I guess I am confused and perhaps we could schedule a Zoom meeting to include Keely? When I spoke with Keely, she indicated that you had reached out to her about treatment of the invasive. She contacted me because the parcel is owned by the Village and asked us to voluntarily treat the site because it was contiguous to your property. She never offered any services to the Village by Ottawa County. When I explained to her that we only treat one park parcel (Mill Point Park) she indicated to me that she would convey that to you and give you my number directly. I did get your voicemail, which I returned and left a message. I apologize if we’ve played phone tag over the course of the past couple of weeks.

Phone tag aside, the answer is still the same. There has been no discussion by Council or staff to do any treatment of these parcels. I will include this email thread in their next Council packet and allow them to decide if they wish to pursue it further. We currently have no invasive species treatment budget for anything other than Mill Point Park. If you would like to attend their next Council Meeting, it is August 15, 2022 at 7:00 p.m. at Barber School. The is always a time set aside for public comment at the end of the meeting.

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
Hi Chris,

Thank you for reaching out. I am thinking you are confusing any previous communications with Keely from the Ottawa Conservation District, who initially alerted you to the issue back in June, in which you asked her to have me reach out to the village personally to take care of this issue. I called and left a voicemail the same day, June 29, and then multiple more times when I did not hear back from you throughout the following weeks thinking you would be back from vacation. This is the first and only communication back I have had with you whether it be verbal or written. Keely from Ottawa Conservation District communicated to me after her phone call with you, on June 29th, that you did not want the services they offered because you utilize and have your own companies to handle these issues.

I have done quite a bit of research and gathered a good amount of information from Keely (as well as other sources) where there is absolutely no use in treating my property until the main plant, on village managed property is addressed. If you do some research into this plant you will find out that it spreads extremely easily and the only sure way of getting rid of it is to excavate it. This plant works on underground rhizomes so simply treating my property will not work and would be a complete waste of time and money. Additionally, like I stated it has started to cause quite an issue and any portion of the plant that is not disposed of properly will cause the continued spread into the community.

I understand budget dollars have to be allocated in a way that serves the community, but by putting all the expense (not to mention the countless hours myself and my family have spent to prevent the spread) on me to treat a village issue goes beyond being unfair. This doesn't just benefit one parcel owner... Like you stated, there are multiple parcel owners whose properties back up to this issue. Also this isn't a plant that is native, so being by the water has nothing to do with the type of species this is. It will only continue to be an issue as long as it is not taken care of properly.

Thanks,

Alexis Molotky

Office of Myron Molotky
Farmers Insurance
16930 Robbins Rd
Grand Haven, MI 49417-2787
616-377-4200 (Office)
616-607-2042 (Fax)
alexis@molotkyagency.com
http://www.farmersagent.com/mmolotky

On Wed, Jul 27, 2022 at 1:55 PM Christine Burns <christine@springlakevillage.org> wrote:

Good afternoon Alexis,

My apologies for not reaching out sooner. I was out of the office last week and am now trying to play catch up. As I explained to Ottawa County, the Village does not treat areas that are not public facing (i.e. Mill Point Park). In this particular case, even if we did treat Village owned parcels (007 & 009) it would completely ineffective without all of the surrounding property owners agreeing to treat as well. It would simply not be a wise use of public dollars to benefit one property owner. If you are in need of a referral to a company to treat your parcel, I can put you in touch with a
commercial company (Cardno) or a private organization, headed by Leslie Newman, that systematically treats Phragmites and other invasive species in NW Ottawa County.

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I do understand your desire to eradicate these invasives and applaud your efforts to keep them at bay. Being completely surrounded by water, it will always be an issue here in Spring Lake. With limited resources to treat invasives, I would have referred you to Ottawa County for assistance. Since that is where your outreach started, I believe you have a better handle on it than most. I’m sorry I cannot give you the answer you desire but at this time treating these parcels is not part of our strategic plan or budget for 2022/2023.

Fondly,
Ms. Molotky,

Chris said that she has spoken to you by phone. She intends to follow that up with a written communication to restate the prior communication.
She is currently, however, tied up in some employee issues with a deadline. I anticipate that you will received a letter from her later this week.

On Tue, Jul 26, 2022, 2:18 PM Alexis Molotky <alexis@molotkyagency.com> wrote:

Hi Mark!

My name is Alexis Molotky, I live across the street from you at 315 Meridian St. I am wondering if you’re able to assist me with a problem I am having as I am getting zero communication back from Chris Burns, who I was told was the person to help with what I have going on. I have an invasive plant species that has started to take over my yard (my new sod nonetheless) and the main plant is on the protected area behind my property. I had talked with the USDA in the last week of June when I found out what it is, Japanese Knotweed. It apparently spreads extremely easily and not much actually kills it. Ottawa Conservation District told me that the Village of Spring Lake manages the property where the plant is and until that is taken care of there’s not much I can do. Keely from Ottawa Conservation District reached out to the Village and requested I reach out to them directly. I did so the same day, June 29th. I was transferred to Chris’ voicemail and left a message. I called back again on Friday July 1st and was told she was out of the office but I spoke with someone else that said she would be back on Tuesday. I know it gets hectic coming back from a holiday weekend so I waited to call back again until Thursday, July 7th, again leaving another voicemail. I waited another week and called again and now we are coming up on a month of no contact back. I know it may not be an easy solution but I just want some type of communication so I know it isn’t just being ignored. I have spent so many hours trying to manage and prevent the spread of this (3 hrs alone last night). Do you have any suggestions of who I can get some responses and actions from?

Thanks for your time!

Thanks,

Alexis Molotky

Office of Myron Molotky
Farmers Insurance
16930 Robbins Rd
Grand Haven, MI 49417-2787
616-377-4200 (Office)
616-607-2042 (Fax)
alexis@molotkyagency.com
http://www.farmersagent.com/mmolotky
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Wally Delamater, DPW Director

DATE: September 9, 2022

RE: Traffic Control Orders

Background: The Village has authority over highways, streets, roads, alleys, parking areas within its jurisdiction. There may be streets within the jurisdiction that are controlled by others, such as the state highway. Currently the Village has control over 5.332 miles of Major Street and 7.13 miles of Local Streets. Establishing safe streets, the Village is allowed to establish speed limits, stop, yield, and parking restriction by placing regulatory signs. Each regulatory sign requires a Traffic Control Order (TCO). Each TCO must be approved by Council. The Village provides the courts a copy of each TCO to be used for enforcement matters.

"Traffic control order" means an order officially establishing the location of traffic control devices and traffic control signals on the highways of this state by the authority having jurisdiction over such highway and filed with the county clerk of the county traversed by such highway. A certified copy thereof shall be prima facie evidence in all courts of the issuance of such order.

MCL 257.71


It is my understanding that TCO’s have not been used since 2010. I also could not locate the historical file of TCO’s that may have been in place prior to 2002. The existing file did not contain all TCO’s required.

Financial Impact: There should be limited financial impact to update TCO’s. It really is a question of the amount of time to inventory all regulatory signs and then establish TCO’s for all signs that do not currently have a TCO’s.

Recommendation: This is more of an awareness issue than a Council action item. The recommendation would be to locate, inventory, document, and place in the GIS program all regulatory signs in the Village and then seek Council approval for each TCO.

Attachments: Current examples of Village TCO’s.
VILLAGE OF SPRING LAKE
TRAFFIC CONTROL ORDER

Order No. 02-1

Date of Filing: October 28, 2002

In accordance with Ordinance No. 135 adopting the Uniform Traffic Code for Cities, Townships and Villages, as amended, an investigation has been conducted of traffic conditions existing on River Street in the Village of Spring Lake, Ottawa County, Michigan.

As a result of said investigation, it is hereby directed that:

“No Parking” signs be installed on the South side of River Street from the West parking lot of Holmes School to the intersection of Williams Street.

This traffic control order shall expire 90 days from the date of filing, unless approved by Resolution of the Village Council of the Village of Spring Lake, Ottawa County, Michigan.

Traffic Engineer

Date Received for Filing

By: Village Clerk

Approved by Spring Lake Village Council, Date: October 21, 2002
VILLAGE OF SPRING LAKE
TRAFFIC CONTROL ORDER

Order No. 04-3 Date of Filing: October 1, 2004

In accordance with Ordinance No. 135 adopting the Uniform Traffic Code for Cities, Townships and Villages, as amended, an investigation has been conducted of traffic conditions existing on Meridian Street in the Village of Spring Lake, Ottawa County, Michigan.

As a result of said investigation, it is hereby directed that:

Meridian Street from Exchange to Summit be closed from Sept 29, 2004 to June 2005 on Wednesday nights from 4:30 P.M. to 9:00 P.M.

This traffic control order shall expire 90 days from the date of filing, unless approved by Resolution of the Village Council of the Village of Spring Lake, Ottawa County, Michigan.

Traffic Engineer

October 5, 2004
Date Received for Filing

By: Village Clerk

Approved by Spring Lake Village Council, Date: October 4, 2004
VILLAGE OF SPRING LAKE
TRAFFIC CONTROL ORDER

Order No. 10-1

Date of Filing: April 20, 2010

In accordance with Ordinance No. 135 adopting the Uniform Traffic Code for Cities, Townships and Villages, as amended, an investigation has been conducted of traffic conditions existing on Exchange and School Street in the Village of Spring Lake, Ottawa County, Michigan.

As a result of said investigation, it is hereby directed that:

A Yield Sign shall be installed on west bound Exchange Street at the intersection of School Street. “Except When Turning Right”.

This traffic control order shall expire 90 days from the date of filing, unless approved by Resolution of the Village Council of the Village of Spring Lake, Ottawa County, Michigan.

Traffic Engineer

April 20, 2010

Date Received for Filing

By: Maribeth Lawrence
Village Clerk

Approved by Spring Lake Village Council, Date: May 17, 2010
Background: In January 2014, the Village and Spring Lake Country Club (SLCC) entered into an agreement for brush storage. Prior to that time, the Village dumped our brush on a site on 148th Street and had it periodically chipped (that property was sold and is now a subdivision). This arrangement with SLCC has proved useful for a number of years. We have not had to have the brush chipped since entering into the agreement. However, the SLCC site is full and SLCC is bringing in a chipper and the Village is paying ½ the total cost of the chipping.

The Village recently started chipping our own brush and dropping off the chips at Verplank docks (for which we also have an agreement for lawn waste/leaves). It is no longer necessary to haul/store brush at SLCC.

Issues & Questions Specified: Should the Village give SLCC formal notice that we wish to end the agreement? Informal conversations have taken place with Kevin Green and he is OK with terminating the agreement.

Alternatives: Continue to lease the site and pay for ½ the chipping expenses.

Financial Impact: Ending the lease agreement with SLCC will save the Village the cost of the lease as well as the chipping costs.

Recommendation: End the arrangement. Place this item on the consent agenda.

Attachments:

SLCC Lease Agreement
LAND LEASE

This lease (the "Lease"), effective _____________ between Spring Lake Country Club of 17496 N. Fruitport Road, Spring Lake, Michigan ("Lessor") and the VILLAGE OF SPRING LAKE, a Michigan municipal corporation, of 102 West Savidge Street, Spring Lake, Michigan, 49456 (the "Lessee") on the terms and conditions set forth below.

1. **Premises.** Lessor leases to Lessee and Lessee leases from Lessor real property located in Spring Lake Township, Ottawa County, Michigan, commonly known as Spring Lake Country Club and legally described on the attached Exhibit A (the "Premises").

2. **Term.** This Lease shall be for an initial term of Five (5) year(s) commencing with the effective date first stated above. Subsequent years will be agreed upon at the conclusion of the initial agreement.

3. **Compensation.** Upon signature of this lease by all parties, and thereafter during any renewal term on or before the anniversary of the effective date first given above, Lessee must make a single payment of the full annual rent amount, totaling TWO THOUSAND AND 0/100 DOLLARS ($2,000.00) for use of the Premises as a brush, woody debris and snow pile disposal site.

4. **Compensation Alternatives.** Lessor may also approve in-kind services and improvements to real property on Premises by Lessor as an alternative to an annual rent payment from Lessee. In-kind services and site improvements to real property on Premises approved by Lessor include the following:
   A. Periodic snow pile relocation of Spring Lake Country Club Parking Lots to Premises on request by authorized persons appointed by Lessor.
   B. Demolition and removal of identified structures on Lessee Property.
   C. Use of excess woodchips for trail grooming purposes.
   D. Grading and gravel improvements for navigating snow storage and brush piles/woody debris storage areas as approved by Spring Lake Country Club groundskeeper.

5. **Use and Improvements.** The Premises may be used by the Village of Spring Lake Department of Public Works for a brush, woody debris, and snow pile disposal site. Lessee may construct improvements to the Premises consistent with this use, including without limitation parking, gated entry, road improvements and utilities. No uses shall be permitted which will violate any law, municipal ordinance, or regulation. At the expiration of the Lease, title to all structures and leasehold improvements on the Premises shall vest in Lessor.

6. **Covenant of Quiet Enjoyment.** So long as the Lessee is not in default under this Lease, Lessee shall be entitled to quiet possession of the Premises during the term of this Lease.

7. **Taxes.** During the term of this Lease, the Lessor shall pay all real estate taxes and special assessments levied against the Premises.
8. **Casualty Insurance.** During the term of this Lease, the Lessee shall procure fire and extended coverage insurance insuring the Premises, including all leasehold improvements, for their full replacement value. The insurance policy shall show Lessor, any mortgagee of Lessor or the Lessee, with respect to the Premises, and the Lessee as named insured. The insurance policy shall carry an endorsement requiring that Lessor shall be given 30 days written notice prior to any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to Lessor. Lessor and the Lessee and all parties claiming under them mutually waive any right of recovery against each other for any loss occurring to the Premises or as a result of activities conducted on the Premises, which is covered by insurance, regardless of the cause of the damage or loss. Each insurance policy covering the Premises shall contain an endorsement recognizing this mutual release by Lessor and the Lessee and waiving all rights of subrogation by their respective insurers.

9. **Liability Insurance.** Throughout the term of this Lease, the Lessee shall hold harmless and indemnify Lessor against any injury or damage to third parties arising as a result of any act or neglect of the Lessee in or about the Premises. Lessee shall, at the Lessee's cost, procure liability insurance covering Lessor with public liability insurance and property damage insurance with insurance companies licensed to do business in the State of Michigan, in amounts which are recommended in writing by a qualified and experienced insurance agent in the area as optimum coverage for the uses made of the Premises. The insurance policy shall show Lessor, any mortgagee of the Lessor and/or the Lessee, with respect to the Premises, and the Lessee as named insured. The insurance policy shall carry an endorsement requiring that Lessor shall be given 30 days written notice prior to any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to Lessor. Lessor and the Lessee and all parties claiming under them mutually waive any right of recovery against each other for any loss occurring to the Premises or as a result of activities conducted on the Premises, which is covered by insurance, regardless of the cause of the damage or loss. Each insurance policy covering the Premises shall contain an endorsement recognizing this mutual release by Lessor and the Lessee and waiving all rights of subrogation by their respective insurers.

10. **Utilities.** Lessee shall pay when due all bills for water, gas, electricity, and other utilities and services for the Premises during the term of this Lease.

11. **Maintenance by Lessee.** Lessee shall, at its expense, keep the Premises and any improvements on the Premises in good condition and repair. Lessee agrees to operate and keep the Premises in compliance with applicable laws and ordinances.

12. **Damage to Improvements.** In the event of damage to the improvements caused by fire or other casualty, the Lessee shall promptly rebuild the premises to the condition it was in prior to the casualty in accordance with the Plans. The insurance proceeds carried by the Lessee to cover casualty damage to the Premises shall be available for the reconstruction. If the improvements constructed by Lessee on the Premises are rendered un-leasable by fire or other casualty during the term of the Lease to the
extent that the building(s) must be demolished and rebuilt, and the casualty insurance proceeds for the building available for payment by the insurance company and the Premises and insurance proceeds are not subject to any lien, Lessee may, at Lessee's option, to be evidenced by notice given to Lessor within 30 days after the occurrence of the damage or destruction, elect to terminate this Lease as of the date of the damage or destruction. In that event, Lessor shall be entitled to all insurance proceeds for the damage to improvements on the Premises.

13. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the Lessee shall have the right up to the date of the taking to elect to terminate the Lease by giving notice of the termination to Lessor. If notice has not been received by Lessor as of the date of the taking, then the Lease shall be deemed to continue with regard to the portion of the Premises not taken by eminent domain. If the Lessee does elect to terminate the Lease, then the Lessee's obligation to pay rent shall end as of the date of the taking and any amount of rent paid in excess of the amount due shall be returned to the Lessee. In the event that the Lessee does not elect to terminate the Lease, then the Lease shall continue in effect on the terms as stated in this document with the exception that the rent shall be reduced in proportion to the nature, value and extent which the part of the Premises taken by eminent domain bears to the entire Premises. To the extent of any renovation required to the Premises to restore it to use after the taking, the Lessee shall be responsible for undertaking and completing that renovation and paying the cost of the renovation. Each party shall seek its own award for damages for the taking.

14. Signs. Upon Lessor's written approval the Lessee may erect, maintain and remove signs, appropriate to its operations, in or about the Premises as the Lessee may deem necessary or desirable. The signs shall be in compliance with all governmental regulations.

15. Default. This Lease is granted on the condition that if an event of default ("Event of Default") shall occur and then a default ("Default") occurs, this Lease may be terminated. An Event of Default shall occur if there has been: 1) a failure by Lessee to pay, when due, any rent to be paid to Lessor, or to make payment when due of any taxes, assessments, or charges required by the terms of this Lease; 2) a failure by Lessee to obtain any policy of insurance or to pay any insurance premiums required by the terms of this Lease to be paid by Lessee; or 3) a failure by Lessee to comply with any other obligations or provisions of this Lease. Following an Event of Default Lessor may send to Lessee notice of the Event of Default. The notice shall give Lessee 30 days to cure the default. If the Event of Default is not cured during the notice period, then upon the expiration of that notice period of 30 days a Default shall exist.

16. Lessor's Remedies. If a Default as defined above occurs, then Lessor shall at its election, upon or concurrent with the giving of notice to Lessee, have the right to terminate this Lease and enter into and upon and take possession of the Premises, and Lessor may hold and retain the Premises. If Lessor takes possession of the Premises in accordance with this section, Lessor shall be entitled to recover from Lessee all direct damages incurred by Lessor on account of Lessee's default.
17. Assignment and Subletting. The Lessee shall have the right, upon receipt of written approval from Lessor, to assign or transfer any or all of its rights under this Lease. Any assignment or subletting shall not release Lessee from liability without Lessor's prior written approval.

18. Notices. All notices under this Lease shall be in writing and be sent by certified mail addressed to the respective party at the address indicated above or at such other address as the Lessee shall designate in writing. A change in address may be effected by a certified letter sent by either party to the other. Unless Lessor gives notice to the contrary, all payments to Lessor under the terms of this Lease shall be made to Lessor at the address for Lessor first set forth above.

19. Modifications. No modification, alteration, or amendment to this Lease shall be binding unless in writing and signed by both parties to the Lease.

20. Title and Nondisturbance Agreement. Lessor warrants that no lien, exception to title, or encumbrance affects the Premises other than those of record at the Effective Date of this Lease.

21. Whole Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representations, inducement or condition not set forth in this Agreement has been made or relied upon by either party.

22. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in Ottawa County, Michigan.

23. Effective Date. The parties have signed this Agreement in duplicate and it shall be effective as of the day and year first above written.
LESSOR
Spring Lake Country Club

By: /s/__________________________

LESSEE
VILLAGE OF SPRING LAKE, a Michigan Municipal Corporation

By: /s/__________________________
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Wally Delamater, DPW Director

DATE: September 9, 2022

RE: Auger Purchase

**Background:** The DPW plants 50 or more trees per year in order to meet our requirement for Tree City Status. Most of the trees planted are ball-and-burlap which requires a 3’ wide x 20” deep hole. All tree planted are on public property and primarily in the street right-of-way (ROW). Many of the planting locations are in areas where a tree originally was located and all that is left is a subsurface stump and roots. Makes hand digging a real joy.

We have attempted several applications to shorten the time and effort to dig each hole for planting, (hand digging, backhoe, vacuum). Each application was very time-consuming averaging 20 to 30 minutes per hole. (Time and number of trees) 2,520 minutes or 42 hours to dig the holes. This year our intent is to plant 84 trees.

Last year, on the advice of a southern Michigan nursery owner, we rented a 36” auger that was adaptable to our frontend loader. The time to dig went from an average of 30 minutes to less than 5 minutes.

**Issues & Questions Specified:** Should the Village purchase an auger instead of renting each fall. Renting may not always be an option as it’s based on a first-come, first-serve and the auger may not be available when the Village is ready to plant.

**Alternatives:** Return to hand digging or using backhoe. The goal this year is to plant 84 trees. Using known time per hole to hand dig means spending 2,520 minutes or 42 hours. Deploying an auger using and our loader 410 minutes or 6.8 hours.

**Financial Impact:** The DPW rented the auger twice in the past year at a rate of $1,200 to $1,600 per week. The most recent purchase quote is $7,045. At an average labor cost of $35.00/hours we will reduce an anticipated labor cost from $1,470 to $238.

This proposed purchase was not budgeted for in the 2022/2023 budget.

**Recommendation:** Recommend to Village Council a 2022/2023 budget amendment to allow purchase of the auger and provide the Manager the authorization to execute Purchase Order 2022-SLV-PO-050 with McCann Industries Inc. in the amount $7,045.00.

**Attachments:** Purchase Order and quote.
**Vendor:**
Name: McCann Industries Inc. (Corporate Office)
Address: 543 South Rohlwing Road
City: Addison, IL 60101
Phone: 630-627-0000 Email:

**PO Number:** 2022-SLV-PO-050
**PO Date:** 8/23/2022

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<td></td>
<td>See Attached McCann Quotation</td>
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**Total** $7,045.00

**Ship To:**
Spring Lake DPW
110 S. Buchanan St.
Spring Lake, MI 49456

**Bill To:**
Spring Lake Village
102 W. Savidge St.
Spring Lake, MI 49456
Phone: 616-842-1393
Fax: 616-847-1393

**Terms and Conditions:**

**Manager**

*date*

**Print Name**

*Thank you*
# Sales Quotation

**Prepared For:** Village of Spring Lake  
102 West Savidge Street  
Spring Lake, MI 49456  
Bob Richardson  
**Date:** 12/10/21  
**Valid Through:** 12/31/22

<table>
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<tr>
<th>Description</th>
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<tr>
<td>Auger – Skid Steer Coupler</td>
<td>3,695.00</td>
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<tr>
<td>12” Auger Bit</td>
<td>620.00</td>
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<td>1,015.00</td>
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<tr>
<td>36” Auger Bit</td>
<td>1,715.00</td>
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**Total Purchase:** 7,045.00

---

**Trade Allowance**

**Total Trade Allowance:**

---

**Total Purchase:** 7,045.00  
**Total Trade Allowance:** Exempt  
**Michigan Sales Tax (6%):**  
**Net Cost:** 7,045.00

**Sales Terms:**
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Wally Delamater, DPW Director
DATE: September 9, 2022
RE: Crosswalk Painting

Background: The DPW has been creating an inventory of all the crosswalk painting. Parking lines and crosswalks have changed over the years and accurate records have not been maintained. Currently we have at least four types of crosswalks. Each style has a different visual impact. I would like to standardize the type of crosswalk we will be painting.

The traffic engineer (Pete LaMourie) was also consulted for a general opinion. Our best example of a current standard is what was recently placed on Savidge. Low volume crossings do not need a high visibility crossing but a major street (safe route) crossing may need more than two lines.

Issues & Questions Specified: What crosswalk design does Council prefer?

Alternatives: Do not standardize the crosswalk striping and repaint crosswalks with whatever design is currently used at that particular intersection. This makes bidding out the repainting very time consuming and more expensive than necessary.

Financial Impact: I do not have a cost for each specific crosswalk, but I can have one before the next Council meeting.

Recommendation:
- Two lines with a stop bar on low volume, local streets
- Continental (ladder) type markings for high volume major streets.
- Safe route crossing will also use the crosswalk ahead signs. This was based the recommendation of the traffic engineer.

Attachments:
Crosswalk options
Chris;
We’d be happy to assist. I’ll email you a timeline and budget for the “wonky” intersection and bike lane efforts by early next week. As for the pedestrian crossings I can give you input now.

As you know consistency with any type of traffic control is important so I like where you and Wally are going with this. We suggest you try to implement/retain the use of the “continental” (or ladder) type crosswalk markings (your “piano keys”) whenever possible. The continental design is simpler to install (than the diagonal) and stands up to traffic wear better. The old standard simple transverse line design just doesn’t give the level of driver recognition as the more current heavier designs do. The diagonal (zebra) design also provides good recognition, but can be more difficult to place. However, for higher ped/bike volume crossings on a higher speed/volume street (bike path crossing at Fruitport Rd) the diagonal is still the best bet.

Hope that helps – let me know if you or Wally have any questions on that topic, or need a more in-depth discussion on same.

Pete

Peter C. LaMourie, P.E. PTOE
Senior Transportation Engineer
lamourie@progressiveae.com
cell 616.914.2393
office 616.361-2664
progressiveae.com

Pete,

I’m not sure what I’m going to do when you retire/retire, but I hope that doesn’t happen before I call it quits!

I’m in need of quote for some traffic investigation along Lake Street.

We have a wonky intersection at Lake/Grandview/Leonard that Wally thinks is an accident waiting to happen (I don’t disagree). We would like you to take a look at it and offer recommendations.
We have also received a request for a bike lane on S. Lake Street. It seemingly has a lot of width, but would need you to tell us if that is a good idea or even possible.

Lastly, we have like 6 different crosswalk hatching throughout the Village (these are just a couple of examples) that is messing with Wally’s OCD. He would like to standardize the striping (and hopefully save some money). Is that something that you can weigh in on pretty quickly? We’re not sure if there was any logic in how the decisions were made in the past or if it was just totally random. Wally is getting ready to get quotes on striping and was hoping you could tell us if there is a “standard”? 
Diagonal bar

Diagonal w/stop bar

Piano keys w/no stop bar (trail crossing)

Diagonal (trail crossing)

Thanks!

Chris
**Standard:** Assume 24’ wide
6” line width?
12” line width?

Assume 6’ wide 24’ long
Standard: 6” $?
12” $?
12” wide line/bars on the other three. $?
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Christine Burns, Village Manager

DATE: September 9, 2022

RE: Traffic Study – S. Lake/Leonard/Grandview

**Background:** The intersection of S. Lake/Leonard/Grandview has long been the source of angst amongst staff members, especially at the start of each school year. This year is no different. The intersection is tricky on a good day and becomes much more complicated with buses, pedestrian traffic and impatient motorists. Recently, residents have taken it upon themselves to move pedestrian crossing signs from Exchange Street and place them at the intersection, thereby creating even more confusion.
Staff would like to obtain the opinion of our traffic engineer on ways to make the intersection safer and more pedestrian friendly.

**Issues & Questions Specified:** Should the Village hire Pete LaMourie, from Progressive AE, for an amount not to exceed $5,200 to perform a traffic study at the above-mentioned intersection?

**Alternatives:** Do nothing.

**Financial Impact:** $4,500 - $5,200 for the traffic study and then any associated costs to implement recommendations, which is TBD.

**Recommendation:** Authorize Pete LaMourie to perform a traffic study at the above-mentioned intersection. Place this item on the consent agenda.

**Attachments:**

Proposal from Progressive AE
Chris;
Our input/scope on the other two items below.

- **S. Lake/Grandview/Leonard**
  The substandard geometry creates safety concerns and confusion as to right-of-way for turning vehicles despite existing control signs (I’ve experienced this myself). I’d suggest the following now that school is back in session.
  - Collect morning and afternoon peak-hour turning movement counts so we can have specific traffic volume data to work with
  - Complete level of service analyses
  - Review past 5 years of crash data
  - Develop a tiered set of alternative improvements that could include: simple pavement marking/sign adjustments, minimal roadway/curb line revisions, more significant reconstruction such as a small single lane roundabout. Concepts shown on aerial based photo(s).
  - Brief letter report summarizing above (if desired)
  - Cost for doing the above would be in the $4,500-5,200 range. Happy to add a meeting or two but not included in this budget.
  - Would have these tasks completed within 6 weeks of written authorization.

- **S. Lake Bike Lane**
  We are very supportive of bike lanes/multi-modal improvements where such facilities can be fit/placed in a safe manner. Typically bike lanes provide a connection to other such existing lanes or adjacent paths, or if there is a long range plan to develop/extend the lane. And bike lanes are almost always done in pairs (both sides of the road). Two questions:
  - Are there plans to provide additional lanes or paths past either endpoint of S. Lake in the future?
  - Is the Village and/or the residents on S. Lake willing to eliminate the existing parallel parking on the east side of S. Lake? Note that S. Lake is not wide enough to safely accommodate both parallel parking and bike lanes.
  Answers to those questions will indicate if we should propose to complete any analyses or efforts related to the requested bike lane.

Let me know if you have any questions. I can put the above S. Lake/Grandview information in a more formal proposal if you wish.

Thanks,
Pete
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Christine Burns, Village Manager
DATE: September 9, 2022
RE: S. Lake Street Bike Lane

**Background:** On June 3, 2022 Erik Nordman (320 Mark Street) requested that the Village create a bike lane on S. Lake Street. The Street Administrator prefers to obtain a traffic engineer’s perspective before wantonly painting new stripes for a bike lane on a major street.

**Issues & Questions Specified:** Is the Village interested in eliminating on-street parking on S. Lake Street in favor of a bike lane? Should the Village hire Pete LaMourie, from Progressive AE, to perform a traffic study at the above-mentioned intersection?

**Alternatives:** Leave as is.

**Financial Impact:** The traffic study cost is unknown at this time. Council needs to determine if they wish to eliminate the on-street parking before seeking a proposal.

**Recommendation:** Council discretion.

**Attachments:**

Email from Pete LaMourie.
Email from Erik Norman
Hi Chris & Wally,

Could one of you follow up with Erik with his request?

Thanks,
Tyra

-----Original Message-----
From: no-reply@springlakevillage.org <no-reply@springlakevillage.org>
Sent: Friday, June 3, 2022 12:09 PM
To: Communications <communications@springlakevillage.org>
Subject: New Contact Form Submission

Name  
Erik Nordman

Email  
nordmane@gvsu.edu <mailto:nordmane@gvsu.edu>

Subject  
Bike lane on Lake Ave

Message  
Good afternoon,

I would like to suggest that the village create a protected bike lane on Lake Avenue. Currently, there is basically an entire car-width lane that is dedicated to on-street parking for cars. However, these parking spots are rarely used. All of the houses on Lake Ave. have driveways to store private vehicles. There is no reason to publicly subsidize private vehicle storage with dedicated on-street parking. That street space would be better used for bike traffic. The village and township have fantastic bike paths on the north and south sides. However, there is no bike path connecting them through the village. Bikers are either forced to share the road with cars (which are often traveling well above the posted 25 mph speed limit) or share the sidewalk with pedestrians, children in strollers, dog walkers, etc. A dedicated bike lane would enable more people to safely ride in the village.

Thanks for considering this request.

Best regards
Erik Nordman
Chris;

Our input/scope on the other two items below.

- **S. Lake/Grandview/Leonard**
  The substandard geometry creates safety concerns and confusion as to right-of-way for turning vehicles despite existing control signs (I’ve experienced this myself). I’d suggest the following now that school is back in session.
  - Collect morning and afternoon peak-hour turning movement counts so we can have specific traffic volume data to work with
  - Complete level of service analyses
  - Review past 5 years of crash data
  - Develop a tiered set of alternative improvements that could include: simple pavement marking/sign adjustments, minimal roadway/curb line revisions, more significant reconstruction such as a small single lane roundabout. Concepts shown on aerial based photo(s).
  - Brief letter report summarizing above (if desired)
  - Cost for doing the above would be in the $4,500-5,200 range. Happy to add a meeting or two but not included in this budget.
  - Would have these tasks completed within 6 weeks of written authorization.

- **S. Lake Bike Lane**
  We are very supportive of bike lanes/multi-modal improvements where such facilities can be fit/placed in a safe manner. Typically bike lanes provide a connection to other such existing lanes or adjacent paths, or if there is a long range plan to develop/extend the lane. And bike lanes are almost always done in pairs (both sides of the road). Two questions:
  - Are there plans to provide additional lanes or paths past either endpoint of S. Lake in the future?
  - Is the Village and/or the residents on S. Lake willing to eliminate the existing parallel parking on the east side of S. Lake? Note that S. Lake is not wide enough to safely accommodate both parallel parking and bike lanes.

Answers to those questions will indicate if we should propose to complete any analyses or efforts related to the requested bike lane.

Let me know if you have any questions. I can put the above S. Lake/Grandview information in a more formal proposal if you wish.

Thanks,

Pete
**Background:** Back in 2020, the Village solicited proposals for the sale of property located at 106 S. Buchanan. One proposal was received from Geerlings Development for an amount of $100,000 to construct a multi-family housing development on the site. As time lapsed, it became apparent that the developer was no longer interested in the property and new RFPs were issued.

On July 15, 2022 Request for Proposals (RFPs) were again released and two RFPs were received prior to the deadline of September 1, 2022.

The proposals were reviewed by Senior Planner Rory Thibault and his analysis is attached. On September 8, 2022 the DDA reviewed the proposals and concurred with Mr. Thibault’s assessment.

<table>
<thead>
<tr>
<th></th>
<th>Winsor Place PS Equities, Inc.</th>
<th>Veneklasen-Weber Development Concept One</th>
<th>Veneklasen-Weber Development Concept Two</th>
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<td>Construction timeline</td>
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<td>8-10 months</td>
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**Apartment Size**

- **Studio:** 361
- **1 BR:** 560-570
- **2 BR:** 770
- **Townhome:** 1120

**Notes:**

- **1 BR:** 600-670
- **2 BR:** 800-1000
- **Townhome:** 1680
**Issues & Questions Specified:** Should Council accept one of the two proposals?

**Alternatives:**

Do nothing and allow the gravel lot to remain “overflow” parking for the downtown. If this alternative was the most attractive option, staff would encourage investment into the lot to improve its appearance. Funding for lot improvements would need to come from the DDA’s coffers. The DDA still supports the redevelopment of the site.

Accept one of the two proposals and instruct staff to work with legal Counsel to draft an agreement with the selected developer. This option places the parcel back on the tax roll and increases population (and therefore revenue sharing dollars) within the Village.

**Financial Impact:** Varies based on the option selected.

**Recommendation:** Select one of the two proposals submitted.

**Attachments:**

Veneklasen-Weber Development
Winsor Place Development (PS Equities, Inc.)
Email from Rory Thibault, Senior Planner
Good afternoon Chris,

Please see attached for my edited RFP comparison sheet.
It is my opinion that the PS Equities proposal better meets the requirements of the 106 S. Buchanan RFP because;

- The proposed purchase price of the property is $25,000 greater ↑ than the V-W proposal
- Goal 8 of the Village Master Plan encourages a mix of housing types for a wider range of incomes
  - A wider range of units are proposed, with smaller unit sizes in the PS proposal
  - Smaller unit sizes are more prone to be more affordable, even if targeted at “market-rate”
    - Attached is the current MSHDA AMI calculations
- A wider range of uses for the commercial portion is proposed
  - The PS proposal indicates a mix of retail and office space as opposed to solely retail in the V-W proposal
- The Design-Bid-Build structure of PS (as opposed to Design-Build) provides more oversight opportunity for the Village, and typically more creativity on the architect’s.
- X-Factor: While nonpermanent elements (i.e. art) at this stage should not necessarily weigh into the decision-making – it does illustrate an attention to detail and desire to have the context and character of the Village inform design decisions, which is important for any new infill development.

To note: both developments are expecting to apply for the PA 255 tax abatement on commercial property.
Please let me know if you have any questions.
Sincerely,

---

Christine Burns

From: Christine Burns <christine@springlakevillage.org>
Sent: Wednesday, September 7, 2022 3:15 PM
To: Rory Thibault <rthibault@ght.org>; Cassandra Hoisington <choisington@ght.org>; Ryan Kilpatrick <ryank@housingnext.org>
Subject: 106 S. Buchanan

Gang,
Thank you for agreeing to review these proposals and give me your thoughts. Please feel free to fill in any gaps on the RFP comparison spreadsheet; you won’t hurt my feelings one bit.

These proposals will go to Council on Friday afternoon (sorry for the short turn around) for discussion at their work session on Monday at 7:00 p.m. The vote will take place on September 19th at their regular Council Meeting.

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
**Unit Mix**

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**Footprint**

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**Parking**

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<th>Ratio</th>
<th>Spaces Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Townhouses</td>
<td>1.5 spaces</td>
<td>8</td>
</tr>
<tr>
<td>Commercial</td>
<td>1 space/200 gsf</td>
<td>25</td>
</tr>
<tr>
<td>Res. over comm.</td>
<td>1.2 spaces</td>
<td>24</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>57</td>
</tr>
<tr>
<td>Total Provided</td>
<td></td>
<td>58</td>
</tr>
</tbody>
</table>
CONCEPT PLAN - FLOORS 2 & 3

Footprint

<table>
<thead>
<tr>
<th>Floor</th>
<th>Res. Lobby (SF)</th>
<th>Commercial (SF)</th>
<th>BLDG Footprint (SF)</th>
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<tbody>
<tr>
<td>1</td>
<td>125</td>
<td>3600</td>
<td>3725</td>
</tr>
<tr>
<td>2</td>
<td>0</td>
<td>3600</td>
<td>3600</td>
</tr>
<tr>
<td>3</td>
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<td>3600</td>
<td>3600</td>
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<tr>
<td>Total</td>
<td>125</td>
<td>3600</td>
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Parking

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<tr>
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<th>Rate</th>
<th>Spaces Required</th>
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<td>Residential</td>
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<tr>
<td>Commercial</td>
<td>1 space/ 200 gsf</td>
<td>18</td>
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<tr>
<td>Total Req'd</td>
<td></td>
<td>60</td>
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<tr>
<td>Total Provided</td>
<td></td>
<td>61</td>
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Unit Mix

<table>
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<tr>
<th>Floor</th>
<th>Studio (480-530 SF)</th>
<th>1 BR (600 - 670 SF)</th>
<th>2 BR (660 SF)</th>
<th>2 BR (800 - 1000 SF)</th>
<th>Unit Total</th>
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<tbody>
<tr>
<td>1</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>0</td>
<td>5</td>
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<tr>
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<td>2</td>
<td>0</td>
<td>5</td>
<td>0</td>
<td>15</td>
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<tr>
<td>3</td>
<td>0</td>
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<td>5</td>
<td>0</td>
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<tr>
<td>Total</td>
<td>4</td>
<td>16</td>
<td>5</td>
<td>10</td>
<td>35</td>
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ADJACENT ZONING:
- SINGLE FAMILY RESIDENTIAL
- COMMUNITY COMMERCIAL
- CENTRAL BUSINESS DISTRICT

PROJECT MATRIX

<table>
<thead>
<tr>
<th></th>
<th>STUDIO</th>
<th>ONE BR</th>
<th>TWO BR</th>
<th>TOWNHOUSE</th>
<th>TOTAL</th>
<th>AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST FLOOR</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>7</td>
<td>10,610 SF</td>
</tr>
<tr>
<td>SECOND FLOOR</td>
<td>7</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>14</td>
<td>14,500 SF</td>
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<tr>
<td>THIRD FLOOR</td>
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<td>19</td>
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<td>TOTAL</td>
<td>13</td>
<td>18</td>
<td>2</td>
<td>7</td>
<td>40</td>
<td>39,610 SF</td>
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</table>

WINSOR PLACE APARTMENTS
106 BUCHANAN ST, SPRING LAKE, MI
8/26/2022
Background: In 2016, the Village received a large donation from the Doss family to complete upgrades at Central Park. With that donation came the naming rights of the park. The sign over Rotary Drive was made of wood and disintegrated, circa 2017. The sign wasn’t replaced; since the Village DDA has been working on new wayfinding signage for the past 2+ years, staff did not feel it was prudent to move forward with new signage until the wayfinding design was complete and bids were solicited. We are now at the point where it’s time to make the name change official. After checking with Megan Doss, the family would like the name to be simply North Bank Park with no reference to Kay Doss. This minor deviation was contemplated by the P&R Board with a recommendation of honoring the wishes of the Doss Family.

Issues & Questions Specified:

Should the arch over Rotary Drive read “East Village & North Bank Park” or just “North Bank Park”? The P&R Board felt that combining East Village with North Bank Park was confusing and unnecessary. Banners on either side of the arch annotating “East Village” would be an option, if Council felt it necessary to name the development.

Should the Village have a renaming ceremony or do something a bit quieter?

Alternatives: Do not honor the naming rights. This would undoubtedly burn some bridges that are best left intact.

Financial Impact: TBD. The arch over Rotary Drive is located within the DDA and the cost to replace the signage will be paid for from their funding. The other park signage will be covered by the General Fund.

Recommendation: Approve the request from the Doss Family to rename the park “North Bank Park” and place this item on the consent agenda.

Attachments:
Council Minutes from 05/16/16.
Original signage

After signage was removed, but prior to painting.
Rotary Drive archway after painting (2021)
1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Present: Doss, MacLachlan, Miller, Nauta, Powers, Tepastte, Van Strate.

Absent: None

4. Approval of the Agenda

Motion by Nauta, second from Miller, to approve the agenda as presented.

Yes: 7 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 57769-57840) in the amount of $153,615.50.

B. Approved the minutes for the April 18, 2016 regular Council meeting.

C. Approved a motion to appoint Ben VanHoeven as the Street Administrator.

D. Approved a waiver to the Personnel Policy, Section 6.15, to allow staff members to carry over vacation time until 09/05/16.

E. Approved Budget Amendments as proposed by Village Clerk/Treasurer Marvin Hinga.

F. Approved a motion to set the public hearing for the adoption of the Fiscal Year 2016/2017 budget for June 13, 2016.

G. Approved the proposed fee schedule for Fiscal Year 2016/2017.
H. Approved the placement of delinquent water/sewer bills on to the Summer taxes.

<table>
<thead>
<tr>
<th>Address</th>
<th>Account Number</th>
<th>Parcel #</th>
<th>Delinquent Water</th>
<th>Late Fee Water</th>
<th>Water Total</th>
<th>Delinquent Sewer</th>
<th>Late Fee Sewer</th>
<th>Sewer Total</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>120 S. Lake</td>
<td>LAK2-000120-0000-04</td>
<td>70-03-14-375-103</td>
<td>$26.16</td>
<td>$2.62</td>
<td>$28.78</td>
<td>$33.16</td>
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<td>116 Liberty</td>
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<td>70-03-15-377-002</td>
<td>$19.96</td>
<td>$1.99</td>
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<td>$29.44</td>
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<td>$54.34</td>
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<tr>
<td>318 Rachael's Way</td>
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<td>70-03-15-471-002</td>
<td>$209.13</td>
<td>$27.56</td>
<td>$236.69</td>
<td>$223.97</td>
<td>$52.07</td>
<td>$276.04</td>
<td>$512.73</td>
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<td>326 Rachael's Way</td>
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<td>$773.79</td>
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<td>$783.89</td>
<td>$1,000.94</td>
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<td>$1,019.09</td>
<td>$1,802.98</td>
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<tr>
<td>217 South</td>
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<td>70-03-22-201-016</td>
<td>$4.67</td>
<td>$1.70</td>
<td>$6.37</td>
<td>$7.04</td>
<td>$2.56</td>
<td>$9.60</td>
<td>$15.97</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$1,033.71</td>
<td>$43.97</td>
<td>$1,077.68</td>
<td>$1,294.55</td>
<td>$79.65</td>
<td>$1,374.20</td>
<td>$2,451.88</td>
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</tbody>
</table>

Motion by TePastte, second from Doss, to approve the Consent Agenda.

Yes: 7  No: 0

6. General Business

A. Adoption of Ordinance 344

Subject: Ordinance No. 344 is an ordinance to adopt the Fifth Amendment to the Restated and Amended Spring Lake Downtown Development Authority Development Plan and Tax Increment Financing Plan.

President MacLachlan introduced this item and asked for a motion and if there was any discussion. There was no discussion.

Motion by Van Strate, second from Nauta, to approve the adoption of Ordinance No. 344, an ordinance to adopt the Fifth Amendment to the Restated and Amended Spring Lake Downtown Development Authority Development Plan and Tax Increment Financing Plan.

Yes: 7  No: 0

B. Adoption of Ordinance 345

Subject: Ordinance No. 345 is an ordinance to amend the Village of Spring Lake Zoning Ordinance adopted by the Village of Spring Lake, Ottawa County Michigan to amend Section 3.16 of Chapter 3 of the Zoning Ordinance concerning roof pitch of single-family dwellings.

President MacLachlan introduced this item and asked for a motion and if there was any discussion. There was no discussion.

Motion by Nauta, second from Doss, to approve the adoption of Ordinance
No. 345 an ordinance to amend the Village of Spring Lake Zoning Ordinance adopted by the Village of Spring Lake, Ottawa County Michigan to amend Section 3.16 of Chapter 3 of the Zoning Ordinance concerning roof pitch of single-family dwellings.

Yes: 7          No: 0

C. Naming Rights for Central Park

**Subject:** With a donation of $100,000 to the Central Park Capital Campaign came naming rights. Council Member Megan Doss secured a $100,000 donation and has been working with the donor on potential names.

President MacLachlan introduced this item and Manager Burns gave a brief overview and turned the item over to Council Member Doss.

Doss said that after many conversations with her Father-in-Law, Jim Doss, and brainstorming with Holly Johnson, from the Community Foundation, they have decided on "The Kay Doss North Bank Park".

Nauta asked how much flack everyone thought they would take for changing the name of Central Park. Burns said that Central Park was not centrally located and that Grand Haven had a Central Park that was centrally located so an argument could be make that it was time to make a change just on the fact of the location and a duplicate name. Burns also said that people have a problem with just about anything but, due to the size of the donation, she felt it warranted the change. TePastte asked about the Central Park sign over the entrance to the park. Burns said that the sign was made in four sections so the sections could be removed and replaced without too much disruption to the structure, but at this point, she was not sure if it would be done by the ribbon cutting ceremony.

Motion by Nauta, second from TePastte, to approve re-naming Central Park "Kay Doss North Bank Park".

Yes: 7          No: 0

D. North Bank Communities Fund Grant Award

**Subject:** The Village was recently notified that the Village is the recipient of a grant from the North Bank Communities Fund for $2,750 for Whistle Stop Playground. It was necessary to execute the grant agreement to receive the funding.

President MacLachlan introduced this item and Manager Burns explained
that this grant would get the total of donations that much closer to the $50,000 mark needed for the $50,000 Crowdfunding match.

Motion by Doss, second from Nauta, to approve the grant agreement from the North Bank Communities Fund for $2,750 for Whistle Stop Playground.

Yes: 7  No:  0

E. Bid Award for Wetland Mitigation

Subject: On May 10, 2016 Prein & Newhof opened bids for the Grand River Greenway wetland mitigation.

President MacLachlan introduced this item. Manager Burns explained that they had received only one bid even though it was advertised in several places. Burns said the good news was that the bid that was received was from Accurate Excavators which was the low bidder for Central Park construction project so the Village was familiar with them and they did good work. Burns said the goal was to have this work done before the Heritage Festival.

Motion by Nauta, second from Miller, to award the construction bid to Accurate Excavators in the amount of $28,325.00 for the Grand River Greenway wetland mitigation.

Yes: 7  No:  0

F. Spring Lake Heritage Festival Schedule of Events

Subject: Steve VanBelkum was supposed to be in attendance to discuss the events scheduled for the 2016 festival. Per State Law, Council must approve their Fireworks permit. An application/permit & proof of insurance (naming the Village as Additional Insured) has been received from the SLHF for fireworks in June.

President MacLachlan introduced this item and Manager Burns explained that Mr. VanBelkum was not in attendance after all but that they did have their paperwork all in order and it was imperative that this be approved now or it would negatively affect the Heritage Festival because there would not be another meeting before the Festival.

Motion by Nauta, second from Doss, to approve the request from the Spring Lake Heritage Festival for permission to use Mill Point Park & Central Park from June 11-19, 2016 and to approve a Fireworks Permit.
Yes: 7 No: 0

7. Department Reports
   A. Village Manager
      Manager Burns reminded Council of the Budget Work Session on June 13th at 7:00 p.m. at Village Hall and then the Council Meeting immediately following at 8:00 p.m. at Barber School where a public hearing will be held to adopt the 2016/2017 Budget.

   B. Clerk/Treasurer/Finance Director
   C. OCSO
   D. Fire
   E. 911
   F. DPW
   G. Water
   H. Sewer
   I. Minutes from Various Board & Committees
      1. Parks & Recreation
      2. Planning Commission

8. Old Business and Reports by the Village Council

Street Light on South Street

Subject: The street light near 224 South Street (Jack Farmer’s residence) was removed by Consumers Energy sometime over the course of the last year. Council had discussions during the budget process on whether or not to reinstall the light. Based on a Council Member’s observation, this issue was placed on the agenda for consideration. Prior to the Council Meeting, please drive down South Street (between Meridian and Prospect) when it’s dark so that this item can be reconsidered.

President MacLachlan introduced this item and asked Council if they had checked out South Street and what their thoughts were regarding the street light. Council agreed that South Street was very dark but that neighbors should be canvassed for their opinion before the money was spent to reinstall the street light.

Motion by Doss, second from Van Strate, to approve reinstalling the street light near 224 South Street per the request of Mr. Jack Farmer provided the majority of neighbors were also in favor.

   Yes: 7 No: 0

Powers asked what was being done with the house at 213 South Street. Burns reported that last week they had received Court approval to enter the house so she, Building inspector Greg Mason, Fire Chief Brian Sipe, Planners Lukas Hill
and Jennifer Howland and Sgt. Kik entered the house and, although the house needed a lot of work, it was structurally sound so the Village was contracting to have the house painted and reroofed and then the cost of that work would be put on the home owners Village taxes.

9. **New Business and Reports by Village Council**

   No new business at this time.

10. **Status Report: Village Attorney**

    No report from the Village Attorney at this time.

11. **Statement of Citizens**

    No statements of Citizens at this time.

12. **Adjournment**

    Motion by Van Strate, second from Doss, Village Council adjourned the meeting at 7:31 p.m.

    Yes: 7  No: 0

______________________________
James MacLachlan, Village President

______________________________
Maryann Fonkert, Deputy Clerk
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Christine Burns, Village Manager
DATE: September 9, 2022
RE: GHACF Fund Request – Art in the Park

Background: The Village established this fund at the Grand Haven Area Community Foundation back in 2018 to hold funds donated for the Art in the Park projects. To date, we have completed the following projects:

<table>
<thead>
<tr>
<th>Public</th>
<th>Private</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verplank Sculpture</td>
<td>Barrett Boat Works Mural</td>
</tr>
<tr>
<td>Plantenga’s Mural</td>
<td>Brooklyn Bagels Mural</td>
</tr>
<tr>
<td>Seven Steps Up Mural</td>
<td>Spring Lake Fine Wine &amp; Spirits Mural</td>
</tr>
<tr>
<td>Central Park Mural</td>
<td></td>
</tr>
<tr>
<td>Tanglefoot Park Mural</td>
<td></td>
</tr>
<tr>
<td>Cruise &amp; Travel Mural</td>
<td></td>
</tr>
</tbody>
</table>

Issues & Questions Specified: Should the Village request $45,000 in funds from the account? We do not wish to close out the fund, as we are hoping to have additional capital campaigns to complete more projects in the future.

Alternatives: Do not request $45,000 and do not complete the 3 projects listed below:

Financial Impact:

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<th>Art in the Park</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donated to GHACF</td>
</tr>
<tr>
<td>Collected at SLVH</td>
</tr>
<tr>
<td>Subtotal</td>
</tr>
<tr>
<td>Expenditures to Date</td>
</tr>
<tr>
<td>Revenues Remaining</td>
</tr>
</tbody>
</table>

Anticipated Future Expenditures

| North Side of Pump House | 5,000.00                |
| Sculpture Installation (Rhem) | 3,000.00            |
| Sculpture Installation (Doss)  | 3,000.00             |
| Remaining Balance        | $1,548.73               |
**Recommendation:** Place this item on the consent agenda and request $45,000 in funds from the account.

**Attachments:**

Revenue/expenditure report for all projects
GHACF Fund Statement
Grant Request
### SUMMARY OF ACTIVITY

<table>
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<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
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<tr>
<td>Gifts to Fund</td>
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<tr>
<td>Total Gifts to Fund</td>
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<tr>
<td>Investment Activity</td>
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<td>Interest and Dividends</td>
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<td>Realized Gains (Losses)</td>
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<td>Unrealized Gains (Losses)</td>
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<td>Administrative Fees</td>
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<td>Total DISBURSEMENTS</td>
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</tr>
<tr>
<td>Ending Balance</td>
<td>46,105.88</td>
</tr>
</tbody>
</table>
Date 09/20/22

Lauren Grevel, Grants and Program Officer  
Grand Haven Area Community Foundation  
One South Harbor Drive  
Grand Haven, MI 49417

Dear Lauren:

Please let this letter serve as our recommendation for a grant in the amount of $45,000 from the Art in the Park Fund.

The grant will be used to support art installation in the Village of Spring Lake. This project is in accordance with our Fund Agreement with the Grand Haven Area Community Foundation.

Attached is a copy of the Minutes approving this action from the meeting of the Board of Directors held on September 19, 2022.

Sincerely,

_____________________________  ______________________________
Executive Director              Board Chair  

_____________________________
Treasurer
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Christine Burns, Village Manager
DATE: September 9, 2022
RE: You Make The Difference Awards

Background: Gary & Michelle Hanks have served the Spring Lake and surrounding communities with passion and joy for two decades. As they enter the next chapter in their lives and close their music venue, it would be only fitting to present them both with YMTD awards.

Issues & Questions Specified: Should the Village Council present the Hanks’ with awards?

 Alternatives: Do nothing (not an option in my opinion).

 Financial Impact: None.

 Recommendation: Place this item on the regular agenda for 09/18/22.

 Attachments: None.
Background: Each November, Council appoints members to various Boards & Committees. Mr. Luke DeSmet has served on the ZBA since 2018. His term technically expired in November 2021 and the appointment was overlooked. Mr. DeSmet would prefer to serve and the Parks & Recreation Board. Due to the recent resignation of Dan O’Keefe, there is currently a vacancy on Parks & Recreation/Tree Board.

With the recent resignations of Gary & Michelle Hanks from the DDA, vacancies were created. Three applications were received with Patrick Roggenbau appointed to one vacant seat back in August. The DDA Board recommends the appointment of Amanda Pauli to the remaining vacant seat, with a term expiring in 2025.

Issues & Questions Specified:

Should Council appoint Luke DeSmet to the Parks & Recreation Board, with a term expiring in 2023?

Should Council appoint Amanda Pauli to the DDA, with a term expiring in 2025?

Alternatives: Do not make the appointments and wait until November. Doing so potentially creates some challenges when it comes to meeting quorums.

Financial Impact: None.

Recommendation: Place this item on the Consent Agenda.

Attachments:

DeSmet Application & Resume
Pauli Application & Resume
Board and Commission Application

Name: Luke DeSmets
Telephone: 231-343-9001

Address: 317 Mark St.
Date: 8-7-18

Email Address: Luke.r.desmet@gmail.com

Years as a Village Resident: 1
Occupation: Environmental Engineer

Background/Interests: Wildlife, gardening, business, sailing, hunt/fish, golf, storm water, recycling, trees, planning, video games, music, art.

Please check the board(s) or commission(s) that you would be willing to serve on:

☑ Village Council
☑ Planning Commission
☑ Zoning Board of Appeals
☑ Parks & Recreation/Tree Board
☑ Friends of Barber School
☑ Historic Commission
☑ Development Area Citizens Council
☑ Spring Lake Lake Board
☑ Beautification Committee
☑ DDA
☑ Library Liaison
☑ Lloyd’s Bayou

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an “as needed” basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

☑ Yes
☐ No
☐ Seasonally – from __________ to __________

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

I recently moved here from Chicago. My wife and I intend to start our family here. As an environmental engineer and storm water operator I have skills that can benefit the village. I am 27 years old and believe that having my demographic (young first time home buyer, planning to raise kids) is important to the health of the council/village.

Concerns for the Village; if any:

I have noticed there is a disease effecting many of the city’s planted trees (I have begun researching replacements). I have a lot of experience designing and testing wastewater systems, I would like to be involved in these discussions. I have scheduled a tour with the Grand Haven Sewer Authority (for my job) but intend to get their input on this.

The Village of Spring Lake assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Village of Spring Lake further assures every effort will be made to ensure nondiscrimination in all of its committees, programs and activities, regardless of the funding source.

1 Please attach a resume.
Education

Michigan State University, East Lansing, MI
- Bachelor of Science, Biosystems Engineering, Ecosystems Concentration
- 129 credits with a 3.4698/4.0 GPA

Experience

Environmental Engineer, Automatic Spring Products Corporation  Dec 2017 - Present
Process owner of the Environmental Management System at an automotive spring and stamping manufacturing facility in Grand Haven Michigan. I manage all environmental compliance obligations, chemicals and waste streams for two facilities. Additional primary duties include internal auditing, reporting, document creation/control, training and safety committee member.
  - Created company's SWPPP (NPDES), compliance schedule and employee training. Ensure compliance as their Certified Industrial Storm Water Operator: I-15491.
  - In charge of Spill, Fire and Accident incident investigations, departmental chemical and SDS document control, HMIS labeling and new chemical purchases.
  - Team lead in ISO14001, IATF 16949 and New Part Launch internal auditing programs.
    - Complete CQI-9 audits (AIAG certified).
  - Owned Reports & Audits: SPCC, SWPPP (NPDES), NEC, MAERS, GHG, Sara Title III, REACH, Conflict Minerals, RoHS3, Proposition 65, MBP3, Municipal Waste Water, Industrial User Permit, Clean Corporate Citizen, E-manifesting, PFAS.
  - Waste and Recycling Streams Managed: Storm and wastewater, used oil, hazardous waste (solvents, inkjet, Dykem, alkaline cleaners, rust preventatives, grinding swarf), general garbage, and universal waste. Recycled water, Zinc and Phosphate fallout from a coating line, various types of metal, used cobb, paper, plastic and TCO2.

Technical Support Engineer, Oracle  September 2013 - December 2017
Served as liaison for corporate clients to find resolution through root cause analyses and technical troubleshooting for issues of differing business impact in Chicago Illinois.
  - Built and maintained effective relationships with consulting, development and sales teams in order to expand impact and refine business acumen.
  - Operating in the SaS sector, specifically CPQ, provided a thorough knowledge of XML/XSL, CSS, HTML, JavaScript and BML (BigMachines Markup Language).
  - Owned role as a Knowledge Management coach which is the primary location for all technical resources available to both internal resources and customers.
  - Trained three new hires in Dalian China on CPQ platform for two months.

Sailing Instructor, MSU Recreation and Sports Services  Fall 2011 - Fall 2013
- Co-instructed three Kin 101 sailing courses per season each with approximately 20 students.
- Gave private lessons off-season, maintained site and boats, CPR & AED certified.

Senior Design Project, Michigan State University  Fall 2012 - Spring 2013
Designed and constructed a continuous Electro-Coagulation Flotation reactor for the removal of particulates from poultry anaerobic digestate for DQY industries. The process resulted in reclaimed water and nutrient rich sludge capable of refinement into profitable fertilizers.
  - DQY gave MSU an additional $100,000 grant to continue research after receiving the report.

Technical Assistant, MSU College of Engineering  Spring 2012 - Spring 2013
Mentored two 45-student labs for EGR 100 & 102, intro engineering and programming courses.
  - Taught technical writing, advanced Excel and MatLab and programming NXT robots.
Board and Commission Application
102 W. Savidge, Spring Lake, MI 49456
P: (616) 842-1393 F: (616) 847-1393
Email: christine@springlakevillage.org

Current service on a board or commission does not guarantee reappointment. Each year, the Village solicits applications to fill terms that are expiring or seats that have been vacated. Incumbents are required to reapply. In the event that there are more applicants than there are seats available, Council will interview qualified applicants and appoint the most qualified individual(s).

Name: ____________________________ Date: 1/10/2022
Address: ____________ Home Phone: (________)
Email Address: _______________ Cell Phone: (_____) 750.9251

Years as a Village Resident: _______ Occupation¹: ____________________________

Background/Interests: ________________________________________________________

Please check the board(s) or commission(s) that you would be willing to serve on:

☐ Village Council ☐ Lloyd’s Bayou Lake Board ☐ Beautification Volunteer
☐ Planning Commission ☐ Historic Commission ☐ DDA
☐ Zoning Board of Appeals ☐ Library Liaison ☐ Development Area Citizens Council (DACC)
☒ Parks & Recreation/Tree Board ☐ Spring Lake Lake Board ☐ ☐

The above boards typically meet on a monthly basis, with the exception of the ZBA, which meets on an “as needed” basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

☒ Yes ☐ No ☐ Seasonally – from ______________________ to ______________________

Why would you like to be on the board(s) or commission(s) you have selected? (Please use reverse side if necessary)

I would like to be a board member of either the Historic Commission or Parks and Rec to support our local community and get involved within the village. I live in a historic home and helping conserve that historic charm and character are an integral part to any town. Also, our parks are such a huge part of our community and one of the reasons we fell in love with Sprig Lake. So much is already being done to help these park thrive and I would love to be a part of that.

Concerns for the Village; if any:

I don’t have a concerns.

¹ You may attach a resume in lieu of completing the “background/interests” section.
Amanda Pauli

EXPERIENCE

Designer, Owner – Prospect Studio Design, LLC, Chicago IL—Spring Lake MI
2011 - PRESENT

- Furniture and home decor selection and placement
- Styling (surfaces, walls, sofas, beds, etc.)
- Paint and wall treatments
- Fixtures, finishes, trims
- Construction and remodel ideas
- Exterior design
- Floor plan layouts
- Social media content and development
- Daily small business needs

American Bar Association, Chicago IL — Marketing and Communications Manager
2007 - 2010

- Serve as project manager for in–house marketing initiatives.
- Primary liaison between creative team and attorney clients.
- Write copy for the Section’s bi–monthly Newsletter, as well as supervise our technology specialist during the design process.
- Author Section news for the bi–monthly magazine, Probate & Property.
- Write text for emails for programs and meetings.
- Work closely with Section Chair’s to develop and implement communication, membership and marketing plans.
- Direct and create several Section programs for various attorney groups.
- Manage and update website contest for Section website, as well as understand the web development process.
- Knowledge of the design and printing processes.
- Partner with the media and public relations departments to ensure marketing deliverables are created in a timely and accurate fashion.
- Managed a team to create new Section brochures and postcards for monthly direct mailing campaigns.
- Supervise monthly mailing campaigns going to over 5,000 attorney members.
- Manage marketing calendar and budget to ensure quality and timely projects.
- Maintain cross–functional relationship with several other Sections within the ABA.

SKILLS

Attention to Detail
Adaptability
Problem Solving
Collaboration
Social Media Content Creator
Team Leader

EDUCATION

Arizona State University
Communications B.A with an English Minor
**Authentify, Chicago IL — Marketing Associate**

2006 - 2007

- Primary copywriter for all print and web marketing materials.
- Created and managed direct mail and email campaigns.
- Responsible for writing company proposals, industry award campaigns, and RFP’s.
- Managed all aspects of tradeshows events including show selection, booth design and on-site booth operation.
- Lead efforts to research potential business partners to determine profit potential.
- Served as first point of contact for potential customers.
- Contributing writer and editor of a white paper presented to members of the U.S. Congress interested in stopping identity theft.

**Maryln Nutraceuticals, Phoenix AZ — Marketing Brand Manager**

2005 - 2006

- Responsible for product marketing strategy and market placement.
- Planned, implemented, and edited marketing and advertising projects and activities with a $1.2 million budget.
- Responsible for all media planning and purchasing efforts.
- Created copy for nine monthly advertisements, including publications, direct mail, and radio.
- Generated and edited sales letters, press releases, and promotional materials.
- Managed and coordinated tradeshows and events.
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Christine Burns, Village Manager
DATE: September 9, 2022
RE: Redevelopment Ready Communities Presentation

**Background:** After 5 (yes...five) years of hard work by staff, the Village was notified on July 20, 2022 that we have reached Redevelopment Ready Community – Essential status. The Michigan Economic Development Corporation is sending Pablo Majano, Senior Community Planner, to present the Council with the designation.

**Issues & Questions Specified:** None. This is just a placeholder for the agenda.

**Alternatives:** N/A

**Financial Impact:** N/A

**Recommendation:** Place this item first under General Business.

**Attachments:**

Congratulatory Email from MEDC
Hey Elizabeth,

I am happy to let you know that the Village of Spring Lake has officially reached Essentials Status. I still need to do a formal announcement to the whole team on July 21, 2022. But expect an email from me late Thursday or Friday to give you the official congratulations email, and next steps.

So please hold off on any social media for now, and I will get you more information later in the week. Just wanted to let you know now.

Thank you!

Pablo Majano
Senior Community Planner
Economic Development Incentives & Services
Michigan Economic Development Corporation
300 N. Washington Square  |  Lansing, MI  48913
Mobile:  517.285.4165
majanop@michigan.org
www.miplace.org

*For information on Resources for Michigan Businesses during COVID-19, please visit: www.michiganbusiness.org/covid19. This site will continue to be updated as additional resources become available.*

☐ Want to receive direct newsletter updates from MEDC? Sign up for the MEDC’s Community Development Newsletter!
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Christine Burns, Village Manager

DATE: September 9, 2022

RE: Waste Hauler Discussion

Background: Spring Lake Township has recently entered into an exclusive residential waste hauler agreement with Allied Waste (Republic). Doing so reduces the cost to their residents while adding service (lawn waste) and reduces the number of trucks on township roads. The cost to SLT residents is $19.35 per month, which includes yard waste & recycling.

Each January, Village Council approves licenses for waste hauler throughout the Village. In 2022, the following haulers/services were approved:

<table>
<thead>
<tr>
<th>Licensed Waste Haulers in the Village (2022)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Republic/Allied Waste 231-375-2070</td>
</tr>
<tr>
<td>Trash Collection 90-96 Gallon Container</td>
</tr>
<tr>
<td>Curbside Recycling With Container Service</td>
</tr>
<tr>
<td>Bag Service</td>
</tr>
<tr>
<td>Curbside Recycling With Bag Service</td>
</tr>
<tr>
<td>Yard Waste</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Christmas Trees</td>
</tr>
<tr>
<td>Spring/Fall Clean-up</td>
</tr>
</tbody>
</table>

The Village currently has 1,120 residential water/sewer customers. We have no way of knowing how many pay for trash collection with the various licensees, but we do know that Allied services services 565 of those customers. Please keep in mind, associations such as Spring Lake Villas have individual water meters, but a master billing (commercial) account which is common for private developments, of which the Village has many.
**Issues & Questions Specified:** Should the Village obtain pricing from Allied Waste for exclusive hauler status? Currently, Allied has 565 residential customers within the Village (so a majority of our residents are already customers).

**Alternatives:** Release an RFP.

**Financial Impact:** Varies depending on the alternative selected. Regardless of the alternative, using an exclusive hauler will save residents money and reduce wear/tear on our infrastructure.

**Recommendation:** Council discretion.

**Attachments:**

SLT Contract
SLT Ordinance
CONTRACT FOR
WASTE COLLECTION AND DISPOSAL

THIS CONTRACT is made effective December 1, 2022, by and between the Spring Lake
Township, MI, a Michigan general law township, of 101 S. Buchanan St, Spring Lake, Michigan
49456 (hereinafter "Township"), and Allied Waste Systems, INC., DBA REPUBLIC SERVICES
OF Muskegon, of 2611 Olthoff Drive, Muskegon, Michigan, 49444 (hereinafter "Contractor")
together, the "Parties").

AGREEMENT

ARTICLE I
REFUSE COLLECTION

A. Residential Refuse Collection

1. Exclusive: Contractor is hereby granted the exclusive right, and hereby accepts the
obligation, to collect and dispose of all Solid Waste (as defined in MCL 324.11506, as amended
or restated), Recyclable Materials (as defined in MCL 324.11505, as amended or restated), and
Yard Clippings (as defined in MCL 324.11506, as amended or restated) from each residence
located within the Township, with the exceptions hereinafter set forth (collectively, "Customers").
It is understood that Township cannot mandate that any residence utilize collection services for
Solid Waste, Recyclable Materials, and Yard Clippings as provided for herein. During the term
hereof, Township shall not authorize any other person or entity to perform the services to be
performed by Contractor hereunder and shall take such action as may reasonably be required to
prohibit any other person or entity from providing such services during the term hereof.
Contractor shall collect from all customers Solid Waste no less often than once per week, and
Recyclable Materials no less often than once every two weeks, and Yard Clippings no less often
than once per week, April through November, the specific days and routes to be as Township
and Contractor may agree.

2. Rules: Rules for Customer handling of Solid Waste, Recyclable Materials, and Yard
Clippings shall be agreed upon between Contractor and Township, and distributed to
Customers and published. The rules shall include the obligation of each residential Customer to
place all Solid Waste in Refuse Carts, Recyclable Materials in Recyclables Carts, and Yard
Clippings in carts with any extras placed nearby in paper bags, with the appropriate timing of
placement of all carts at the curbside for pickup by Contractor, and with the Solid Waste,
Recyclable Material, and Yard Waste being available for pickup by Contractor (if not
available, the Customer must call the Contractor for an extra pickup for a reasonable extra
charge). Specific service is as follows: Solid Waste is cart service only; Recyclable Material
is cart service only; and Yard Clippings is cart service plus up to 10 paper bags placed by the
Yard Clippings cart. Extra carts can be rented by Customer as outlined in Article III.B.4.
ARTICLE II
RECYCLABLE COLLECTION

A. Residential Recyclable Schedule
The Contractor shall provide every other week curbside recyclable collection for all properly prepared Recyclable Material. All items to be collected must be placed in recycling carts and placed curbside for pick up.

B. Recyclable Material
Contractor shall collect (at a minimum) the following materials: newspapers, magazines, corrugated cardboard, junk mail, paperboard, clear glass bottles and jars, aluminum and steel cans, household plastics #1 thru #7 (with exceptions); all other material required by MCL 324.11505, as amended or restated; and any other material deemed recyclable and mutually acceptable by the Township and Contractor.

ARTICLE III
GENERAL CONDITIONS

A. General Conditions

1. Collection Schedule: All Solid Waste, Recyclable Materials, and Yard Clippings shall be collected per Article I with collections performed between the hours of 6AM and 7PM, Monday through Friday (or Saturdays during holiday weeks or inclement weather.) Service shall also include door side collection for those that can demonstrate a physical challenge to Contractor and Township.

2. Interrupted Collection Schedule: No collections will be made on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Where the holiday falls on or before the regular collection day, all applicable Solid Waste, Recyclable Materials, and Yard Clippings will be collected one business day later, unless the Township and Contractor approve other arrangements. Service may also be interrupted/delayed due to acts of God (weather, etc.).

3. Private Drives: Customers may solicit Contractor to provide service on private drives provided that a waiver of liability has been signed releasing Contractor and Township of any responsibility for damage to the private drive.

4. Door Side Collection: Customers will be allowed to have door side collection (rather than curb-side) for a reasonable fee.

5. Contractor Furnished Bins, Containers, and Equipment: All bins, containers, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. Customers shall be liable for all loss or damage to such equipment, and for personal injuries or death or other property damage, arising out of Customers improperly using or improperly damaging the equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Customers shall use the equipment
only for its proper and intended purpose and shall not overload (by weight or volume),
move to a different address, or alter the equipment.

6. Complaints: All complaints made directly to the Contractor shall be given prompt
and courteous attention. In the case of alleged missed scheduled collections, the Contractor
shall investigate; and if such allegations are verified, shall arrange for the collection of the
uncollected material immediately, but no more than 48 hours after the complaint is received
(weekends excluded). Failure to do so will result in a credit to the Customer. The Contractor
shall furnish a toll-free number for the use of Customers. In the event of a billing dispute,
Contractor shall respond fully to Customer within one week of receiving the complaint.
Failure to respond in a timely manner as provided herein may potentially result in a $5 per
day billing credit to the Customer lodging the complaint.

7. Temporary Opt Outs: Customers may opt out of service and opt back in to service
once each per calendar year. An opt-out may be for up to three months.

B. Rates

1. Monthly Charge: The Contractor will bill the Customers the following rates per
month for Solid Waste, Recyclable Materials, and Yard Clippings service (the "Monthly
Charge"). Billing shall be quarterly or annually. The Monthly Charge includes all costs
associated with collections, disposal, and processing of Solid Waste, Recyclable Materials,
and Yard Clippings. Each year shall be from a covered December 1 to the immediately
following November 30.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$19.35</td>
</tr>
<tr>
<td>2</td>
<td>$20.22</td>
</tr>
<tr>
<td>3</td>
<td>$21.13</td>
</tr>
</tbody>
</table>

Fuel Recovery Fee: A Fuel Recovery Fee shall be assessed after year 1 and applied on a per
residence/month basis, in addition to the Monthly Charge. The Base Price for diesel fuel shall
be set at $5.00/gallon. Price will be based on the DOE Index for Highway Diesel – Midwest
Index of fuel rise above the Base Price; a surcharge of $0.04/residence/month shall be applied for every $0.10/gallon increment of increase in Contractor's cost of fuel
above the Base Price. No adjustments shall be made for pricing below the $5.00 per gallon.
However, the surcharge will be reduced by the percentage of electric vehicles included in the
equipment provided by the Contractor to serve the Township per Article VIII.D of this
Contract.

2. Carts: Contractor shall provide one 95/96-gallon cart to each Customer for Solid
Waste, and a separate 95/96-gallon cart for Recyclable Materials, and a separate 95/96-gallon cart
for Yard Clippings. Additional Solid Waste, Recyclable Materials, and Yard Clippings carts
will be made available upon request at a rate of $4.00 per month per cart to be billed annually. All
carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and
tear does not include the cleaning of the Carts; this is the responsibility of the Customers. Should a
Cart be damaged due to the negligence of a Customer, a replacement charge of $65.00 will be
remitted as payment in advance of delivery of a new one. All Carts will remain the property of
the Contractor. Customers requesting cart deliveries (after initial setup) or exchanges or removals will be billed at a one-time charge of $10 per cart.

**ARTICLE IV**

**REQUIRED AND EXCLUDED WASTE COLLECTIONS**

A. **Required**
   Contractor shall collect and dispose of Rubbish per this Contract. Rubbish: Rubbish is defined in MCL 324.11505, as amended or restated; it does not include Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, or Stable Matter, as defined by Township ordinance.

B. **Excluded**
   Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, and Stable Matter (collectively, "Excluded Material") shall not be collected and disposed of by the Contractor.

C. **Excluded Material**
   If Excluded Material is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact Township and Township shall undertake appropriate action to ensure that such Excluded Material is removed and properly disposed of by the depositor or generator of the Excluded Material. In the event any Excluded Material is not discovered by Contractor before it is collected, Contractor may, in its reasonable discretion, remove, transport, and dispose of such Excluded Material at a location authorized to accept such Excluded Material in accordance with all applicable laws and charge the depositor or generator of such Excluded Material all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Material. The Township shall provide reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Material and to collect the costs incurred by Contractor in connection with such Excluded Material. Subject to Township providing such reasonable assistance to Contractor, Contractor releases Township from any liability for any such costs incurred by Contractor in connection with such Excluded Material, except to the extent that such Excluded Material is determined to be attributed to the Township.

D. **Title**
   Contractor shall acquire title to Solid Waste, Recyclable Materials, and Yard Clippings when they are loaded into Contractor's truck. Title to and liability for any Excluded Material shall remain with the generator thereof and shall at no time pass to Contractor.

**ARTICLE V**

**BILLING PROCEDURES**

Contractor shall bill Customers for collection services rendered in advance, within fifteen (15) days prior to the beginning of each month, and the Customers shall pay Contractor within thirty (30) days of receipt of said invoice. Such billing and payment shall be based on the rates set forth herein, as may be adjusted in accordance herewith.
ARTICLE VI
TERM AND TERMINATION

A. Term
This Contract is for a period of three (3) years commencing January 1, 2023 and ending December 31, 2025. This Contract may be extended for two additional three-year periods upon mutual agreement of both parties.

B. Termination
In the event there should occur a material breach or material default in the performance of any covenant or obligation of the Township or Contractor which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Contract upon written notice to the other party. In the event of a breach, event of default, or termination of this Contract, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Contract. In the event of termination of this Contract for any reason, Township shall promptly pay Contractor for all services rendered to the Township through the date of termination, minus any amounts due the Township for any Contractor's breach of this Contract. Any disputes shall be resolved per Article VIII.I.

ARTICLE VII
INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Contractor
Contractor will not be liable for damages done by Contractor in the ordinary course of business to any pavement, curbing, or other driving surfaces, to the extent the damages arise from the proper use of the driving surfaces and not from the negligence of the Contractor. Contractor will indemnify and hold harmless Township from any and all liability and claims to the extent caused by the negligence or willful misconduct of the Contractor or its employees, contractors, and agents, in the performance of services under this Contract. Further, Contractor shall procure and maintain during the life of this Contract the following insurance coverage:

1. WORKER'S COMPENSATION INSURANCE, including employer's liability to cover employee injuries or disease compensated under the Worker's Compensation Statutes of the State of Michigan.

2. COMMERCIAL GENERAL LIABILITY INSURANCE to cover bodily injury to persons and for damage to tangible property, including loss of use thereof, and including the following exposures:
a. Bodily injury, or death - $1,000,000 per person - $1,000,000 per occurrence - $1,000,000 property damage, occurrence.

b. All premises and complete operations coverage.

3. EXCESS/UMBRELLA broad form excess umbrella liability coverage in the amount of $5,000,000.

4. COMPREHENSIVE AUTOMOBILE LIABILITY to cover Michigan no-fault liability, residual bodily injury, and property damage with coverage limits outlined in Article VII.2.a. above and otherwise complying with the provisions of the Michigan No-Fault Act, including coverage for all occurrences arising out of the ownership, maintenance, or use of any owned, non-owned, or hired motor vehicle.

5. ADDITIONAL REQUIREMENTS

a. Additional insured: Township shall be named as an additional insured on all policies providing coverage as set forth herein, other than worker's compensation, via blanket-form endorsement.

b. Notice of cancellation: All policies affording the various coverages required under this Contract, other than worker's compensation, should be endorsed via blanket-form endorsement to provide ten-day prior written notice to be delivered to the Township before any of the coverage afforded by these policies is either materially changed or cancelled or non-renewed. Failure by the Contractor to maintain the coverage set forth above may result in the termination of this Contract by the Township.

B. Township

The Township will indemnify and hold harmless Contractor from any and all liability and claims to the extent caused by the negligence or willful misconduct of the Township or its employees, contractors, and agents, in the performance of services under this Contract.

ARTICLE VIII
OTHER CONDITIONS

A. Compliance with Local, State, and Federal Laws

The Contractor shall comply with all applicable state, county, and municipal regulations. The Township shall retain discretion over, but not responsibility for, the health and safety standards of the Contractor's vehicles and their operation. The Contractor will be responsible for maintaining, including proper safety placards, all containers supplied by them.

B. Compliance with Township Waste Hauler Ordinances

Specifically, the Contractor shall be covered by and required to comply with all requirements established by the Township in its Code of Ordinances regarding waste haulers. In the event of a conflict between the Code of Ordinances and this Contract, the Code of Ordinances shall be controlling.
C. **Bankruptcy**
If the Contractor should be adjudged bankrupt; or make a general assignment for the benefit of its creditors; or if a receiver should be appointed on account of Contractor's insolvency; or if Contractor should persistently or repeatedly refuse to supply enough labor, material, or equipment to maintain the established schedules or collections; or if Contractor fails to make prompt payment for materials or labor or persistently disregards laws of the State of Michigan and ordinances of the Township or otherwise is guilty of substantial violation of any provisions of the Contract, then the Township may, without prejudice to any other right or remedy, terminate the Contract and re-let the same.

D. **Equipment**
The Contractor shall furnish at its sole expense a sufficient number of trucks and other equipment as are necessary to carry out the services to be provided under this Contract in a timely and efficient manner. All vehicles and equipment shall meet all regulations of all governmental or regulatory bodies, agencies, or departments having jurisdiction.

E. **Force Majeure**

1. **Defined:** If the Township or the Contractor is unable to perform, or is delayed in its performance of, any of its obligations under this Contract by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Township or the Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean any event or circumstance beyond the reasonable control of the affected party to the extent that the event or circumstance delays the Township or the Contractor from performing any of its obligations under this Contract, including the following:

   a. Strikes, work stoppages, and other labor unrest; and

   b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of the Contractor or Township, or any of their agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and

   c. Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

   Notwithstanding the foregoing, Customers shall be obligated to pay Contractor only for services actually performed.

2. **Notice:** In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its commercially reasonable efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.
3. Variances: Township will grant such variances in routes and schedules as are reasonably required in the event of force majeure and will negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in such event.

F. Entire Agreement
This Contract constitutes the entire agreement of the parties with respect to the matters dealt with herein. There are no other terms or promises, whether written or verbal. Any and all prior representations or agreements shall be deemed merged herein.

G. Invalidity
If any provision of this Contract is declared invalid or unenforceable, the provision shall be modified so as to be valid and enforceable while retaining the intent of the Parties as closely as possible. If such modification is not possible, the provision shall be severed from the Contract. In either event, the validity and enforceability of the remaining provisions of this Contract shall not be affected.

H. Changes and Modifications
No change or modification of this Contract shall be valid unless the same is in writing and signed by all Parties hereto.

I. Choice of Law and Forum
The laws of the State of Michigan shall govern this Contract. Any dispute hereunder shall be determined in any federal or state court with competent jurisdiction in the State of Michigan.

J. Parties Bound; Assignment
This Contract shall be binding upon the Township and Contractor and their respective successors and assignees. Neither party may assign any or all of their rights and duties hereunder without the advance written consent of the other party, which consent shall not be unreasonably withheld.

K. Mutual Drafting
This Contract has been drafted by both the Township and the Contractor and shall not be construed against either party as the drafter.

L. Waiver
Failure or delay by either Party to enforce any provision of this Contract will not be deemed a waiver of future enforcement of that or any other provision.

M. Confidentiality
The Contractor shall have no confidentiality obligation with respect to any Solid Waste, Recyclable Materials, or Yard Clippings collected by the Contractor per this Contract.
IN WITNESS THEREOF, we have hereunto set our hands and seals as of the day and year first above written.

Spring Lake Township, Michigan

By: ___________________________     Date: ______________

Gordon Gallagher, Township Manager

Allied Waste Systems, INC (DBA: Republic Services of Muskegon)

By: ___________________________     Date: ______________

Tom Mahoney, General Manager
SPRING LAKE TOWNSHIP

ORDINANCE NO. ______

SOLID WASTE ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR SPRING LAKE TOWNSHIP, BY RESTATING IN ITS ENTIRETY CHAPTER 30, SOLID WASTE, AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Solid Waste. Chapter 30 of the Spring Lake Township Code of Ordinances, regarding solid waste, is restated in its entirety as follows.

Chapter 30

SOLID WASTE*

Article I. In General

Secs. 30-1—30-18. Reserved.

Article II. Waste Haulers

Division 1. Generally

Sec. 30-19. Definitions.
Sec. 30-20. General procedures for the collection of solid waste and recyclable materials.
Sec. 30-21. Requirements for license agreement.
Sec. 30-22. Rates and rules.
Sec. 30-23. Exclusive contract.
Sec. 30-24. Collection and disposal as business; license required.
Sec. 30-25. Equipment inspection.
Sec. 30-26. Indemnification.
Sec. 30-27. Vehicle requirements.
Sec. 30-28. Vehicle operation.

* State law references—Garbage disposal act, MCL 123.361 et seq.; solid waste facilities, MCL 324.4301 et seq.; hazardous waste management act, MCL 324.11101 et seq.; hazardous materials transportation act, MCL 29.417 et seq.; solid waste management act, MCL 324.11501 et seq.; waste reduction assistance act, MCL 324.14501 et seq.; clean Michigan fund act, MCL 324.19101 et seq.; low-level radioactive waste authority act, MCL 333.26201 et seq.
Sec. 30-29. Collection of material and equipment.
Sec. 30-30. Nuisance per se.
Sec. 30-31. Violations are municipal civil infractions.
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ARTICLE II. WASTE HAULERS

DIVISION 1. GENERALLY

Sec. 30-19. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Application means the documents and representations provided to the township by a licensee or any potential licensee, including information conveyed during any discussions between the licensee or potential licensee and the township subsequent to the submission of an application for a license but prior to the award of and acceptance of the license.

Bulky waste means discarded or unusable stoves, refrigerators, water tanks, washing machines, furniture, and other waste materials, except construction debris, dead animals, hazardous waste, or stable matter in amounts that cannot be stored in containers.

Construction debris means waste building materials which result from construction, remodeling, repair, or demolition operations.

Dead animal means whole or parts of an animal equal to or greater than ten pounds in weight, that have expired from any cause (except those slaughtered or killed for human use).

Disposal site means a solid waste depository including, but not limited to, sanitary landfills, transfer stations, and incinerators. A disposal site must be licensed, permitted, or approved to receive for processing or final disposal solid waste and dead animals by all governmental bodies and agencies having jurisdiction and requiring such license, permits, or approvals. A disposal site must be consistent with the Ottawa County Solid Waste Management Plan, which has been adopted by the county pursuant to part 115 of Public Act No. 451 of 1994 (MCL 324.11501 et seq.), and all applicable laws, rules, regulations, orders, and directives.

Hazardous waste means any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or any successor agency or an appropriate agency of the state to be hazardous as that term is defined by or pursuant to federal or state laws or regulations.

License means the township’s authorization for a waste hauler to collect solid waste and recyclable materials from residential units. The license shall be subject to the terms and conditions set forth in a written agreement between the township and the waste hauler. The license shall become effective on the date the written agreement is effective and, unless renewed, shall not remain in effect after the written agreement expires. The township shall have only one license in effect at a time.
Licensee means the waste hauler granted a license pursuant to this article.

Potential licensee means a person, corporation, partnership, or other legal entity seeking a license pursuant to this article.

Recyclable materials means all materials collected for recycling, including but not limited to the following: newspapers, clear glass, tin and steel cans, aluminum, polyethylene terephthalate (PET #1), high density polyethylene (HDPE #2), and plastic jugs.

Residential unit means any building or structure which is occupied as a dwelling, or any building or structure which contains up to four dwelling units. A residential unit shall be deemed to be occupied when either water or domestic light and power services are supplied to it. A condominium dwelling, whether single- or multiple-level construction, consisting of four or fewer contiguous or separate single-family living areas, shall be treated as a residential unit.

Rubbish means all waste, wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or their branches, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of the term “bulky waste,” “construction debris,” “dead animals,” “garbage,” “hazardous waste,” or “stable matter.”

Solid waste shall be as defined in section 11506 of Public Act No. 451 of 1994 (MCL 324.11506).

Stable matter means all manure and other waste normally accumulated in or about a stable or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Waste hauler means a person or other legal entity who hauls, collects, or removes solid waste or recyclable materials generated by another person who or which occupies, owns, or operates a residential unit in the township.

Waste hauler owned trash container means a receptacle with a capacity of at least 50 gallons, but not greater than 100 gallons, constructed of at least 50 percent recycled plastic and having a tightfitting lid capable of preventing rodents from entering. The mouth of the receptacle shall have a diameter which is at least equal to the diameter of the base of the receptacle.

Sec. 30-20. General procedures for the collection of solid waste and recyclable materials.

(a) Duty of disposal. Unless exempted by the terms of a written contract between the township and the waste hauler, the occupants of all residential units in the township shall dispose of all solid waste and recyclable materials generated by the occupancy or use of the residential units either by delivering the solid waste and recyclable materials to a disposal site or recycling center, or by having a waste hauler licensed pursuant to this article deliver the solid waste and
recyclable materials to a disposal site or recycling center on their behalf.

(b) Solid waste containers. All garbage shall be stored in closed watertight containers until it is to be taken or hauled away for disposal. All other solid waste shall be stored in a bag, container, or cart suitable for carrying such solid waste, unless the solid waste is of such a size that it will not readily fit into a bag, cart, or container.

(c) Solid waste and recyclable material accessibility. All bags, receptacles, containers, dumpsters, or carts for solid waste and recyclable materials from a residential unit shall be placed in a location where they are readily accessible for collection on the collection day established by the waste hauler, but they shall not be placed on or adjacent to a street, parkway, sidewalk, or road right-of-way prior to 5:00 p.m. on the day before the collection day. All such bags, receptacles, containers, dumpsters or carts from residential units shall be removed from the street, parkway, sidewalk, or road right-of-way, or their vicinity, no later than 7:00 p.m. of the day on which the solid waste or recyclable materials have been collected.

(d) Outside storage of trash receptacles.

1. A receptacle, container, dumpster, or cart used for the storage of solid waste or recyclable materials for any residential unit may not be stored outside, unless one or more of the following conditions are met:
   a. The receptacle, container, dumpster, or cart is visually screened from the adjacent properties and street by natural (e.g., shrubs, evergreen trees, soil berms, etc.) or manmade (e.g., fence, lattice, etc.) materials; or
   b. The receptacle, container, dumpster, or cart is located 50 feet or more from all lot lines.

2. Bags may not be stored outside unless they contain only yard waste and even then only for a period not to exceed one week.

3. A receptacle, container, dumpster, or cart with a capacity of two cubic yards or more may be stored outside when it is being used to collect construction debris from the site, but not for a period of more than 180 days. This limit may be extended upon written request to the township’s zoning administrator. The zoning administrator shall make a written decision after considering the project schedule, the location of the trash container, and any alternatives that will reduce the visual impact upon neighboring properties.

Sec. 30-21. Requirements for license agreement.

(a) Waste removal services. Only one waste hauler shall have a license at any one time to collect, haul, or remove solid waste pursuant to this article. The waste hauler shall comply with the following standards and requirements during the term of its license.

1. The waste hauler shall maintain service standards and insurance coverage as required
for issuance of a license as provided in section 30-53.

(2) The waste hauler shall provide appropriate rodentproof covers for all waste hauler owned trash containers and vehicles used for collecting, hauling, or removing solid waste in order to prevent spillage and to reduce odors. The waste hauler shall not use open equipment for collecting, hauling, or removing solid waste unless necessitated by emergency conditions. To every extent possible, the use of open equipment due to emergency conditions shall be subject to prior approval by the township.

(3) The waste hauler shall provide a sufficient number of trucks, equipment, and personnel to perform all services in a prompt and efficient manner within the township.

(4) The waste hauler shall provide its solid waste collection service for all residential units in the township which are its customers once per week, on the same day of each week. The waste hauler shall designate the day on which it will provide the service for its residential units in the township. If a holiday falls on the designated day, the collection day shall be scheduled for the next working day after the holiday.

(5) The waste hauler shall serve any residential unit customer who desires a special service at a quoted cost based on the level of service requested. The services may include, but are not limited to, waste collection on a per bag price, or collecting, hauling, or removing bulky waste (so called “volume-based pricing”).

(6) The waste hauler shall collect and haul, or otherwise remove, all items placed for collection by the residential unit customer, unless the items have not been placed in a location where they are readily accessible for collection or unless the items are not included in the definition of the terms “solid waste,” or “recyclable materials,” “yard clippings.” Examples of such items include, but are not limited to, tree trunks and stumps, unbagged brush, motor vehicles, motor vehicle parts, bulky waste, and construction debris.

(7) The waste hauler shall provide without additional charge the special service of collecting the solid waste, recyclable materials, and yard clippings at the back door of any residential unit customer who is physically unable to bring the customer’s solid waste containers to a location readily accessible for collection. The waste hauler shall make the determination of whether the customer is physically unable to bring the containers to a location readily accessible for collection. However, if the customer disagrees with the waste hauler’s determination, the township manager will make the determination after consultation with the customer and the waste hauler.

(8) The waste hauler shall require all personnel involved with the actual collection, hauling, or removal of solid waste to wear a fluorescent orange warning garment which shall also be reflectorized so the personnel are visible. The term “reflectorized” means fabric containing patchwork or strips which will reflect vehicle headlights.

(b) Recycling collection service. The waste hauler shall develop, implement, and maintain a curbside recycling program for the township. The recycling program shall meet the following
standards.

(1) The recycling program shall be carried out weekly, on the same day the waste hauler collects solid waste in the township, unless the township authorizes, in writing, a less frequent collection of recyclable materials.

(2) Recyclable materials shall be collected by the waste hauler from the same accessible locations from which solid waste is collected. Recyclable materials shall be collected in bags, bins, boxes, or other collection methods provided by the waste hauler as part of its monthly service fee to a residential unit customer, as approved by the township.

(3) The waste hauler warrants to the township that all recyclable materials collected will be recycled to the fullest extent possible and as required by any rules and regulations implemented by the township for its recycling program.

(4) In implementing the recycling program, the waste hauler shall comply with all other relevant requirements of this article, including, without limitation, subsection (a) of this section.

(5) If the waste hauler is unable to recycle any collected recyclable materials because of their condition, the waste hauler shall dispose of them in accordance with applicable law. However, if the unacceptable condition is caused by the waste hauler (or its employees, agents, or representatives), the waste hauler shall be liable to the township for the gross market value of the recyclable materials if they were in recyclable condition. If the waste hauler is unable to secure a recycler for certain recyclable materials collected pursuant to the recycling program because of an inability to find a viable market after reasonable efforts, then those recyclable materials shall be disposed of in accordance with applicable law. The waste hauler agrees to provide reasonable efforts and resources to locate a viable market for recyclable materials collected through the recycling program. The waste hauler shall furnish certified documentation to the township on a quarterly basis describing the diversion of recyclable materials and any promotional activities undertaken by the waste hauler during the year to encourage the implementation of the recycling program. The quarterly reports shall include, at a minimum, the following information, in addition to the promotional information:

a. The total tonnage of recyclable materials collected since the last report;

b. The total tonnage of recyclable materials diverted from disposal sites to recycling since the last report; and

c. The names and addresses of the businesses, firms, or persons to whom the diverted recyclable materials have been delivered and the amounts delivered to each, since the last report.

Sec. 30-22. Rates and rules.

The waste hauler with a license to collect solid waste, recyclable materials, and yard clippings
pursuant to this article shall only charge those rates, and will be subject to those rules, as are set forth in a rate schedule approved annually by the township. The rate schedule shall be based upon a proposal initially filed by the waste hauler with its application and modified from time to time by the township. No increase of rates shall be permitted after a license is issued pursuant to this article and a motion or resolution approving the rates has been adopted by the township, unless the increase has been approved by the township by subsequent motion or resolution. The proposed rates shall bear a proper relation to the cost of the waste hauler’s operation of its waste hauling business within the township limits.

**Sec. 30-23. Exclusive contract.**

(a) The township board may, either by advertising for bids or otherwise, enter into an exclusive contract with a waste hauler for the township, with the mutual consent of the waste hauler. The waste hauler shall be chosen by the township board, according to its discretion. The waste hauler shall be the only entity allowed to collect solid waste or recyclable materials from residential units in the township. The waste hauler shall collect and dispose of solid waste and recyclable materials and yard clippings from all residential units in the township in full compliance with this article.

(b) An exclusive contract between the township and the waste hauler shall have an effective date and a termination date. Nevertheless, either party may terminate the contract for breach of a substantive provision of the contract.

**Sec. 30-24. Collection and disposal as business; license required.**

No entity shall engage in the business of collection, transportation, or disposal of solid waste or recyclable materials or yard clippings from residential units in the township without first obtaining a license as provided in this article, other than persons disposing of their own solid waste or recyclable materials or yard clippings.

**Sec. 30-25. Equipment inspection.**

Before any license is granted to a waste hauler under this article, all equipment used or to be used by the waste hauler collecting, transporting, or disposing of solid waste or recyclable materials or yard clippings shall be inspected and approved by the county sheriff’s department.

**Sec. 30-26. Indemnification.**

A waste hauler shall pay any judgment which may be obtained against the township, alone or jointly with the waste hauler, because of any injury or damage to persons or to property by reason of any license granted under this article. The waste hauler shall intervene and defend any such suit or action upon written notice from the township.

**Sec. 30-27. Vehicle requirements.**

(a) All vehicles of any waste hauler carrying solid waste or recyclable materials or yard clippings under this article shall have on both sides a sign containing the name of the waste
hauler, with the telephone number and the number of the vehicle, all of which shall be painted in plain and unobscured letters not less than four inches in height. The number of the vehicle shall be registered at the township hall.

(b) Vehicles used in the transportation of solid waste or recyclable materials or yard clippings shall be kept clean and in good repair. The hauling body shall be watertight and completely enclosed on all sides. Vehicles shall be maintained and operated so that no portion of their contents is spilled or allowed to remain on any public street or private road. All vehicles used by a waste hauler to transport solid waste or recyclable materials or yard clippings shall be cleaned frequently enough to maintain them in a sanitary condition and as free from disagreeable odor as possible to prevent nuisance or vermin attraction. A vehicle that fails to meet the requirements of this article shall be removed from service until it complies or its use shall be discontinued.

Sec. 30-28. Vehicle operation.

(a) The openings of each vehicle used by a waste hauler to transport solid waste or recyclable materials or yard clippings shall be closed and doors or covers shall be secured by an adequate latch or restraining mechanism to keep them closed while transporting refuse or recyclable materials or yard clippings. The driver and the waste hauler shall see that the available cover is in the proper position. A special covering shall be used where conditions require control of odor, vermin, liquids, dust, or smoke.

(b) Each vehicle used by a waste hauler to transport refuse or recyclable materials or yard clippings shall be loaded in a manner to minimize the spilling of the materials.

(c) Where spillage does occur from a waste hauler unit transporting refuse or recyclable materials or yard clippings, the material shall be picked up by the waste hauler as soon as possible and the area suitably cleaned.

(d) Each waste hauler vehicle, when transporting refuse, shall be emptied only in approved disposal sites.

(e) No waste hauler vehicle used to transport refuse or recyclable materials or yard clippings shall be parked in a residential area longer than necessary to collect the material, unless it is parked at least 500 feet from adjacent residences. The requirement of 500 feet does not apply to vehicles parked at an operator’s own residence if a nuisance is not created. Vehicles shall not be parked, stored, or established at any location so as to cause a hazard to health or at any residentially zoned location so as to cause a nuisance.

(f) The waste hauler shall provide a toll-free telephone number to receive complaints through at least normal daytime business hours. The waste hauler shall provide someone to answer and dispose of such complaints within 24 hours.

(g) Waste hauler operators collecting in early morning hours shall use every precaution to prevent unnecessary noise.

(h) Waste hauler operators shall not damage cans which are owned by customers or other
property while making collections and shall return cans to their location or designated place.

(i) The waste hauler shall provide each customer a minimum of one pickup per week in accordance with a pickup schedule approved by the township board.

(j) No refuse or recyclable materials or yard clippings shall be collected in the township except between the hours of 6:00 a.m. and 7:00 p.m. on the days established by the waste hauler and approved by the township board.

Sec. 30-29. Collection of material and equipment.

If the waste hauler ceases to collect, transport, and dispose of refuse and recyclable materials and yard clippings for residential units in the township, the waste hauler shall in that event collect all of its material and equipment, including its containers, within the township and at the residential units within ten days. If the licensee fails to do so, in addition to any other remedies, the township may collect the material and equipment, store it, and charge the licensee a reasonable fee to retrieve it. If the licensee fails to retrieve the equipment, the licensee shall reimburse the township for its expenses to collect, store, and dispose of the equipment.

Sec. 30-30. Nuisance per se.

Any violation of this article is a public nuisance per se. The township board may enforce the provisions of this article by seeking injunctive relief in a court of competent jurisdiction in addition to any other remedies which may be available under the law or this article.

Sec. 30-31. Violations are municipal civil infractions.

Any person who violates the provisions of this article shall be responsible for a municipal civil infraction.

Secs. 30-32—30-50. Reserved.

DIVISION 2. LICENSE

Sec. 30-51. Required.

It is unlawful for any waste hauler to engage in the business of collecting, hauling, and removing the solid waste or recyclable materials or yard clippings of another person from any residential unit in the township, unless the waste hauler has first obtained a license from the township pursuant to this article.

Sec. 30-52. Application.

Any waste hauler who desires to engage in the business of collecting, hauling, or removing solid waste or recyclable materials or yard clippings of another person from any residential unit in the township shall apply to the township for a license. The application shall contain all pertinent information required under this article or such other information as shall be reasonably required by the township from time to time. At a minimum, the information shall include the
following:

(1) A description of the service to be rendered;

(2) Where the motor vehicles used to provide the service will be parked at night;

(3) Copies of certificates of insurance which comply with the limits specified in this article;

(4) Identification of the ownership of the waste hauler, if not a natural person, including the names and addresses and other primary business affiliations of all persons with one percent or more ownership interest and of the ultimate controlling natural persons and of all officers and directors; provided, however, that when any parent corporation has in excess of 1,000 shareholders and its shares are publicly traded on a national stock exchange, then a list of all holders of five percent or more of the voting stock of such corporation shall be disclosed;

(5) An indication of whether the waste hauler, or any entity controlling the waste hauler, including any officer or major stockholder of a corporation, has been adjudged bankrupt, has had a solid waste collection license revoked, or has been found guilty by any court or administrative agency in the United States of:
   a. A violation of a security or antitrust law; or
   b. A felony or any other crime involving moral turpitude (the waste hauler shall further identify any such person or entity and fully explain the circumstances);

(6) A demonstration of the waste hauler’s technical, legal, and financial ability to operate the proposed service;

(7) A description of the physical assets to perform the services, including the disposal site, trucks, and truck maintenance facilities, etc.;

(8) The proposed rates to be charged, including rates for each service type, as appropriate;

(9) Information as necessary to demonstrate compliance with all relevant requirements contained in this article;

(10) A demonstration that the waste hauler’s proposal is designed to be consistent with all federal and state requirements;

(11) An affidavit of the waste hauler or its duly authorized officer, certifying, in a form acceptable to the township, the truth and accuracy of the information contained in the application and acknowledging the enforceability of application commitments;

(12) In the case of a waste hauler with an existing license seeking a renewal, a demonstration that the waste hauler has substantially complied with the material terms of the existing license and with the applicable law; and
(13) Other information that the township, or its agents, may request of the waste hauler.

Sec. 30-53. Requirements for issuance.

No license shall be issued to any waste hauler for the purposes of collecting, hauling, or removing solid waste or recyclable materials or yard clippings of another person from any residential unit in the township unless the waste hauler demonstrates the ability to comply with the following requirements.

(1) The waste hauler shall provide the service of collecting, hauling, or removing solid waste or recyclable materials or yard clippings at least once each week for every residential unit customer who desires service, and to provide at least one extra vehicle to ensure prompt service in the event of equipment failure.

(2) The waste hauler shall provide and maintain general comprehensive public liability insurance indemnifying, defending, and saving harmless the township, its officers, boards, commissions, agents, and employees from any claims by any person or entity for any injury or death caused or alleged to have been caused by the waste hauler under this article. The minimum liability coverage shall be in the amounts maintained by the Township for its own operations or as hereafter adopted by resolution or motion of the township board from time to time. The general comprehensive public liability policy shall specifically include, but shall not be limited to, all costs, including the cost of defense, court costs, attorney’s fees, and interest arising from any claims related to the injury or death of any person as described in this subsection. The policy shall list the township as an additional named insured, and shall not allow cancellation or expiration or termination without 30 days’ advance written notice to the township.

(3) The waste hauler shall provide and maintain property damage insurance indemnifying, defending, and saving harmless the township, its officers, boards, commissions, agents, and employees from any claims by any person or entity for property damage, specifically including any claim for environmental contamination or release of hazardous waste, or the unlawful disposal of any solid waste, caused or alleged to have been caused by the waste hauler under this article. The minimum liability coverage shall be in the amounts maintained by the Township for its own operations or as hereafter adopted by resolution or motion of the township board from time to time. The property damage insurance policy shall specifically include, but shall not be limited to, all costs, including the cost of defense, court costs, attorney’s fees, and interest arising from any claims related to the damage of any property as described in this subsection. The policy shall list the township as an additional named insured, and shall not allow cancellation or expiration or termination without 30 days’ advance written notice to the township.

(4) The waste hauler shall have lawful access to a disposal site.

Sec. 30-54. Duration.

The duration of a license issued to a waste hauler under this article shall be established by a
written contract between the township and the waste hauler, subject to the license revocation procedure in section 30-57.

Sec. 30-55. Fees.

The annual fee for a license issued pursuant to this article shall be set by resolution or motion of the township board on an annual basis.

Sec. 30-56. Procedure.

If the township adopts any general license procedures, those procedures shall apply to any license issued pursuant to this article. If there is any inconsistency between this article and the general license procedures, the higher standards or additional requirements shall apply.

Sec. 30-57. Revocation.

(a) If a waste hauler is suspected of violating this article or any other township ordinance or regulation, or any applicable federal, state, or county law or ordinance or regulation, the township, by its manager or other designated representative, shall investigate the suspected violation. The investigator shall make a preliminary determination whether or not a violation has occurred and shall recommend appropriate action to protect the health, safety, and welfare of township inhabitants.

(b) If the investigator determines that the waste hauler has committed a violation, after the township has given written notice to the waste hauler to cure the violation within 30 days, the township shall be entitled to take the following action.

(1) If the violation constitutes the first uncured violation, or the first failure to cure a violation within those 30 days, and the same violation has not resulted in damage to any person or property, the waste hauler shall pay the township, as liquidated damages, the sum of $1,000.00.

(2) If the waste hauler has previously had one or more uncured violations or one or more failures to cure a violation within those 30 days, and there is an additional uncured violation or failure to cure a violation in a timely manner, or if any violation or failure to cure a violation has resulted in damage to property, the waste hauler shall pay the township, as liquidated damages, the sum of $2,000.00, in addition to paying compensation for any property damage.

(3) If the waste hauler is found to be in violation of any of the terms of the article and if the violation has resulted in personal injury to one or more persons, the waste hauler shall pay to the township, as liquidated damages, the sum of $25,000.00, in addition to paying compensation for any personal injury. Further, the township may terminate the waste hauler’s license.

(c) Before any of the actions described in subsection (b) of this section are taken against the waste hauler, the waste hauler may request a hearing before the township.
(1) If a hearing is requested by the waste hauler, the township shall permit the waste hauler to show cause why the penalty in question should not be assessed. The show-cause hearing will be held at a public meeting of the township board within 30 days after receipt of the waste hauler’s written request for the hearing.

(2) After the show-cause hearing, the township may determine whether to assess the penalty in question. The determination shall be within 14 days after the public hearing is held. In making that determination, the township board shall be granted broad discretion to attach conditions to the continuation of the license, including an assessment of costs or fees in addition to any other penalties for violation of this article.

(3) If the township board determines in its discretion that no violation of this article has occurred, then a written summary of the determination shall be placed in the waste hauler’s file maintained by the township.

(4) Notwithstanding any other provision of this article, pursuant to Michigan Constitution (1963) article VII, section 19, and pursuant to this article itself, any license granted under this article is subject to revocation at will by the township board.

(d) For each failure to make a collection from a residential unit in accordance with the schedule of collection where corrections of such occurrence is not made by 12:00 noon the following day, the township may assess the waste hauler the sum of $50.00 per residential unit missed, as liquidated damages suffered by the township. However, if the failure to make a collection is the result of a flood, extremely icy or otherwise hazardous conditions of streets and roads, or any other act of God, such breach shall be waived by the township and no assessment of liquidated damages shall be made. Complaints of this nature will be referred to the waste hauler who shall remedy the condition by 12:00 noon the day following the referral.

Section 2. Effective Date. This Ordinance was approved and adopted by the Township Board of the Township of Spring Lake, Ottawa County, Michigan, on ______________, 2022, and it is ordered to take effect 30 days after publication of its contents or a summary of its contents in the Grand Haven Tribune, a local newspaper of general circulation in the Township, pursuant to the provisions of Act No. 246 of the Public Acts of 1945, as amended.

______________________________  ______________________________
John Nash, Township Supervisor   H. Carolyn Boersma, Township Clerk
CERTIFICATE

I, H. Carolyn Boersma, Clerk for the Township of Spring Lake, Ottawa County, Michigan, certify that the foregoing Solid Waste Ordinance was adopted at a meeting of the Township Board held on __________________, 2022. The following members of the Township Board were present at that meeting: ________________________________

______________________________________________________________________________.

The following members of the Township Board were absent: ________________________________

______________________________________________________________________________.

The Ordinance was adopted by the Township Board with members of the Board ________________ voting in favor and ____________________________________________ members of the Board voting in opposition. The Ordinance or a summary was published in the Grand Haven Tribune on __________________, 2022.

H. Carolyn Boersma, Township Clerk
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Christine Burns, Village Manager
DATE: September 9, 2022
RE: Barber School Refresh

Background: On May 16, 2022 Council created a committee to evaluate Barber School and it’s future needs. The following people were appointed to assess Barber School and report back their findings to Council:

- David Dye: Architect
- Kristen Horine: Parks & Recreation Board Member & Landscape Architect
- Lesley VanLeeuwen-Vega: DDA Vice-Chair, Planning Commission Vice-Chair, Graphic Designer
- Sandy Parker: DDA Member, small business owner
- Tamela Gallagher: Interior Designer

The committee met on numerous occasions to assess the site, evaluate the building and discuss current and potential uses. They considered functionality, aesthetics, maintenance, safety/security and revenue potential. Ultimately, they prioritized the list of needs for presentation to Council.

Issues & Questions Specified: Should Council accept the findings of the Committee and ask the Historic Conservation Committee (HCC) to weigh in on the recommendations?

Alternatives: Do not ask the HCC to weigh in on the committee’s recommendations.

Financial Impact: Varies depending on the course taken.

Recommendation:
- Forward the documents to the HCC for review.
- Utilize the recommendations of the committee to formulate a plan to move forward in a phased approach.
- Approach the DDA about their desire to fund some/all of the improvements

Attachments:
Landscape rendering
Prioritization of need
Barber School Building + Grounds
Project Recommendations

### ENTRANCES/EXITS
- Replace all residential-style doors (4 singles/1 double) with commercial doors and panic hardware
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- Full glazing on main entry door
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- Electronic key pad access on doors
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1

### INTERIOR
#### Main Room
- Move wall mural to east wall of Heritage Room
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- Repair/paint south wall
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- Paint entry vestibule to match existing white walls
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- Replace carpet tiles with cleanable luxury vinyl plank
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- If carpet tile is replaced, sound baffling and screening may be needed to reduce room noise
  - Functionality 3
  - Aesthetics 3
  - Maintenance 3
  - Safety/Security 3
  - Revenue 3
  - Priority 3

#### Restrooms
- Replace older vinyl flooring to match hallway material
  - Functionality 3
  - Aesthetics 3
  - Maintenance 3
  - Safety/Security 3
  - Revenue 3
  - Priority 3
- Evaluate need to replace fixtures in either room
  - Functionality 3
  - Aesthetics 3
  - Maintenance 3
  - Safety/Security 3
  - Revenue 3
  - Priority 3

#### Heritage Room
- Prep east wall to install mural
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1

#### Kitchen
- Add lockable roll-up door over pass-through counter
  - Functionality 3
  - Aesthetics 3
  - Maintenance 3
  - Safety/Security 3
  - Revenue 3
  - Priority 3
- Closable door with key pad lock to kitchen entrance
  - Functionality 3
  - Aesthetics 3
  - Maintenance 3
  - Safety/Security 3
  - Revenue 3
  - Priority 3
- Would allow renters to pay extra for kitchen access
  - Functionality 3
  - Aesthetics 3
  - Maintenance 3
  - Safety/Security 3
  - Revenue 3
  - Priority 3

#### Basement
- Begin charging rental for use of the storage rooms
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- Install key pads on room doors
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- Replace door at stairs in the NW corner with door that includes panic hardware
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1

### EXTERIOR
- Repair rotted siding areas or replacing all siding
  - Functionality 2
  - Aesthetics 2
  - Maintenance 2
  - Safety/Security 2
  - Revenue 2
  - Priority 2
- When siding is repainted, should color be changed?
  - Functionality 2
  - Aesthetics 2
  - Maintenance 2
  - Safety/Security 2
  - Revenue 2
  - Priority 2
- Improve lighting choices to match building character
  - Functionality 2
  - Aesthetics 2
  - Maintenance 2
  - Safety/Security 2
  - Revenue 2
  - Priority 2

### GROUNDS
- Recommend that the gazebo be demolished
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- Consider replacement pergola or other structure
  - Functionality 2
  - Aesthetics 2
  - Maintenance 2
  - Safety/Security 2
  - Revenue 2
  - Priority 2
- Install wrought iron fence (SL standards) along north / south yard edges to create street barrier and define area limits where alcohol can be served
  - Functionality 2
  - Aesthetics 2
  - Maintenance 2
  - Safety/Security 2
  - Revenue 2
  - Priority 2
- Trees/bushes inspected for trimming or removal
  - Functionality 1
  - Aesthetics 1
  - Maintenance 1
  - Safety/Security 1
  - Revenue 1
  - Priority 1
- Evaluate need for new landscaping across property
  - Functionality 2
  - Aesthetics 2
  - Maintenance 2
  - Safety/Security 2
  - Revenue 2
  - Priority 2
- Evaluate sidewalks/hardscape for modification (ADA) depending on the pergola/structure design
  - Functionality 2
  - Aesthetics 2
  - Maintenance 2
  - Safety/Security 2
  - Revenue 2
  - Priority 2

*Note: All repairs/improvements may add to revenue, if venue events or storage rentals increase as a result*
Barber School Building + Grounds
Project Recommendations

PRIORITY 1

ENTRANCES/EXITS
• Replace all residential-style doors (4 singles/1 double) with commercial doors and panic hardware
• Full glazing on main entry door
• Electronic key pad access on doors

INTERIOR
Main Room
• Move wall mural to east wall of Heritage Room
• Repair/paint south wall
• Paint entry vestibule to match existing white walls

Heritage Room
• Prep east wall to install mural

Basement
• Begin charging rental for use of the storage rooms
• Install key pads on room doors
• Replace door at stairs in the NW corner with door that includes panic hardware

GROUNDs
• Recommend that the gazebo be demolished
• Trees/bushes inspected for trimming or removal

PRIORITY 2

EXTERIOR
• Repair rotted siding areas or replacing all siding
• When siding is repainted, should color be changed?
• Improve lighting choices to match building character

GROUNDs
• Consider replacement pergola or other structure
• Install wrought iron fence (SL standards) along north / south yard edges to create street barrier and define area limits where alcohol can be served
• Evaluate need for new landscaping across property
• Evaluate sidewalks/hardscape for modification (ADA) depending on the pergola/structure design

PRIORITY 3

INTERIOR
Main Room
• Replace carpet tiles with cleanable luxury vinyl plank
• If carpet tile is replaced, sound baffling and screening may be needed to reduce room noise

Restrooms
• Replace older vinyl flooring to match hallway material
• Evaluate need to replace fixtures in either room

Kitchen
• Add lockable roll-up door over pass-through counter
• Closable door with key pad lock to kitchen entrance
• Would allow renters to pay extra for kitchen access

*Note: All repairs/improvements may add to revenue, if venue events or storage rentals increase as a result*
MEMORANDUM

Date: September 9, 2022

To: Spring Lake Village Council

From: Cassandra Hoisington – Village Planner

Subject: Final PUD Application – Samaritas Senior Living Development

BACKGROUND

Recall the Samaritas Affordable Living Development project previously recommended for preliminary approval at the May 24th PC meeting. The Final PUD application will be reviewed by Planning Commission at a special meeting on September 12th, where it is expected to be recommended for approval by Village Council.

The purpose of the Final PUD approval is to allow the developer time to obtain the necessary permits, then submit the final documentation for staff to review and ensure there is substantial similarity between the approved preliminary plans and the proposed final plans. In most cases, there may be slight site design changes due to permitting requirements or outside factors, but those changes do not typically result in significant changes to the plans.

Because of the unique circumstances with Samaritas, being that the project is fully dependent on receiving funding from the State’s Low Income Housing Tax Credits (LIHTC) program and are on a tight timeline, the developer has requested to obtain conditional approval for the Final PUD application. One of the requirements for approval by LIHTC is that the project is fully approved by the local municipality and not subject to any further approvals.

If Village Council is inclined to recommend approval of the PUD then conditions of approval may be included to allow Village staff to review the final documentation prior to a building permit being issued. If significant changes were to occur, the developer would then be required to resubmit the application for preliminary approval.

FINAL SUBMITTAL

Staff have reviewed the plans and confirmed they are substantially similar to the plans submitted in the Preliminary PUD application.

Changes in the plans from the preliminary approval include the following:

- Landscape changes
  - More trees now planned for removal due to required utility line easement.
  - Plant species diversification.
• Lighting fixture change.
  o Changed unshielded fixture for shielded fixture.

**Required Agreements & Permits**

As mentioned previously, there are a number of approvals that will be required prior to a building permit being issued, but have not been issued or approved yet. Because the development is fully dependent on receiving the funding, without the funding the project will not come to fruition. The Village Attorney advised that any outlying permits may be reviewed administratively if the Planning Commission is agreeable to adding those items as a condition of approval. Staff do not anticipate any outstanding approvals as cause for significant site design changes; these items are listed below:

• Utility line easement
  o Agreement has been drafted by the Village Engineer and reviewed by the developer.
• Lot line transfer
  o To be processed pending LIHTC approval.
• SESC Permit
• EGLE Waterline Permit
• MDOT Driveway Permit

Additionally, a few minor changes to the landscape plan are required pertaining to native species selection.

**SAMPLE MOTIONS**

If the Village Council finds the application complies with the standards, the following motion can be offered:

**Motion to conditionally approve** the Samaritas Affordable Housing Final PUD application. This is based on the application meeting the requirements and standards set forth by the Spring Lake Village Zoning Ordinance and Master Plan. Approval is subject to the following conditions:

1. Tree removal shall be limited to those noted as being removed in the submittal plans. Replacement is required for any of the trees noted to be preserved on site that were damaged during or (including, but not limited to construction-related activities) within a two-year time frame from the issuance of a certificate of occupancy.
   a. Replacement trees shall be planted in alignment with the requirements in Section 390-92.J.
2. Shall provide a revised landscape plan, which shall be reviewed by staff administratively.
3. Shall obtain all necessary Federal, State, and County permits prior to a building permit being issued, which shall be reviewed by staff administratively.

4. *List the conditions*…

If the Village Council finds the applicant must make revisions, the following motion can be offered:

**Motion to table** the Samaritas Affordable Senior Living Development Final PUD application, and direct the applicant to make the following revisions:

1. *List the revisions.*

CC: Christine Burns, Village Manager.
Residents of Spring Lake Village and other interested parties, take notice that the Spring Lake Village Council will hold a public hearing on Monday, September 19, 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:

**732 & 736 E Savidge St – Samaritas Affordable Living:** Village Council will consider a request for Final PUD Approval of a Multi-Family Apartment Planned Unit Development that would consist of one 4-story building comprised of 53 units. This 1.80 acre site is located at 732 East Savidge Street and 736 East Savidge Street, Parcel No.’s 70-03-14-375-015, 70-03-14-375-048, and part of 70-03-14-375-049.

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 Jordan Schwing, 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: September 3, 2022
**WORK SESSION AGENDA REPORT**

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

**FROM:** Christine Burns, Village Manager

**DATE:** September 9, 2022

**RE:** Livestream Policy

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**Background:** During Covid, Zoom meetings became the norm and it became apparent that residents enjoyed the ability to participate in meetings from the comfort of their own homes. When Communications Specialist Tyra Jonas came on board in 2021, she elevated our outreach to the community and began livestreaming meetings on Facebook. While viewing/attendance varies and as dropped off, post-covid, we still have our regular remote attendees.Livestreaming meetings is not a requirement of the OMA, it is simply a service we voluntarily provide so that our residents can stay in touch. If the Village wishes to continue to livestream meetings, it is suggested by staff that a policy be adopted regarding such.

**Issues & Questions Specified:** Should the Village continue livestreaming meetings via Facebook? If so, should a policy be adopted?

**Alternatives:**
- Cease livestreaming the meetings.
- Do not adopt a policy.

**Financial Impact:** The financial impact of purchasing equipment has already occurred. At this time, it is simply the wages associated with having a staff member attend the meetings.

**Recommendation:** Adopt a policy regarding livestreaming meetings.

**Attachments:** Sample policy.
Livestream Platform:

- Facebook

Livestream Policy – Village of Spring Lake

- Key Topics to consider:
  - **Procedures:** Regular and Special Council Meetings held at Barber School will be streamed live on the internet via the Village of Spring Lake’s official government Facebook page. Recordings of the meetings will remain on the aforementioned site. Executive Sessions will not be recorded. Other meetings held at Barber School as authorized by the Village Manager may also be streamed live. Those meetings that are unable to be live-streamed will be tape recorded. There may be situations where, due to technical difficulties, a livestream may not be available. Whilst every effort will be made to ensure the livestreaming and website are up functioning smoothly, the Council and Village of Spring Lake staff take no responsibility for and cannot be held liable for the livestreaming or Council website being temporarily unavailable due to technical issues beyond its control. Technical issues may include, but are not limited to, the availability of the internet connection, device failure or malfunction, unavailability of social media platforms or power outages.
  - **Notice to Meeting Attendees and Viewers:** By attending a Village Council meeting, those in attendance consent to being recorded. The Village of Spring Lake has established processes for receiving public comments, which does not include social media. As such, questions and comments posted to social media during a live broadcast will not be responded to by any Village of Spring Lake Council Member or staff.
  - **Termination of Livestream and Corrections:** Public Council meetings are an open forum of statements, questions and answers. Occasionally, comments could be made which may be regarded as offensive, defamatory, inaccurate or contrary to law. By livestreaming and publishing recordings of meetings, the potential audience is significantly increased, which also increases the likelihood of such occurrences. Accordingly:
    - The Village of Spring Lake does not accept any responsibility for comments made during meetings which are inaccurate, incorrect or defamatory and does not warrant nor represent that the material or statements made during the streamed meetings are complete, reliable, accurate or free from error. The Council does not accept any responsibility or liability for any loss, damage, cost, or expense you might incur as a result of the viewing, use or reliance of information or statements provided in the livestreaming/recording of Council meetings.
    - The Village Manager and/or Chair have the discretion and authority during a meeting to correct inaccuracies and/or direct the termination or interruption of livestreaming if they believe it is advisable to do so. Such direction will only be given in exceptional circumstances, where the content of debate is considered misleading, defamatory, or potentially inappropriate to be published.
    - Following any meeting, the Village Manager and/or Chair has discretion to direct the exclusion of all or part of any meeting recording which he/she deems to be inappropriate. Material considered as inappropriate may include, but is not limited to:
- Profanity, Vulgarity or Obscenity
- Hate Speech or Discrimination
- Inaccuracies or Misinformation
- Defamation
- Infringement of Copyright
- Breach of Privacy or Disclosure of Personal Information
- Confidential or Privileged Council Information
- The opinions or statements made during the meeting are those of the individuals, and not necessarily the opinions or statements of the Village of Spring Lake. The Village of Spring Lake does not necessarily endorse or support the views, opinions, standards, or information contained in the livestreaming/recording of the Council meetings.
Livestream Platform:

- Facebook

Livestream Policy – Village of Spring Lake

- Key Topics to consider:
  - Procedures: Regular and Special Council Meetings held at Barber School will be streamed live on the internet via the Village of Spring Lake’s authorized services listed at https://www.facebook.com/villageofspringlake. Recordings of the meetings will remain on https://springlakevillage.org/communications-media/. Other meetings held at Barber School as authorized by the Village Manager may also be streamed live. Those meetings that are unable to be live-streamed will be tape recorded. There may be situations where, due to technical difficulties, a livestream may not be available. Whilst every effort will be made to ensure the livestreaming and website are up functioning smoothly, the Council and Village of Spring Lake staff take no responsibility for and cannot be held liable for the livestreaming or Council website being temporarily unavailable due to technical issues beyond its control. Technical issues may include, but are not limited to, the availability of the internet connection, device failure or malfunction, unavailability of social media platforms or power outages.
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Elizabeth Williams
217 William St.
Spring Lake, MI 49456

Re: 217 William St.
NOTICE OF VIOLATION; CEASE AND DESIST

Dear Ms. Williams:

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 217 William St. (PPN 70-03-15-481-018) (“Property”).

As the Village explained in its earlier correspondence to you, use of the Property for short-term rentals is allowed only with prior Special Land Use approval, and then only in compliance with the applicable ordinances. Further, there is currently a moratorium on short-term rental permits, meaning that no new short-term rentals may be permitted at this time.

In an effort to avoid further enforcement action, the Village requested your cooperation in bringing the Property into compliance. Despite the Village’s efforts, however, the Property is still being used and offered as a short-term rental in violation of Village ordinances. In fact, as of today, the VRBO listing displays multiple reviews from people who “stayed August 2022” and allows public users to reserve various dates for a “1 night minimum stay”:

![VRBO Listing Screenshot](image-url)
Unlawful use or occupancy of the Property in violation of Village ordinances is a municipal civil infraction violation for which fines, costs and costs of prosecution (including attorney fees) may be awarded against the responsible person(s). It also constitutes a public nuisance that may be abated by injunctive or other equitable relief by the Court.

To avoid legal action, you and your agents must **IMMEDIATELY CEASE AND DESIST ALL UNLAWFUL SHORT-TERM RENTAL ACTIVITY AT THE PROPERTY AND REMOVE ALL LISTINGS AND ADVERTISEMENTS FOR THE UNLAWFUL SHORT-TERM RENTAL USE NOT LATER THAN AUGUST 30, 2022.** Failure to do so will result in enforcement proceedings against the owner, its agents, and/or any other persons owning or occupying the Property in violation of Village ordinances. No additional notices will be issued prior to enforcement action, including initiation of court proceedings. Your cooperation is appreciated.

Sincerely,

Crystal L. Morgan

cc: Village of Spring Lake File
Hi Vicki,

Not a soapbox item at all. We did adopt an ordinance that requires motorists to stop for pedestrians when they are within the crosswalks. We're all legal there. We had a utility contractor put his cones out around his truck yesterday while he was doing his Miss Dig work and it was creating havoc at S. Division and Exchange. Apparently, common sense isn't so common anymore 😞. We had the DPW have a conversation with him about his cone placement (which seemed apparent to the rest of the world...but not him). We're hopeful that the message has been conveyed (at least to that utility company) and the issue has been resolved. If you come upon it again in the future, please feel free to let me know. You can also text me at 616-788-8945 if that's easier. We will get someone out that ASAP. Probably be OCSO next time.

Thanks again!

Chris

-----Original Message-----
From: Vicki <alexls@charter.net>
Sent: Wednesday, September 7, 2022 12:12 PM
To: Christine Burns <christine@springlakevillage.org>
Subject: Exchange Street - Weerstra

Hello, hope all is well. I am emailing you a soapbox item. There are more crosswalk cones at the intersections on exchange. Some of the locations are not good, as we talked before. There is an issue with a contractor having their cones up and they are at a location with a walk come, the cones are getting hit with not enough room for bigger cars. If there is an accident, the village may have exposure since they are not law or an ordinance.

You might want to check tonight.

Sent from my iPhone
Hello!

Judy Jayne called this morning, expressing her concern over 2 boats that she asserts have been docked at Tanglefoot boat launch for over a week...

She asserts that they are parked in an area that states “no overnight parking”.

She wanted me to pass the word on and have it looked into.

If you have any questions, she provide 616-842-3839 as the best means of contacting her.

Thank you for your time 😊

Jordan Schwing
DEPUTY CLERK
102 West Savidge St., Spring Lake, MI 49456
p. 616.842.1393 f.616-847-1393
jordan@springlakevillage.org
ATTN:

Spring Lake Village Council

I am writing to inform you that I have, again, been a victim of vandalism on my private property at 120 North Lake Avenue in the Village of Spring Lake.

My property is a Meets and Bounds lot. By professional survey, I own an additional 16 feet out to the middle of North Lake Avenue in front of my home.

When I moved here in 1992, I began a major property restoration including creating flower beds around the three mature trees in the median (between the sidewalk and the street.) I always kept them well groomed.

On 1-14-22 I discovered the Mulberry bushes around the tree stump (which had been the South facing tree) had been hacked down, again.

8.8.22
I later learned that Village Manager Chris Burns had sent an order to the Village DPW to have them chop down the Mulberry bushes that she claimed were tree branches growing out of the tree stumps plus growing out far enough to be considered interference. This is false. They are Mulberry bushes that I've always pruned, kept a reasonable height and width, and kept well groomed. Also, they are on my private property inside the meets and bounds lot. I was not notified this destruction was going to take place (for the third time.) I feel seriously victimized. When I drive through the village I observe plants and trees at other locations growing over sidewalks plus streets. Not once have I seen them hacked down.

Because of the destruction on end to my private property and the hostility toward me, I am
requesting that a penalty be issued to Village Manager, Chris Burns. Please do not penalize the DPW. They were just following the Village Manager’s orders.

Thank you for your commitment to the Village Council. Please notify me of your response to this serious issue.

Sincerely,

Elizabeth J. Wheeler
Spring Lake Village Resident
August 15, 2022

Ms. Karen Schmitt Losee
426 Adams
Grand Haven, MI 49417

Dear Ms. Losee,

Thank you for your recent donation of two large boulders to the Village of Spring Lake. The boulders will be used to hold a bronze plaque, honoring two philanthropic members of our community. You can visit them on Lakeside Trail (one at N. Lake Street and one near the hockey rink).

We estimate the value of each boulder at $500. As a local unit of government, your donation should be tax deductible, but we recommend that you check with your tax preparer to adhere to all tax laws.

We are appreciative of your generosity, as are the families whose loved ones will be remembered in perpetuity.

Fondly,

Christine Burns
Village Manager
Good Morning Chris,

Please share this with the Village Council:

We were contacted yesterday by Senator Stabenow’s office that our FEMA Assistance to Firefighters Grant (AFG) application was funded in the amount of $174,095. These funds will be used over the next couple of years to train 5 - EMTs to become Paramedics.

Congratulations are in order for Chief Stalzer for all of his dedication and hard work putting together this proposal. An information sheet is attached.

Best Wishes,

Gordon Gallagher
Gordon Gallagher
Spring Lake Township Manager
(616) 844-2103 (direct dial)
(616) 502-7161 (cell phone)
ggallagher@sltwp.org

“Don’t Forget to be Kind to Yourself ”
Information on the AFG Grant Award:

Awarded funding = $173,095

What will funding be used for? Training for five (5) personnel to receive Paramedic training with end goal of the SLFD transitioning from a non-transporting BLS to a non-transporting ALS agency.

What problem will be solved? Or how will the project benefit our community? The Spring Lake response area continues to see rapid growth, especially in residential developments and in our older population, which makes up the bulk of our response demographics. Spring Lake has become a hot spot to retire to and this is seen in the 34% population growth between the 2010 and 2019 estimates provided by the United States Census Bureau. NFPA states that the older adult makes up about 12 percent of the overall population. In our service area, that number jumps up to over 24% of our population. We have five (5) large older adult communities, two (2) assisted living communities and one (1) skilled nursing facility in our response area. The result is an increase in call volume for our community. Calls have increased 44% over the last 20 years, 24% over the last 10 years and 21% over the last 5 years.

Spring Lake Fire Department provides non-transporting basic life support services to Spring Lake Township and the Village of Spring Lake. Transporting Paramedic service is provided by North Ottawa Community Hospital Ambulance and other surrounding mutual aid ambulance companies.

In recent years, there has been an increased strain on EMS services. This has been caused by an increase in medical related calls, complications from COVID-19 and a decrease in Paramedic level staffing across the area and Country. In a recent study conducted by American Ambulance Association (AAA) of 258 EMS Organizations across the county, it was stated that nearly one third of the workforce left their ambulance company after less than a year. 47% leaving for a career change of which 45 % were Paramedics. The result is an increase response times from our local ambulance agency. There have also been more deferments to mutual agencies ambulance agencies and calls requiring Spring Lake Fire to provide personal on the ambulance during transport. We believe this instability and delay in on scene ALS care will continue in West Michigan area.

Spring Lake Fire Department would like to improve service by transitioning from a non-transporting Basic Life Support to a non-transporting Advanced Life Support agency. Our goal is to have at least one Paramedic on each shift with BLS back up support.

This grant will bring benefit to the local citizens, surrounding communities and decrease the impact on the strain of local transporting EMS Services occurring due to COVID-19 and staffing trends. Citizens and visitors of Spring Lake will benefit from the decrease in response times with fire department ALS staffed units.

Spring Lake Fire Department will also be able to assist surrounding mutual aid fire departments with Advanced Life Support care, especially during long delays with transporting agencies. All surrounding fire agencies adjacent to Spring Lake are either Medical First Responder or Basic. Two of the adjacent departments are completely part paid and rely on our service as a backup when personnel are not available.

The support of this program and its expense will not only result in an immediate improvement in patient care but will create a pathway for future alternative local EMS system models, including a transition to Fire Department ALS patient transport if the current model disintegrates under the current strain.
Important Update About RAP Awards

Dear Grand Haven, Spring Lake, Ferrysburg Chamber of Commerce,

Today I am writing to let you know that your Revitalization and Placemaking (RAP) application was not selected to proceed for a grant award. It is a difficult message to share, because there were many worthy applications submitted by passionate people like yourself who have developed creative ideas to bring greater vitality to their communities.

I would like to sincerely express my gratitude for your vision for community development and your consideration of this program as a way to make that vision a reality. If you are interested in a call to discuss your proposed project and the possibility of other resources that may be available to support advancing that project, please respond to this email and we will work to schedule a call with you and our Regional Prosperity team.

Best Regards,

Michele Wildman
Executive Vice President, Economic Development Incentives
President **Powers** called the meeting to order at 7:00 p.m.

1. **Sidewalk Trip Hazard Elimination (Kyle Botbyl)** – **Council** discussed the $40,343 quote that was received from Precision Concrete Cutting and the benefits of replacing sidewalks determined to be trip hazards.

2. **Easement 213 S. Cutler** - The Village approved the installation of Level 3 Fast Chargers at 213 Cutler Street. In order for Consumers Energy to run power to those charging stations, it is necessary to approve an easement.

   **Council** discussed this previously and agreed to place this item on the consent agenda for approval.

3. **Charging Station License Amendment** - **Council** briefly discussed the amendment made regarding the charging station agreement that increased the number of charging stations from two to four before agreeing to place it on the consent agenda for approval.

4. **Board Appointments (ZBA & DDA)** - **Stepanian** summarized the current Board vacancies with the Village; it was recommended to appoint Patrick Roggenbau to the DDA and Erika Garrison-Bower to the Zoning Board.

   **Council** agreed to add the appointments to the consent agenda.

5. **Proposed Personnel Policy Changes** - **Stepanian** spoke regarding irregularities identified by the MML to the current personnel policy regarding staff vacation day; as well as, updating the document to include a tuition reimbursement policy similar to those in neighboring communities.

   **Stepanian suggested** that Ron Bultje review the standing personnel policy in an effort to curb any oversights since its inception in 2002.

   **Council** discussed the proposals and a potential direction to move forward with them in the future.

6. **Buoys on Spring Lake** - **Stepanian** submitted to **Council** that the Buoys in Spring Lake had been moved from their 2018 location, due to high water levels.

   **Council** discussed the buoys’ current position and whether there would be public interest in moving them back into their historic position.

7. **Resolution of Support, North Bank Trail** - **Council** agreed to add support for future extension of the bike trail from Nunica into Coopersville to the consent agenda.
8. Communications
- Complaint - French
- Complaint - Gluck
- Complaint – LaFrance
- Complaint - Molotky
- Compliment - Cate
- Compliment – Holdmann
- Compliment - Young
- Inquiry – Doolittle
- Inquiry – McMaster
- Inquiry – VanWeelden
- Inquiry - Zacek
- Invitation – YMCA
- MPO Dues Letter

9. Interviews for Council Vacancy- Council members took turns asking questions of the applicants, Lesley Van Leeuwen-Vega and Daniel Abbott, regarding their interest and commitment to serving on Council.

Council applicants recused themselves so the Board could deliberate candidate appointment for meeting on August 15th, 2022.

Council was leaning towards the appointment of Dan Abbott to the vacated seat until January 1, 2023.

10. Minutes – The minutes for July 11, 2022, Work Session and July 18, 2022, regular meeting were attached for review.

11. Public Comment – N/A

12. Adjournment- There being no further business, Village Council adjourned the meeting at 8:10 p.m.

Mark Powers, Village President                        Jordan Schwing, Deputy Clerk
1. **Call to Order**

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

2. **Pledge of Allegiance**

3. **Roll Call**

   **Present:** Duer, Miller, Petrus, Powers, Van Strate.

   **Absent:** TePastte

   Motion by **Petrus**, second from **Van Strate** to excuse **TePastte**

      Yes: 5  No: 0

4. **Appointment of Council Member**

   **Subject:** Due to the recent resignation of Council Member Michelle Hanks, a Village resident must be appointed to fill the remainder of Ms. Hanks term. Two applications were received, and interviews were conducted at the Work Session on August 8, 2022. (Mr. Abbott was not able to attend the meeting and will be sworn in at a later date.)

   Motion by **Miller**, second from **Duer** to appoint Daniel Abbott to fill the remainder of Michelle Hanks term on Village Council.

      Yes: 5  No: 0

5. **Approval of the Agenda**

   Motion by **Deur**, second from **Van Strate**, to approve the agenda.

      Yes: 5  No: 0

6. **Consent Agenda**

   A. Approved the payment of the bills (checks numbered 62400 to 62446 and electronic payments 297 to 302) in the amount of $722,062.49.
B. Approved the minutes for the July 11, 2022, work session and the July 18, 2022 regular Council meeting.

C. Approved a contract with Precision Concrete Cutting for sidewalk trip hazard removal in an amount of approximately $40,343.00.

D. Approved an easement with Consumers Energy for 213 S. Cutler Street.

E. Approved an amendment to a Charging Station License with Roan & Blacks, Inc. for the lease of 4 parking spaces at 213 S. Cutler for 12 years.

F. Appointed Patrick Roggenbau to the Downtown Development Authority Board with a term expiring 11/2025.

G. Appointed Erika Garrison Bauer to the Zoning Board of Appeals as an Alternate member, with a term expiring 11/2022.

H. Approved Resolution 2022 – 08, a Resolution of support for the North Bank Trail.

   Motion by Duer, second from Van Strate, to approve the Consent Agenda.

       Yes: 5  No: 0

6. General Business

A. USDA Engineering Agreement

   Subject: The USDA requires a written agreement between the Village and Moore & Bruggink for engineering services related to the infrastructure projects.

   Council had no further discussion.

   Motion by Duer, second from Petrus to approve an Engineering Agreement with Moore & Bruggink.

       Yes: 5  No: 0

7. Department Reports

A. Village Manager- Burns reported that a cease-and-desist letter would be sent out by Crystal Morgan regarding illegal short-term rental property. Burns added that a Grand Haven resident donated two large boulders and that they will be used to mount plaques on for two sculptures.

   B. Assistant to the Manager

   C. Clerk/Treasurer/Finance Director
D. DDA  
E. Communications  
F. OCSO  
G. Fire/911  
H. DPW  
I. Zoning/Planning  
J. Water  
K. Sewer  
L. Minutes from Various Board & Committees  
   a. Planning Commission (05/24/2022)  
   b. DDA (06/09/22 & 06/26/22)  
   c. Parks & Recreation (05/02/22)  

8. Old Business and Reports by the Village Council - N/A  
9. New Business and Reports by Village Council – N/A  
10. Status Report: Village Attorney- N/A  
11. Statement of Citizens  
   Alexis Molotky, 315 Meridian St, addressed Council regarding the removal of the invasive Japanese Knotweed encroaching on her property from the swamp behind her lot. Council agreed to discuss at the September Work Session.  
12. Adjournment  
   Motion by Van Strate, second from Duer, Village Council adjourned the meeting at 7:16 p.m.  
   Yes: 5  No: 0  

__________________________    __________________________  
Mark Powers, President           Christine Burns, Village Manager