<table>
<thead>
<tr>
<th>Time</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 p.m.</td>
<td><strong>2018 Heritage Festival Presentation (Steve VanBlarcum)</strong></td>
</tr>
<tr>
<td></td>
<td>This is the annual presentation and request to use Village property to hold various Heritage Festival events.</td>
</tr>
<tr>
<td>7:10 p.m.</td>
<td><strong>Summer Concert Series Endowment Fund</strong></td>
</tr>
<tr>
<td></td>
<td>The Spring Lake Heritage Festival has assumed responsibility for organizing “Thursdays at the Point” each summer. In order for the GHACF to release funds to the SLHF, they need Council’s permission to do so (see attached). The amount available for distribution in 2018 is $161.</td>
</tr>
<tr>
<td>7:12 p.m.</td>
<td><strong>Fire Insurance Program (Marv Hinga)</strong></td>
</tr>
<tr>
<td></td>
<td>The State of Michigan operates a Fire Insurance Withholding Program which allows municipalities to collect escrows (Current limited to $12,508) from insurance companies when a structure is damaged by fire. The escrow is used to demolish a structure if the owner fails to do so. The Village does not currently participate in the program. To participate in the program (Collect the escrow), a municipality must pass a resolution declaring its intent to participate and fill out an on-line application. The application deadline to join the program is the end of May. There is no cost to the Village to participate in the program. Resolution 2018 – 04 is attached for Council review.</td>
</tr>
<tr>
<td>7:17 p.m.</td>
<td><strong>Sewer Ordinance Amendment (Marv Hinga)</strong></td>
</tr>
<tr>
<td></td>
<td>The Village calculates residential summer sewer volume charges based on the metered water usage for the period from October to March. This practice results in non-year around residents underpaying for sewer volume during the Spring and Summer. A minimum volume charge for Summer sewer usage would result in the part-time resident paying more on their July and October bills.</td>
</tr>
<tr>
<td>Time</td>
<td>Item Description</td>
</tr>
<tr>
<td>-------</td>
<td>------------------</td>
</tr>
<tr>
<td>7:27 p.m.</td>
<td><strong>Budget Adjustments (Marv Hinga)</strong></td>
</tr>
</tbody>
</table>
| 7:30 p.m. | **Sewer Authority Resolution**  
Typically, Council does not act on items during their work sessions. However, this is a very time-sensitive issue. The Sewer Authority cannot proceed with bonding until all communities have approved the resolution. As it turns out, Spring Lake will be the last approval needed to move ahead.  
Motion to approve Resolution 2018 - 05, a Resolution relative to the acquisition, construction and financing of improvements to the wastewater treatment and collection system of the Grand Haven-Spring Lake Sewer Authority. |
| 7:35 p.m. | **Pathway Lighting Proposal**  
Kevin Kieft from Prein and Newhof has submitted a proposal (attached) to write the RFP for the pathway lighting project. Staff’s attempt at writing the RFP fell short and it was necessary to enlist the assistance of a professional. |
| 7:40 p.m. | **Traffic Study**  
At their December 18, 2017 meeting, Council approved hiring Progressive AE to perform a traffic study on Exchange Street (at Jackson & at Prospect). The findings of that study are attached for Council review. If Council wishes to have a pedestrian count performed (page 6, paragraph 2) the cost would be approximately $700. At this time, it is recommended that staff work with MDOT to adjust the timing of the stop light at Jackson & Savidge to see if that relieves congestion at the corner of Jackson & Exchange. |
| 7:50 p.m. | **Mill Point Park Reservations**  
The Village has received a request (attached) from Little Lakers to utilize Mill Point Park on May 7, 2018 from 5-7 p.m.  
The Village has also received a request from the organizers of the Wooden Boat Show to utilize Mill Point Park on June 2, 2018. |
<p>| 7:51 p.m. | <strong>Communications</strong> |</p>
<table>
<thead>
<tr>
<th>11</th>
<th>7:52 p.m. - SAW Grant Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Roger Belknap was originally set up as the Authorized Representative. This representative needs to sign each disbursement request. With John Stuparits pending retirement, it is recommended that Marv Hinga be designated as the Authorized Representative. Resolution 2018 – 06 is attached for Council review.</td>
</tr>
<tr>
<td>12</td>
<td>7:53 p.m. - Minutes</td>
</tr>
<tr>
<td></td>
<td>Minutes of the February 12, 2018 Work Session and February 19, 2018 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Bums or Maryann Fonkert prior to March 16, 2018.</td>
</tr>
<tr>
<td>13</td>
<td>7:54 p.m. - Public Comment</td>
</tr>
<tr>
<td></td>
<td>Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes.</td>
</tr>
<tr>
<td>14</td>
<td>8:00 p.m. - Adjourn</td>
</tr>
</tbody>
</table>
February 26, 2018

Ms. Christine Burns  
Village of Spring Lake  
102 West Savidge Street  
Spring Lake, MI 49456

Dear Friends,

We are pleased to inform you of the amount that is available for you to request from the Summer Concert Series Endowment Fund held here at the Community Foundation. Following the Foundation’s spending policy, (4% of a three-year rolling average of the three most recent December 31 fund balances) the amount available for distribution from your fund(s) in 2018 is:

SUMMER :  $161

You may submit a written request for this distribution at any time during the 2018 calendar year and I have enclosed a grant recommendation form that you may use. Thank you for following this procedure to ensure that we are honoring your organization’s intent for use of these funds. If you are unclear as to the charitable intent of this fund, please call me for clarification.

In the event that the distribution is not taken by December 31, 2018, these funds will simply roll back into the principal portion of your fund and continue to grow the fund balance.

We are happy to partner with you to help build your fund and to support your valuable work in the community. We are always here to help you with ideas to raise awareness and dollars for your fund – just give us a call.

Sincerely,

Holly Cole  
Director of Grants & Program

Enclosure

One South Harbor • Grand Haven, MI 49417 • 616.842.6378 • fax 616.842.9518 • www.ghacf.org

For good. For ever.
RECOMMENDATION FOR GRANT DISTRIBUTION FROM ORGANIZATION FUNDS

Date: _______

Holly Cole, Director of Grants & Program
Grand Haven Area Community Foundation
One South Harbor Drive
Grand Haven, MI 49417

Dear Holly:

Please let this letter serve as our recommendation for a grant in the amount of ________ from the ____ Fund.

The grant will be used to support __________. This project is in accordance with our Fund Agreement with the Grand Haven Area Community Foundation. Attached is a copy of the Minutes approving this action from the meeting of the Board of Directors held on __________.

Funds for this grant should be taken from ____________________________.

FASB account: ______________.
Non-FASB account: ______________.

Sincerely,

_____________________________  ______________________________
Executive Director                Board Chair

_____________________________
Treasurer

One South Harbor Drive • Grand Haven, MI 49417 • 616-842-6378 • fax 616-842-9518 • www.ghacf.org
VILLAGE OF SPRING LAKE
OTTAWA COUNTY, MICHIGAN

COUNCIL MEMBER __________, SUPPORTED BY COUNCIL MEMBER __________, MOVED THE
ADOPTION OF THE FOLLOWING RESOLUTION:

RESOLUTION NUMBER 2018-04

A RESOLUTION TO ENROLL THE VILLAGE OF SPRING LAKE IN THE FIRE
INSURANCE WITHHOLDING PROGRAM UNDER SECTION 2845 OF THE
MICHIGAN INSURANCE CODE

WHEREAS, Section 2845 of the Michigan Insurance Code, Act 218 of the Public Acts of
Michigan of 1956, as amended, being MCL 500.2845, provides that a portion of
certain casualty losses from fire or explosion otherwise payable by insurers may
be withheld in escrow by participating municipalities in order to secure repair,
replacement, or removal of damaged structures that violate the Village’s health or
safety standards (the “Insurance Withholding Program”); and

WHEREAS, the Village Council has determined participation in the Insurance
Withholding Program would protect and promote the public health, safety, and
welfare and the Village Council desires the Village be included in the list of
participating municipalities published by the Commissioner of the Department of
Insurance and Financial Services; and

WHEREAS, the Village desires to implement all procedures necessary to administer the
Insurance Withholding Program by designating the Village official responsible for
administration of such program and by establishing an escrow account for such
purpose.

NOW THEREFORE BE IT RESOLVED:

1. The Village Council determines the Village shall be a participant in the Insurance
Withholding Program and authorizes and directs the Village Clerk/Treasurer to
sign and submit all necessary paperwork on behalf of the Village.

2. The Village Council declares its intention to uniformly apply the provisions of the
Insurance Withholding Program to all property within the Village.

3. The Village Clerk/Treasurer, or his/her designees, are designated as the
official(s) responsible for the administration of the Insurance Withholding
Program.

4. The Village Clerk/Treasurer shall establish an escrow account with Chase Bank
for the purpose of receiving and holding deposits of money received from
insurers pursuant to Section 2845. Such account shall be separately maintained
from all other accounts and may be an interest-bearing account.
YES:

NO:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

The undersigned Clerk of the Village of Spring Lake hereby certifies that this Resolution was duly adopted by the Village of Spring Lake Council at a meeting held on the 19th day of March 2018 pursuant to proper notice and compliance with Act No. 267 of the Public Acts of 1976.

_____________________________________
Marvin Hinga
Village Clerk, Village of Spring Lake
February 26, 2018

Ms. Chris Burns  
Village of Spring Lake  
102 W. Savidge Street  
Spring Lake, Michigan 49456

Re: Sewer Ordinance Amendment

Dear Ms. Burns:

Enclosed you will find a proposed amendment to the Sewer Ordinance which we prepared pursuant to your request. Please review the enclosed amendment and advise as to any questions or comments you may have. If acceptable, it may be submitted to Council for their consideration.

Your anticipated attention is appreciated.

Very truly yours

SCHOLTEN FANT

RES/kat
Enclosure

Robert E. Sullivan
ORNIDANCE NO. _____

VILLAGE OF SPRING LAKE SEWER ORDINANCE AMENDMENT

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES ADOPTED BY THE VILLAGE OF SPRING LAKE, OTTAWA COUNTY, STATE OF MICHIGAN, AMENDING CERTAIN PROVISIONS OF CHAPTER 78 CONCERNING SEWER RATES, AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Amend Article III, Division 3 of Chapter 78. Chapter 78, Article III, Division 3 of the Code of Ordinances adopted by the Village of Spring Lake, Ottawa County, State of Michigan, is hereby amended to restate Subsection 78-173(2) as follows:

Sec. 78-173. Connection Charges and Fees and Use Rates.

(2) Sewer Use Rates. Rates for sewer service for each premises connected to the system shall be established and adjusted by village council resolution. No free service shall be furnished by the system to the village or to any person. The village shall pay for sewer service supplied to it or any of its departments or agencies at the rates established pursuant to this section. The sewer usage volume charged for single family and duplex residential structures for utility bills dated June 1 through September 30 will be based on the average monthly water use billed for the five month period from the November water meter readings through the April water meter readings with a minimum volume charge of 1000 gallons per month. If a month’s metered water use is less than the above-referenced sewer usage volume calculation, that month’s sewer usage volume charge will be based on the metered water use. For new connections with no history of usage, the minimum billing will apply. This sewer usage volume calculation shall only apply to single family and duplex residential structures and shall not apply to any other structure including commercial structures.

Section 2. Administrative Liability. No officer, agent, or employee of the Village shall be personally liable for any damages the Village may accrue to any person as a result of any act required or permitted in the discharge of duties under and in the enforcement of this Ordinance.

Section 3. Severability and Captions. This Ordinance and its various sections, subsections, sentences, phrases, and clauses are declared to be severable. If any section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected. Pronouns shall be read
as masculine, feminine, or neuter as may be appropriate. Captions appearing at the beginning of any section shall not be deemed as part of this Ordinance and shall have no independent significance.

Section 4. **Repeal.** All ordinances or parts of ordinances which are in conflict in whole or in part with any of the provisions of this Ordinance as of its effective date are repealed to the extent of such conflict.

Section 5. **Effective Date.** This Ordinance shall take effect upon publication.

VILLAGE OF SPRING LAKE

Dated: _________________, 2013

By: ______________________
Mark Powers
Its: President

By: ______________________
Marvin Hinga
Its: Clerk
CERTIFICATE

I, Marvin Hinga, the Clerk/Treasurer for the Village of Spring Lake, Ottawa County, Michigan, certify that the foregoing Spring Lake Village Sewer Ordinance Amendment was adopted at a regular meeting of the Village Council held on ________________, 2018. The following members of the Village Council were present at that meeting: _________________________________. The following members of the Village Council were absent: _________________________________. The Ordinance was adopted by the Village Council with members of the Council ________________________________ voting in favor, and members of the Council ________________________________ voting in opposition. Notice of Adoption of the Ordinance was published in The Grand Haven Tribune on _________________, 2018.

______________________________
Marvin Hinga, Clerk/Treasurer
Village of Spring Lake
### March 2018 Budget Adjustments

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>202-000.000-676.204</td>
<td>Major Streets</td>
<td>Revenue</td>
<td>15,000</td>
<td>10,000</td>
<td>(5,000)</td>
</tr>
<tr>
<td>202-451.000-820.000</td>
<td>Major Streets</td>
<td>Construction Engineering</td>
<td>56,361</td>
<td>51,361</td>
<td>(5,000)</td>
</tr>
<tr>
<td>203-000.000-676.204</td>
<td>Local Streets</td>
<td>Revenue</td>
<td>31,000</td>
<td>36,000</td>
<td>5,000</td>
</tr>
<tr>
<td>203-000.000-695.000</td>
<td>Local Streets</td>
<td>Revenue</td>
<td>2,953</td>
<td>2,513</td>
<td>(440)</td>
</tr>
<tr>
<td>203-451.000-978.000</td>
<td>Local Streets</td>
<td>Construction</td>
<td>-</td>
<td>4,560</td>
<td>4,560</td>
</tr>
<tr>
<td>204-965.000-999.202</td>
<td>Street Fund</td>
<td>Transfers</td>
<td>15,000</td>
<td>10,000</td>
<td>(5,000)</td>
</tr>
<tr>
<td>204-965.000-999.203</td>
<td>Street Fund</td>
<td>Transfers</td>
<td>31,000</td>
<td>36,000</td>
<td>5,000</td>
</tr>
</tbody>
</table>

Adjust Street Fund Budgets for Buchanan Street Project work done in current year.  

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>236-000.000-740.000</td>
<td>DDA Fund</td>
<td>DDA Operating Supplies</td>
<td>3,500</td>
<td>5,500</td>
<td>2,000</td>
</tr>
<tr>
<td>236-000.000-801.443</td>
<td>DDA Fund</td>
<td>DDA Storm Water Professional Svcs.</td>
<td>3,000</td>
<td>30,000</td>
<td>27,000</td>
</tr>
<tr>
<td>236-000.000-887.000</td>
<td>DDA Fund</td>
<td>DDA Sidewalk Maintenance</td>
<td>15,000</td>
<td>38,000</td>
<td>23,000</td>
</tr>
<tr>
<td>236-000.000-889.000</td>
<td>DDA Fund</td>
<td>DDA Promotions</td>
<td>2,000</td>
<td>2,500</td>
<td>500</td>
</tr>
<tr>
<td>236-000.000-975.000</td>
<td>DDA Fund</td>
<td>Appropriation to Fund Balance</td>
<td>75,417</td>
<td>58,189</td>
<td>(17,228)</td>
</tr>
<tr>
<td>236-000.000-978.000</td>
<td>DDA Fund</td>
<td>DDA Paving</td>
<td>135,272</td>
<td>100,000</td>
<td>(35,272)</td>
</tr>
</tbody>
</table>

Adjust current year DDA Budget  

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>202-451.000-978.000</td>
<td>Major Streets</td>
<td>Construction</td>
<td>56,361</td>
<td>49,844</td>
<td>(6,517)</td>
</tr>
<tr>
<td>202-478.000-702.000</td>
<td>Major Streets</td>
<td>Winter Maintenance Full Time wages</td>
<td>6,183</td>
<td>6,500</td>
<td>317</td>
</tr>
<tr>
<td>202-478.000-702.001</td>
<td>Major Streets</td>
<td>Winter Maintenance Overtime Wages</td>
<td>2,000</td>
<td>4,000</td>
<td>2,000</td>
</tr>
<tr>
<td>202-478.000-704.000</td>
<td>Major Streets</td>
<td>Winter Maintenance Social Security</td>
<td>700</td>
<td>900</td>
<td>200</td>
</tr>
<tr>
<td>202-478.000-940.000</td>
<td>Major Streets</td>
<td>Winter Maintenance Equipment Usage</td>
<td>12,000</td>
<td>16,000</td>
<td>4,000</td>
</tr>
</tbody>
</table>

Adjust Major Street Fund budget for higher than budgeted snow removal costs.  

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>203-478.000-702.000</td>
<td>Local Streets</td>
<td>Winter Maintenance Full Time wages</td>
<td>7,000</td>
<td>5,500</td>
<td>(1,500)</td>
</tr>
<tr>
<td>203-478.000-702.001</td>
<td>Local Streets</td>
<td>Winter Maintenance Overtime Wages</td>
<td>1,250</td>
<td>2,750</td>
<td>1,500</td>
</tr>
<tr>
<td>203-478.000-740.000</td>
<td>Local Streets</td>
<td>Winter Maintenance Operating Supplies</td>
<td>5,000</td>
<td>2,500</td>
<td>(2,500)</td>
</tr>
<tr>
<td>203-478.000-940.000</td>
<td>Local Streets</td>
<td>Winter Maintenance Equipment Usage</td>
<td>10,000</td>
<td>12,500</td>
<td>2,500</td>
</tr>
</tbody>
</table>

Adjust Local Street Fund budget for snow removal costs.  

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>208-000.000-676.296</td>
<td>Public Improvement</td>
<td>Revenue Transfer from TIF Fund</td>
<td>-</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>208-000.000-978.825</td>
<td>Public Improvement</td>
<td>Public Improvement Grand River Greenway</td>
<td>-</td>
<td>20,000</td>
<td>20,000</td>
</tr>
</tbody>
</table>

Adjust Public Improvement Fund budget for cost related to Grand River Greenway Wetlands Mitigation.  

Net Change 0
The Clerk presented to the Village Council a form of contract dated as of March 1, 2018, among the County of Ottawa, acting through its Board of County Road Commissioners, as County Agency (hereinafter referred to as the “County”), and the City of Grand Haven, the Charter Township of Grand Haven, the Township of Spring Lake, the City of Ferrysburg and the Village of Spring Lake (collectively, the “Municipalities”) relative to the acquisition, construction and financing of improvements to the wastewater treatment and collection system of the Grand Haven-Spring Lake Sewer Authority, including, without limitation, improvements to the wastewater treatment plant, local lift stations and collection system (the “Project”) and a form of notice.

BE IT RESOLVED:

1. The Village Council hereby approves the Grand Haven-Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements Contract to be dated as of March 1, 2018 (the “Contract”), among the County and the City of Grand Haven, the Charter Township of Grand Haven, the Township of Spring Lake, the City of Ferrysburg and the Village of Spring Lake, in respect to the acquisition, construction and financing of the Project, which contract provides, among other things, that the County of Ottawa will issue its bonds in one or more series (the “County Bonds”) to defray part of the cost of the Project in anticipation of payments to be made by the Municipalities which payments will be sufficient to pay the principal of and interest on the County Bonds, and further provides that for the making of such payments
thereunder each Municipality will pledge its full faith and credit. Taxes levied by the Municipalities will be subject to applicable charter, statutory and constitutional tax limitations.

2. The President and the Clerk are authorized and directed to execute and deliver the Contract for and on behalf of the Village (in such number of counterparts as may be desirable); PROVIDED, however, that the Contract shall not become effective until the expiration of 45 days after publication of the notice presented to this Council at this meeting. If within such 45-day period a petition requesting a referendum upon the Contract, signed by at least 10% or 15,000, whichever is the lesser, of the registered electors residing in the Village, shall have been filed with the Clerk, then the Contract shall not become effective until approved by a majority vote of the qualified electors of the Village voting thereon at a general or special election.

3. The Clerk is authorized and directed to publish the notice presented on this date in the Grand Haven Tribune so as to be prominently displayed therein. This Council finds and declares that such newspaper is a qualified newspaper of general circulation in the Village and that the notice contains information which is sufficient to inform adequately all interested persons as to the nature and extent of the obligations of the Village under the Contract and as to the right to petition for a referendum thereon and the consequences of failure to exercise such right. A copy of the notice shall be attached to the minutes of this meeting.

4. A copy of the Contract presented on this date and herein approved and authorized to be executed and delivered shall be attached to the minutes of this meeting and made a part thereof and shall be placed on file with the Clerk and made available for examination by any interested person during normal business hours.
5. The Clerk is authorized and directed, if necessary, to file with the Michigan Department of Treasury an application for approval of the County Bonds.

6. The President and the Clerk are each individually authorized, if necessary, to approve the circulation of a preliminary and final official statement for the County Bonds, to cause the preparation of those portions of the preliminary and final official statement that pertain to the Village, and to do all other things necessary for compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the “Rule”). The Clerk is authorized to execute and deliver such certificates and to do all other things that are necessary to effectuate the sale and delivery of the County Bonds.

7. The President and the Clerk are each individually authorized, if necessary, to execute a certificate of the Village, constituting an undertaking to provide ongoing disclosure about the Village for the benefit of the holders of the County Bonds as required under paragraph (b)(5) of the Rule, and amendments to such certificate from time to time in accordance with the terms of the certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The Village covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.
ROLL CALL VOTE:

YES: ______________________________________________________

NO: ______________________________________________________

ABSTAIN: _______________________________________________

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN )
COUNTY OF OTTAWA )

The undersigned Clerk of the Village of Spring Lake hereby certifies that this Resolution was duly adopted by the Village of Spring Lake Council at a meeting held on the 19th day of March 2018 pursuant to proper notice and compliance with Act No. 267 of the Public Acts of 1976.

______________________________
Marvin Hinga
Village Clerk, Village of Spring Lake
COUNTY OF OTTAWA

GRAND HAVEN-SPRING LAKE SEWER AUTHORITY
WASTEWATER TREATMENT AND COLLECTION SYSTEM
2018 IMPROVEMENTS CONTRACT

THIS CONTRACT, made as of March 1, 2018, by and among the COUNTY OF OTTAWA, a Michigan county corporation (hereinafter referred to as the “County”) by and through its Board of County Road Commissioners, whose address is 14110 Lakeshore Drive, P.O. Box 739, Grand Haven, Michigan 49417, and the CITY OF GRAND HAVEN, a Michigan home rule city corporation (“Grand Haven City”), whose address is 519 Washington Avenue, Grand Haven, Michigan 49417, the CHARTER TOWNSHIP OF GRAND HAVEN, a Michigan charter township corporation (“Grand Haven Township”), whose address is 13300 168th Avenue, Grand Haven, Michigan 49417, the TOWNSHIP OF SPRING LAKE (only on behalf of the unincorporated area of the Township), a Michigan general law township (“Spring Lake Township”), whose address is 106 South Buchanan Street, Spring Lake, Michigan 49456, the CITY OF FERRYSBURG, a Michigan home rule city corporation (“Ferrysburg City”), whose address is 17290 Roosevelt Road, Ferrysburg, Michigan 49409, and the VILLAGE OF SPRING LAKE, a Michigan home rule village corporation (“Spring Lake Village”), whose address is 102 West Savidge Street, Spring Lake, Michigan 49456 (Grand Haven City, Grand Haven Township, Spring Lake Township, Ferrysburg City and Spring Lake Village hereinafter each individually referred to as a “Municipality” and collectively as the “Municipalities”);

W I T N E S S E T H:

WHEREAS, the Board of Commissioners of the County heretofore has established the Ottawa County Water Supply and Sewage Disposal System to provide water supply and sewage disposal services to areas in the County pursuant to Act 342, Public Acts of Michigan, 1939, as amended (hereinafter referred to as “Act 342”), all as appears from the resolution adopted by said Board of Commissioners on January 9, 1961; and

WHEREAS, the County’s Board of County Road Commissioners (hereinafter referred to as the “County Agency”) has been designated by the County Board of Commissioners as the agency of the County in connection with the establishment, maintenance and operation of water supply and sewage disposal systems within the County; and

WHEREAS, the Municipalities are the constituent municipalities of the Grand Haven-Spring Lake Sewer Authority (the “Authority”) and have determined that it is necessary for the public health to acquire and construct improvements to the Authority’s existing wastewater treatment and collection system, including, without limitation, improvements to the wastewater treatment plant, local lift stations and collection system; and

WHEREAS, by the terms of Act 342, the County and the Municipalities are authorized to enter into a contract for the acquisition, construction and financing of the aforementioned improvements, for the payment of the cost thereof by the Municipalities, with interest, over a period of not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue its bonds to provide the funds therefor, secured primarily by the full faith and credit contractual obligation of the Municipalities
and, if the bond resolution so provides, secured secondarily by the full faith and credit of the County; and

WHEREAS, the Municipalities and the County have agreed to utilize the provisions of Act 342 to acquire the improvements necessary for the public health and welfare of the residents of the County within the Municipalities; and

WHEREAS, plans and estimates of the cost and the period of usefulness of the improvements to be acquired and constructed have been prepared by Prein & Newhof, the consulting engineers; and

WHEREAS, in order to issue such bonds it is necessary that the County and the Municipalities enter into this contract.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The County and the Municipalities hereby approve and agree to the acquisition, construction and financing of improvements to the Authority’s existing wastewater treatment and collection system to serve the Municipalities under and pursuant to Act 342 and approve the designation of “Grand Haven-Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements” as the name of the improvements. The Grand Haven-Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements are hereinafter referred to as the “Project.” Each Municipality, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Project within its corporate boundaries and to the use by the County of its streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project, and each Municipality further agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be reasonably requested by the County.

2. The Project shall consist of the wastewater treatment and collection system improvements described and specified on Exhibit A, which is hereunto attached and which is made a part hereof, and as will be more particularly set forth in the plans to be prepared by the consulting engineers, which plans will be placed on file with the County Agency. The Project shall be acquired and constructed substantially in accordance with the said plans and in accordance with final plans and specifications to be prepared and submitted by the consulting engineers, but variations therefrom that do not materially change the location, capacity or overall design of the Project and that do not require an increase in the total estimated cost of the Project may be permitted on the authority of the County Agency. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of each Municipality and if provisions required by Section 5 hereof are made for payment or financing of any resulting increase in the total estimated cost. The estimate of cost of the Project and the estimate of period of usefulness thereof as set forth on Exhibit B are approved and adopted.

3. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, to procure the issuance and sale of bonds by the County, in one or more series (the “Bonds”), in whatever principal amount is necessary to finance the cost of the Project, after taking into account the available funds in the amount of $500,000 to be
contributed by the Municipalities to pay part of the cost of the Project. The Bonds shall be issued in anticipation of and be payable from the payments to be made by the Municipalities to the County as provided in this contract, and the Bonds shall be payable in annual maturities the last of which shall be not more than forty years from the date thereof.

4. The County Agency shall proceed to take construction bids for the Project and, subject to the sale and delivery of the Bonds, enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds, cause the Project to be constructed within a reasonable time and do all other things required by this contract and the laws of the State of Michigan. All certificates for required payments to contractors shall be approved by the consulting engineers before presentation to the County Agency and the latter shall be entitled to rely on such approval in making payment. Acquisition of the Project shall be deemed to include reimbursement of the Municipalities for funds which have been expended by the Municipalities in connection with the acquisition and construction of the Project.

5. In the event that it shall become necessary to increase the estimated cost of the Project for any reason, or if the actual cost of the Project shall exceed the estimated cost, whether as the result of variations or changes made in the approved plans or otherwise, then the County Agency shall not be obligated to pay such increased or excess cost unless the governing body of each Municipality shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of increased or additional Bonds in anticipation of increased or additional payments agreed to be made by the Municipalities to the County in the manner hereinafter provided; provided, however, that the adoption of such resolutions by the governing bodies of the Municipalities shall not be required prior to or as a condition precedent to the issuance of additional Bonds by the County if the County has previously issued or contracted to sell Bonds to pay all or part of the cost of the Project and the issuance of the additional Bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to the completion of the Project according to the plans last approved prior to the time when the previous Bonds were issued or contracted to be sold.

6. The Municipalities shall pay to the County the entire cost of the Project. Part of the cost of the Project shall be defrayed by the issuance of the Bonds are provided in Sections 3 and 5 hereof. The Municipalities covenant and agree to pay their respective shares of the principal of and interest on the Bonds as set forth below and all paying agency and transfer fees and other expenses and charges (including the County Agency’s administrative expenses) that are payable on account of the Bonds (such fees, expenses and charges being herein called “bond service charges”). The payments to be made by the Municipalities with respect to the principal of and interest on the Bonds shall be allocated among the Municipalities as follows:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Grand Haven</td>
<td>27.46%</td>
</tr>
<tr>
<td>Village of Spring Lake</td>
<td>9.30%</td>
</tr>
<tr>
<td>Township of Spring Lake</td>
<td>36.08%</td>
</tr>
<tr>
<td>Charter Township of Grand Haven</td>
<td>7.54%</td>
</tr>
<tr>
<td>City of Ferrysburg</td>
<td>19.62%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>
Such payments shall be made to the County in annual installments that shall be due and payable at least thirty days prior to the day of the month specified in the Bonds as the annual principal maturity date thereof. Such annual installments shall be so paid in each year if any principal or noncapitalized interest on the respective series of the Bonds falls due during the twelve-month period beginning on such principal maturity date in said year, and the aggregate amount of the installments so due and payable shall be at least sufficient to pay all principal and interest thus falling due and all bond service charges then due and payable. The County Agency, within thirty days after delivery of the Bonds to the purchaser thereof, shall furnish the treasurer of each Municipality with a schedule of its share of the principal of and interest on the Bonds, and the County Agency also, at least thirty days before each payment is due to be made by such Municipalities, shall advise the treasurer of the amount payable to the County on such date. If a Municipality fails to make any payment to the County when due, the same shall be subject to a penalty of 1% thereof for each month or fraction thereof that such amount remains unpaid after due. Failure of the County Agency to furnish the schedule or give the notice as above required shall not excuse a Municipality from the obligation to make payment when due. Payments shall be made by such Municipalities when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the cost of the Project.

7. If one or more of the Municipalities shall pay its share of the cost of the Project, or any portion thereof, prior to the issuance of the Bonds, the obligations of such Municipality shall be adjusted accordingly so that when applied to the principal, interest and bond service charges, such percentages after taking into consideration such advance payments will result in each Municipality being required to pay its appropriate share of the cost of the Project as set forth in Section 6. Any such Municipality may pay in advance of maturity all or any part of an annual installment due the County on the Bonds by surrendering to the County Bonds issued hereunder of a like principal amount maturing in the same calendar year.

8. The proceeds of sale of the Bonds shall be used solely and only to pay the cost of the Project, and after completion of the Project and payment of all costs in connection therewith, any surplus remaining from the sale of the Bonds shall be (1) used to purchase such Bonds on the open market or (2) retained by the County Agency as a reserve for the payment of the principal and interest maturities of such Bonds next falling due, and in such event the contract obligation of the Municipalities in respect to such Bonds or such maturities shall be reduced by its percentage (as specified in Section 6) of the principal amount of such Bonds so purchased or of said reserve, said reduction, in case of the purchase of such Bonds, to be applied as to year in accordance with the year of the maturity of such Bonds so purchased. Any Bonds so purchased shall be canceled. In the alternative, such surplus may be used, on request of the Municipalities and approval by the County Agency which approval shall not be unreasonably withheld, conditioned or delayed, to extend, enlarge or improve the Authority’s wastewater treatment plant.

9. Each Municipality, pursuant to the authorization of Section 5a of Act 342, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this contract and each year shall levy a tax in an amount that, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year’s tax collections; provided, however, that
the annual tax levy may be reduced by the amount of special assessment installments, principal and interest, if any, and wastewater treatment system revenues reasonably anticipated to be collected and available for the payment of such obligations and by the amount of cash or other funds that the Municipality has on hand (or to its credit in the hands of the County) and available for the payment of such obligations. The governing body of each Municipality each year, at least 90 days prior to the final date provided by law or charter for the making of the annual tax levy, shall submit to the County Agency a written statement setting forth the amount of its obligations to the County that become due and payable under this contract prior to the time of the next following year’s tax collections, the amount of the funds that the Municipality has or will have on hand (or to its credit in the hands of the County) that are or will be available for payment of its obligations to the County and the amount of the taxes next proposed to be levied for the purpose of raising money to meet the obligations. The County Agency shall review such statement promptly and, if it finds that the proposed tax levy is insufficient after taking into account such other available funds, it shall so notify the governing body, and each Municipality covenants and agrees that it will increase its levy to such extent as may be required to make up any deficiency. Taxes levied by each Municipality for the payment of its obligations to the County pursuant to this contract shall be subject to applicable charter, statutory and constitutional tax limitations and, in the case of Spring Lake Township, shall be levied only on property located in the unincorporated area of Spring Lake Township.

10. In the event that a Municipality shall fail for any reason to pay to the County Agency at the times herein specified the amounts herein required to be paid, the state treasurer or other official charged with the disbursement of unrestricted state funds returnable to the defaulting Municipality pursuant to the Michigan constitution hereby is authorized to withhold sufficient funds to make up any default or deficiency in funds. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the defaulting Municipality to make payments in the manner and at the times required by this contract. It is specifically recognized by the Municipalities that the payments required to be made by each of them pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on the Bonds to be issued by the County, and each such Municipality covenants and agrees that it will make its required payments to the County promptly and at the times herein specified, without regard as to whether the Project herein contemplated is actually completed or placed in operation; provided, only that nothing herein contained shall limit the obligation of the County to perform in accordance with the covenants contained herein.

11. No change in the jurisdiction over territory in any Municipality shall in any manner impair the obligations of this contract. In the event all or any part of the territory of a Municipality is incorporated as a new municipality or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and right to capacity in the Project for the territory that is taken, based upon a division determined by the County Agency that shall make such determination after taking into consideration all factors necessary to make the division equitable, and in addition, prior to such determination, shall receive a written recommendation as to proper division from a committee composed of one representative designated by the governing body of the Municipality from which the territory is taken, one designated by the governing body of the new municipality or the municipality annexing such territory, and one independent registered engineer appointed by the County Agency. Each municipality shall appoint its representative within fifteen (15) days after
being notified to do so by the County Agency and within a like time the County Agency shall appoint the engineer third member. If any municipality shall fail to appoint its representative within the time above provided, the County Agency may proceed without the recommendation. If the committee shall not make its recommendation within forty-five (45) days after its appointment or within any extension thereof by the County Agency, the County Agency may proceed without a recommendation of the committee.

12. The County shall not be obligated to acquire or construct any facilities other than those described in Section 2 hereof. The responsibility for providing any additional wastewater treatment and collection system facilities as may be needed shall be that of the Municipalities which shall have the right to cause to be constructed and maintained, either directly or through the County, such necessary additional facilities.

13. After completion, the Project will be operated and maintained by the Authority or individual Municipality as appropriate, and the County Agency shall have no responsibility in connection therewith except to the extent that it may serve as a member of the Authority board. The Municipalities agree that all premises located within the service area of the Project will be served on an equal and ratable basis and that no preference shall be given to one portion of the service area over any other portion of the service area. The parties agree that the Project will be operated in a manner which will assure that the interest on each series of the Bonds will be and will remain excludable from gross income for federal income tax purposes.

14. The County and the Municipalities expressly agree that the County and the County Agency shall not be liable and the Municipalities shall pay, indemnify and save the County and the County Agency harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction and installation of the Project, this contract, or the issuance, sale and delivery by the County of the Bonds. In connection with any proceeding brought about by reason of any such claim or demand, the Municipalities shall also pay, indemnify and save the County and the County Agency harmless from and against all costs, reasonable attorneys’ fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the County or the County Agency. Upon the entry of any final judgment or a final award by an arbitration panel against the County or the County Agency on any claim, action, demand, expense, damage or loss contemplated by this Section 14 and notwithstanding that the County or the County Agency has not paid the same, the Municipalities shall be obligated to pay to the County or the County Agency, as the case may be, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the County or the County Agency by reason of any such claims or demands, whether such claims or demands are groundless or not, the Municipalities shall, upon written notice and demand from the County or the County Agency, resist and defend such action or proceeding on behalf of the County or the County Agency, as the case may be, but will not settle any such action or proceeding without the consent of the County or the County Agency, as the case may be. Notwithstanding the foregoing, nothing contained in
this Section 14 shall be construed to indemnify or release the County or the County Agency against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County’s or the County Agency’s employees, agents or representatives with respect to matters related to the ownership, acquisition or construction of the Project, this contract or the issuance, sale or delivery of the Bonds. The payments required to be made by the Municipalities pursuant to this Section 14 shall be in the same proportion as is required for the payment of the costs of the Project and the principal of and interest on the Bonds in Section 6 hereof. This Section 14 shall not apply to a lawsuit instituted by the Municipalities to enforce its rights under this contract.

15. If Bonds are not sold to finance the acquisition and construction of the Project within three years from the date of this contract through no fault of the County or if the Project is abandoned for any reason, the Municipalities shall pay their respective shares of all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project, and the Municipalities shall be entitled to all plans, specifications and other engineering data and materials. The County shall provide the Municipalities an itemized invoice with such supporting and additional information as any Municipality may reasonably request. Any Municipality shall have the right to audit the County’s records to verify any such invoiced expenses. The provisions of this Section 15 may be waived or extended, either before or after the expiration of the three year period, by resolution of the governing body of each Municipality and the Board of Commissioners of the County.

16. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract. The County Agency, prior to the submission of County financial information to a rating agency, shall consult with the Controller/Administrator and the County Treasurer with respect to the accuracy of such information.

17. In the event that any one or more of the provisions of this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. The County and the Municipalities recognize that the holders from time to time of the Bonds issued by the County under the provisions of Act 342, and secured by the full faith and credit pledge of the Municipalities to the payment of the principal of and interest on the Bonds as set forth in this contract, will have contractual rights in this contract, and it is covenanted and agreed by each of them that so long as any of the Bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision that would affect adversely either the security for the Bonds or the prompt payment of the principal of or interest on the Bonds. The right to make changes in this contract, by amendment, supplemental contract or otherwise, nevertheless is reserved insofar as the same do not have such adverse effect. The Municipalities and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth and will not suffer to be done any act that would in any way impair the Bonds, the security therefor or the prompt payment of the principal thereof and the interest thereon. It is declared that the terms of this contract, insofar as
they pertain to the security of any Bonds, shall be deemed to be for the benefit of the holders of the Bonds.

19. This contract shall become effective after its execution by each party hereto and the expiration of 45 days after the date of publication of the notice required by Section 5b of Act 342; Provided, however, that if, within the 45-day period, a proper petition is filed with the Clerk of any Municipality in accordance with the provisions of Section 5b of Act 342, this contract shall not become effective until approved by the vote of a majority of the electors of the Municipality or Municipalities qualified to vote and voting thereon at a general or special election. This contract shall terminate forty (40) years from its date or on such earlier date when the Municipalities are not in default hereunder and the principal, interest and bond service charges on the Bonds issued as hereinabove described are fully paid and discharged. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein contained, however, shall require the County to finance the Project or any portion thereof if it is unable to sell the Bonds to finance the same. This contract may be executed in any number of counterparts.

[The rest of this page has been intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF OTTAWA
By: Its Board of County Road Commissioners as County Agency

By: ________________________________
    Chairman

And: ________________________________
    Secretary

CITY OF GRAND HAVEN

By: ________________________________
    Mayor

And: ________________________________
    City Clerk
CHARTER TOWNSHIP OF GRAND HAVEN

By: ________________________________

Supervisor

And: ________________________________

Township Clerk

TOWNSHIP OF SPRING LAKE

By: ________________________________

Supervisor

And: ________________________________

Township Clerk

CITY OF FERRYSBURG

By: ________________________________

Mayor

And: ________________________________

City Clerk
VILLAGE OF SPRING LAKE

By: ________________________________

President

And: ________________________________

Village Clerk
Exhibit A-1 Project Map

Board of County Road Commissioners
County of Ottawa

Grand Haven – Spring Lake Sewer Authority
Wastewater Treatment and Collection System 2018 Improvements

Legend
- ▲ Headworks and Local Lift Station
- ● Spring Lake Lift Station
- ➤ Spring Lake Force Main
- 🌟 Grand Haven City Lift Station
- ★ Ferrysburg Lift Stations
Exhibit A-2 Project Description

Board of County Road Commissioners
County of Ottawa

Grand Haven – Spring Lake Sewer Authority
Wastewater Treatment and Collection System 2018 Improvements

The purpose of the proposed project is to construct wastewater collection system and treatment plant improvements that will replace aging infrastructure and improve the overall reliability of the system. The project has 5 phases that are described below.

Phase 1 – Spring Lake / Ferrysburg Lift Station and Force Main Project
- Replace three existing pumps with larger pumps that will provide a firm capacity of 3,400 gallons per minute.
- Replace and upgrade other lift station components, including piping, valves, HVAC, and electrical.
- Construct approximately 6,150 feet of 16” diameter force main from the lift station, then along Division Street, Exchange Street, Cutler Street, under the Grand River, Beechtree Street to the wastewater treatment plant.

Phase 2 – Wastewater Treatment Plant Improvements Project
- Replace headworks building and expand to include a new garage.
- Replace existing screen with 2 new screens, each rated at 5 million gallons per day.
- Construct a washer/compactor for screenings.
- Construct a vortex grit removal system with pump and classifier rated for 10 million gallons per day.
- Replace two primary sludge pumps and four return activated sludge pumps.
- Replace and improve associated electrical equipment.

Phase 3 – Local Lift Station Project
- Replace local lift station building.
- Replace three existing pumps that will provide a firm capacity of 2,400 gallons per minute.

Phase 4 – Ferrysburg Lift Stations Project
- Convert existing lift stations No. 3, No. 5, No. 6 and No. 7 from a can design to a submersible design, including new pumps, valves, piping, electrical and control upgrades.
- Upgrade existing Norfolk Drive Grinder Station with new pumps, valves, piping, electrical and control upgrades.

Phase 5 – Grand Haven Lift Station Project
- Replace existing pumps, valves, piping, electrical and control upgrades.
Exhibit B Project Budget

Board of County Road Commissioners
County of Ottawa

Grand Haven – Spring Lake Sewer Authority
Wastewater Treatment and Collection System 2018 Improvements

Construction
- Spring Lake / Ferrysburg Lift Station and Force Main Project $4,850,000
- Wastewater Treatment Plant Improvements Project $3,409,000
- Local Lift Station Project $782,000
- Ferrysburg Lift Stations Project $1,270,000
- Grand Haven Lift Station Project $1,165,000

Total Construction $11,476,000

Engineering $1,111,900

Contingencies $1,147,600

Finance and Administration $233,783

Total Project Cost $13,969,283

Less: Estimated Construction Fund Interest Earnings $(24,283)

Less: Cash on Hand $(500,000)

Bond Amount Required $13,445,000
NOTICE IS HEREBY GIVEN, that on March 12, 2018, the Village Council of the Village of Spring Lake adopted a resolution approving and authorizing the execution and delivery of a contract among the County of Ottawa and the City of Grand Haven, Charter Township of Grand Haven, Township of Spring Lake, City of Ferrysburg and Village of Spring Lake (collectively, the “Municipalities”) pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended, relative to the acquisition, construction and financing of improvements to the wastewater treatment and collection system of the Grand Haven-Spring Lake Sewer Authority, including, without limitation, improvements to the wastewater treatment plant, local lift stations and collection system serving the Municipalities (collectively, the “Project”).

PURPOSE OF CONTRACT

The contract has for its purpose and provides for the acquisition and construction of the Project at a total estimated cost of $13,969,283, and for the issuance of bonds by the County of Ottawa in the estimated principal amount of $13,445,000 (the “Bonds”) to defray part of the cost of acquiring and constructing the Project. The amount of the Bonds to be issued by the County
of Ottawa may be increased if the cost of the Project exceeds the current estimate. The Bonds to be issued will be secured primarily by the obligation of the Municipalities to pay their respective shares of the principal of and interest on the Bonds when due.

VILLAGE’S CONTRACTUAL OBLIGATION AND SOURCE OF PAYMENT

The Bonds to be issued by the County of Ottawa will bear interest at a rate of not to exceed 8% per annum and will mature over a period not exceeding 40 years. The full faith and credit of the Village of Spring Lake have been pledged in the contract for the making of payments to the County in amounts sufficient to pay 9.30% of the principal amount of the Bonds actually issued and interest thereon as the same shall become due and for the payment of bond service charges incurred by the County. Taxes levied by the Village for the payment of its obligations to the County will be subject to applicable charter, statutory and constitutional tax limitations.

RIGHT TO PETITION FOR REFERENDUM ON CONTRACT

This notice is given by order of the Village Council to and for the benefit of the electors and taxpayers of the Village of Spring Lake and any other interested persons in order to inform them of their right to petition for a referendum upon the contract. The contract will not become effective until the expiration of 45 days after the publication of this notice. If, within said 45-day period, a petition signed by 10% or 15,000, whichever is the lesser, of the registered electors residing within the Village is filed with the Village Clerk requesting a referendum upon the contract, then the contract will not become effective until approved by a majority of the electors of the Village qualified to vote and voting thereon at a general or special election.
FURTHER INFORMATION

Further information relative to the subject matter of the contract and this notice, including the description and location of the Project, may be secured at the office of the Village Clerk where a copy of the contract is available for examination during normal business hours.

This notice is given pursuant to the provisions of Section 5b of Act 342, Public Acts of Michigan, 1939, as amended.

____________________
Marvin Hinga, Village Clerk
Village of Spring Lake
Chris,

Attached is a proposal for assisting with the bidding of the Lakeside Trail pole replacement. I’ve included time and costs for Century A&E to assist with technical specifications to deal with the wiring/conduit/handholes/splicing and general electrical spec to cover that aspect when bidding to make sure all are bidding the same items and understanding (sorry about delay - was waiting on a cost from Century).

Let me know if any questions.

Kevin

Kevin Kieft, P.E.
Prein&Newhof
t. 231-798-0101 x.1204 c. 616-299-3823
f. 231-798-0337
4910 Stariha Drive | Muskegon, MI 49441
Website | Blog | LinkedIn
March 7, 2018
915

Ms. Christine Burns
Village of Spring Lake, Manager
102 West Savidge
Spring Lake, MI 49456

RE: Village of Spring Lake
   Lakeside Trail Lighting Proposal Assistance: Professional Services

Dear Ms. Burns:

Thank you for giving us the opportunity to provide you with an estimate of professional service fees to assist with the bid proposal packet for the Lakeside Trail lighting project.

Design Engineering

At this time, it is our understanding that the above referenced project will be funded with city funds and not any federal or state grants. The scope of the project includes removal and replacement of 55 light poles along the Lakeside Trail in the Village of Spring Lake. We will complete the bid proposal packet using Spring Lake Village provided specifications on the poles, concrete bases, handholes, fixtures, and electrical for reuse of the existing electrical conduit and wiring. Century A&E will assist with technical specifications for the electrical portion to cover areas such as connection to the existing electric service, splicing, wiring and conduit.

We propose to provide engineering services on a time and material basis, with a not to exceed fee cost of $2,350.

Services provided under this agreement will be performed under the provisions of the attached Terms and Conditions.

If you have any questions or comments regarding this project or estimate, please do not hesitate to call us at your convenience.

Sincerely,

Prein&Newhof

Kevin S. Kieft, P.E.                                      Barbara E. Marczak, P.E.

KSK/ksk

4910 Stariha Drive, Muskegon, MI 49441  1.231-798-0101  f. 213-798-0337  www.preinnewhof.com
Professional Services Agreement

This Professional Services Agreement is made this day of 19th Day of March, 2018 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and Village of Spring Lake ("Client"), of 102 West Savidge, Spring Lake, MI 49456

WHEREAS Client intends to:

Complete Pole Removal and Replacement with New Poles and Fixtures on Lakeside Trail

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

Name: Christine Burns
Title: Manager
Phone Number: 616-842-1393
Facsimile Number: 616-847-1393
E-Mail: christine@springlakevillage.org

For P&N

Name: Kevin S. Kieft, P.E.
Title: Project Manager
Phone Number: 231-798-0101
Facsimile Number: 231-798-0337
E-Mail: kkieft@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated March 5, 2018
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated March 5, 2018
Scope of Services defined as follows:

Complete Proposal bidding packet based on Owner supplied equipment per Professional Fee Worksheet Dated March 5, 2018

ARTICLE 4 – COMPENSATION:

☐ Lump Sum for Services Described in Article 3 above - $.
   Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional service are performed.
☐ Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.

☐ Other: Hourly Billing Rates plus expenses per P&N's Standard Rate Schedule in effect on the date services are performed with a cost not to exceed $2,350

ARTICLE 5 – ADDITIONAL TERMS (If any)

NONE

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for: [Client]
By: __________________________
Printed Name: __________________________
Title: __________________________
Date: __________________________

Accepted for: [Prein&Newhof]
By: __________________________
Printed Name: __________________________
Title: __________________________
Date: __________________________
Professional Fees Worksheet: March 5, 2018

Village of Spring Lake: Lakeside Trail Lighting Proposal Assistance

<table>
<thead>
<tr>
<th>Design Engineering</th>
<th>Total Cost</th>
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<td>QA/QC</td>
<td>$147</td>
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<tr>
<td>TOTAL:</td>
<td>$2,350</td>
</tr>
</tbody>
</table>
Standard Terms & Conditions

A. General - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.

2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.

3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.

2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client’s sole risk and full legal responsibility.

M. Differing Site Conditions - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer’s design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions.

N. Terms of Payment - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the Project. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney’s fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

O. Termination - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of termination, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer’s discretion, include expenses incurred for completion of analysis and records necessary to document Engineer’s files and to protect its professional reputation.

P. Severability and Waiver of Provisions - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Q. Dispute Resolution - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.

2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days’ written notice to the other party, either party may pursue any other available remedy.

3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

R. Force Majeure - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer’s reasonable control.

S. Assignment - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

T. Modification - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

U. Survival - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

V. Third-Party Beneficiary - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
March 2, 2018

Christine Burns
Village of Spring Lake
102 W. Savidge
Spring Lake, MI  49456

Re:  Exchange Street Intersection Reviews

Dear Christine:

As requested, Progressive AE has completed the review of the current traffic operations along Exchange Street at the intersections with Jackson Street and Prospect Street. The following sections summarize our findings and recommendations regarding potential measures to address existing concerns.

INTRODUCTION
There have been ongoing concerns regarding the current traffic and/or pedestrian controls at two Exchange Street intersections; at Jackson Street and at Prospect Street. At the Exchange Street/Jackson Street intersection, the primary concerns are twofold; pedestrian crossing safety at the intersection and just to the west, and peak-hour congestion issues related to northbound queues backing up on Jackson Street from M-104 (Savidge Street). At the Exchange Street/Prospect Street intersection it is our understanding that the primary concern is pedestrian crossings of Exchange Street, particularly with school children activity.

To help address those concerns, the village has asked that a review of the existing traffic and pedestrian conditions be completed, and to identify any potential traffic control or other operational or physical improvements that the village should consider for implementation.

EXISTING CONDITIONS
Currently, both the Exchange Street intersections with Prospect Street and Jackson Street are two-way stop controlled with Jackson Street and Prospect Street stopping for Exchange Street traffic. The speed limit on all the streets are 25 miles per hour in this area.

Data Collection
Twelve-hour turning movement counts were collected on Thursday, January 18, 2018, at the intersections. These counts were used in subsequent analyses and are attached to this letter. In addition to vehicular volumes, pedestrian volumes were collected at the two intersections. Figure 1 illustrates the total 12-hour volume of pedestrian crossings at the intersections. Figure 2 shows the a.m. and p.m. peak-hour traffic volumes at the intersections.

Northbound Jackson Street queue from the Savidge Street signal extending onto Exchange Street during the a.m. peak-hour.
**Pedestrian Volumes**

As shown in Figure 1, the existing pedestrian volumes at the intersections are low, although this could be a result of the data collection being performed during the winter time period. It should be noted, 20 of the 26 pedestrians crossing the north leg of the Exchange Street/Prospect Street intersection occurred as a group of school children at the end of the day dismissal. A crossing guard was present as the school kids crossed the roadway.

While data was not collected, little pedestrian activity was observed to the west of the Exchange Street/Jackson Street intersection in the vicinity of the post office.

**Vehicle Volumes and Capacity Calculations**

Intersection "level of service" or capacity calculations were completed to evaluate the current operational efficiency of the Exchange Street intersections with Jackson Street and Prospect Street. These calculations were completed using techniques outlined in the 2010 Highway Capacity Manual by the Transportation Research Board. Synchro® traffic analysis software (version 9), based on the Highway Capacity Manual methodologies, was used in the analysis. Levels of Service (LoS) at signalized and unsignalized intersections relate to the delay, traffic volumes, and intersection geometry. Levels of Service (LoS) are expressed in a range from "A" to "F", with "A" denoting the highest or best operating conditions. Generally, a LoS "D" is considered the minimum acceptable service level for any movement at a signalized or unsignalized intersection in urban areas.

Using the peak-hour count data, the results of the LoS analyses for the constrained movements are shown in Figure 1. The analysis results indicate that all movements at the intersection are operating at acceptable levels of service (LoS "C" or better) during both peak hours.
Crash Data
Historical crash data was obtained and reviewed based upon data provided by a state-wide, web-based source sponsored by the state Office of Highway Safety Planning (OHSP), a statewide repository of UD-10 crash reports and related data. That database indicates that there have been approximately three crashes at the Exchange Street/Jackson Street intersection over a recent 3-year period. Over the same time period, there have been approximately seven crashes at the Exchange Street/Prospect Street intersection. Table 1 summarizes the crashes at the intersection by crash type.

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Crash Type</th>
<th>Angle</th>
<th>Sideswipe</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange St/Jackson St</td>
<td></td>
<td>2</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Exchange St/Prospect St</td>
<td></td>
<td>6</td>
<td>1</td>
<td>7</td>
</tr>
</tbody>
</table>

Source: Michigan Traffic Crash Facts, March 2018

Jackson Street Queuing
A majority of traffic along Exchange Street and on the south side of Savidge Road desires to utilize the traffic signal at Jackson Street to turn left. This is due to the high volume of traffic along Savidge Street and no other traffic signals located within the downtown area. As a result, traffic heading west out of town tends to funnel to Jackson Street.

As mentioned in the introduction, there is significant northbound queuing occurring along Jackson Street at certain times during the day. From a review of the traffic count data and field observations, it appears long queues tend to develop as a result of the peak school traffic coming from the two schools located near the Exchange Street/Prospect Street intersection. At these times, the northbound queue will extend onto Exchange Street, blocking approximately 15–20 eastbound vehicles queued along Exchange Street due to a left-turning vehicle during the afternoon school peak.
westbound traffic. Eastbound vehicles attempting to turn left from Exchange Street to northbound Jackson Street block eastbound traffic as there is only one approach lane. During Progressive AE’s field visit, several eastbound vehicles were witnessed turning northbound into the southbound Jackson Street lane to enter the parking lot on the northwest corner of the intersection. Other vehicles would initially stop to turn left on Jackson Street, eventually proceeding further eastbound as they could not find a gap in the northbound queue, turn around, and join the westbound queue.

During the morning hours, the existing a.m. peak-hour occurs between 7:45–8:45 a.m. The northbound queue was observed to extend to Exchange Street during the end of the a.m. peak-hour, from approximately 8:30–8:45 a.m. During the afternoon hours, the existing p.m. peak-hour occurs between 4:45–5:45 p.m. The northbound queue was observed to extend to Exchange Street prior to the p.m. peak-hour, closer to the school dismissal times, from approximately 3:45–4:00 p.m.

MULTI-WAY STOP WARRANT ANALYSIS
This section outlines the outcome of a streamlined multi-way warrant analysis conducted for both the Exchange Street intersections with Jackson Street and Prospect Street. The multi-way warrant analysis compares existing traffic volumes to defined criteria outlined in the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) to determine if a multi-way stop would be applicable. Crash criteria can also justify the installation of a multi-way stop at an intersection.

**Crash Criteria**
One of the defined criteria outlined in the MMUTCD to identify intersections that could benefit from a multi-way stop requires five crashes within a 12-month period that would be susceptible to correction by a multi-way stop. Left-turn and right-angle crashes would be examples of such crashes.

At the Exchange Street/Prospect Street intersection, there were 6 angle crashes at the intersection during the 3-year analysis period, with no more than 4 crashes in a 12-month period. In the most recent 2-year period (2015 and 2016), there were only 2 angle crashes, or 1 angle crash per year.

At the Exchange Street/Jackson Street intersection, there were two angle crashes at the intersection during the three-year analysis period.

Based on these data, a multi-way stop controlled intersection would not be recommended at either of the intersections.

**Vehicular Volume Criteria**
The primary defined criteria outlined in the MMUTCD to identify intersections that could benefit from a multi-way stop requires minimum vehicular and pedestrian volumes at the intersection. The following minimum vehicle volumes would need to exist for eight hours during a typical day: 300 vehicles per hour (vph) for the major street approaches and 200 vph for the minor street approaches. Table 2 and Table 3 show the hourly volumes at the intersections. As shown, the volumes along Exchange Street meet these criteria for several of the hours, but the volumes along Jackson Street and Prospect Street are well short of the required 200 vehicles per hour. Based on these data, a multi-way stop controlled intersection would not be recommended at either intersection.
Table 2. Exchange Street/Jackson Street Hourly Traffic Volumes

<table>
<thead>
<tr>
<th>Time</th>
<th>Exchange St</th>
<th></th>
<th>Jackson St</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>EB</td>
<td>NB</td>
<td>WB</td>
<td>SB</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>Total</td>
<td>Total</td>
<td>Total</td>
</tr>
<tr>
<td>7:00 a.m.</td>
<td>229</td>
<td>4</td>
<td>270</td>
<td>15</td>
</tr>
<tr>
<td>8:00 a.m.</td>
<td>272</td>
<td>8</td>
<td>251</td>
<td>18</td>
</tr>
<tr>
<td>9:00 a.m.</td>
<td>222</td>
<td>5</td>
<td>126</td>
<td>16</td>
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<tr>
<td>10:00 a.m.</td>
<td>178</td>
<td>6</td>
<td>104</td>
<td>19</td>
</tr>
<tr>
<td>11:00 a.m.</td>
<td>233</td>
<td>5</td>
<td>217</td>
<td>33</td>
</tr>
<tr>
<td>12:00 p.m.</td>
<td>257</td>
<td>3</td>
<td>176</td>
<td>31</td>
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<tr>
<td>1:00 p.m.</td>
<td>219</td>
<td>2</td>
<td>124</td>
<td>15</td>
</tr>
<tr>
<td>2:00 p.m.</td>
<td>270</td>
<td>6</td>
<td>175</td>
<td>28</td>
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<tr>
<td>3:00 p.m.</td>
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<td>237</td>
<td>23</td>
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<td>4:00 p.m.</td>
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<td>127</td>
<td>19</td>
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<td>50</td>
<td>2195</td>
<td>289</td>
</tr>
</tbody>
</table>

*Bold values indicate time periods where minimum values are met
Source: Progressive AE, March 2018

Table 3. Exchange Street/Prospect Street Hourly Traffic Volumes

<table>
<thead>
<tr>
<th>Time</th>
<th>Exchange St</th>
<th></th>
<th>Prospect St</th>
<th></th>
</tr>
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<tbody>
<tr>
<td></td>
<td>EB</td>
<td>NB</td>
<td>WB</td>
<td>SB</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>Total</td>
<td>Total</td>
<td>Total</td>
</tr>
<tr>
<td>7:00 a.m.</td>
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<td>90</td>
<td>122</td>
<td>29</td>
</tr>
<tr>
<td>8:00 a.m.</td>
<td>141</td>
<td>103</td>
<td>108</td>
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<td>9:00 a.m.</td>
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<td>25</td>
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<tr>
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<td>20</td>
<td>73</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL</td>
<td>2339</td>
<td>534</td>
<td>1041</td>
<td>315</td>
</tr>
</tbody>
</table>

*Bold values indicate time periods where minimum values are met
Source: Progressive AE, March 2018

CONCLUSIONS AND RECOMMENDATIONS

Based upon the above analyses, multi-way stop signs at the Exchange Street intersections with Jackson Street and Prospect Street would not be recommended. The primary issue identified in the analysis is related to the northbound queuing on Jackson Street extending to the Exchange Street/Jackson Street intersection. This queue creates delay and safety concerns along Exchange Street. The northbound queuing generally occurs toward the end of the a.m. peak-hour and prior to the p.m. peak-hour of Exchange Street. The queue is likely related to the start and end of the school day for the nearby schools.

As part of the analysis, Progressive AE received the existing signal timings for the M-104 (Savidge Street)/Jackson Street intersection. Based on the existing timing, shifting the time-of-day schedule for the various timing plans that run throughout the day may resolve the northbound queuing along Jackson Street. Table 4 shows the existing timing plan at the intersection. Progressive AE would recommend the village request MDOT to adjust the time-of-day schedule to shorten the a.m. peak-hour timings to run from 6:00 a.m. to 8:30 a.m., allowing eight additional seconds of green time for northbound Jackson Street during the morning school peak. Similarly, the p.m. peak-hour timings should be adjusted to begin at 4:00 p.m., allowing three additional seconds of green time during the afternoon school peak. MDOT...
may require intersection turning-movement counts and an analysis of the intersection prior to making adjustments to the existing signal timings.

### Table 4. Existing M-104 (Savidge Street)/Jackson Street Signal Timings

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Existing Cycle Length</th>
<th>Existing Splits</th>
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</thead>
<tbody>
<tr>
<td>A.M. Peak (6:00 a.m.–10:00 a.m.)</td>
<td>80</td>
<td>58/22 (EB_WB/NB_SB)</td>
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<tr>
<td>Normal</td>
<td>80</td>
<td>50/30 (EB_WB/NB_SB)</td>
</tr>
<tr>
<td>P.M. Peak (2:00 p.m.–7:00 p.m.)</td>
<td>80</td>
<td>53/27 (EB_WB/NB_SB)</td>
</tr>
</tbody>
</table>

Source: MDOT, March 2018

Based on the pedestrian volumes at the intersections, no significant improvements for pedestrians would be recommended. However, the village may want to consider performing traffic counts at the intersection during the summer months to verify the pedestrian volumes at the intersections. One minor improvement that could be implemented throughout the Exchange Street corridor is related to the configuration and placement of the advance pedestrian crossing warning signs. For a 25-mph design speed, these warning signs should be placed approximately 100 feet in advance of the pedestrian crossing. Supplementary plaques should also be considered as shown in Figure 4.

A couple pedestrians were observed crossing Exchange Street west of the Jackson Street intersection near the post office. MDOT has developed specific guidelines related to the installation of mid-block crosswalks on roadways based on nationally recognized standards. In general, there must be approximately 20 pedestrians that cross the roadway within a one-hour time period and the crossing must be at least 300 feet from the nearest existing crossing. Based on the observed pedestrian crossings and the proximity to the crossing available at the Jackson Street intersection, a mid-block crosswalk would not be recommended.

Sincerely,

Nick LaCroix, PE, PTOE
Senior Transportation Engineer

Pete LaMourie, PE, PTOE
Lead Transportation Engineer
Good Morning Mary,

We would like to reserve Millpond Park for our annual Family Picnic like we’ve done in the past. It will be Monday, May 7 from 5-7p.m. We usually have 4 or 5 inflatable events for our families like a bounce house, obstacle course, slide, etc. Time for set-up, picnic & clean-up is usually 3:30-7:30. Can you let us know if May 7 is available and if there is a form you need filled out, could you send one back?

Thanks for getting back to us on this. Let us know if you have any other questions. You can e-mail or call us at 846-4044.

JoLynne Strait
Little Lakers Learning Center
VILLAGE OF SPRING LAKE
102 W. Savidge Street, Spring Lake, MI 49456
(616) 842-1393 – Fax (616) 847-1393

Spring Lake Mill Point Park Band Shell Agreement

Date of Function: May 7, 2018  Time of Function: 4 - 8 pm
Type of Activity: Picnic  # Expected 300
Date of This Request: Feb. 28  Telephone #1616 844-4044  Cell # 1616 443-1980

Individual, entity or organization sponsoring or conducting the event: Little Lakers Learning Center
Address: 711 E. Savidge St.

1. Prospective users may make a request to the Village Council to reserve the Mill Point Park Band Shell for civic, charitable, other non-profit events for no charge or pre-approved commercial events who pay the requisite fee determined from time to time by the Village Council in the Annual Fee List ($25 Village resident and $50 non-resident). Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed only upon approval by the Village Council and completion of this agreement. The Mill Point Park Band Shell may be reserved any day or evening that other activities are not scheduled.

2. The time limit for use is two hours except for those who request the Village Council for up to four hours & for Village sponsored events (Heritage Festival, Thursdays at the Point, etc.).

3. A refundable security deposit of $100 is required for all events. Provide a separate check to the Village of Spring Lake with this agreement. It will be returned after the event if no damage occurs.

4. Please answer the following:

A. Is your planned event a fully non-profit event?  Yes ___  No ___

B. Will anything be sold by anyone at this event?  No ___
   If yes, what is being sold and by whom (name of entity/organization/individual)

C. Is there any type of fee charged to anyone to be present at or to participate in this event?  Yes ___  No ___
   If yes, who is receiving the fee?

D. Is any entity or organization named in B and C above a legally established non-profit organization as defined under the Internal Revenue Code?  Yes ___  No ___

Continued on back
Issuance of a permit to use the Mill Point Band Shell is in part in reliance upon the truth and accuracy of this application/agreement. Any violations of this agreement or any misrepresentations may result in the revocation of the permit and a police order for immediate removal of all persons associated with your event from the Mill Point Band Shell.

5. Decorations must not be taped, nailed, stapled, or glued to the pillars or structure. Because there is an underground sprinkling system, DO NOT PUT STAKES INTO THE GROUND. Any decorations used must be removed.

6. The selling, distribution, or consumption of alcoholic beverages at the Mill Point Band Shell is prohibited, unless approved separately by the Village Council.

7. The behavior of all persons attending any event is the responsibility of the person and/or the sponsoring organization or entity, (hereinafter “responsible parties”) making the reservation. The responsible parties agree to ensure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the responsible person and sponsoring organization/entity reserving the park, assume the responsibility for any damage caused by your acts, the acts of any of your guests or any other third party present at the Mill Point Band Shell during the period of reservation.

8. To the fullest extent permitted by law, the responsible party shall defend, protect, hold harmless, and indemnify the Village of Spring Lake, its officers, directors, council members, managers, employees and agents (hereinafter collectively “Related Parties”) from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Village of Spring Lake or its related parties allegedly or actually arising out of or resulting from any and all used or occupancy of the Village of Spring Lake as described in the User Agreement, including without limitation any breach of contract or negligent act or omission of the related party or of subcontractors or suppliers, or agents, employees or servants of the responsible party. This indemnity provision shall include claims alleging or involving joint or comparative negligence.

9. The undersigned hereby acknowledge and agree that they have read this agreement and will fully comply with the terms hereof. Failure to restore the premises to its prior condition shall result in the liability for any damages or loss.

I have read this agreement and agree to comply with the terms thereof,

Signature(s) of, and on behalf of, responsible parties: __________

Print Name: Nancy Leete

Agreement Approved and Updated:
VILLAGE OF SPRING LAKE
102 W. Savidge Street, Spring Lake, MI 49456
(616) 842-1393 – Fax (616) 847-1393

Spring Lake Mill Point Park Band Shell Agreement

Date of Function: Sat. June 2, 2018 Time of Function: 8am-4pm
(Rain date June 3, 2018)

Type of Activity: Annual Wooden Classic Boatch (Expected 100+)

Date of This Request: ______________ Telephone # ______________
Cell # ______________

Individual, entity or organization sponsoring or conducting the event: Springlake

Historic Conservation Commission/Mare Muller

Address: ________________________________

1. Prospective users may make a request to the Village Council to reserve the Mill Point Park Band Shell for civic, charitable, other non-profit events for no charge or pre-approved commercial events who pay the requisite fee determined from time to time by the Village Council in the Annual Fee List ($25 for Village resident and $50 non-resident). Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed only upon approval by the Village Council and completion of this agreement. The Mill Point Park Band Shell may be reserved any day or evening that other activities are not scheduled.

2. The time limit for use is two hours except for those who request the Village Council for up to four hours & for Village sponsored events (Heritage Festival, Thursdays at the Point, etc.).

3. A refundable security deposit of $100 is required for all events. Provide a separate check to the Village of Spring Lake with this agreement. It will be returned after the event if no damage occurs.

4. Please answer the following:

A. Is your planned event a fully non-profit event? Yes X No

B. Will anything be sold by anyone at this event? Yes
   If yes, what is being sold and by whom (name of entity/organization/individual) T-shirts

C. Is there any type of fee charged to anyone to be present at or to participate in this event? Yes No X
   If yes, who is receiving the fee?

D. Is any entity or organization named in B and C above a legally established non-profit organization as defined under the Internal Revenue Code? Yes X No

Continued on back
Issuance of a permit to use the Mill Point Band Shell is in part in reliance upon the truth and accuracy of this application/agreement. Any violations of this agreement or any misrepresentations may result in the revocation of the permit and a police order for immediate removal of all persons associated with your event from the Mill Point Band Shell.

5. Decorations must not be taped, nailed, stapled, or glued to the pillars or structure. Because there is an underground sprinkling system, DO NOT PUT STAKES INTO THE GROUND. Any decorations used must be removed.

6. The selling, distribution, or consumption of alcoholic beverages at the Mill Point Band Shell is prohibited, unless approved separately by the Village Council.

7. The behavior of all persons attending any event is the responsibility of the person and/or the sponsoring organization or entity, (hereinafter “responsible parties”) making the reservation. The responsible parties agree to ensure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the responsible person and sponsoring organization/entity reserving the park, assume the responsibility for any damage caused by your acts, the acts of any of your guests or any other third party present at the Mill Point Band Shell during the period of reservation.

8. To the fullest extent permitted by law, (responsible party) shall defend, protect, hold harmless, and indemnify the Village of Spring Lake, its officers, directors, council members, managers, members, employees and agents (hereinafter collectively “Related Parties”) from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Village of Spring Lake or its related parties allegedly of actually arising out of or resulting from any and all used or occupancy of the Village of Spring Lake as described in the User Agreement, including without limitation any breach of contract or negligent act or omission of (responsible party) or of (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of (responsible party). This indemnity provision shall include claims alleging or involving joint or comparative negligence.

9. The undersigned hereby acknowledge and agree that they have read this agreement and will fully comply with the terms hereof. Failure to restore the premises to its prior condition shall result in the liability for any damages or loss.

I have read this agreement and agree to comply with the terms thereof,

Signature(s) of, and on behalf of, responsible parties:  

Print Name:  

Agreement Approved and Updated:
February 2018

Dear Friends of West Michigan:

The Coast Guard Festival Committee is well underway with the planning of the 2018 Festival! We are offering our FRIENDS TOGETHER sponsorship once again for only $175. Your business can be a part of the tradition and honor of the 94th Coast Guard Festival. This year, our theme is Hero's and Legend's due to the 75th Anniversary of the sinking of the Escanaba. Although this is a solemn topic, it's important to the city of Grand Haven and to Coast Guard history. We will reflect and honor the brave Coast Guard men and women involved in the tragedy which happened on June 13th, 1943. Last year, we had roughly 125 businesses participate in our “Friends Together” sponsorship and this year will undoubtedly increase. We are offering each local business the same opportunity this year to be part of this collaborative sponsorship. Without the higher dollars of a traditional sponsorship, you are still supporting the Festival and at the same time, receiving some marketing benefits.

Through a “Friends Together” sponsorship of the Grand Haven Coast Guard Festival, you, along with other West Michigan businesses, are together helping to perpetuate the celebration to honor the dedicated men and women of the United States Coast Guard. In addition, your sponsorship can also be a means to achieve greater exposure for your business or organization, and help in reaching targeted marketing goals. The Grand Haven Coast Guard Festival is a 501(c) 3 organization; therefore, your sponsorship is tax deductible.

On the reverse side is more information regarding this sponsorship of the Grand Haven Coast Guard Festival. If you are interested in being part of this sponsorship, please fill out the bottom information sheet and mail to us in the self addressed envelope. Don't forget to email your logo to marketing@coastguardfest.org. The 2018 Grand Haven Coast Guard Festival dates are July 27 through August 5, 2018. If you have questions and/or comments, please feel free contact us at (616) 846-5940 or you can access our website at www.coastguardfest.org.

Semper Paratus (Always Ready),

CDR M.J. Smith, USCG (Retired)  Annie Lengkeek
Executive Director  Director of Marketing & Fund Development

_________________________________________________________________________

COUNT ON US!!! We want to become a 2018 Coast Guard Festival FRIENDS TOGETHER sponsor.

Name of Business: ___________________________ Phone: ___________________________

Address: _____________________________________ Email: ___________________________

"Friends Together" Sponsorship Cost is $175. Deadline is April 16th, 2018
Make checks payable to: Grand Haven Coast Guard Festival, Inc.
113 N. 2nd St. Grand Haven, MI 49417
Please email your company logo to: marketing@coastguardfest.org
The Grand Haven Coast Guard Festival, Inc. is a 501 (c) 3 organization. Tax ID #38-2392448
2018 “FRIENDS TOGETHER” SPONSORSHIP

$175

SUPPORT THE TRADITION
BECOME A FRIEND, TOGETHER

As part of a sponsorship of the 2018 Grand Haven Coast Guard Festival, your business or organization will carry the designation of FRIENDS TOGETHER SPONSOR for the 2018 Coast Guard Festival. During the Festival week, beginning July 27, 2018, and concluding on August 5, 2018, the Festival will make available a wide range of promotional opportunities to the sponsor as detailed below.

FRIENDS TOGETHER sponsors will be entitled to the following amenities:

- Your company name or logo on our website sponsor page, listed under Festival Friends, www.coastguardfest.org.
- Your company name or logo printed in the official 2018 Coast Guard Festival brochure distributed across West Michigan beginning in June until the end of the festival.
- Window cling designating you as a 2018 Grand Haven Coast Guard Festival Sponsor and supporter of the men and women of the United States Coast Guard.

Please contact us at (616) 846-5940 or email at marketing@coastguardfest.org to discuss the FRIENDS TOGETHER sponsorship. Deadline for becoming a Friends Together sponsor is April 16th, 2018.
<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
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<tr>
<td><strong>Questions about library programs or services?</strong></td>
<td><strong>Twitter.com/sldlibrary</strong></td>
<td><strong>March is Reading Month! Book Bingo Challenge for preschool–grade 8</strong></td>
<td><strong>1 10:30 am Preschool Storytime: In Like a Lion</strong>&lt;br&gt;Available 24/7 at slib.org</td>
<td><strong>2 10:30 am Preschool Storytime: In Like a Lion</strong>&lt;br&gt;2 pm Family Movie: Coco PG, 105 minutes</td>
<td><strong>3</strong>&lt;br&gt;Instantly borrow music, movies, comics &amp; more!</td>
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<tr>
<td><strong>4 Sunday hours 2-5 pm</strong>&lt;br&gt;Teen Tech Week Libraries are for Creating</td>
<td><strong>5 10 am SLDL Friends: newcomers welcome</strong>&lt;br&gt;4 pm Teen Sewing; pre-registration required&lt;br&gt;7 pm Suited for Stripes: sports ref Amy Pistone</td>
<td><strong>6 9:45 am Little Movers Storytime</strong>&lt;br&gt;10:45 am Baby Bounce Storytime</td>
<td><strong>7 4-5 pm LEGO Block Party</strong></td>
<td><strong>8 10:30 am Preschool Storytime: Wonderful Weather</strong>&lt;br&gt;4-5 pm Full STEAM Ahead: Marble Run ages 7-12</td>
<td><strong>9 10:30 am Preschool Storytime: Wonderful Weather</strong>&lt;br&gt;<strong>10 Blizzar of Books Reading Club concludes</strong></td>
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<tr>
<td><strong>11 Sunday hours 2-5 pm</strong></td>
<td><strong>12 7 pm True Crime Author Mardi Link: Not All Sugar &amp; Spice: Bad Women of the Mitten</strong></td>
<td><strong>13 9:45 am Little Movers Storytime</strong>&lt;br&gt;10:45 am Baby Bounce Storytime</td>
<td><strong>14 9:30 or 10:45 am OAISD Play ‘n Learn ages 0-5</strong>&lt;br&gt;6 pm Draw like Dr. Seuss with artist Corinne Roberts; for ages 4 &amp; up</td>
<td><strong>15 10:30 am Preschool Storytime: Green All Over</strong>&lt;br&gt;4 pm SLDL Friends Book Club</td>
<td><strong>16 10:30 am Preschool Storytime: Green All Over</strong>&lt;br&gt;<strong>17 Easy &amp; Convenient!</strong>&lt;br&gt;Sign up for library text alerts @ slib.org</td>
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<td><strong>18 Sunday hours 2-5 pm</strong>&lt;br&gt;3-4 pm Music by the Fireplace: The B-Side Growlers</td>
<td><strong>19 10:30-11:30 am Baby Sign Class; pre-registration required</strong></td>
<td><strong>20 9:45 am Little Movers Storytime</strong>&lt;br&gt;10:45 am Baby Bounce Storytime&lt;br&gt;7 pm Sweet &amp; Savory Honey Recipes with Chef Jen; pre-register please</td>
<td><strong>21 9:30 am OAISD Play ‘n Learn ages 0-24 months</strong>&lt;br&gt;7 pm Community Conversations</td>
<td><strong>22 10:30 am Preschool Storytime: Welcome Spring!</strong>&lt;br&gt;<strong>23 10:30 am Preschool Storytime: Welcome Spring!</strong></td>
<td><strong>24 Financial Ratings Series find on slib.org</strong></td>
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<tr>
<td><strong>25 Sunday hours 2-5 pm</strong></td>
<td><strong>26 6:30 pm Cut the Cable TV Cord: Alternatives to Cable</strong></td>
<td><strong>27 9:45 am Little Movers Storytime</strong>&lt;br&gt;10:45 am Baby Bounce Storytime&lt;br&gt;7 pm Prepare Your Landscape for Spring</td>
<td><strong>28 3:30-5 pm Teen ‘Scape ages 10-18</strong></td>
<td><strong>29 10:30 am Preschool Storytime: April Fools!</strong>&lt;br&gt;<strong>30 10:30 am Preschool Storytime: April Fools!</strong></td>
<td><strong>31 1000 BOOKS BEFORE KINDERGARTEN</strong>&lt;br&gt;Sign up at Youth Services</td>
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Library programs and events are photographed or recorded for publicity or promotional purposes of the Library. Persons attending these programs or events consent to the use of their photograph or recording unless they specifically notify Library staff of an objection to such use. No names will be used in conjunction with photographs or recordings without express written consent.
This is the pole he hit. We can work with our electrician to get replaced or if you have someone that you prefer to work with, let us know.

Also, do you have spare poles or can you let me know the make and model of the pole so we can secure a new one?
From: John Stuparits [mailto:JStuparits@springlaketwp.org]
Sent: Monday, February 26, 2018 6:53 AM
To: Derrick Arens <derrickarens@anlaan.com>
Cc: Christine Burns <christine@springlakevillage.org>
Subject: RE: Light Pole Damage

Ryan,
Thanks for the update.
John

From: Derrick Arens [mailto:derrickarens@anlaan.com]
Sent: Monday, February 26, 2018 6:38 AM
To: John Stuparits <JStuparits@springlaketwp.org>
Cc: Christine Burns <christine@springlakevillage.org>
Subject: Light Pole Damage

John
One of our field guys backed into and knocked over a light pole in town this weekend and I would like to see what we need to do to fix it.

He is supposed to be getting me pictures and the location of the pole sometime today. He did file a police report but I cannot get it offline yet this AM.

Please let me know if you have any info on this.

I will be traveling today so it is best to reach me on my cell phone at 616-550-8164.

Thank you,

Derrick Arens
1803080171 - Possible domestic/property damage accident. One of the black light poles directly in front of Shoreline Vision was hit and damaged. I am passing this on to Steinhauer to notify the Village, but wanted you to be aware.

Dep. Andrew Hafler  #1212

Ottawa County Sheriff's Office
12220 Fillmore St.
West Olive, MI 49460
VILLAGE OF SPRING LAKE
OTTAWA COUNTY, MICHIGAN

COUNCIL MEMBER ________, SUPPORTED BY COUNCIL MEMBER ________, MOVED
THE ADOPTION OF THE FOLLOWING RESOLUTION:

RESOLUTION NUMBER 2018-06

Resolution Replacing the Authorized Representative for the SAW Grant Agreement

Whereas, the Municipality passed a resolution authorizing the SAW Grant Agreement on November 21, 2013 (the “Resolution”), in the amount of $1,050,000.

Whereas, the Resolution designated Roger Belknapp, DPW Director as the Authorized Representative for purposes of the SAW Grant Agreement (the “Agreement”).

Whereas, Roger Belknapp is no longer employed by the Municipality and the Municipality desires to designate a new Authorized Representative.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Village Clerk/Treasurer, a position currently held by Marvin Hinga, is designated as the Authorized Representative for purposes of the Agreement.

YES:

NO:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

The undersigned Clerk of the Village of Spring Lake hereby certifies that this Resolution was duly adopted by the Village of Spring Lake Council at a meeting held on the 19th day of March 2018 pursuant to proper notice and compliance with Act No. 267 of the Public Acts of 1976.

_______________________________
Marvin Hinga
Village Clerk, Village of Spring Lake
1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Present: Doss, Duer, Hanks, Miller, Powers, TePastte, Van Strate.

Absent: None

4. Approval of the Agenda

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

Yes: 7 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 59540-59620) in the amount of $201,446.41.

B. Approved the minutes for the January 8, 2018 work session and the January 15, 2018 regular Council meeting.

C. Approved a cross connection proposal from HydroCorp for 3 years for an amount not to exceed $14,256.00.

D. Approved Resolution 2018 – 02, a Resolution approving the collection of 2018 summer taxes by Spring Lake Township.

E. Approved the submission of an application to the State of Michigan for the Community Grant Assistance Program.

F. Approved Ms. Elizabeth Kochmanski to the Historic Conservation Committee for a term ending 11/2018.
G. Approved budget amendments for the 2017/2018 fiscal year.

Motion by **Doss**, second from **Miller**, to approve the Consent Agenda as presented.

Yes: 7  No: 0

6. **General Business**

A. Reimagination Station Presentation (Ms. Kelly Larson)

**Subject:** The City of Grand Haven is reconstructing Imagination Station and is currently seeking financial support for the project.

Kelly Larson gave Council an overview and showed a drawing of the proposed reconstruction of the Imagination Station. Betsy Kipling, a teacher at Jeffers Elementary, and 2 of her students, explained the process they went through to get the proposed design. Mary TenCate, co-chair of the fundraising committee, explained the costs involved and how donations could be made and asked Council for their support. Chris Streng, General Manager for this project, explained that the base would be a pour-and-play material and they had a maintenance plan for its longevity. Mr. Streng said they had a build date of October 8, 2018 and would have just over 1,500 volunteers on the site for the week, and added that this would be a community designed, community funded and community built project.

President **Powers** asked Council, if it was acceptable to them, to have the Finance Committee along with **Hinga**, look over the finances and give a recommendation for a possible donation. Council agreed with this suggestion from President **Powers**.

B. M-231 Resolution of Support

Roger Bergman, Grand Haven Township Commissioner, was present and asked Council for support in the form of a Resolution for the completion of the M-231 By-Pass.

**Doss** was concerned that reducing traffic going through the Village could have an economic impact on the businesses. Bergman said that MDOT has said that traffic through Grand Haven would not decrease and that the traffic that would use M-231 was traffic that was already over that way.

Motion by **Van Strate**, second from **Duer**, to support a Resolution for M-231’s completion.

Yes: 6  No: 0  Abstain: 1

(Powers)
7. **Department Reports**
   A. **Village Manager – Burns** added a reminder that at 8:00 a.m., Saturday morning, Council’s Strategic Planning Session would be held at the new Fire Station.
   B. **Clerk/Treasurer/Finance Director**
   C. **OCSO**
   D. **Fire**
   E. **911**
   F. **DPW**
   G. **Water**
   H. **Sewer**
   I. **Minutes from Various Board & Committees**
      1. **SAW Minutes**
      2. **Historic Conservation Commission**

8. **Old Business and Reports by the Village Council** – There was no Old Business to discuss.

9. **New Business and Reports by Village Council** – There was no New Business to discuss.

10. **Status Report: Village Attorney** – Attorney Sullivan had nothing to add.

11. **Statement of Citizens**

    Tom Craig, 319 Mark Street, was wondering if there was an update on Kim VanKampen’s new development and he was curious about how the infrastructure would be paid for. **Burns** said if he and Mrs. Craig could stay until after the meeting she would share with them the information that she had.

    Lee Schuitema, 408 W Exchange, said he was concerned with spending money on the M-231 by-pass when it would not reduce any truck traffic through the Village.

12. **Adjournment**

    Motion by **Van Strate**, second from **TePastte**, Village Council adjourned the meeting at 7:36 p.m.

    Yes: 7  No: 0

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

1. Cross Connection Contract (John Stuparits)
The Village’s initial contract with HydroCorp was coming to an end. Staff had been extremely pleased with the service that HydroCorp provided and wished to continue the relationship.

Stuparits explained that the Cross-Connection Program was needed to provide safety for the public water supply and it was required by the DEQ. Stuparits also explained how the program worked to protect the water supply. Stuparits shared the proposed new contract from HydroCorp and explained that there would be no price increase and that he was happy with the job they had been doing for the Village and enjoyed working with them. Council agreed that this item could be added to the Consent Agenda.

2. Tax Billing (Marv Hinga)
As part of the ongoing collaborative efforts between Spring Lake Township and the Village, the SLT/SLV Committee recommended a new process to streamline tax billing for Village residents. In order to accomplish this, it was necessary to adopt a resolution approving the changes.

Hinga explained that the SLT/SLV committee had been talking about this for quite some time and finally decided to go ahead and have Village taxes collected on the Township tax bill. Hinga explained that instead of Village taxpayers getting a tax bill from the Village and a tax bill from the Township they would get just one bill from the Township with 2 extra line items, one for the Village Debt Service and one for Village operating millage. Hinga said that the lost revenue, of the 1% Admin fee, would be about $14,000 a year and the reduced hard cost would be about $1,500 in tax statement preparation. Hinga said he could not quantify the staff time that would be saved by the Township collecting tax payments and fielding questions. Burns explained that, if Council approved this, there would be
an educational campaign to inform the residents. Council discussed this item and agreed to add this to the Consent Agenda.

3. Infographic Contract

The Village has had a contractual relationship with Trapani Communications over the past 18 months for various communications related to newsletters and disincorporation. Staff has been pleased with the results produced by Ms. Trapani and her staff and would like to engage her services for a newsletter to be released in June (in conjunction with the budget adoption).

Burns explained that the Village needed to do a good job of communicating changes to the residents, such as water/sewer rate increases, infrastructure improvements and tax payment changes, so she had Ms. Trapani give a cost estimate to create a newsletter. Council discussed this item and agreed that communicating future changes to the residents was very important and a newsletter was one good way to share that information.

4. M-231 Resolution of Support

Vester Davis, Assistant to the Manager in Grand Haven, requested a Resolution of Support to be considered by Council and forwarded to MDOT regarding M-231.

Burns explained that this Resolution was to show support from all the local municipalities in hopes of getting a commitment from MDOT to complete M-231. Council discussed this Resolution and felt they would like a little more information before they could support it. Burns said she would get information for them.

5. CGAP Request

The State of Michigan recently announced another round of CGAP funding available to local municipalities. The SLT/SLV believed there were more opportunities for collaboration and wished to apply for further grant funding.
Burns explained that the SLT/SLV committee was very interested in applying for grant funding to help pay for a new shared leaf vac truck and a pickup truck for the shared DPW Director. Burns also reported that the Village and Township’s collaboration effort would be featured in the MML Review May/June magazine highlighting the benefits of our collaboration and how it worked.

6. Board Appointment

Historic Conservation Committee (Kochmanski) – Council agreed that Ms. Kochmanski’s appointment to the Historic Conservation Committee could be added to the Consent Agenda.

7. Budget Adjustments (Marv Hinga)

Hinga explained the 5 Budget adjustments.

1. To follow up on the $50,000 additional MERS payment.
2. Move money between line items in the Planning and Zoning area because the contract for Lukas Hill’s services came in $1,500 higher than budgeted, however, legal fees were substantially lower than budgeted so it was a wash.
3. Regarding the Cell Tower revenue that was received. $16,000 was paid to the negotiator and $34,000 going to the fund balance
4. Moving money from Operating Supplies into a new line item for Gas and Oil, to better track this expense.
5. Move money between line items in the DDA because more money had been spent on snow removal this year than in past years.

Council agreed that as long as the Finance Committee had no issues with these adjustment, they could be put on the Consent Agenda.

8. DDA Update

- Spring Lake Village Adventure (May 4, 2018) – Hanks updated Council on the plans for the Village Adventure and the website that was being developed.
- Spring Lake Female Entrepreneurs (October, 2018) – Hanks explained that in their research to find all the businesses in the Village, they
realized that there were many female entrepreneurs so they would like to come up with ways to highlight those businesses.

- Veteran’s Day Event (November, 2018) – **Hanks** explained that this would be another DDA initiative to highlight and bring businesses together. **Burns** said the DDA would also be championing the Halloween Trick or Treating event and the Window Decorating contest. **Burns** shared that she and Michelle **Dixon** would be speaking at the Chamber’s next Early Bird Breakfast about the Village Adventure.

9. **Summer Intern**

Staff had been discussing the possibility of hiring a full-time summer intern and sharing that intern (50/50) with SLT. Duties would primarily be related to DDA projects and a small portion allocated to the general fund. This topic was discussed in detail with the finance committee immediately prior to this work session.

**Burns** explained that they had been talking about sharing a summer intern with the Township and that they felt like they could not let this opportunity pass by. **Burns** proposed that they share a summer intern with the township 50/50, with approximately 75% of that person’s time to be charged back to the DDA and the other 25% charged to the General fund for various other projects. **Burns** said that she had asked **Hinga** to crunch some numbers at $12 to $15 per hour. **Hinga** said it worked out to about $100 a week for the General Fund; the rest would be picked up by the DDA.

10. **Communications**

- Adopt-a-Garden Donation
- CGAP Communication – **Burns** explained that they were trying to get an amendment to the original CGAP grant application and, thanks to Gordon Gallagher for reaching out to Amanda Price who, successfully, asked the Treasury to reconsider their decision.
- Code Enforcement
- Library Calendar
- Snow Complaint
- Storm Water Information
On the Job Injury – Stuparits explained that Josh Vanopynen slipped and injured his arm. Stuparits said Josh had another doctor’s appointment at the end of the week so they would know more about his injury then.

11. Minutes

Minutes of the January 8, 2018 Work Session and January 15, 2018 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to February 16, 2018.

12. Public Comment

Darcy Dye reported that Adopt-A-Garden was well under way and that she was ordering plants and organizing volunteers. Dye said that, thanks to Megan Doss for her generous donation, they would be able to put a garden space in at Whistle Stop Park and thanks to DPW and Manger Burns, they had the muscle power they needed to get those spaces prepared. Dye also said that they would be losing their beautiful newly planted garden at the pocket park next to the old Braak’s Bakery because of demolition. Dye said she had gotten instruction on transplanting and would be moving as many of the plants as possible to other gardens.

Lee Schuitema had concerns regarding Kim VanKampen’s new development after reading an article in the Tribune.

13. Adjournment: 8:17 p.m.