<table>
<thead>
<tr>
<th>Time</th>
<th>Agenda Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 p.m.</td>
<td>Request for Reimbursement (Cleghorn)</td>
</tr>
<tr>
<td>7:15 p.m.</td>
<td>Tuition Reimbursement (Marv Hinga)</td>
</tr>
<tr>
<td>7:18 p.m.</td>
<td>Finance Committee Vacancy (Marv Hinga)</td>
</tr>
<tr>
<td>7:21 p.m.</td>
<td>Tree Trimming Bids (Wally Delamater)</td>
</tr>
<tr>
<td>7:26 p.m.</td>
<td>Waste Hauler RFP</td>
</tr>
<tr>
<td>7:30 p.m.</td>
<td>Communications</td>
</tr>
<tr>
<td>7:38 p.m.</td>
<td>Minutes</td>
</tr>
</tbody>
</table>

Minutes of the September 12, 2022 Work Session and September 19, 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 October 13.

<table>
<thead>
<tr>
<th>Time</th>
<th>Agenda Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:39 p.m.</td>
<td>Public Comment</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Time</th>
<th>Agenda Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:45 p.m.</td>
<td>Adjourn</td>
</tr>
</tbody>
</table>
Background: Kurt & Susan Cleghorn hired Jerry McMillan to replace their driveway & apron at 220 Barber Street. Mr. McMillan failed to secure a ROW permit for the project. DPW Director Wally Delamater made contact with Mr. McMillan when he noticed the work already underway. Wally went over the process of obtaining a permit to work within the Village’s ROW (permit is located on the Village’s website homepage) with Mr. McMillan but never spoke with the homeowner. The homeowner did apply for a permit to replace the driveway apron on August 10, 2022. At no time did the homeowner or Mr. McMillan secure a permit to replace sidewalk at 220 Barber Street and no proof of insurance, licensing or bonding was provided. On September 15, 2022 Ms. Cleghorn submitted a request to be reimbursed for the replacement of her sidewalk.

Staff did a search of the State of Michigan Licensing and Regulatory Affairs (LARA) database and it does not appear that Mr. McMillan is a licensed contractor. To confirm this information, a call was placed to the bureau at 517-241-9309. Alysha at LARA confirmed that the contractor was not licensed according to their records; if he had been licensed, that information is also to be included on the invoicing.

Sidewalks at 220 Barber were not noted to be ground on Phase I or Phase II of the sidewalk survey completed by Precision Concrete Cutting, nor were they in such poor condition that they were scheduled for replacement on the RFP that was let in the Spring & Fall of 2022.

Issues & Questions Specified: Should the Village reimburse Ms. Cleghorn for the replacement of sidewalk located at 220 Barber Street. Village ordinance 326.10 states the cost of sidewalk repairs are the responsibility of the abutting property owner.

The DPW has, in the past, secured contractors to replace sidewalks in various locations throughout the Village. We have not done a major sidewalk replacement in recent history as our pathway millage has been allocated to larger projects such as the connector path to Grand Haven and Ferrysburg as well as the replacement of lights along Lakeside Trail. The Village did solicit an RFP this past spring to secure a concrete contractor; no proposals were received. The Village commenced a sidewalk grinding program this fall and again solicited the same RFP for sidewalk replacement with the same result (no sidewalk replacement proposals were received). By bidding out a project, the Village hopes to receive the best price from a licensed and insured contractor.
contractor. Allowing homeowners to replace sidewalks in Village rights-of-way removes quality control (i.e. How thick was the sidewalk that was poured? What was the quality/mixture of the concrete?) and increases liability as the Village only hires licensed and insured contractors.

**Alternatives:**

Reimburse Ms. Cleghorn $1,160 for the replacement of her sidewalk.

Do not reimburse Ms. Cleghorn for the replacement of sidewalk.

**Financial Impact:** Varies depending on the alternative selected. Zero financial impact if Ms. Cleghorn in not reimbursed. Should Council decide to reimburse Ms. Cleghorn for the sidewalk, they should expect other residents to take it upon themselves to replace their sidewalk and request reimbursement after-the-fact. That financial impact is unknown.

**Recommendation:** Do not reimburse property owners for sidewalk replacement that was performed without a permit or permission from the Village by a contractor who is apparently unlicensed.

**Attachments:**

Email Communication
Invoice
ROW Permit
The invoice is marked paid in full. Our cancelled check is for our entire cement project and we don’t think the village needs to have that much information.

Sent from my iPhone

On Sep 26, 2022, at 9:30 AM, Christine Burns <christine@springlakevillage.org> wrote:

Ms. Cleghorn,

Thank you for the invoice. I will also need a copy of the cancelled check showing that the invoice has been paid (please see email exchange on 09/16/22 at 10:56 a.m.)

This will be placed on the October Council agenda for their consideration. The work session will be held on October 10, 2022 at 7:00 p.m. at Village Hall. The Council Meeting will be held on October 17, 2022 at 7:00 p.m. at Barber School.

Please let me know if you have further questions.

Fondly,

Chris

Christine Burns
VILLAGE MANAGER, VILLAGE OF SPRING LAKE
102 W. Savidge St., Spring Lake, MI 49456
Ph 616.842.1393  F 616.847.1393
christine@springlakevillage.org
From: Susan Cleghorn <cleghors@gvsu.edu>
Sent: Friday, September 23, 2022 8:22 AM
To: Christine Burns <christine@springlakevillage.org>
Cc: Mark Powers (mark.powers.jd@gmail.com) <mark.powers.jd@gmail.com>; Suspetrus <suspetrus@aol.com>; Wally Delamater <wdelamater@springlaketwp.org>; Elliott Stepanian <elliott@springlakevillage.org>
Subject: Re: sidewalk repair/reimbursement

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

Please see attached.

---

Thank you Jerry!
On Sep 19, 2022, at 9:48 AM, Susan Cleghorn <cleghors@gvsu.edu> wrote:

Thank you for your response. Again, the tone is once again accusatory vs customer service oriented. I highly recommend you work to communicate with your taxpayers in a respectful manner.
You are missing key facts...

1. The DPW person was pleased as evidenced by his request for my cement contractor’s contact information. The DPW expressed a desire for future cement work with the village. This is not here-say.
2. My understanding is that the driveway must feather into a smooth transition to the sidewalk. In order for this to happen, the contractor had to extend his work given the extremely poor condition of the existing sidewalk sections. Hence, sidewalk section replacement.
I will secure an itemized bill with confirmation of payment.

Dr Cleghorn

-----

On Sep 19, 2022, at 8:34 AM, Christine Burns <chrisntine@springlakevillage.org> wrote:

Ms. Cleghorn,

My apologies that you did not find my answer satisfactory. The email from 09/17/22 at 2:07 p.m. was not received by myself or my DPW Director. However, I am happy to further clarify the process.

The permit that our DPW Director was referring to is accessible by going to our home page at [www.springlakevillage.org](http://www.springlakevillage.org) Click on [Permit Applications] and scroll down to “right-of-way” permits.
I will also reach out to Michigan Township Services so that they know where the permit is located on our website. They work in many jurisdictions and if they may not have understood that the permit was specifically for the Village. Whenever possible, we try to use these situations as teachable moments and will do just that.

I again spoke with my DPW Director this morning and he confirmed that he has not had a conversation with either you or your husband regarding the work at your address. He had a brief conversation with your contractor about driveway replacement and the need for a permit. There was never any mention of a sidewalk being replaced nor was it included on the permit that Mr. Delamater signed. To say that “he seemed very pleased” is hearsay, which Mr. Delamater denies.

In summary, the facts (as I understand them) are:

1. There was no permit issued for the replacement of sidewalk within the Village ROW
2. Your contractor had access to a permit and completed such for the sole purpose of replacing your driveway that fell within the Village ROW
3. You would like the Village to compensate you for the replacement of your sidewalks after-the-fact
4. You will be submitting an itemized receipt, along with a cancelled check for the sidewalk replacement that was completed within the right-of-way
5. Village staff is not authorized to approve that reimbursement, therefore it will go before Council at their October meeting for consideration

I am available to answer any further questions, should you have any.

Fondly,

Chris
From: Marco Polo <mark.powers.jd@gmail.com>
Sent: Saturday, September 17, 2022 2:34 PM
To: Christine Burns <christine@springlakevillage.org>
Subject: Fwd: sidewalk repair/reimbursement

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

---------- Forwarded message --------
From: Susan Cleghorn <cleghors@gvsu.edu>
Date: Sat, Sep 17, 2022, 2:23 PM
Subject: Re: sidewalk repair/reimbursement
To: Susan Cleghorn <michhorns@hotmail.com>, mark.powers.jd@gmail.com <mark.powers.jd@gmail.com>, suspetrus@aol.com <suspetrus@aol.com>

Hello,
I am writing concerning sidewalk repair. I am having a disappointing exchange with Ms. Christine Burns about repairs we completed along with our driveway repair. I am forwarding you the email exchange so that you can read my words about the situation vs a summary from Ms Burns. I am anticipating that she will bring this to council at some point as I have inquired about reimbursement.
Ms Burns email indicates the sidewalk improvement is a problem…but the Village NOT repairing is acceptable. I could understand this if the final repairs were problematic or if the DPW expressed any concern, but this was/is not the case.
Please scroll to the bottom to begin the thread.
Thank you for your time and consideration,
Susan and Kurt Cleghorn
220 Barber St
Ms. Burns,
I appreciate your reply. The process of seeking a permit was confusing and left us without a clear path in obtaining one. Specifically, my husband completed the following steps:
-called Michigan Township services (this is who we were told issues permits)
-Michigan Township referred him to Ottawa County Road commission
-he went to the Road Commission website where he located a “driveway” section that had a permit
-then The Village DPW person appeared at our home (did not call or contact us as homeowners) and spoke to the cement contractor
-the Village DPW said he didn’t care what Ottawa Co says, the permit is obtained through the village and it’s called “a utility right of way” permit...
-As you can see, this process is unclear, not intuitive, and frustrating process for a homeowner

So, of course we immediately got the permit once we cracked the code. I will ask our cement contractor for a bill that itemizes the sidewalk sections.
In addition, the Village DPW thanked our contractor for replacing the unsafe sidewalk section...seemed very pleased.
Finally, it was and is our intent to improve our home and community. I imagine this to be the village’s intent as well. Having said this, I am surprised and disappointed in the tone and content of this email exchange. I do recommend improving the Village website’s ease of use so that residents are able to access information needed.
I will forward my concerns to the Village council.
Dr. Cleghorn
Begin forwarded message:

From: Christine Burns <christine@springlakevillage.org>
Date: September 16, 2022 at 10:56:05 AM EDT
To: Susan Cleghorn <cleghors@gvsu.edu>,
Elliott Stepanian <elliott@springlakevillage.org>
Cc: Wally Delamater <wdelamater@springlakewp.org>
Subject: RE: sidewalk repair/reimbursement

Ms. Cleghorn,

I reached out to our DPW Director about his conversation with your contractor. He provided the attached permit that was submitted to the Village for the replacement of your driveway (after the work had commenced). As you can see, the Village granted permission to replace the driveway portion that falls within the right-of-way (ROW). At no time did you (as the homeowner) or Mr. McMillan (as the contractor) ask for, or obtain, permission to remove and replace sidewalk within the Village right-of-way. According to Mr.
Delamater, his conversation with the contractor revolved around Mr. McMillan’s failure to obtain a permit for ROW work on your driveway and providing contact information in order to bid on future Village concrete projects.

We do understand that a number of our sidewalks are in a state of disrepair. Our DPW has solicited bids for sidewalk repair and replacement over the past several years. While we’ve been able to secure a contract for sidewalk grinding (finally), we have been unsuccessful in securing a contract for sidewalk replacement. By bidding out the work, we are able to control pricing, quality of work and insurance requirements. None of those things occurred when you replaced the sidewalk on your property.

According to our ordinance, “no person shall permit any sidewalk which abuts property owned by that person to fall into a state of disrepair”. Click here
for ordinance language. That being said, the Village understands that not every resident is in a position to maintain sidewalks contiguous to their property and has, in the past, replaced sidewalk that is not contiguous to publicly owner property.

The best I can do is to ask Council if they wish to compensate you for the replacement of the sidewalk. If you could email me a copy of the itemized invoice, showing the amount of sidewalk that was replaced (square footage) along with the amount per square foot + labor and a copy of a cancelled check showing the invoice has been paid, I will present it to Council at their October Work Session. These meetings are open to the public and you are welcome to attend. They are held on the 2nd Monday of each month at 7:00 p.m. on the 2nd floor of Village Hall.

If you have any further questions, please do not hesitate to contact me.

Fondly,
Chris

Christine Burns

102 W. Savidge St.,
Spring Lake, MI 49456

P 616.842.1393  F
616.847.1393

christine@springlakevillage.org

From: Susan Cleghorn <cleghors@gvsu.edu>
Sent: Thursday, September 15, 2022 11:50 AM
To: Christine Burns <christine@springlakevillage.org>; Elliott Stepanian <elliott@springlakevillage.org>
Subject: sidewalk repair/reimbursement
Good Morning,

I am a resident of Spring Lake Village, 220 Barber St. Recently we had our driveway repaired with new cement. During the process, we also fully replaced 10 sections of the village sidewalk on the Division St. side of our house (we are on a corner).

We replaced the sidewalks as they have been fall hazards to the elderly, parents with strollers, and adults who might not notice significant cracks and differences in pavement levels. In addition, the person who manages the permit for the village came and spoke to our cement worker and stated that the reason the sidewalks had not been repaired in the village is because they can not find a company to do the work. This indicates to me the awareness that the village needed to replace the sidewalk. The village employee did collect contact information from the
cement workers at my home.

My question: Who do I talk to about reimbursement for the cost of replacing village sidewalks? Although we were happy to hire and have the repair/replacement done for the sake of our community safety, it was significant cost to us.

Thank you in advance,

Susan Cleghorn

Susan M. Cleghorn,
DrOT, OTRL, TRS, CAPS, FNAP
Associate Professor
Director of the Post Professional Doctorate in OT
Grand Valley State University
500 Lafayette, Suite 204H, Grand Rapids, MI
616.331.2799
She/her/hers what’s this?

*My working day may not be your working day. Please respond during your working day.*
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>200</td>
<td>Concrete tear out replace city walk 4 inch thick, fiber mesh</td>
<td>5.80</td>
<td>1,160.00</td>
</tr>
</tbody>
</table>

**Total** $1,160.00

THANK YOU!

Jerr I
UTILITY RIGHT-OF-WAY PERMIT

PERMIT ADDRESS: 220 BARBER ST.

PROJECT LOCATION: SPRING LAKE, MI 49456

PERMIT FEE: $25.00
(Cash, check, certified check or cashier’s check payable to Village of Spring Lake accepted)

Date Project will Begin: 8/10
Date Project will End: 8/12

Application Information
Business/Property Owner: 
Contact: KURT CLEGHORN
Address: SEE ABOVE
City: 
State: 
Zip: 
Phone #: 616 402 9146
Email: KURT.CLEGHORN@GMAIL.COM

Contractor Information
Business: MCMILLAN CONCRETE
Contact: JERRY MCMILLAN
Address: 1800 W. MCMILLAN RD
City: MUSKEGON
State: MI
Zip: 49445
Phone #: 616 836 6812
Email: 

24 Hr Emergency Contact: KURT CLEGHORN
Phone #: 616-402-9146

Description of Work
Proposed Activity: REMOVE & REPLACE OLD CONCRETE DRIVEWAY

Are any street lane/sidewalk/pathway closures anticipated? 
Yes: ☐ No: ☑

If yes, a traffic control plan must be attached. Please describe (provide attachment as needed):

Restoration
Entity responsible for restoration of right-of-way (please check box)
Applicant: ☑ OR Subcontractor: ☐
Sq ft of Sidewalk: 
Ln ft of Curb: 
Sq ft Pathway: 
Sq ft of Asphalt: 
Sq ft of Lawn 

Bond Submitted: ☐ Bond Amount: $
Insurance Certification on File: Contractor: ☐ Sub Contractor: ☐

I hereby certify that the above information is accurate, that I have read the “permit requirements” on Pg. 2, that the public liability insurance is carried by me, and that worker’s compensation is in effect where applicable.

Reviewed by: DPW Director or designer: [Signature] Date: 8/12
Village Manager: [Signature] Date: 8/11

Approved: [Signature] Date: 8/11
Village Manager

Signed: [Signature] Date: 8/10/2023
Name of Applicant/Contractor: KURT CLEGHORN
Remove old concrete driveway and replace.

1) Driveway between sidewalk and street pavement should be installed at 6" thick.

2) Grade must match existing street & sidewalk grades.  

VJL 8.11.22
Kurt or Susan Cleghorn
220 Barber St
Spring Lake, MI 49456

Pay to the order of VILLAGE OF SPRING LAKE $ 25.00
Twenty Five and 00/100

PNC Bank

Date 8/10/22

for PERMIT

Kurt 

MP

0509
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members

FROM: Marvin Hinga, Village Clerk/Treasurer

DATE: October 6, 2022

RE: Tuition Reimbursement

Background:

1. At the August 2022 Work Session, Council directed staff to make recommendations regarding tuition reimbursement. The draft Tuition Reimbursement Policy presented at the August Work Session included a cap of $5,000 per fiscal year for tuition reimbursement. Instead of a cap of $5,000 per fiscal year, the cap should be by calendar year. If tuition reimbursement exceeds $5,250 in a calendar year, the benefit becomes taxable to the employee and adds to the reporting burden for the Village.
2. The tuition reimbursement polices presented in August all included a repayment of the tuition reimbursement “loan” if the employee leaves employment in three years or less.

Issues & Questions Specified:

1. Should Council approve an amendment to the Personnel Policy to allow for tuition reimbursement for full time Village staff?
2. Does Council want tuition reimbursement included as part of the annual budget process or make budget adjustments as tuition reimbursement payments are made during the fiscal year.
3. Does Council want to establish an annual cap on total tuition reimbursement payments made to employees and should this cap be based on a fiscal or calendar year?
4. How long should employees remain with the Village to have their Tuition Reimbursement forgiven.

Alternatives:

1. Do nothing. Employees would remain responsible for their educational expenses.
2. Use funds to reduce the employees’ copay for medical insurance, currently between $65.76/pay period and $184.12/pay period, depending on the employees’ coverage (single, dual or family).

Financial Impact:

1. This is largely dependent on how many staff members take advantage of the benefit.
2. Ron Bultje’s cost per hour is $170. The cost to amend the policy would be based on the number of hours necessary to do so.

**Recommendation:**

1. Approve amending the personnel policy to allow up to $5,000 tuition reimbursement per full-time employee per calendar year. Have Ron Bultje draft an amendment to the Personnel Policy, providing tuition reimbursement for staff wishing to pursue a degree related to work at the Village.
2. Approve Ron Bultje to clean up the personnel policy.

**Attachment:**

1. Tuition Reimbursement Comparisons
2. Draft Tuition Reimbursement from August 2022 Work Session
Tuition Reimbursement Program

Full-time employees are eligible for tuition reimbursement, which provides up to 100 percent reimbursement for tuition for approved courses taken at an accredited college, university, technical school, or adult education program. The reimbursement does not include fees, books, or mileage for on-campus classes.

Total tuition reimbursement may not exceed $5,000 per individual per fiscal year.

The program is limited to Full-Time employees with at least one full year of service. The courses are to be taken on the employees’ own time.

Employees are encouraged to pursue educational advancement in their career path. Courses may be approved for reimbursement if they are directly related to their current position or a position within their current career path. Courses which are part of an Employer-approved degree program but are not otherwise directly related to your current position or career path may also be approved for reimbursement, as determined by the Village Manager.

In order to qualify for reimbursement:

1. All courses or degree programs should be submitted for approval prior to taking the courses.
2. The class must be completed.
3. Tuition expenses were paid personally and directly by the employee. Following completion, the employee shall provide supporting proof of completion with passing grade and receipt for tuition.
4. The employee must receive an acceptable grade in the course. The grade received will determine the amount of the reimbursement:
   A. Reimbursement of 100% will be granted for a grade of “A” upon completion of approved courses.
   B. Reimbursement of 75% will be granted for a grade of “B” upon completion of approved courses.
   C. Reimbursement of 50% will be granted for a grade of “C” upon completion of approved courses.

Voluntary termination of employment within three (3) years of the date of course completion will result in the employee repaying all or a portion of the reimbursement based on the following schedule:

Repayment schedule – Employment termination (voluntary)

1. Within one (1) year of training completion ...... 100%
2. Between one (1) and three (3) years .................... 33%
3. After three (3) years from training completion ... 0%
<table>
<thead>
<tr>
<th>Location</th>
<th>Minimum Time in Service</th>
<th>Tuition Reimbursement</th>
<th>Additional Time in Service for Loan Forgiveness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Haven Township</td>
<td>1 year</td>
<td>No Cap Listed</td>
<td>Two Years - 1/24 forgiven per month</td>
</tr>
<tr>
<td>City of Holland</td>
<td>1 year</td>
<td>$5,000 per Fiscal Year</td>
<td>Three Years - 33% forgiveness for 1 to 3 years service</td>
</tr>
<tr>
<td>City of Grand Haven</td>
<td>None Specified</td>
<td>No Cap Listed</td>
<td>Two Years</td>
</tr>
<tr>
<td>City of South Haven</td>
<td>None Specified</td>
<td>$5,250/Calendar Year</td>
<td>3 years - 33%/year</td>
</tr>
<tr>
<td>City of Coopersville</td>
<td>1 year</td>
<td>No Cap Listed</td>
<td>No service requirement listed</td>
</tr>
<tr>
<td>City Norton Shores</td>
<td>None Specified</td>
<td>$100/Credit Hour</td>
<td>No service requirement listed</td>
</tr>
<tr>
<td>City of Ferrysburg</td>
<td>Must be non-probationary employee</td>
<td>No Cap Listed</td>
<td>No service requirement listed</td>
</tr>
</tbody>
</table>
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Marvin Hinga, Village Clerk/TreasurerManager
DATE: October 6, 2022
RE: Finance Committee Vacancy

Background:

1. Michelle Hanks’ resignation from Council has left a vacancy on the Village’s Finance Committee. The only current member on the Finance Committee is Joel TePastte. Since 2016 the Finance Committee has had two members. The Finance Committee usually meets for 30 to 45 minutes prior to the Council Work Session.

Issues & Questions Specified:

1. Who should Council select to serve on the Finance Committee with Joel TePastte?

Financial Impact:

1. None.

Recommendation:

1. Select a current Council member with an aptitude and interest in finance to serve on the Finance Committee.
WORK SESSION AGENDA REPORT

TO: Village President Mark Powers & Village Council Members
FROM: Wally Delamater, Public Works
DATE: October 36, 2022
RE: Tree Maintenance Project

Background:

This is the second time that we have bid out tree maintenance this year. Early this spring the project was bid but schedule was too tight, limiting many firms’ ability to meet the deadline. There was also the issue of Oak wilt. The project was abandoned until fall. The forester, with consultation with the DPW, developed the list of trees needing pruning or removal by using a previous survey and then conducting an additional windshield survey. The focus was concentrated mainly north of Savidge and in the parks.

Specifications and a Request for Proposal (RFP) was developed. The RFP was separated into five Options, (A thru E attached). The thought was, depending on cost, we would be able reduce the project scope by selecting specific options. The RFP also requires completion of the project by January 31, 2023.

The RFP was sent to ten firms (see ATTACHMENT 2). Four firms responded (see below)

<table>
<thead>
<tr>
<th>2022/2023 VILLAGE OF SPRING LAKE TREE MAINTENANCE PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID DATE: 9-21-2022</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>PACKAGE A:</td>
</tr>
<tr>
<td>Street trees to be pruned</td>
</tr>
<tr>
<td>(major streets)                                       n/a</td>
</tr>
<tr>
<td>(all streets)                                         $8,850</td>
</tr>
<tr>
<td>(all streets)                                         $14,847</td>
</tr>
<tr>
<td>(all streets)                                       $16,250</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>PACKAGE B:</td>
</tr>
<tr>
<td>Street trees to be pruned</td>
</tr>
<tr>
<td>(neighborhood streets)</td>
</tr>
<tr>
<td>$9,120</td>
</tr>
<tr>
<td>$2,000</td>
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<tr>
<td>$6,342</td>
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<tr>
<td>$7,000</td>
</tr>
<tr>
<td></td>
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<tr>
<td>PACKAGE C:</td>
</tr>
<tr>
<td>Park Trees to be pruned</td>
</tr>
<tr>
<td>$12,415</td>
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<tr>
<td>$3,972</td>
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<td>$12,500</td>
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<tr>
<td></td>
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<td>PACKAGE D:</td>
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<tr>
<td>Park Trees to be Removed and Stumps Ground</td>
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<td>$10,500</td>
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<td>$5,950</td>
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<td>$10,535</td>
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<tr>
<td>$9,850</td>
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<tr>
<td></td>
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<tr>
<td>PACKAGE E:</td>
</tr>
<tr>
<td>Previously removed trees requiring stump grinding</td>
</tr>
<tr>
<td>n/a</td>
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<tr>
<td>$1,600</td>
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</tr>
<tr>
<td>$48,600</td>
</tr>
</tbody>
</table>
It should be noted that the Tree Committee was provided a copy of the RFP including the tree list and the bid tab with a recommendation. As it turned out the Committee did not have a quorum, the meeting was not held, therefore there is no recommendation. No objections have been received.

Every time we issue an RFP for tree maintenance, we always see these large cost differences between the proposals. Get-R-Cut is a local, qualified, firm that the DPW has worked with on numerous occasions and has always performed to expectation. This would also be the first time Get-R-Cut has been low bid on one of our large projects.

**Issues & Questions Specified:**

Every time we have a tree project, we always end up adding, by change order, additional tree maintenance. A prune may end up a removal, a yet unidentified tree becomes a maintenance issue. We try and keep this to a minimum and only deal with those that have merit.

How many trees? Prune 65 trees Remove 15 trees Grind Stumps 23

**Alternatives:**

1. Do nothing.
2. Select only certain options to lower the cost.

**Financial Impact:**

1. There was budgeted over $15,000 for tree maintenance. The remaining expense will probably be covered within the contracted service budget or fund balance.

**Recommendation:**

1. To recommend to Village Council to accept the Proposal from Get-R-Cut in the amount of $21,775 and authorize the Village Manager signatory authority to enter into a Service Agreement with Get-R-Cut

**Attachment:**

1. Tree and Location of Maintenance
2. Firms sent an RFP
### Package A. Street trees to be pruned (major streets) or removed (all streets).

<table>
<thead>
<tr>
<th>Site ID</th>
<th>Address Street</th>
<th>Side</th>
<th>On Street</th>
<th>Park Name</th>
<th>Species</th>
<th>Diameter</th>
<th>Overhead Utilities</th>
<th>Inspector Comments</th>
<th>Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2219</td>
<td>408 E Exchange St</td>
<td>Front</td>
<td>E Exchange St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>28</td>
<td>Present And Not Conflicting</td>
<td>Prune large damaged limb over sidewalk</td>
<td>Prune</td>
</tr>
<tr>
<td>2094</td>
<td>406 E Sawridge St</td>
<td>Front</td>
<td>E Sawridge St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>32</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2207</td>
<td>406 E Sawridge St</td>
<td>Rear</td>
<td>E Exchange St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>18</td>
<td>Present And Not Conflicting</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>3088</td>
<td>743 E Sawridge St</td>
<td>Front</td>
<td>E Sawridge St</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>44</td>
<td>Present And Not Conflicting</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2988</td>
<td>759 E Sawridge St</td>
<td>Front</td>
<td>E Sawridge St</td>
<td>N/A</td>
<td>Oak, White (Quercus alba)</td>
<td>38</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>3105</td>
<td>811 E Sawridge St</td>
<td>Front</td>
<td>E Sawridge St</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>42</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>3173</td>
<td>123 N Fruitport Rd</td>
<td>Front</td>
<td>N Fruitport Rd</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>33</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2304</td>
<td>102 S Buchanan St</td>
<td>Front</td>
<td>S Buchanan St</td>
<td>N/A</td>
<td>Plantinum, London (Platanus x acerifolia)</td>
<td>30</td>
<td>Not Present</td>
<td>prune large dead limbs</td>
<td>Prune</td>
</tr>
<tr>
<td>2227</td>
<td>220 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>28</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2321</td>
<td>230 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>41</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2235</td>
<td>220 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>34</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2237</td>
<td>226 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>33</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2336</td>
<td>236 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>23</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2408</td>
<td>340 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>13</td>
<td>Present And Conflicting</td>
<td>prune broken/ideal limbs</td>
<td>Prune</td>
</tr>
<tr>
<td>2781</td>
<td>341 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>32</td>
<td>Present And Not Conflicting</td>
<td>prune broken/dead limbs and large decayed limb</td>
<td>Prune</td>
</tr>
<tr>
<td>2409</td>
<td>344 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>13</td>
<td>Present And Conflicting</td>
<td>prune broken/ideal limbs</td>
<td>Prune</td>
</tr>
<tr>
<td>2791</td>
<td>344 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>40</td>
<td>Present And Conflicting</td>
<td>prune large leader w/decay</td>
<td>Prune</td>
</tr>
<tr>
<td>2796</td>
<td>346 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>14</td>
<td>Present And Conflicting</td>
<td>prune broken/leaning limbs</td>
<td>Prune</td>
</tr>
<tr>
<td>2963</td>
<td>350 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>18</td>
<td>Present And Conflicting</td>
<td>prune broken/ideal limbs</td>
<td>Prune</td>
</tr>
<tr>
<td>2720</td>
<td>364 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Oak, White (Quercus alba)</td>
<td>28</td>
<td>Present And Conflicting</td>
<td>Prune branches w/ bad unions and crossed branches</td>
<td>Prune</td>
</tr>
<tr>
<td>2066</td>
<td>909 Sawridge St</td>
<td>Front</td>
<td>W Sawridge St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>11</td>
<td>Not Present</td>
<td>prune broken/dead limbs</td>
<td>Prune</td>
</tr>
<tr>
<td>680</td>
<td>100 Mason St</td>
<td>Front</td>
<td>Mason St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>20</td>
<td>Not Present</td>
<td>Remove</td>
<td>Remove</td>
</tr>
<tr>
<td>781</td>
<td>314 N Jackson St</td>
<td>Front</td>
<td>N Jackson St</td>
<td>N/A</td>
<td>Elm, Siberian (Ulmus pumilia)</td>
<td>14</td>
<td>Present And Conflicting</td>
<td>Remove</td>
<td>Remove</td>
</tr>
<tr>
<td>2475</td>
<td>320 S Lake Ave</td>
<td>Side</td>
<td>Summer St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>20</td>
<td>Present And Conflicting</td>
<td>Large crack, decay, dying canopy</td>
<td>Remove</td>
</tr>
<tr>
<td>2751</td>
<td>529 Pleas Court</td>
<td>Front</td>
<td>Pleas Court</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>18</td>
<td>Not Present</td>
<td>Broken top hanging branch</td>
<td>Remove</td>
</tr>
<tr>
<td>2621</td>
<td>522 Pleas Court</td>
<td>Front</td>
<td>Pleas Court</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>38</td>
<td>Not Present</td>
<td>In decline, no reasonable pruning approach</td>
<td>Remove</td>
</tr>
<tr>
<td>2807</td>
<td>219 S Buchanan St</td>
<td>Side</td>
<td>Ifford</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>27</td>
<td>Not Present</td>
<td>Remove</td>
<td>Remove</td>
</tr>
</tbody>
</table>

**Note:** all trees removed in Package A shall also have stumps ground.

### Package B. Street trees to be pruned (neighborhood streets).

<table>
<thead>
<tr>
<th>Site ID</th>
<th>Address Street</th>
<th>Side</th>
<th>On Street</th>
<th>Park Name</th>
<th>Species</th>
<th>Diameter</th>
<th>Overhead Utilities</th>
<th>Inspector Comments</th>
<th>Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1117</td>
<td>209 Liberty St</td>
<td>Front</td>
<td>Liberty St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>22</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2817</td>
<td>111 Maple Ter</td>
<td>Front</td>
<td>Maple Ter</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>17</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>873</td>
<td>112 Mason St</td>
<td>Front</td>
<td>Mason St</td>
<td>N/A</td>
<td>Maple, Sugar (Acer saccharum)</td>
<td>36</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>813</td>
<td>210 Mason St</td>
<td>Front</td>
<td>Mason St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>19</td>
<td>Present And Conflicting</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>505</td>
<td>230 N Buchanan St</td>
<td>Front</td>
<td>N Buchanan St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>25</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>510</td>
<td>302 N Buchanan St</td>
<td>Front</td>
<td>N Buchanan St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>32</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2217</td>
<td>104 T Ifford</td>
<td>Side</td>
<td>S Ifford St</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>15</td>
<td>Not Present</td>
<td>Remove</td>
<td>Remove</td>
</tr>
<tr>
<td>2194</td>
<td>231 N Curier St</td>
<td>Side</td>
<td>Liberty St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>31</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>393</td>
<td>312 N Curier St</td>
<td>Side</td>
<td>Barber St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>31</td>
<td>Present And Conflicting</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>453</td>
<td>301 N Oldson St</td>
<td>Side</td>
<td>Mason St</td>
<td>N/A</td>
<td>Maple, Sugar (Acer saccharum)</td>
<td>10</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>325</td>
<td>321 N Jackson St</td>
<td>Front</td>
<td>N Jackson St</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>25</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>3256</td>
<td>117 S Lake Ave</td>
<td>Side</td>
<td>Festrine St</td>
<td>N/A</td>
<td>Maple, Freeman (Acer x freemanii)</td>
<td>27</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>3260</td>
<td>120 S Lake Ave</td>
<td>Front</td>
<td>S Lake Ave</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>20</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>1683</td>
<td>118 S Park St</td>
<td>Front</td>
<td>Liberty St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>21</td>
<td>Present And Conflicting</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>3249</td>
<td>118 Parkhurst Ave</td>
<td>Side</td>
<td>Festrine St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>21</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
<tr>
<td>2057</td>
<td>118 Parkhurst Ave</td>
<td>Front</td>
<td>Festrine St</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>16</td>
<td>Not Present</td>
<td>prune broken/ideal limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
</tr>
</tbody>
</table>
### Package C. Park Trees to be Pruned.

Note: Trees in parks to be pruned will be marked with a white dot at the base.

### Package D. Park Trees to be Removed and Stumps Ground.

Note: trees in parks to be removed will be marked with a white dash at the base.

Note: tree removals within wooded or non-maintained (i.e. not-mowed) areas along Lakeside Trail do not require stump grinding. All others require stumps ground.

### Package E. Previously removed trees requiring stump-grinding.

1. 221 North Cutler Street - Stump is on Liberty Street
2. 326 East Savidge
3. 219 South Buchanan
4. 703 Winter Street - Stump is on Spring Street
5. 626 Winter Street - Stump is on Spring Street
6. 522 Fleser Court
7. 501 River Street - Stump is on William Street
8. 210 South Cutler Street
Contractors 2022 8-25-22

chris@grandarborgroup.com
Jared Baxter • jared@get-r-cut.com
luke.porter@treeworksmi.com
Isaac Dunigan • idunigan@4yourtree.com
Brian Hiemstra • bhiemstra@bartlett.com
khogan@bartlett.com
Ben Euwema • beuwema@we-chop.com
jmeyers@1800tree.com
info@summitlandscapeinc.com
Bill Drews (info@4yourtree.com) • info@4yourtree.com
The Village of Spring Lake is seeking quotes from individuals and firms interested in providing for tree maintenance services. The intent of the Village is to award a contract to prune or remove trees and grind stumps identified by Village staff, residents, and the Village’s forestry consultant. Pruning and removal are treated as separate line-items.

The Village may award one, more, or all of these items to one contractor or multiple contractors. Respondents may respond to one, more, or all bid items. This request for proposals (RFP) outlines the minimum acceptable requirements to provide these services to the Village. It is desired that one firm perform all tasks required for an individual line item; no sub-contracted firms shall be permitted without prior consent of the Village of Spring Lake.

Bids shall include all services to prune or remove and grind stumps for the trees identified on the attached bid forms according to the Village’s specifications. Stump-grinding is not required for tree removals within wooded or non-maintained areas. The Contractor is responsible for all safety, maintenance of traffic, clean-up, and any damaged caused by or in the conduct of the Contractor’s work. The Contractor will be required to coordinate operations with the Village, particularly where any maintenance of traffic or road closure is required. Contractor shall properly notify the Village of the work schedule and location.

MINIMUM QUALIFICATIONS OF CONTRACTOR

1) The Contractor must have previous experience in tree maintenance operations with municipalities. References shall be provided on bid forms.

2) It is preferred that the contractor’s operations shall take place under the supervision of an International Society of Arboriculture Certified Arborist. If an arborist will be on-site, the Contractor shall provide name and certification number for anticipated arborist on bid forms.

3) Contractor shall be familiar with ANSI A300 Z133.1 standards and best practices.

4) Contractor shall perform tree maintenance services without delay from other projects and commitments. Project shall commence within 30 days of contract award and be completed as specified in attachments.
**SCOPE OF WORK**

Scope of work shall be the pruning or removal and stump grinding for the trees indicated in RFP attachments and performed according to the specifications provided.

**QUOTE EVALUATION PROCESS**

Quotes, which the Village determines in its sole discretion, that are deemed responsive to this bid, will be reviewed and evaluated by the Village. Bids will be evaluated, in part, according to whether the Contractor meets the minimum qualification and submits a proposal complying with all of the requirements of this project.

Consultant shall notify the Village of Spring Lake of any irregularity with this RFP or the projected scope. Any changes, edits, corrections, or adjustments to this RFP will be reissued by the Village in a timely manner.

The Village of Spring Lake reserves the right to reject any bid and/or modify the requested qualifications as it sees fit, and/or award the project in parts or in whole or not at all in a manner best meets the needs of the Village of Spring Lake.

The Village of Spring Lake reserves the right to schedule bid interviews, if necessary, to evaluate the qualifications and approach of proposing firms.

**INFORMATION / ASSISTANCE TO BE PROVIDED BY THE VILLAGE**

1) A list of trees to be included in the project.

2) Have daily contact with the Village or its authorized representative.

All questions or requests for clarification regarding this RFP must be submitted by e-mail to the Village’s representative, Wally Delamater at 616-843-4472 or wdelamater@springlaketwp.org
**PROJECT TIMELINE**

- **Release of RFP**: August 25, 2022
- **Bids are Due**: September 21, 2022
- **Approval of Contract**: October 17, 2022
- **Project Completed**: January 31, 2023

**PROPOSAL SUBMISSION**

One (1) original and two (2) copies of the completed bid forms must be received no later than 2:00 p.m. on Wednesday, September 21 at the following address:

Village of Spring Lake  
102 West Savidge  
Spring Lake, MI 49456

All submissions should be in a sealed envelope clearly marked “Village of Spring Lake – Tree Maintenance.” The Village reserves the right to reject any and all submitted quotes and may amend quotes upon bid acceptance. The contents of the selected quotes shall be considered a contractual obligation. Failure to meet the obligation could result in the cancellation of any contracts at any time during the agreement period.

Expenses incurred in the preparation of the submission shall be borne by the proposing firm with the express understanding that the firm may not apply to the Village of Spring Lake for reimbursement.

Timely received submissions will be opened by the Village of Spring Lake at a time and date of its choosing. Once submissions have been reviewed, a bid tabulation will be sent to all respondents.

**ENCLOSURE**

- Attachment A. Bid Forms  
- Attachment B. List of trees to be pruned, removed, and stump ground  
- Attachment C. Village of Spring Lake pruning specifications  
- Attachment D. Village of Spring Lake tree removal specifications  
- Attachment E. Village of Spring Lake stump grinding specifications
ATTACHMENT A. BID FORMS

Please fill out this form in its entirety. Only bids or quotes provided on these forms will be considered for award of this project. Up to three (3) additional pages detailing your firm, qualifications, staff, previous experience or other information may be attached.

**Firm Information:**

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Contact:</td>
<td>Title:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State:</td>
</tr>
<tr>
<td>Name of Certified Arborist:</td>
<td>Certification Number:</td>
</tr>
</tbody>
</table>

**Quote or Bid**

$____________ Total Price to Prune or Remove Trees in Package A.

$____________ Total Price to Prune Trees in Package B.

$____________ Total Price to Prune Trees in Package C.

$____________ Total Price to Remove Trees in Package D.

$____________ Total Price to Remove Stumps in Package E.
The undersigned has read and acknowledges receipt of this request for quotes, project specifications, any and all attachments, and any corrections or addenda issued by the Village of Spring Lake and agrees to perform all work described herein and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract and specifications, of which this quote is part.

In accordance with these bid documents, the undersigned, as Bidder, proposes to perform at the sites and in and/or around Spring Lake, Michigan, all the work included herein for the amounts set forth in bid forms.

___________________________________  _______________________
(Bidder or Firm’s Name)  (Authorized Signature)

___________________________________  _______________________
(Date)  (Printed name)
**ATTACHMENT B. LIST OF TREES TO BE PRUNED**

**Package A. Street trees to be pruned (major streets) or removed (all streets).**

<table>
<thead>
<tr>
<th>Site ID</th>
<th>Address</th>
<th>Street</th>
<th>Side On-Street</th>
<th>Park Name</th>
<th>Species</th>
<th>Diameter</th>
<th>Overhead Utilities</th>
<th>Inspector Comments</th>
<th>Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2219</td>
<td>400 E Exchange St</td>
<td>Front E Exchange St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>28</td>
<td>Present And Not Conflicting</td>
<td>prune large damaged limb over sidewalk</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2594</td>
<td>400 E Savidge St</td>
<td>Front E Savidge St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>32</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2307</td>
<td>400 E Savidge St</td>
<td>Rear E Savidge St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>18</td>
<td>Present And Not Conflicting</td>
<td>prune broken/dead limbs, decay present, near school</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>3048</td>
<td>743 E Savidge St</td>
<td>Front E Savidge St</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>44</td>
<td>Present And Not Conflicting</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2988</td>
<td>759 E Savidge St</td>
<td>Front E Savidge St</td>
<td>N/A</td>
<td>Oak, White (Quercus alba)</td>
<td>38</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>3185</td>
<td>811 E Savidge St</td>
<td>Front E Savidge St</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>42</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>3173</td>
<td>113 N Fairport Rd</td>
<td>Front N Fairport Rd</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>33</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2304</td>
<td>102 S Buchanan St</td>
<td>Front S Buchanan St</td>
<td>N/A</td>
<td>Planateae, London (Flatanus x acerifolia)</td>
<td>30</td>
<td>Not Present</td>
<td>prune large dead limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2127</td>
<td>210 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>28</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2331</td>
<td>210 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>41</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2335</td>
<td>210 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>34</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2337</td>
<td>210 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>33</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2239</td>
<td>210 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>23</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2468</td>
<td>340 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>13</td>
<td>Present And Conflicting</td>
<td>prune broken/dead limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2798</td>
<td>340 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>32</td>
<td>Present And Not Conflicting</td>
<td>prune broken/dead limbs and large decayed limb</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2450</td>
<td>344 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>13</td>
<td>Present And Conflicting</td>
<td>prune broken/dead limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2571</td>
<td>344 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>40</td>
<td>Present And Conflicting</td>
<td>prune large leader w/decay</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2787</td>
<td>344 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>13</td>
<td>Present And Conflicting</td>
<td>prune broken/dying limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2796</td>
<td>344 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>14</td>
<td>Present And Conflicting</td>
<td>prune broken/dying limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2561</td>
<td>350 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>18</td>
<td>Present And Conflicting</td>
<td>prune broken/dead limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2720</td>
<td>364 S Lake Ave</td>
<td>Front S Lake Ave</td>
<td>N/A</td>
<td>Oak, White (Quercus alba)</td>
<td>28</td>
<td>Present And Conflicting</td>
<td>prune branches w/bad unions and crossed branches</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2086</td>
<td>909 S Savidge Ct</td>
<td>Front W Savidge St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>11</td>
<td>Not Present</td>
<td>prune broken/dead limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>689</td>
<td>109 Mason St</td>
<td>Front Mason St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>20</td>
<td>Not Present</td>
<td>prune large dead limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>791</td>
<td>214 Jackson St</td>
<td>Front N Jackson St</td>
<td>N/A</td>
<td>Elm, Siberian (Ulmus pumila)</td>
<td>14</td>
<td>Present And Conflicting</td>
<td>prune broken/dead limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2475</td>
<td>320 S Lake Ave</td>
<td>Side Summer St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>20</td>
<td>Present And Conflicting</td>
<td>large crack, decay, dying canopies</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2751</td>
<td>529 Fleser Court</td>
<td>Front Fleser Court</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>18</td>
<td>Not Present</td>
<td>broken top, hanging branch.</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2621</td>
<td>523 Fleser Court</td>
<td>Front Fleser Court</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>38</td>
<td>Not Present</td>
<td>in decline, no reasonable pruning approach.</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2309</td>
<td>219 S Buchanan St</td>
<td>Side Tofford St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>27</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** all trees removed in Package A shall also have stumps ground.

**Package B. Street trees to be pruned (neighborhood streets).**

<table>
<thead>
<tr>
<th>Site ID</th>
<th>Address</th>
<th>Street</th>
<th>Side On-Street</th>
<th>Park Name</th>
<th>Species</th>
<th>Diameter</th>
<th>Overhead Utilities</th>
<th>Inspector Comments</th>
<th>Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1117</td>
<td>209 Liberty St</td>
<td>Front Liberty St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>22</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>2857</td>
<td>211 Maple Ter</td>
<td>Front Maple Ter</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>17</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>873</td>
<td>112 Mason St</td>
<td>Front Mason St</td>
<td>N/A</td>
<td>Maple, Sugar (Acer saccharinum)</td>
<td>36</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>813</td>
<td>210 Mason St</td>
<td>Front Mason St</td>
<td>N/A</td>
<td>Maple, Norway (Acer platanoides)</td>
<td>19</td>
<td>Present And Conflicting</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>505</td>
<td>200 N Buchanan St</td>
<td>Front N Buchanan St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>25</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>530</td>
<td>300 N Buchanan St</td>
<td>Front N Buchanan St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>32</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>1317</td>
<td>104 E Tollford St</td>
<td>Side S Buchanan St</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>35</td>
<td>Not Present</td>
<td>prune broken/dead limbs</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>1194</td>
<td>221 N Calier St</td>
<td>Side Liberty St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>31</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>393</td>
<td>312 N Calier St</td>
<td>Side Barber St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>31</td>
<td>Present And Conflicting</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>653</td>
<td>301 N Division St</td>
<td>Side Mason St</td>
<td>N/A</td>
<td>Maple, Sugar (Acer saccharinum)</td>
<td>30</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>1085</td>
<td>221 N Jackson St</td>
<td>Front N Jackson St</td>
<td>N/A</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>25</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>1256</td>
<td>117 N Lake Ave</td>
<td>Side Franklin St</td>
<td>N/A</td>
<td>Maple, Freeman (Acer x freemanii)</td>
<td>27</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>1280</td>
<td>120 N Lake Ave</td>
<td>Front N Lake Ave</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>20</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>1085</td>
<td>128 N Park St</td>
<td>Front Liberty St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>21</td>
<td>Present And Conflicting</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>1249</td>
<td>118 Parishunt Ave</td>
<td>Side Franklin St</td>
<td>N/A</td>
<td>Maple, Red (Acer rubrum)</td>
<td>21</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
<tr>
<td>1257</td>
<td>118 Parishunt Ave</td>
<td>Side Franklin St</td>
<td>N/A</td>
<td>Maple, Silver (Acer saccharinum)</td>
<td>16</td>
<td>Not Present</td>
<td>prune broken/dead limbs, some greater than 4&quot; diameter</td>
<td>Prune</td>
<td></td>
</tr>
</tbody>
</table>
Package C. Park Trees to be Pruned.

Note: Trees in parks to be pruned will be marked with a white dot at the base.

<table>
<thead>
<tr>
<th>Site ID</th>
<th>Address</th>
<th>Street</th>
<th>Side</th>
<th>On Street</th>
<th>Park Name</th>
<th>Species</th>
<th>Diameter Overhead Utilities</th>
<th>Inspector Comments</th>
<th>Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1367</td>
<td>807 Central Ave</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>25</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1368</td>
<td>807 Central Ave</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>39</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1693</td>
<td>807 Central Ave</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>41</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1413</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>19</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1417</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>41</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1441</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>37</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1445</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>20</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1509</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>24</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1513</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>31</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1569</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>28</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1605</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>23</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1673</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>22</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1689</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>24</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1751</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>29</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1769</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>17</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1781</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>36</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>1797</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>23</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>3271</td>
<td>101 Rotary Dr</td>
<td>Front</td>
<td>Center Ave</td>
<td>Park View Ave</td>
<td>Central Park</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>38</td>
<td>Not Present</td>
<td>Prune</td>
</tr>
<tr>
<td>3274</td>
<td>0 Grand Trunk Dr Side</td>
<td>Shady Ln</td>
<td>Lakeside Trail</td>
<td>Maple, Red (Acer rubrum)</td>
<td>25</td>
<td>Not Present</td>
<td>Prune</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3275</td>
<td>0 Grand Trunk Dr Side</td>
<td>Shady Ln</td>
<td>Lakeside Trail</td>
<td>Maple, Red (Acer rubrum)</td>
<td>11</td>
<td>Not Present</td>
<td>Prune</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3276</td>
<td>0 Grand Trunk Dr Side</td>
<td>N Buchanan St</td>
<td>Lakeside Trail</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>23</td>
<td>Not Present</td>
<td>Prune</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3277</td>
<td>0 Grand Trunk Dr Side</td>
<td>N Buchanan St</td>
<td>Lakeside Trail</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>14 Present And Not Conflict</td>
<td>Prune</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3278</td>
<td>0 N Fullport Rd Side</td>
<td>Park View Ave</td>
<td>Lakeside Trail</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>12 Present And Not Conflict</td>
<td>Prune</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3279</td>
<td>0 N Fullport Rd Side</td>
<td>Park View Ave</td>
<td>Lakeside Trail</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>15 Present And Not Conflict</td>
<td>Prune</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3280</td>
<td>0 N Fullport Rd Side</td>
<td>Park View Ave</td>
<td>Lakeside Trail</td>
<td>Oak, Northern Red (Quercus rubra)</td>
<td>22 Present</td>
<td>Prune</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3281</td>
<td>328 N Lake Ave Side</td>
<td>Longview Ave</td>
<td>Lakeside Trail</td>
<td>Pine, Eastern White (Pinus strobus)</td>
<td>26 Not Present</td>
<td>Prune</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Package D. Park Trees to be Removed and Stumps Ground.

Note: Trees in parks to be removed will be marked with a white dash at the base.
Note: Tree removals within wooded or non-maintained (i.e. not-mowed) areas along Lakeside Trail do not require stump grinding. All others require stumps ground.

Package E. Previously removed trees requiring stump-grinding.

1. 221 North Cutler Street - Stump is on Liberty Street
2. 326 East Savidge
3. 219 South Buchanan
4. 703 Winter Street - Stump is on Spring Street
5. 626 Winter Street - Stump is on Spring Street
6. 522 Fleser Court
7. 501 River Street - Stump is on William Street
8. 210 South Cutler Street
ATTACHMENT C. TREE PRUNING SPECIFICATIONS  
VILLAGE OF SPRING LAKE, MICHIGAN

I. Scope of Work

To provide all labor, supervision, equipment, services, and expertise necessary to perform urban forestry maintenance work in the Village of Spring Lake as specified herein. Since this work is of a potentially dangerous nature, and requires special expertise, it is to be performed by a contractor that derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. Contractors must have been in business for at least five years. The Village may require proof of Contractor's involvement in tree service work. The contractor has the responsibility to:

A. Prune designated trees.
B. Reserve work space along streets.
D. Remove excess material and clean up site.
E. Guarantee that specifications be met.
F. Keep work site safe at all times.

II. Definitions

A. Reference: Reference to any other specifications or standards means the latest revision in effect on date of invitation to bid. This set of specifications governs when disagreement with a reference specification occurs.
B. Specified: Means specified in the invitation to bid.
C. ANSI Z-133: American Standard of Tree Worker Safety.
E. Village Administrator: The Village's contract administrator is Kyle Botbyl (616-846-2422 or kbotbyl@springlaketwp.org). The Village’s administrator will be supported by a forestry representative who will review the technical aspects of this tree pruning contract. The Village’s forestry representative is Lee Mueller of Davey Resource Group, Inc. (248-221-0439 or lee.mueller@davey.com).
F. Contractor: A company that earns the majority of its annual revenue for pruning, removing, or maintaining trees and/or shrubbery. It is preferred that the Contractor possesses an ISA Certified Arborist License.

III. Work Procedures

A. Equipment: All bidders must have in their possession or available to them by formal agreement at the time of bidding: trucks, devices, chippers, hand tools, aerial, and other equipment and supplies which are necessary to perform the work as outlined in these specifications. The Village may inspect such equipment or agreements prior to the awarding of a contract.
B. **Tree Location:** Work limited to trees located on all public rights-of-way and Village-owned property. All work under this contract shall be assigned by supplying the Contractor with a list of trees for priority pruning, once the contract is awarded. All trees on this list are to be pruned for risk management pruning and clearance for vehicular and pedestrian traffic. The Village reserves the right to change, add, or delete areas or quantities to be pruned or removed as it deems to be in its best interest. Pruning operations will commence no later than thirty (30) days after the list of trees has been assigned and will be completed no later than sixty (60) days after work has begun.

The Contractor will be responsible for making arrangements to safely prune or remove trees growing in or near utility wires. Contractor will be responsible for any damage to utilities during the removal or pruning process.

C. **Public Relations:** Property owners will be informed of impending work by the Village’s Administrator, as appropriate.

D. **Supervision:** Contractor consults with the Village concerning details of scheduling of all work. Contractor has a competent person in charge of his work at all times to whom the Village may issue directives and who shall accept and act upon such directives, and who reads, speaks, and writes English competently. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of contract unless such directives would create potential personal injury of safety hazards.

A firm with a Certified Arborist on the job site at all times is preferred. The Certified Arborists certification number, as applicable, should be included with the submission.

E. **Inspections:** The Village’s Administrator is contacted before 8:30 a.m. on Monday to review the week’s work and told exact location of the week’s work. The Village inspects work at its discretion and is requested by letter, five days in advance of the completion of this contract, to provide a final inspection.

F. **Tree Damage:** Climbing irons, spurs, or spikes are not used on trees to be pruned. Any tree damage caused by contractor is repaired immediately at no additional expense to the satisfaction of the Village Administrator. Trees damaged beyond repair, as judged by the Village Administrator, are removed at no expense to the Village and replaced by a tree of size and species designated by the Village Administrator at no additional expense to the Village or the dollar value of such damaged trees, as determined by the Village Administrator, is deducted from the monies owed the Contractor.

G. **Pruning Specifications:** The objective of this tree pruning operation is to manage risk and provide for clearance in public spaces. These specifications conform to the latest revision of standards of National Arborist Association, ANSI A300.

A list of trees will be provided to the contractor. For these trees, dead, diseased, dying, broken, decayed, or damaged limbs, greater than three (3) inches and greater shall be removed. Trees impeding vehicle or pedestrian traffic shall be raised to at least 14 feet over streets and 8 feet over sidewalks. Trees obstructing control devices (stop signs, yield signs, and traffic lights) should be trimmed to allow for adequate visibility.

No more than 20% of the living crown of an individual tree shall be removed. All pruning cuts should be back to the nearest parent limb. All cuts shall be made as close as possible to
the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts should remain firmly attached. All branches too large to support with one hand shall be precut to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground. Treatment of cuts and wounds shall not be dressed or painted. Wound dressing has not been shown to be effective in preventing or reducing decay and is not generally recommended for this reason. Wound dressing over infected wood may stimulate the decay process. Pruning of any Oak (*Quercus spp*) species shall be completed no later than March 31, 2020.

Equipment that will damage the bark and cambium layer should not be used on or in the trees. For example, the use of climbing spurs (hooks or irons) is not an acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.

All cut limbs shall be removed from the crown upon completion of the pruning. Clean-up of branches, logs, or any other debris resulting from any tree pruning shall be promptly and properly accomplished. The work area shall be kept safe at all times until the clean-up operation is completed. Under no condition shall the accumulation of brush, branches, logs, or other debris be allowed upon a public property in such a manner as to result in a public hazard.

H. **Traffic Control:** Is the sole responsibility of Contractor and is coordinated with the Village of Spring Lake.

The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the Village and is coordinated with the appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County, and Local highway construction codes.

I. **Utility Agencies:** Are contacted by Contractor any time assistance is needed to work safely around overhead or underground installations. The Village may provide a list of principal contacts and telephone numbers for public and private utility organizations.

Tree trimming and removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to its operations.

The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work will not be the responsibility of the Contractor.

J. **Safety:** Work conforms to the latest revision of American National Standards Institute Standard Z-133.1 (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and for Cutting Brush).
At the time a contract is entered into, the Contractor shall certify in writing to the Village that all Contractor's employees working on this job are either ‘Qualified Line Clearance Tree Trimmers’ or ‘Qualified Line Clearance Tree Trimmer Trainees’, as defined in the above ANSI Z-133.1 Standards or that the Contractor has made arrangements to secure such support for operating near overhead utilities.

K. **Clean-Up:** Clean-up procedures are completed within two hours after debris have been placed around the site of each tree requiring pruning. The work site is left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees are kept off private property.

   It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, brush, and debris resulting from the tree maintenance operations. Wood may be left for residents, but that not taken must be disposed by the Contractor.

   **L. Damages:** Done by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and are repaired or compensated for by the Contractor to the satisfaction of both injured party and the Village at no cost to the Village.

   **M. Insurance:** Contractor shall be fully insured as specified and shall be completely covered by State Workers' Compensation during the life of this contract. The Contractor shall have liability insurance in the amount of $1,000,000.00 for each occurrence and shall name the Village as an additional insured on its policy for the work being performed in the Village of Spring Lake.

   **N. Payments:** Partial billings are acceptable, but not more frequently than every two weeks. Payment is made according to actual number of trees pruned. Ten percent (10%) of each invoice is withheld until Contractor's work is completed to the satisfaction of the Village. At the discretion of the Village, one-half of the ten percent (10%) retainer may be held until spring if enough snow is on the ground that a proper inspection of sites cannot be conducted. When an inspection is done and the Contractor, as directed by the Village, corrects any problem that may occur, the remainder of the retainer will be paid.

   **O. Working Hours:** The Contractor will schedule work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless authorized by the Village to do otherwise.

   **P. Subcontracts:** The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the Village. The Subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All directions given to the Subcontractor in the field shall bind the Contractors as if the notice had been given directly to the Contractor.

   **Q. Execution of Contract:** The successful Bidder shall, within five (5) calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the Village for the performance of work awarded and shall simultaneously provide the appropriate bonds, indemnities, and insurance required hereunder.

   The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promises made by representatives of the Village, or other persons.
R. **Discontinuance of Work:** Any practice obviously hazardous as determined by the Village shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice to discontinue such practice.

S. **Observance of Laws, Ordinances, and Regulations:** The Contractor, at all times during the term of this contract, shall observe and abide by all Federal, State, and Local laws, ordinances, and regulations which in any way affect the conduct of the work and shall comply with all decrees and orders of courts and competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules, and regulations as they relate to hiring, wages, and other applicable conditions of employment.

T. **Supervision:** This contract will be under the direct supervision of the Village or its authorized representatives. Any alteration or modifications of the work performed under this contract shall be made only in written agreement between the Contractor and the Village-authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

IV. **Bidding Specification**

Tree maintenance work done under the direction of this contract shall be bid on forms as provided by the Village.

V. **References**

Municipal tree pruning experience is required. The bidder will provide a list of municipal governments that it has serviced in the past five years with a contact person listed.

VI. **Award**

For a bid to be considered, prices must be quoted for the entire pruning project.

VII. **Contract Termination**

The Village shall have the right to terminate a contract or a part thereof before the work is completed in the event:

A. Previous unknown circumstances arise making it desirable in the public interest to void the contract;

B. The Contractor is not adequately complying with the specifications;

C. Proper arboricultural techniques are not being followed after warning notification by the Village or its authorized representatives;

D. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity;

E. The Contractor in the judgment of the Village is unnecessarily or willfully delaying the performance and completion of the work;

F. The Contractor refuses to proceed with work when as directed by the Village; or

G. The Contractor abandons the work.
VIII. Indemnification

The Contractor agrees to indemnify, hold harmless, and defend the Village of Spring Lake from and against any and all loss, damage, or expense which the Village may suffer or for which the Village may be liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder.

This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the Village for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the Village’s trees by persons (other than employees of the Contractor engaged in the work contemplated by this agreement) who are around such trees.
ATTACHMENT D. TREE REMOVAL SPECIFICATIONS
VILLAGE OF SPRING LAKE, MICHIGAN

I. Scope of Work

To provide all labor, supervision, equipment, services, and expertise necessary to perform urban forestry maintenance work in the Village of Spring Lake as specified herein. Since this work is of a potentially dangerous nature, and requires special expertise, it is to be performed by a contractor that derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. Contractors must have been in business for at least five years. The Village may require proof of Contractor's involvement in tree service work. The contractor has the responsibility to:

A. Remove designated trees.
B. Reserve work space along streets.
D. Remove excess material and clean up site.
E. Guarantee that specifications be met.
F. Keep work site safe at all times.

II. Definitions

A. Reference: Reference to any other specifications or standards means the latest revision in effect on date of invitation to bid. This set of specifications governs when disagreement with a reference specification occurs.
B. Specified: Means specified in the invitation to bid.
C. ANSI Z-133: American Standard of Tree Worker Safety.
E. Village Administrator: The Village's contract administrator is Kyle Botbyl (616-846-2422 or kbotbyl@springlaketwp.org). The Village’s administrator will be supported by a forestry representative who will review the technical aspects of this tree pruning contract. The Village’s forestry representative is Lee Mueller of Davey Resource Group, Inc. (248-221-0439 or lee.mueller@davey.com).
F. Contractor: A company that earns the majority of its annual revenue for pruning, removing, or maintaining trees and/or shrubbery. It is preferred that the Contractor possesses an ISA Certified Arborist License.

III. Work Procedures

A. Equipment: All bidders must have in their possession or available to them by formal agreement at the time of bidding: trucks, devices, chippers, hand tools, aerial, and other equipment and supplies which are necessary to perform the work as outlined in these specifications. The Village may inspect such equipment or agreements prior to the awarding of a contract.
B. **Tree Location:** Work limited to trees located on all public rights-of-way and Village-owned property. All work under this contract shall be assigned by supplying the Contractor with a list of trees for removal. The Village reserves the right to change, add, or delete areas or quantities to be removed as it deems to be in its best interest. Removal operations will commence no later than thirty (30) days after the list of trees has been assigned and will be completed no later than 60 days after work has begun.

The Contractor will be responsible for notifying the appropriate utility authority before removing trees growing in or near the utility wires. Contractor will be responsible for any damage to utilities during the removal or pruning process.

C. **Public Relations:** Property owners will be informed of impending work by the Village’s Administrator, as appropriate.

D. **Supervision:** Contractor consults with the Village concerning details of scheduling of all work. Contractor has a competent person in charge of his work at all times to whom the Village may issue directives and who shall accept and act upon such directives, and who reads, speaks, and writes English competently. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of contract unless such directives would create potential personal injury of safety hazards.

A firm with a Certified Arborist on the job site at all times is preferred. The Certified Arborist’s certification number, as applicable, should be included with the submission.

E. **Inspections:** The Village’s Administrator is contacted before 8:30 a.m. on Monday to review the week’s work and told exact location of the week’s work. The Village inspects work at its discretion and is requested by letter, five days in advance of the completion of this contract, to provide a final inspection.

F. **Tree Damage:** Any tree damage caused by contractor is repaired immediately at no additional expense to the satisfaction of the Village Administrator. Trees damaged beyond repair, as judged by the Village Administrator, are removed at no expense to the Village and replaced by a tree of size and species designated by the Village Administrator at no additional expense to the Village or the dollar value of such damaged trees, as determined by the Village Administrator, is deducted from the monies owed the Contractor.

G. **Removal Specifications:** Removals will include topping and other operations necessary to safely remove the assigned trees. No trees or trunks are felled onto pavement. Work includes removal of basal sprout and brush and weeds within three feet of the trunk. Adjacent sidewalks, lawns, streets, and gutters will be cleaned of all debris. All labor, supervision, equipment, materials, and supplies necessary for the execution of this work must be provided for by the contractor at no additional cost to the Village. All debris disposal must be provided by the contractor at no additional cost to the Village. The chosen contractor will be required to follow the ANSI Z-133 Standards for tree worker safety. If a contractor is not aware of these standards, copies can be provided by the Village of Spring Lake.

H. **Traffic Control:** Is sole responsibility of Contractor and is coordinated with the proper department of the Village of Spring Lake.

The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and
personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the Village and is coordinated with the appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County, and Local highway construction codes.

I. Utility Agencies: Are contacted by Contractor any time assistance is needed to work safely around overhead or underground installations. The Village may provide a list of principal contacts and telephone numbers for public and private utility organizations.

Tree trimming and removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations.

The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work will not be the responsibility of the Contractor.


At the time a contract is entered into, the Contractor shall certify in writing to the Village that all Contractor's employees working on this job are either ‘Qualified Line Clearance Tree Trimmers’ or ‘Qualified Line Clearance Tree Trimmer Trainees’, as defined in the above ANSI Z-133.1 Standards or that the Contractor has made arrangements to secure such support for operating near overhead utilities.

K. Clean-Up: Clean-up procedures are completed within two hours after debris have been placed around the site of each tree requiring removal. The work site is left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees are kept off private property.

It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, brush, and debris resulting from the tree maintenance operations. Wood may be left for residents, but that not taken must be disposed.

L. Damages: Done by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and are repaired or compensated for by the Contractor to the satisfaction of both injured party and the Village at no cost to the Village.

M. Insurance: Contractor shall be fully insured as specified and shall be completely covered by State Workers’ Compensation during the life of this contract. The Contractor shall have liability insurance in the amount of $1,000,000.00 for each occurrence and shall name the Village as an additional insured on its policy for the work being performed in the Village of Spring Lake.

N. Payments: Partial billings are acceptable, but not more frequently than every two weeks. Payment is made according to actual number of trees pruned. Ten percent (10%) of each
invoice is withheld until Contractor’s work is completed to the satisfaction of the Village. At the discretion of the Village, one-half of the ten percent (10%) retainer may be held until spring if enough snow is on the ground that a proper inspection of sites cannot be conducted. When an inspection is done and the Contractor, as directed by the Village, corrects any problem that may occur, the remainder of the retainer will be paid.

O. **Working Hours:** The Contractor will schedule work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless authorized by the Village to do otherwise.

P. **Subcontracts:** The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the Village. The Subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All directions given to the Subcontractor in the field shall bind the Contractors as if the notice had been given directly to the Contractor.

Q. **Execution of Contract:** The successful Bidder shall, within five (5) calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the Village on forms included within the bidding documents for the performance of work awarded him and shall simultaneously provide the appropriate bonds, indemnities, and insurance required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promises made by representatives of the Village, or other persons.

R. **Discontinuance of Work:** Any practice obviously hazardous as determined by the Village shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice to discontinue such practice.

S. **Observance of Laws, Ordinances, and Regulations:** The Contractor, at all times during the term of this contract, shall observe and abide by all Federal, State, and Local laws, ordinances, and regulations which in any way affect the conduct of the work and shall comply with all decrees and orders of courts and competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules, and regulations as they relate to hiring, wages, and other applicable conditions of employment.

T. **Supervision:** This contract will be under the direct supervision of the Village or its authorized representatives. Any alteration or modifications of the work performed under this contract shall be made only in written agreement between the Contractor and the Village or its authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

**IV. Bidding Specification**

Tree maintenance work done under the direction of this contract shall be bid on forms as provided by the Village.

**V. References**

Municipal tree removal experience is required. The bidder will provide a list of municipal governments that it has serviced in the past five years with a contact person listed.
VI. Award

For a bid to be considered, prices must be quoted for the entire removal project.

VII. Contract Termination

The Village shall have the right to terminate a contract or a part thereof before the work is completed in the event:

A. Previous unknown circumstances arise making it desirable in the public interest to void the contract;

B. The Contractor is not adequately complying with the specifications;

C. Proper arboricultural techniques are not being followed after warning notification by the Village or its authorized representatives;

D. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity;

E. The Contractor in the judgment of the Village is unnecessarily or willfully delaying the performance and completion of the work;

F. The Contractor refuses to proceed with work when as directed by the Village; or

G. The Contractor abandons the work.

VIII. Indemnification

The Contractor agrees to indemnify, hold harmless, and defend the Village of Spring Lake from and against any and all loss, damage, or expense which the Village may suffer or for which the Village may be liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder.

This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the Village for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the Village's trees by persons (other than employees of the Contractor engaged in the work contemplated by this agreement) who are around such trees.
ATTACHMENT E. STUMP REMOVAL SPECIFICATIONS
VILLAGE OF SPRING LAKE, MICHIGAN

I. Scope of Work

To provide all labor, supervision, equipment, services, and expertise necessary for grinding of stumps, disposal of grindings and debris, and backfilling of stump holes in the Village of Spring Lake as specified herein. Since the work is potentially dangerous, and requires special expertise, it is to be performed by a Contractor that derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. Contractors must have been in business for at least five years. The Village may require proof of the Contractor's involvement in tree service work.

The Contractor has the responsibility to:

A. Reserve work space along streets;
B. Grind out designated stumps;
C. Remove excess material and clean up the work site;
D. Guarantee the specifications will be met; and
E. Keep work site safe at all times.

All bidders must have in their possession or available to them by formal agreement at the time of bidding: trucks, stump grinders, hand tools, and other equipment and supplies that are necessary to perform the work as outlined in these specifications.

II. Definitions

A. Reference: Reference to any other specifications or standards means the latest revision in effect on date of invitation to bid. This set of specifications governs when disagreement with a reference specification occurs.
B. Specified: Means specified in the invitation to bid.
C. ANSI Z-133: American Standard of Tree Worker Safety.
E. Village Administrator: The Village's contract administrator is Kyle Botbyl (616-846-2422 or kbotbyl@springlaketwp.org). The Village’s administrator will be supported by a forestry representative who will review the technical aspects of this tree pruning contract. The Village’s forestry representative is Lee Mueller of Davey Resource Group, Inc. (248-221-0439 or lee.mueller@davey.com).
F. Contractor: A company that earns the majority of its annual revenue for pruning, removing, or maintaining trees and/or shrubbery. It is preferred that the Contractor possesses an ISA Certified Arborist License.
III. Work Procedures

A. **Location:** Work is limited to stumps located on all public rights-of-way and Village-owned property. All work under this contract shall be assigned by supplying the Contractor with a list of stumps to be ground. The Village reserves the right to change, add, or delete areas or quantities of stumps to be removed as it deems necessary. Stumping operations will commence no later than five (5) days after the work has been assigned following the completion of tree removal. Work shall be completed no later than twenty-one (21) days from assignment. Work may be assigned all at once or in phases.

In the case where the same contractor is awarded removal and stump-grinding, stump-grinding may commence immediately following removal.

B. **Supervision:** Contractor consults with the Village concerning details of scheduling of all work. Contractor has a competent person in charge of his work at all times to whom the Village may issue directives and who shall accept and act upon such directives, and who reads, speaks, and writes English competently.

Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of contract unless such directives would create potential personal injury of safety hazards.

C. **Inspections:** The Village’s Administrator is contacted before 8:30 a.m. on Monday to review the week’s work and told exact location of the week’s work. The Village inspects work at its discretion and is requested by letter, five days in advance of the completion of this contract, to provide a final inspection.

D. **Stump Grinding:** The tree stumps will be ground out to a depth of six (6) inches below the normal surface level including all surface roots. Immediately after grinding each stump, the grindings must be removed from the work area. Adjacent sidewalks, lawns, streets, and gutters will be cleaned. Holes are not to be left open overnight. Backfill consisting of clean earthen soil should be used to fill in the cavity, free of debris, to four (4) inches above the existing lawn grade surrounding the stump site (to allow for settling) and seeded with an approved seeding mix. Do not backfill with wood chips.

All labor, supervision, equipment, material, and supplies necessary for the execution of the work must be provided for by the Contractor at no additional cost to the Village. All debris disposal must be provided by the Contractor at no additional cost to the Village.

The chosen Contractor will be required to follow the ANSI Z-133 Standards for tree worker safety. If a Contractor is not aware of these standards, copies can be provided by the Village of Spring Lake.

E. **Traffic Control:** Is the sole responsibility of Contractor and is coordinated with the proper department of the Village of Spring Lake.

The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.
Blocking of public streets shall not be permitted unless prior arrangements have been made with the Village and is coordinated with the appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County, and Local highway construction codes.

F. Utility Agencies: Are contacted by Contractor any time assistance is needed to work safely around overhead or underground installations. The Village provides list of principal contacts and telephone numbers for public and private utility organizations.

The Contractor shall contact Miss Dig prior to beginning operations to mark all utilities. If requested, the Contractor shall provide the Village with confirmation numbers for Miss Dig tickets. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations. It is left to the Contractor’s discretion to notify the appropriate utility authority before stump removal begins. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work will not be the responsibility of the Contractor.

G. Damages: Done by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and are repaired or compensated for by the Contractor to the satisfaction of both injured party and the Village at no cost to the Village.

H. Insurance: Contractor shall be fully insured as specified and shall be completely covered by State Workers’ Compensation during the life of this contract. The Contractor shall have liability insurance in the amount of $1,000,000.00 for each occurrence and shall name the Village as an additional insured on its policy for the work being performed in the Village of Spring Lake.

N. Payments: Partial billings are acceptable, but not more frequently than every two weeks. Payment is made according to actual number of trees pruned. Ten percent (10%) of each invoice is withheld until Contractor’s work is completed to the satisfaction of the Village. At the discretion of the Village, one-half of the ten percent (10%) retainer may be held until spring if enough snow is on the ground that a proper inspection of sites cannot be conducted. When an inspection is done and the Contractor, as directed by the Village, corrects any problem that may occur, the remainder of the retainer will be paid.

J. Working Hours: The Contractor will schedule work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless authorized by the Village to do otherwise.

K. Subcontracts: The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the Village. The Subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All directions given to the Subcontractor in the field shall bind the Contractors as if the notice had been given directly to the Contractor.

L. Execution of Contract: The successful Bidder shall, within five (5) calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the Village for the performance of work awarded him and shall simultaneously provide the appropriate bonds, indemnities, and insurance required hereunder. The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor
shall not base any claim for modification of the contract upon any prior representation or promises made by representatives of the Village, or other persons.

M. Discontinuance of Work: Any practice obviously hazardous as determined by the Village shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

N. Observance of Laws, Ordinances, and Regulations: The Contractor, at all times during the term of this contract, shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts and competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules, and regulations as they relate to hiring, wages, and other applicable conditions of employment.

O. Supervision: This contract will be under the direct supervision of the Village or its authorized representatives. Any alteration or modifications of the work performed under this contract shall be made only in written agreement between the Contractor and the Village Administrator and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

IV. Bidding Specification

Stump work done under the direction of this contract shall be bid on forms as provided by the Village.

V. Award

For a bid to be considered, prices must be quoted for the entire stump removal project.

VI. Contract Termination

The Village shall have the right to terminate a contract or a part thereof before the work is completed in the event:

A. Previous unknown circumstances arise making it desirable in the public interest to void the contract;
B. The Contractor is not adequately complying with the specifications;
C. Proper arboricultural techniques are not being followed after warning notification by the Village or its authorized representatives;
D. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity;
E. The Contractor in the judgment of the Village is unnecessarily or willfully delaying the performance and completion of the work;
F. The Contractor refuses to proceed with work when as directed by the Village; or
G. The Contractor abandons the work.

VII. Indemnification

I, the Contractor, agree to indemnify, hold harmless, and defend the Village of Spring Lake from and against any and all loss, damage, or expense which the Village may suffer or for which the Village may be liable by reason of any injury (including death) or damage to any
property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder.

This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the Village for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the Village's stumps by persons (other than employees of the Contractor engaged in the work contemplated by this agreement) who are around such stumps.
**WORK SESSION AGENDA REPORT**

**TO:** Village President Mark Powers & Village Council Members  
**FROM:** Christine Burns, Village Manager  
**DATE:** October 10, 2022  
**RE:** Waste Hauler RFPs

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**Background:**

**Issues & Questions Specified:**

**Alternatives:**

**Financial Impact:**

**Recommendation:**

**Attachments:**

- Kuerth Letter to Village Residents  
- Letter – Craig  
- Letter - Gleason
**BACKGROUND:** Spring Lake Township 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.

At their September 19, 2022 meeting, Council directed staff to distribute an RFP to the three licensed waste haulers within the Village. The RFP was also placed on our website and all social media outlets. Proposals are due on October 11, 2022 at 4:00 p.m. A Community Engagement meeting is scheduled for October 20, 2022 at 5:30 p.m. at Barber School to present the proposals received and to answer any questions the public may have regarding the submissions. At this time, this matter is scheduled to be discussed by Council at their November meetings.

Upon receiving the RFP, Kuerth Disposal issued a letter (*attached*) to Villagers, encouraging them to reach out to Council to express their thoughts on the matter. Those written communications are included with this report. Staff is encouraging callers to email me directly at christine@springlakevillage.org so that we may document those opinions.

The Village currently has 1,120 residential water/sewer customers. However, not all water/sewer customers subscribe to a waste hauler.
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>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>Christmas Trees</td>
</tr>
<tr>
<td>Spring/Fall Clean-up</td>
</tr>
</tbody>
</table>

**Issues & Questions Specified:** None. Informational purposes only.

**Alternatives:** None.

**Financial Impact:** None at this point.

**Recommendation:** None at this point.

**Attachments:**

Letter distributed by Kuerth Disposal
Communication – Gleason
Communication - Craig
319 March
Spring Lake, Mich. 49451
October 2, 2022

Spring Lake Village
102 W. Stevige
Spring Lake, Mich. 49451

Attention Village Manager & Council President

Dear Ms. Burns & Mr. Powers,

In reference to the recent RFP sent to trash haulers, in an attempt to establish a single waste hauler for the village, it is hoped the following will be considered in your decision.

Kueth's Disposal & Recycling has been picking up our trash for over five years. Employees of Kueth's have always been courteous and friendly while picking up trash. I have never seen trash or other debris blown out of their trucks as I have from other haulers. Kueth's drivers pick up our trash at an acceptable time without the clanging of cans and the shrieking of brakes. The office staff at Kueth's have always been very cooperative in answering any questions requiring special service.

With these comments, it is hoped that Kueth's Disposal will continue to be our trash hauler.

Respectfully,

Thomas Craig
C.C. Council Member
Date: Oct. 6th 2022

Spring Lake Village Counsel
Subject: Single Provider for Solid Waste/Trash Removal

We are seeking specific publicly available information regarding the supporting rationale for the September 26, 2022 issuance of the RFP Solid Waste collection and disposal services.

Under category II (Background Information) of your RFP communication, it appears that the intent and purpose of this RFP is to reduce overall costs to residents and increase efficiency of waste removal within the village?

Having worked on the Village planning commission for many years, I am familiar with the past process of researching and obtaining high quality information and public feedback before critical decisions and recommendations can be implemented.

As such, any information and answers to the questions below would be helpful to me and other village residents.

1. Have the village residents been asked or surveyed in advance if they want a single service trash removal provider? i.e. survey results etc.
2. Recorded complaints to village officials that identify problems with the currently licensed solid waste removal providers
3. Minutes of village council meetings, committee meetings or work sessions that support the RFP
4. Specific benefits to the village by implementing a single waste collection provider
5. Have there been any negative reactions by village residents to a single required waste hauler?
6. Can village residents "opt out" of the single waste hauler model?
7. Will the village pay for all or any future solid waste removal fees, resulting from the RFP?
8. Will the village residents be required to pay for the service's of the solid waste service provider?

My hope is that the Village Council could discuss the above points and be prepared to publicly provide answers to these relevant items at the October 20, 2022, 5:30pm Community engagement meeting at the Barber St. school.

Thank you for your consideration in this matter.
Ken and Lynne Gleason
624 River Street
Spring Lake Village
Dear Village of Spring Lake Residents,

On September 19th, 2022 during a Village Council meeting, the Village Board approved the motion for a RFP (Request for Proposal). This RFP is to request proposals from trash haulers in hopes to move to a single waste hauler for all services provided in the Village of Spring Lake.

Although some may see benefits of making such a move, the impact on the community and your rights surpasses any benefits that may come with a single hauler. Currently, the significant share of haulers within the Village of Spring Lake are privately owned local businesses who work, live, and raise their families within our community. These businesses are the ones sponsoring our youth sports programs. These businesses are the ones supporting our local schools. These businesses are the ones who take pride in their names and provide a service that cannot be replicated. They pride themselves on customer service, reliability, and a competitive price.

To ensure that your voice is heard we encourage you to contact your Village Council at (616)842-1393 and attend the public meeting on October 20th, 2022 at 5:30 pm located at Barber School. Here the council will share the proposal results and compile feedback from the public. They will use the information they gather on October 20th for their work session on November 14, 2022, which is open to the public. Without your voice, their voice will be the ones making the choices for you.

Sincerely,

Joe Kuerth & Jacquie Kunnen
Christine Burns

From: Christine Burns  
Sent: Thursday, September 29, 2022 9:55 AM  
To: garbage kuerthsdisposal.com  
Subject: RE: Questions in regards to the RFP

Jacquie,

Please see answers below.

Let me know if you have further questions.

Fondly,

Chris

Christine Burns
VILLAGE MANAGER, VILLAGE OF SPRING LAKE
102 W. Savidge St., Spring Lake, MI 49456  
☎ 616.842.1393  ☏ 616.847.1393  
christine@springlakevillage.org

From: garbage kuerthsdisposal.com <garbage@kuerthsdisposal.com>  
Sent: Wednesday, September 28, 2022 11:10 AM  
To: Christine Burns <christine@springlakevillage.org>  
Subject: Questions in regards to the RFP

Good morning Chris,

I have a few questions in regards to the RFP that is being proposed hoping you will be able to help.

1. When was the RFP discussed in the past and placed in the minutes as I did not see anything for the 2022 year so far in regards to this? The RFP was discussed at both the September Work Session and Council Meeting. Minutes are not posted to the website until they are approved.
2. Is there a solid waste committee in charge of the RFP? No.
3. Why were the businesses not notified ahead of time? The RFP is for residential waste hauling only, does not impact businesses.
4. Has this been publicly announced, such as in the Grand Haven Tribune so the public is aware of this and/or Village of Spring Lake Facebook sight? The RFP was discussed at two public meetings. I’m not sure if the Tribune picked it up or not. The RFP is posted to our website and to our Facebook page as is the event for the Community Engagement meeting to discuss.

5. Per the census the number of residents is 2,531, but what is the actual number of residential homes in the Village of Spring Lake excluding apartment buildings? I do not know the number of residential homes within the Village broken down to that detail. I can tell you how many water meters we have, but that would include condos and developments. The number of single family homes is probably available from the Spring Lake Township assessor.

6. Was there a survey sent out to the Village residents prior to the decision to go forward with the RFP to see if the residents would be interested in this or was this just a Board decision? This was a board decision.

7. Will the solid waste ordinance be amended or replaced? Only if the Council decides to move forward with a single hauler for residential waste.

Kindest Regards,

Jacquie

Kuerth’s Disposal, Inc.
2621 Dalson Road
Twin Lake, MI 49457
kuerthsdisposal.com
(231)744-4967/(800)332-3496

Please note: The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.
Dear Mr. Nordman,

This letter is being sent in response to your request to Village Council for the creation of a bike lane on South Lake Street. At this time, the Village of Spring Lake will not be adding a bike lane on South Lake Street. After consultation with our traffic engineer, it became clear that a bike path would not be possible without the elimination of on-street parking. Council determined that the elimination of on-street parking is not something they wish to pursue at this time.

Should you have any further questions, please call Spring Lake Village Hall at 616-842-1393.

Sincerely,

Elliott Stepanian
Assistant to the Village Manager
Shanna,

My apologies if you’ve been waiting for a tree (or two) for two summers and that you were given misinformation about the placement of trees. I would be curious to know who is spreading untruths (if you recall who it was that told you this, I would be happy to reach out to them and correct the fallacy). We are always looking for homes for trees and keep a running list of people who want one. Darcie will send you a tree adoption form that needs to be completed and returned to her so we can get you a tree or two. Without the form, we will not assign a tree to your location. We do subscribe to the Right Tree, Right Place program....meaning that not every type of tree will be suitable for every location. For example, we will not plant an Oak, Maple or other larger grower under/near utility lines. The species of tree you get will be determined by the location you want to plant it.

Again, I’m sorry you received bad intel. We do our best to curb that with our social media, but sometimes gossip gets away from us.

You should be hearing from Darcie soon.

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
Could you tell us when they are going to start planting trees again for people who have requested one.... we were waiting for one last year, and then heard that the village manager took what was left and planted them along the bike path.
Any word as to when we would be get one -- have been waiting for 2 summers now...

Thank you
Briggs
204 Parkhurst Ave
Spring Lake, MI

On Monday, September 19, 2022 at 04:15:22 PM EDT, Village of Spring Lake <tyra@springlakevillage.org> wrote:
IN THIS WEEK'S ISSUE

- Boards & Commissions Meetings
- Historic Commission Meeting Cancelled
- Board and Commissions Openings
- Election Signs in the Village
- Double Utility Poles
- National Do Not Call Registry
- Tanglefoot Park Fireplace Hours
- Tanglefoot Park Splash Pad Update
- Village Receives RRC Certification
- Spring Lake Red and Gray Days
- Spring Lake Spooktacular
- Brush Pick Up Dates
- Fall Trash Pick Up
- Ottawa County Diversity Forum
- Mobile Food Pantry
- Scoop - LGROW
- Village Contacts

SEPTEMBER 2022
BOARD & COMMISSION MEETINGS
September Boards & Commissions Meeting Dates

<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting Type</th>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/06/2022</td>
<td>Parks &amp; Recreation Meeting</td>
<td>7:00PM</td>
<td>Barber School</td>
</tr>
<tr>
<td>09/08/2022</td>
<td>DDA Meeting</td>
<td>12:00PM</td>
<td>Barber School</td>
</tr>
<tr>
<td>09/12/2022</td>
<td>Village Council Work Session</td>
<td>7:00PM</td>
<td>Village Hall Upstairs Conference Room</td>
</tr>
<tr>
<td>09/19/2022</td>
<td>Village Council Meeting</td>
<td>7:00PM</td>
<td>Barber School</td>
</tr>
<tr>
<td>09/22/2022</td>
<td>DDA Work Session</td>
<td>12:00PM</td>
<td>Barber School</td>
</tr>
<tr>
<td>09/27/2022</td>
<td>Planning Commission</td>
<td>7:00PM</td>
<td>Barber School</td>
</tr>
</tbody>
</table>

HISTORIC COMMISSION MEETING CANCELLED
ELECTION SIGNS IN THE VILLAGE

It's almost election season! Before you put your signs out in the yard, know the election sign requirements in the Village. View the ordinance here: https://bit.ly/3LmaSVp

Multiple election signs cannot go up until 30 days prior to the election date or October 9th. (Yes, even Napoleon Dynamite has to put away his Vote for Pedro sign until October 9th)

If you have any questions or need clarification on the ordinance, please contact us at communications@springlakevillage.org.
BOARD AND COMMISSIONS OPENINGS

Are you interested in becoming more involved with the Village? We have openings on our Parks & Recreation Board and Planning Commission. Submit your application with the PDF attached to our Village Manager at christine@springlakevillage.org. You must be a Village resident to apply.

For more information, CLICK HERE
INTERESTED IN SERVING YOUR COMMUNITY? APPLY TO ONE OF THE VILLAGE BOARDS OR COMMISSIONS TODAY!

1. Planning Commission
2. Parks & Recreation Board

WWW.SPRINGLAKEVILLAGE.ORG
DOUBLE UTILITY POLES

Do you have a double utility pole near your home?

The Village would like an inventory of all double poles still out there. If you have one of these in your ROW, please send your address to communications@springlakevillage.org and we will do our best to get the redundant pole removed.

NATIONAL DO NOT CALL REGISTRY

Did you know you can register your phone to the National Do Not Call Registry to stop telemarketing calls?

To register visit, www.donotcall.gov
BIG NEWS! To kick off September, the fireplace at Tanglefoot Park will be turned on all season! Check out the hours below.
TANGLEFOOT PARK
FIREPLACE HOURS

Monday       5:00pm - 10:00pm
Tuesday      5:00pm - 10:00pm
Wednesday    5:00pm - 10:00pm
Thursday     5:00pm - 10:00pm
Friday       5:00pm - 10:00pm
Saturday     10:00am - 10:00pm
Sunday       10:00am - 10:00pm

TANGLEFOOT PARK SPLASH PAD UPDATE
The first year with the splash pad was a massive success! As the summer comes to a close, we have a few splash pad updates for you.

Splash Pad Hours:

- Monday through Sunday hours: 11:00AM to 7:00PM

**SPLASH PAD WILL CLOSE FOR THE 2022 SEASON ON SEPTEMBER 22ND, 2022**

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**VILLAGE RECEIVES RRC CERTIFICATION**

Redevelopment Ready Communities (RRC) program measures and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. The RRC certification is a formal recognition that your community has a vision for the future - and the fundamental practices in place to get there.

If you're interested in learning more about the Village's RRC Essentials status, click [here](#).
RED & GRAY DAYS - SPRING LAKE PUBLIC SCHOOLS

Spring Lake High School’s Homecoming Game is Friday, September 30th! The Lakers not only will be playing their neighboring rivals the Fruitport Trojans, but it is also the annual Battle of the Bayou!

The Battle of the Bayou is the annual rivalry game between Spring Lake & Fruitport. Not only does the winner get bragging rights, but each school also tries to out-raise the other school with donations going to Helen Devos Children’s Hospital. Donations are gathered at both Orchard Markets as well as at the game itself.

Local businesses and organizations will be cheering on the Lakers all week long by offering special deals, promotions, events, and more!

If your business or organization is interested in participating in Red & Gray Days, fill out the signup form here: https://www.surveymonkey.com/r/HCKZDW7

SPRING LAKE SPOOKTACULAR

Halloween is Monday, October 31st!

Downtown Trick-Or-Treating will be taking place like in past years on Monday, October 31st from 4-6pm. Traditional neighborhood Trick-Or-Treating will follow from 6-8pm.
BRUSH PICK UP DATES

The Village has scheduled brush pick up for the third Monday of each month. The dates are as follows:

1. October 17

NOTE: This brush pick-up does not apply to lot clearing or tree removals. Please visit the Village website for additional information.
The Village of Spring Lake will conduct its Fall Junk/Trash Clean Up Program for all Village residents on October 5, 2022. This program is open to Village residents only and will be provided by licensed waste haulers.

Upcoming Brush Pick Up Information:

**OCTOBER 17**

- Brush must be curbside by 7:00am
- Limbs can be no larger than 6" in diameter
- Keep limbs no longer than 6' in length
- Pile can be no more than 10' wide and 4' high
- Stack with cut ends facing the street
- No yard waste, tree roots, landscaping materials, or vines

Please note: This brush pick-up does not apply to lots or tree removals.
Direct any questions to Village Hall at 616.842.1393
2022 FALL JUNK/TRASH CLEAN UP SERVICES

The Village of Spring Lake will conduct its Fall Junk/Trash Clean Up Program for all Village residents on October 5, 2022. This program is open to Village residents only and will be provided by licensed waste haulers.

NO TRASH WILL BE COLLECTED AFTER WEDNESDAY OCTOBER 5, 2022 AS A PART OF THIS PROGRAM.

Property owners will be responsible for any trash left on the curb after October 5, 2022. This will include the cost of removal.

The following items will NOT be collected as a part of this program:

- Tree stumps, large automotive parts, concrete, blacktop, batteries, paint and any household solvents or cleaners of oil.
- Construction materials must be disassembled so they may be loaded in the trucks.
- Pipe will be accepted only if it is in six (6) foot lengths or shorter.
- If you have numerous items, please place them in a disposable container such as a cardboard box.
- Also limit container weight to 35 pounds or less.
- Only one major household appliance, which does not use Freon, will be collected per street address.

Residents are reminded to place their trash at the curb the day before the collection date. Residents with questions may contact their private waste hauler or call the Village Hall during regular office hours 8:00 A.M. to 5:00 P.M., Monday through Friday, at 842-1393.

Arrow Waste will serve residents who do not subscribe to a particular waste hauler. Please contact Arrow Waste prior to October 5th to register your address for a pick up. You MUST register your address or your trash will not be picked up.

KUERTH’S DISPOSAL 1-800-332-3496
REPUBLIC SERVICES 1-231-375-2065 or email – shaddock@republicservices.com
ARROW WASTE 1-616-748-1955
OTTAWA COUNTY DIVERSITY FORUM

Join Ottawa County for their Diversity Forum on October 27th. Registration is available by clicking here.

MOBILE FOOD PANTRY SCHEDULE

This is the mobile food pantry schedule for September. This schedule is provided by the Community Access Line of the Lakeshore 2-1-1
Pick up your dogs’ poop to ensure the poop does not get washed into storm drains. It will keep E. coli and other dangerous pathogens and parasites out of local waterways. If you need dog bags, we have some available in Village Hall free of charge. First come, first serve only.
Scoop

Pick up your dogs’ poop to ensure the poop does not get washed into storm drains. It will keep E. coli and other dangerous pathogens and parasites out of local waterways.

VISIT WWW.LGROW.ORG FOR MORE INFO
VILLAGE CONTACTS

Have any questions or concerns? Reach out and send an email here!

Village President: Mark Powers
Village Manager: Christine Burns

Council Members:
Dan Abbott
Michael Duer
Mark Miller
Susan Petrus
Joel TePastte
Scott VanStrate

Forms & Ordinances

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2022 Village Hall Holiday Closings

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veteran's Day</td>
<td>Friday, November 11th</td>
</tr>
<tr>
<td>Thanksgiving</td>
<td>Thursday, November 24th &amp; Friday, November 25th</td>
</tr>
<tr>
<td>Christmas</td>
<td>Friday, December 23rd &amp; Monday, December 26th</td>
</tr>
<tr>
<td>New Year</td>
<td>Friday, December 30th &amp; Monday, January 2nd</td>
</tr>
</tbody>
</table>
Hi Wally & Kyle,

I received this notice about lights on the bike path. Would you be able to follow up with him, please?

Thanks,
Tyra

Name
Jim Marshall

Email
jimmmarshall0716@sbcglobal.net

Subject
Lights on bike path

Message
Lights on bike path aren't on in the morning since it is getting light later in the morning. The section of no lighting on the bike path is between the dog park and west to Alden street. Could you please get this remedied. Thank you Jim Marshall
I had a resident call today and was very happy with the sidewalk grinding. The gentleman lives in a senior living behind the Presbyterian church and walks every day and thinks that was done was just wonderful.

Lori Spelde  
DEPUTY TREASURER, MICPT, VILLAGE OF SPRING LAKE  
102 W. Savidge St., Spring Lake, MI 49456  
P 616.842.1393  F 616.847.1393  
lori@springlakevillage.org
Good morning,

Thank you very much for dispatching your employees so rapidly Monday morning. And thank you for authorizing the replacement of my service line. The professionalism and promptness of your employees should be commended. I look forward to working with all of you in the future.

Sincerely,

Peter Arnold

---

On Fri, Sep 23, 2022 at 12:34 PM Peter Arnold <petercharlesarnold@gmail.com> wrote:

Hi Wally,

My name is Peter Arnold and I live at 224 River St. here in Spring Lake. I’m the new homeowner that left you a voicemail yesterday. I’ve got a water pressure issue that needs to be addressed due to an aging service valve from the outside coming in. It’s my understanding there may be federal funds available to offset or pay for the cost of replacing this galvanized fitting.

Before I have to foot the bill for what likely will be an expensive repair I’m reaching out directly to you to inquire about any programs I am not aware of providing federal or state dollars to repair this aging infrastructure. I’m also installing irrigation and I do not have adequate flow currently for an efficient use of this new system.

Thank you for your time and consideration. I can be reached at 970-819-6882 or by replying to this email.

Sincerely,

Peter Arnold
224 River St.
Spring Lake, MI
Oh my gosh! Congratulations!!!! Aren't grandbabies the absolute best?!? I'm so glad everyone is doing well 😊 (albeit probably sleep deprived!)

I do believe the Fleser Court sign was offered for sale for a number of weeks, but I'm not sure if someone purchased it or if it ended up in the scrap pile (which is probably gone by now). We only had a handful of signs left that never sold. A few of the signs we held onto for "gifts" when we have giveaways, but Fleser was not one of them. Did you end up getting your Boelens Court sign?

I'll double check with the DPW about the scrap pile, but they usually get rid of that weekly.

-----Original Message-----
From: Jason Boyink <jasonboyink@sbcglobal.net>
Sent: Monday, October 3, 2022 10:36 AM
To: Christine Burns <christine@springlakevillage.org>
Subject: Street Signs

First of all I am officially a grandpa so that is sweet. Walker was born a few weeks back at 6lbs 9 oz and everyone is doing well.

The Fleser Court sign was replaced a few weeks back but I never saw it go up for sale on the webpage. It was probably one of the last signs to be replaced and since the program was winding down maybe it was never even offered for sale.

I contacted someone at the Village via the email that was listed for the signs and they said the selling of the signs was over.

I know they go to the scrap yard eventually but if it isn’t to much trouble could you check to see if the Fleser Court sign is still laying around. I grew up on that street living there for 25 years so I would like it if possible.

Thanks and have great day.

Sent from my iPhone
Christine Burns

From: Christine Burns  
Sent: Wednesday, September 28, 2022 9:14 AM  
To: David Dye  
Subject: RE: Details on Central Park Structures

Thanks David! They should be back to finish that ridge cap up. Wally is not happy with the fit/finish but we’re hoping they can correct some of the issues.

---

From: David Dye <dfdarchitecture@gmail.com>  
Sent: Wednesday, September 28, 2022 8:49 AM  
To: Christine Burns <christine@springlakevillage.org>  
Subject: Details on Central Park Structures

Hello Chris,

I know you have many projects to juggle. Hope you have some time off to enjoy the cooler Fall weather.

When I walk around the village, I generally observe what is happening. Darcy and I were walking through Central Park on Sunday and Tuesday and I noticed that they are almost done with metal roofs for 3 structures. However, the ridge capping has yet to be installed. Attached is a photo showing exposed blue insulation on the top. I believe once they get the ridge capping installed, they should be done.

I know you may already know all of this, but as a Village resident I just wanted you to know since I observed it.

Best Regards,

David Dye
David Dye, AIA, LEED AP
DFD Architecture, LLC
Cell 616 821 0936
Hi Wally,

Could you follow up with Nicole Hansen, please? Her number is 616-340-8870.

Thanks,
Tyra

---

Hi to whomever is in charge of sidewalk repairs.

North Division Street, east side of street is in need of repairs (in front of 218). The sidewalk has been tripping people for years. We’ve asked about this but nothing happens.

In case it matters, soon we are planning to put in cement steps to our front entrance.

Thanks for your help, especially if something actually gets done about it.

Niki Hansen
616-340-8870
Thursday, September 22, 2022

Brennen Gorman, attorney
c/o Grand Finale Bakeshop And Café LLC
bjg@bvvlaw.com

RID # RQ-2208-09645 Reference/Transaction: Transfer Ownership Escrowed 2022 Class C Licensed Business With Sunday Sales Permit (PM) For Class C License – Spirits And Mixed Spirit Drink From Hayes Street Liquor, L.L.C.; Transfer Location From 17220 Hayes St, Grand Haven To 110 W Savidge St, Suite 4, Spring Lake; Transfer Governmental Unit Under MCL 436.1531(1) From Grand Haven Township To Spring Lake Village; New SDM License Issued Under MCL 436.1533(5)(A), Non-Transferable, In Conjunction; New Sunday Sales Permit (AM); New Entertainment Permit.

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

Applicant/Licensee: Grand Finale Bakeshop And Café LLC

Business address and phone number: 110 W Savidge St Suite 4, Spring Lake, MI 49456

Home address and phone number of partner(s)/subordinates:
Justin Raha; 14424 Boom Rd., Spring Lake, MI 49456; C: 616-638-1169

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Grand Rapids District Office (616) 447-2467

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

A copy of this notice is also being provided to Local Governmental Unit should they wish to submit an opinion on the application or advise of any local non-compliance issues.

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

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

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

ZS

cc: Grand Finale Bakeshop And Café LLC – justin.raha@gmail.com
Hayes Street Liquor, L.L.C. - gary@1031inc.com
Spring Lake Village - marv@springlakevillage.org
Dear friends,

We submitted our 9% LIHTC Spring Lake project application to MSHDA last week Monday. On Thursday the "self scores" of all applicants were published by MSHDA, and our project is the highest in two categories! Now it is time for MSHDA to review the applications. If our points hold up through review, we should have the news we are all hoping for come December. Thanks for all of your time, support, and effort to make additional affordable housing units possible for people you serve.

Here’s a link to the self scores if you would like to take a peek. We scored ourselves a 99 in the Open Rest of State and Tribal categories.

https://www.michigan.gov/mshda/-/media/Project/Websites/mshda/developers/lihtc/assets/liisr/mshda_li_sr_2022_oct1_lihtc_apps.pdf?rev=af40ac2d943b4f1b9ef03d4dc2055ca1&hash=8CEB4CB629FCCF6D37058A09EE751AB5

We will keep you updated as to our progress!

Joel

Joel R. Lautenbach
Executive Director of Affordable Living Development
Samaritas – 88 Years of Impact
2080 Union Ave., SE
Grand Rapids, MI 49507
(616) 916-0575
jlaut@samaritas.org

www.Samaritas.org

LEGAL CONFIDENTIALITY NOTICE: This message, including any attachments, is intended solely for the use of the named recipient(s) and may contain confidential or privileged information that is afforded protections under certain State and Federal privacy and confidentiality laws (the “Rules”). Such Rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by the applicable Rules. A general authorization for the release of medical or other information may not be sufficient for this purpose. If you are neither the intended recipient nor the employee or agent of the intended recipient responsible for the receipt of this information, you are hereby notified that the disclosure, copying, use, or distribution of this information is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy any and all copies of the original message and its attachments. *** Samaritas – Serving People as an Expression of the Love of Christ. ***
Occupied, Inc.
Frederick Kidd
15813 Margaret Ave.
Spring Lake, MI 49456

Re: 117 S. Lake Ave., Spring Lake; FINAL NOTICE

Dear Occupied, Inc. and Mr. Kidd:

On September 19, 2022, my office informed you that you were in violation of the Village of Spring Lake (“Village”) short-term rental ordinance. Because the violations were not remedied, the Village issued the enclosed Notice of Violation, which must be paid at the Village Hall by October 7, 2022, to avoid the issuance of a citation and appearance in the 58th District Court.

This is the Village’s FINAL NOTICE that your failure to immediately correct the violations and comply with ALL requirements of your Short-Term Rental Certificate (courtesy copy enclosed) will result in revocation of the certificate. In the event of a revocation, all short-term rental activity at the property must immediately cease to avoid further legal action in which the Village will seek all remedies allowed by law, including fines, injunctive relief, and reimbursement for the Village’s attorney fees. Your immediate attention is required.

Sincerely,

Crystal Morgan

Enclosure

cc(w/encl): Village File
Michael Pazur, Registered Agent, 3511 Elsie Lane, Hoffman Estates, IL 60192
Copy via email to info@occupiedincorporated.com
State of Michigan  
Municipal Civil Infraction  
Notice of Violation  

Complaint No. 0082  
Offense Code

The People of:  

Dr.  

O  

The undersigned 

SAYS THAT ON:  

Month Day Year At approx. Year 

State  

Driver's License Number  

Social Security No.  

Race  

Sex  

Hsr  

Weight  

Height  

Eyes  

Occupation/Employer  

Name [First, Middle, Last]:  

Occupied Inc. c/o Frederick Kidd  

Street  

15813 Margaret Ave  

City  

Spring Lake MI  

Vehicle Plate No.  

Year  

State  

Vehicle Description (Year, Make, Color, Type)  

Type

THE PERSON NAMED ABOVE, in violation of § 271-4  

UPON  

117 S. Lake  

AT OR NEAR  

WITHIN:  

CITY:  

VILLAGE:  

TOWNSHIP:  

COUNTY:  

DID THE FOLLOWING:  

- Nuisance Ordinance  
- Licenses Ordinance  
- Zoning Ordinance  
- Sign, Lighting & Display Ordinance  
- Animal & Fowl Ordinance  
- Building Code  
- Plumbing Code  
- Electrical Code  
- Mechanical Code  
- Other  

Describe:  

Failure to comply with certificate of compliance

Person in Active Military Service:  

Yes  

No

THIS VIOLATION IS A CIVIL INFRACTION and is your 3rd violation.  
The fine for this violation is $200 and must be paid at the violations bureau  
by 5:00 p.m. on 10-7-22 unless you contact the violations bureau before this time.  
SEE BELOW FOR AN EXPLANATION OF YOUR RIGHTS AND INSTRUCTIONS.  

WARNING: If you fail to pay the fine specified above or fail to contact the violations bureau on the date and time specified above, a civil Infraction citation will be issued.  

You are alleged to be responsible for a civil Infraction. You must either: 1) admit responsibility;  
2) admit responsibility with explanation; or 3) deny responsibility.  

ADMIT RESPONSIBILITY: If you wish to admit responsibility and pay your fine, you may 
do so by appearing in person or by mailing your fine along with this notice to the violations bureau.  

ADMIT RESPONSIBILITY WITH EXPLANATION OR DENY RESPONSIBILITY: If you wish to admit responsibility with explanation or deny responsibility and have a hearing, you must contact the violations bureau on or before the date specified above. A citation will be issued and filed with the court where you will have the right to an informal hearing before a magistrate or judge or to appear in court for a formal hearing before a judge.

VILLAGE OF SPRING LAKE  
102 WEST SAVIDGE STREET, SPRING LAKE, MICHIGAN  
49456  
(616) 842-1393

I personally served a copy of this notice upon the defendant.  

I declare under the penalties of perjury that the statements above are true to the best of my knowledge, information, and belief.  

Clerk of Court  

9/28/22  

Lucas Hill  

Agency CRI  

MI-100  

Agency Name  

Village of Spring Lake  

Violation Bureau Copy

Doubleday Bros. & Co., Kalamazoo, MI 49002 (800) 632-2259, (616) 381-1040  
Order by Form No. M74
SHORT-TERM RENTAL CERTIFICATE

THIS CERTIFIES THAT THIS PROPERTY IS AN APPROVED SHORT-TERM RENTAL

PROPERTY ADDRESS:
117 S. Lake Ave, Spring Lake, MI. 49456

OWNER:
Name: Occupied Inc. Phone: 773-720-7229

LOCAL AGENT:
Name: Occupied Inc. Phone: 773-720-7229

APPROVED SPECIFICATIONS FOR THIS PROPERTY

MAXIMUM SLEEPING OCCUPANCY: 3
Sleeping on couches/pullout couches, air mattresses, and floor is Prohibited.
Sleeping is restricted to beds in bedrooms.

MINIMUM PARKING PROVIDED: 2 PARKING SPACES
Parking on grass, street and off premise is Prohibited.

CERTIFICATE EXPIRATION: 6/14/2024

THIS CERTIFICATE IS REQUIRED TO BE DISPLAYED IN A WINDOW NEAREST THE MAIN ENTRANCE SO IT CAN BE VIEWED FROM OUTSIDE.

Village of Spring Lake, Manager’s Approval

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

1. **102 E. Ann Street Discussion – Burns** discussed an unresolved issue with the property owners storing their possessions on Village land behind their property and the available options to rectify the trespass.

   Council discussed what course of action would be most logical to pursue.

2. **Invasive Species Discussion - Burns** discussed the report received from Cardno regarding the treatment of invasive species.

   Council considered the merits of treatment against the aggressive spread of the invasive species and determined to table the decision until a policy for treatment could be developed.

3. **Traffic Control Orders - Delamater** discussed working with a deputy to establish regulatory changes near the school and the difficulty in finding the original Village traffic control orders.

4. **Brush Storage Agreement SLCC – Delamater** assert that the Village does not need the Agreement as the handling of brush in the Village has evolved to make the process unnecessary.

   Council added the decision to discontinue the brush storage agreement to the consent agenda.

5. **Auger Purchase (Wally Delamater)- Delamater** explained the benefits of purchasing an Auger, asserting that it would save time and labor for the DPW staff.

   After discussion, Council agreed to add the purchase of an auger to the consent agenda.

6. **Crosswalk Painting - Delamater** discussed standardizing the Village crosswalks as right now they all either differ in appearance or are completely absent.

   Council discussed and added standardization of the crosswalks to the consent agenda.

7. **Traffic Study – S. Lake Street – Burns** discussed the prospect of having a traffic engineer give a recommendation on how to make the intersection at S. Lake & Grandview safer.

   Council considered the information presented and agreed to put a traffic study on the consent agenda.

8. **Bike Lane on S. Lake Street – Burns** present the request of a citizen to add a bike lane on S. Lake St.; however according to the traffic engineer this would result in the loss of parallel parking spaces due to the available street space.

   Council discussed its usefulness before determining that at this time, without guiding policies in place, they would not move forward with the bike lane.

9. **Proposals for 106 S. Buchanan – Burns** present the 3 proposals for multi-purpose properties that were received for the development of this space.
Council accessed all 3 prospective projects before questioning the developers’ representatives for details on their respective proposals. This information was taken into consideration for a decision to be made in the near future.

10. Central Park Rename – Burns announced the Doss Family’s decision to rename Central Park to “North Bank Park” as opposed to the previous decision of “Kay Doss North Bank Park”.

Council agreed with this decision and placed it on the consent agenda.

11. GHACF Funds Request – Burns discussed the intent to seek $45,000 in additional Art in the Park funds from Grand Haven Area Community Foundation and the installation of two sculptures.

Council agreed to place this on the consent agenda.

12. You Make the Difference Awards – Burns discussed the awards being given to Michelle and Gary Hanks as well as an additional award to be given posthumously to Chip Bohnhoff of the Planning Commission.

Council agreed to place this on the consent agenda.

13. Board & Committee Appointment – Burns summarized the current Board vacancies with the Village; it was recommended to appoint Luke DeSmet to the Parks and Recreation Board and Amanda Pauli to the DDA.

Council agreed to add the appointments to the consent agenda.

14. Redevelopment Ready Community Presentation - Burns announced that after 5 years, Pablo Majano (MEDC) would be presenting the Redevelopment Ready Certificate to Council at the next Meeting.

15. Waste Hauler Discussion – Burns discussed the exclusivity contract between the Township and Republic Waste and whether a similar contract would be beneficial to the Village.

After consideration, Council agreed to include issuing RFPs to local waste hauling businesses to the consent agenda.

16. Barber School Refresh – Burns discussed general improvements that were identified by a group of committee appointees and their priority in being addressed.

Council agreed to pass the findings on to the Historic Conservation Committee and add it to the consent agenda.

17. Samaritas Final PUD – Burns discussed the Planning Commission’s conditional approval of the project and remind Council of the upcoming public hearing during the next meeting.

18. Policy on Broadcasting Meetings – Burns consulted Bob Sullivan on the new broadcasting policy and present it to the Council.

Council discussed the policy and agreed to add it to the consent agenda with minimal modification.

19. Council Comments - Burns and Council discussed the developers’ proposals for 106 S. Buchanan and who would be the best fit for the project.

Powers discussed possible alterations for the 2023/2024 budget and how changes could benefit the Village. Council accessed the possibility of reallocating resources before tabling the matter for future discussion.

20. Communications

• Cease & Desist - Williams
21. Minutes – The minutes for August 8, 2022, Work Session and August 15, 2022, regular meeting were attached for review.

22. Public Comment – Schuitema stated that there were 4 waste disposal companies working in the Village and expressed satisfaction over having a choice on which company he utilized.

   Gallagher thanked the Village Council for their service.

   Burns thanked Van Leeuwen-Vega for her continued and varied contributions to the Village and the Boards she serves.

23. Adjournment- There being no further business, Village Council adjourned the meeting at 8:52 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:** Abbott, Duer, Miller, Petrus, Powers, TePastte  
   **Absent:** Van Strate  
   Motion by TePastte, second from Duer to excuse Van Strate.  
   Yes: 6  No: 0

4. **Approval of the Agenda**  
   Motion by TePastte, second from Duer, to approve the agenda.  
   Yes: 6  No: 0

5. **Consent Agenda**  
   A. Consideration of a motion approving the payment of the bills (checks numbered 62447 to 62503 and electronic payments 303 to 306) in the amount of $213,982.87.  
   B. Consideration of a motion to approve the minutes for the August 8, 2022, work session and the August 15, 2022, regular Council meeting.  
   C. Consideration of a motion to deny a request to treat invasive species on parcels 70-03-22-131-007 and 70-03-22-131-009, with staff developing an invasive species policy for Council consideration at a later date.  
   D. Consideration of a motion to discontinue a brush storage agreement with Spring Lake Country Club, effective immediately.  
   E. Consideration of a motion to approve the purchase of an auger from McCann Industries Inc. for an amount not to exceed $7,045.00.  
   F. Consideration of a motion to approve standardized crosswalk markings as follows:  
      - **Local streets = two lines with a stop bar**  
      - **Major streets = continental (ladder) type markings**  
      - **Safe routes = utilize “crosswalk ahead” signage in conjunction with striping**
G. Consideration of a motion to approve an agreement with Progressive AE for a traffic study for S. Lake/Grandview/Leonard for an amount not to exceed $5,200.

H. Consideration of a motion to deny a request for a bike lane on S. Lake Street.

I. Consideration of a motion to approve the renaming of Central Park to North Bank Park as part of a naming rights agreement.

J. Consideration of a motion to approve the request of funding from the Grand Haven Area Community Foundation for $45,000 from the Art in the Park fund.

K. Consideration of a motion to approve the following Board & Committee Appointments:
   - Amanda Pauli, DDA, term expiring 11/25

L. Consideration of a motion to issue an RFP for an exclusive waste hauler.

M. Consideration of a motion to send the Barber School Refresh findings to the Historic Conservation Committee, with expected action by Council on October 17, 2022.

N. Consideration of a motion to approve a policy on livestreaming Village meetings.

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

Yes: 6  No: 0

6. General Business

A. Presentation – Pablo Majano (MEDC) Redevelopment Ready Community Essentials - Pablo Majano congratulate the Village on receiving Essentials Designation Level and explained the significance of the Achievement. Powers accept the award on behalf of the Village.

B. You Make the Difference Awards – Powers present the award posthumously to Chip Bohnhoff’s sister in recognition of his services to the Village. Michelle and Gary Hanks were not available to receive their awards; these will be mailed to them at a future time.

C. Proposal – 106 S. Buchanan – Burns notified the Council that the development teams who submit proposals 2 and 3 spoke to the developers of proposal 1, Windsor Place, and agreed to partner on the Windsor Place project. Additionally, Ryan Webber and Garrett Seybert were in attendance if Council had any questions regarding the proposal.

Motion by TePastte, second from Duer to accept the single proposal submission for 106 S. Buchanan from P.S. Equities and instruct staff to work with legal counsel regarding on the development agreement.

Yes: 6  No: 0

D. Public Hearing to Consider a Multi-Family Apartment Planned Unit Development

Subject: 732 & 736 E. Savidge (Samaritas Affordable Living)

President Powers opened the public hearing at 7:17 P.M.
Darcy Dye, 114 N Fruitport Rd, was impressed with the Samaritas group’s ability to work with the Planning Commission to refine their project plans and their efforts to communicate and reassure property owner neighboring the project sight.

Jeff Brinks, Venture Engineering, notified the assembled public that he was the civil engineer working on the project and was available to answer questions.

Motion by TePastte, second from Duer to close the public hearing at 7:22 P.M.

Yes: 6  No: 0

Council had no further discussion regarding 732 & 736 E. Savidge (Samaritas Affordable Living).

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

i. 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 to occupancy.

1. Replacement trees shall be planted in alignment with the requirements in section 390-92. J.

ii. Shall provide a revised landscape plan, which shall be reviewed by staff administratively.

iii. Shall obtain all necessary Federal, State, and County permits prior to a building permit being issued, which shall be reviewed by staff administratively.

Yes: 6  No: 0

7. Department Reports

A. Village Manager- Burns informed Council that a letter containing the last and final notice to the non-compliant short-term rental at 117 S. Lake was mailed.

B. Assistant to the Manager

C. Clerk/Treasurer

D. Communications

E. DDA

F. DPW

G. Facilities Report

H. Fire/911

I. OCSO

J. Water/Sewer

K. Zoning

L. Minutes from Various Board & Committees

1. DDA (08/11/22 & 08/25/22)

2. Parks & Recreation (08/01/22)
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
   
   Lee Schuitema, 408 W Exchange, expressed concerns with the Village pursuing an exclusive waste-hauler contract. He is bothered by how early some of the vendors tend to arrive to remove trash and that infringement on established zoning ordinances. He is looking forward to the Samaritas project.

   Roger Bergman, 214 Washington, Grand Haven, wanted to acknowledge the Samaritas Project is, in his belief, a step in the right direction for the community. He addressed the ARPA funding that was utilized in the project and expressed interest in using it to pursue similar projects in the future.

   Tom Craig, 319 Mark St, requested information regarding the revenue generated by Tanglefoot Park; and clarification on the status of 106 S. Buchanan.

12. Adjournment

   Motion by Miller, second from TePastte, Village Council adjourned the meeting at 7:32 p.m.

   Yes: 6  No: 0

Mark Powers, President  Christine Burns, Village Manager