

Village of Spring Lake

Council Work Session

August 8, 2016

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)

Spring Lake, MI 49456

www.springlakevillage.org

1	7:00 p.m. – DPW Employee (John Stuparits) The SLT/SLV committee has been discussing the need to hire additional staff members for both municipalities. Based on John's observations while he has been serving both communities, he has a recommended course of action that is supported by the committee.
2	7:10 p.m. – Joint DPW Director The SLT/SLV committee has been exploring this avenue for a number of months. Attached you will find a proposed agreement to share a DPW Director that the committee is recommending for adoption by both elected bodies.
3	7:20 p.m. – Economic Development Contract (David Miller) The Chamber of Commerce has provided economic development services to the Village of Spring Lake for a number of years. The last contract covered the period 2017-2019 and is due for renewal. The Village has been very pleased with the services provided by the Chamber. They are incredibly responsive to inquiries and readily make themselves available to staff and developers. The \$3,712.89/year fee assessed to the Village for these services could not be done by staff any more economically. Mr. David Miller, Vice President, will be present to answer any questions Council may have of the proposal.
4	7:22 p.m. – Fireworks Resolution The City of Grand Haven recently adopted a Resolution (attached) asking our state legislature to repeal the fireworks law. They are asking for support from other communities in NW Ottawa County.
5	7:25 p.m. – Village Manager Performance Appraisal

According to the Village Manager's Letter of Understanding, the Council shall review, each June, her compensation (Section 4(a)) and her performance (Section 4(c)).

6 7:55 p.m. – Exterior Painting of Barber School

During the budget process, quotes were obtained for the exterior painting of Barber School. All quotes are for Sherwin Williams paint (2 coats). Four quotes were received as follows:

Vendor	Bid Amount	Notes
College Pro	\$6,350.45	Does not include downspouts
Gordon Painting Muskegon, MI	\$7,900.00	
Painting Services Spring Lake, MI	\$7,968.47	
Certa Pro Grand Haven, MI	\$8,050.00	

7 7:57 p.m. – Interior Painting of Barber School

During the budget process, quotes were obtained for the interior painting of Barber School. All quotes are for Sherwin Williams paint (2 coats). Two quotes were received as follows (Two of the bidders only do exterior painting):

Vendor	Bid Amount	Notes
Gordon Painting Muskegon, MI	\$2,000.00	Large meeting room only
Certa Pro Grand Haven, MI	\$2,532.99	Meeting room, foyer, small meeting room, hall, restrooms and kitchen

8 7:59 p.m. – Communications

- 224 South Street (street light)
- Hendricks Complaint (mailboxes)
- Hendricks Complaint (slow children signs)
- Invasive Species Removal
- Mill Point Wedding Request
- Raymer Complaint (decorative grass)
- Rental Inspection Update

	<ul style="list-style-type: none">• Village Cove Tree Removal Request
9	8:00 p.m. - Minutes Minutes of the July 18, 2016 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to August 11, 2016.

Cost Breakdown For Village of Spring Lake DPW Employee

Shared Director Cost (Village share for JS)

Current overall cost \$108,000 (50% Village share=\$54,000)

Former Director Cost (RB)

\$97,437-From Finance Director and includes fringe benefits.

Savings

\$97,437-\$54,000 = **\$43,437**

Wage for New DPW Employee

\$27,000 (projected starting wage including fringe benefit cost, double) = **\$46,454**

Cost for new DPW Employee

\$43,437 - \$46,454 = **(\$3,017)**

(\$5,476) increase for DPW Forman (\$2.60/hr. + impact on benefits)
+\$5,051 savings for sidewalk plowing (15/16)

(\$3,442) Impact on Budget (Double Coverage Insurance)

\$3,453 savings if single coverage insurance

Benefits to the Department

- *relieve the pressure on other staff by doing the “run around” work so that the licensed staff can focus more on water & sewer issues.
- *be available for snow plowing, thereby (potentially) reducing overtime.
- *be in training for the potential retirement of Ty in 5 or so years.
- *after training, be available to be on call thereby reducing the stress on the current staff of being on call once every 3 weeks.
- *assist with projects so that current staff can get their vacation time earlier in the year.

SPRING LAKE TOWNSHIP AND VILLAGE OF SPRING LAKE

AGREEMENT FOR JOINT DEPARTMENT OF PUBLIC WORKS DIRECTOR

This Agreement for Joint Department of Public Works Director, dated for reference purposes this _____ day of August, 2016 (the "Agreement") is made by and between Spring Lake Township, a Michigan general law township, of 101 South Buchanan Street, Spring Lake, Michigan 49456 (the "Township"), and the Village of Spring Lake, a Michigan municipal corporation (the "Village"), whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456.

A. **General Agreement.** Subject to all of the terms and provisions of this Agreement, the Township and the Village agree to jointly maintain one Department of Public Works Director (the "Joint Director").

B. **Shared Arrangement.** The Township and the Village will equally share the Joint Director, with each municipality contributing 50 percent of the Joint Director's compensation and receiving 50 percent of the Joint Director's services.

C. **Term.** This Agreement shall begin on the date executed and continue until the express revocation of one or both parties, which is to be given with six months' notice.

D. **Administration.** The Joint Director will be an employee of the Township, and the Township shall bill the Village under the terms outlined previously in the attached Letter of Understanding Between Spring Lake Village and Spring Lake Township. The employment terms for the Joint Director, including compensation, may be modified from time to time by agreement of both the Township Board and the Village Council.

E. **Joint Director.** The current Township Department of Public Works Director is John Stuparits ("Stuparits"), and whom the Township Board and the Village Council have selected to be Joint Director. When Stuparits is no longer an employee of the Township and a replacement Joint Director needs to be hired, a committee comprised of the Township Manager, Township Supervisor, Village Manager, and Village President will meet together to conduct interviews and make a recommendation to the Township Board and Village Council. The committee recommendation for Joint Director must then be approved by both the Township Board and Village Council.

F. **Miscellaneous.** This Agreement shall not be assignable. All notices to be served shall be in writing and addressed to the parties at their addresses; they may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability

shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between the parties; all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms.

The parties have executed this Agreement as of the day and year first above written.

The VILLAGE OF SPRING LAKE

SPRING LAKE TOWNSHIP

By: _____

By: _____
Gordon Gallagher, Township Manager

Chamber of Commerce Economic Development Contract Formula

Based on Real and Personal Property

TABLE II

COMMUNITY	<u>2013 - 2016 ALLOCATION</u>				<u>2017 - 2019 ALLOCATION</u>			
	%	2013/14	2014/15	2015/16	%	2016/17	2017/18	2018/19
City of Ferrysburg	7.11%	\$4,528.82	\$4,601.28	\$4,674.90	7.33%	\$4,834.01		
City of Grand Haven	28.93%	\$18,427.38	\$18,722.22	\$19,021.77	30.24%	\$19,942.76		
Grand Haven Charter Township	30.00%	\$19,108.93	\$19,414.67	\$19,725.31	31.38%	\$20,694.57		
Spring Lake Township	28.72%	\$18,293.61	\$18,586.31	\$18,883.69	25.42%	\$16,764.05		
Village of Spring Lake	5.24%	\$3,337.69	\$3,391.10	\$3,445.35	5.63%	\$3,712.89		
TOTALS	100.00%	\$63,696.43	\$64,715.57	\$65,751.02	100.00%	\$65,948.28		

\$63,696.43

\$64,715.57

\$65,751.02

\$65,948.28

Using inflation rate multiplier, but lags a year since multiplier does not come out until after the contract year commences

2014 Inflation rate Multiplier was 1.016
 2015 inflation rate multiplier was 1.016
 2016 Inflation Rate Multiplier is 1.003



Building Business to Build Community
Established in 1899

July 11, 2016

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

Dear Chris,

It has been our pleasure to provide economic development services to the Village for the last three years and more. As we are coming up on the end of the three year contract covering 2013-2016 time period, we would like to present you with the new contract for our economic development services for 2017-2019 with the Village of Spring Lake, as well as the worksheet showing the calculations used to determine the amount of the contract. We will be contacting you in the next couple of months to schedule a year in review report, but if you think it would be appropriate to meet to discuss the amount of the contract, or how we arrived at that number, either Joy or I would be pleased to make a presentation to the Village Council.

We have enclosed two copies of the 2017-2019 contract, and should the Council be prepared to sign the contract at this time, we ask that you sign the two enclosed contracts and return them to our office. Upon return receipt; we will sign them and return an original to you for your files.

Cordially,


Joy Gaasch
President


David C. Miller
Vice President

Encl. (2)

Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg
Economic Development | Training Connections | Business Education Partnerships

One South Harbor Drive, Grand Haven, MI 49417 | p 616.842.4910 | f 616.842.0379 | grandhavenchamber.org

VILLAGE OF SPRING LAKE ECONOMIC DEVELOPMENT SERVICES CONTRACT

THIS CONTRACT, dated for reference purposes as of October 1, 2016 is by and among the **Chamber of Commerce of Grand Haven, Spring Lake and Ferrysburg** (The Chamber) , a Michigan nonprofit corporation, whose address is One South Harbor, P.O. Box 509, Grand Haven, Michigan 49417-0509, and **The Village of Spring Lake**, a Michigan municipal corporation, whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 (referred to individually as a "Governmental Unit"), and is made with reference to the following facts and circumstances:

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

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

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

1. General Agreement. The Governmental Unit hereby contract with The Chamber to provide general economic development services to the Governmental Unit and the geographical region in which they are located, including projects and activities in tourism, agriculture, commercial, retail, financial and industrial.
2. Scope of Service Priorities. In addition to general economic development services, the Chamber shall focus it s efforts towards the following activities:
 - a. **Business Retention Calls:** The Chamber shall complete a business retention call upon each industry within the Village. A written report regarding these calls shall be shared with the Village, excluding any confidential information.
 - b. The Chamber shall annually review with the Village Manager available economic development grant programs through the State of Michigan

and jointly determine whether any grants should be pursued during the coming year.

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

3. Payment for Services. In payment of the services to be provided pursuant to this Contract, the governmental Unit shall pay such amount as shall be determined annually by The Chamber board provided, however, that in no event shall this annual amount exceed the amounts mutually agreed upon between The Chamber and the Governmental Unit. The maximum amount for the first year will be \$65,948.28. The amount for the second year and third years will be determined by the State Tax Commissions "Inflation Rate Multiplier" applied to the previous year contract amount.

All charges of The Chamber for services pursuant to this Contract shall be allocated between the Governmental Unit as follows:

City of Ferrysburg	7.33%
City of Grand Haven	30.24%
Grand Haven Charter Township	31.39%
Spring Lake Township	26.36%
Village of Spring Lake	5.63% *

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

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

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

duration of which shall be specified in such agreement.

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

- a. Failure to Perform: If the Chamber fails to complete or make good faith efforts to complete the tasks specified in the Scope of Economic Development Services or its reporting requirements under Subsection three (3), the contract may be terminated by the governmental unit. However, the Chamber may seek to remedy any failure to perform during the ninety (90) days notice period and, if governmental unit determines that the remedy is sufficient, the notice shall be null and void.
- b. Budget Constraints: The Chamber acknowledges that the governmental unit's revenues are subject to sharp fluctuations and that should the governmental unit experience a significant revenue drop in any of its General Fund revenue sources that the governmental unit shall have, at its sole discretion, the ability to terminate the contract upon ninety (90) days notice. During the ninety (90) days notice period the parties shall make good faith efforts to review alternatives to termination including continuing or modifying the contract at a rate less than that specified in Subsection Two (2). If the parties mutually agree to an alternative to termination, the notice shall be null and void.
- c. Political or Developmental Issues: If the Chamber adopts political position or acts upon a development issue that the governmental unit Board believes is contrary to or in opposition of a decision by the governmental unit, the contract may be terminated by the governmental unit. During the ninety (90) day notice period the parties shall make good faith efforts to resolve the conflict. If the parties mutually agree to actions that resolve the conflict, the termination shall be null and void.

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

8. Effective Date. This Contract shall be effective on October 1, 2016.

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

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

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

Signed in presence of:

**CHAMBER OF COMMERCE,
A Michigan nonprofit corporation**

By: _____

Its: _____

By: _____

Its: _____

Dated: _____, 2016

**Village of Spring Lake
Michigan Municipal Corporation**

By: _____

Its: _____

By: _____

Its: _____

Dated: _____, 2016

* 2016-17 = \$3,712.89

Christine Burns

From: Patrick McGinnis <pmcginnis@grandhaven.org>
Sent: Monday, July 25, 2016 11:07 AM
To: Christine Burns; Gordon Gallagher; cbessinger@ferrysburg.org; Bill Cargo
Subject: Fireworks Resolution
Attachments: Fireworks Safety Act.pdf

The City Council passed the attached resolution at the meeting held on July 18. The Council is deeply committed to getting the legislation repealed, but is also interested in any changes that could improve outrageous conditions currently in place in Michigan.

Please consider taking a position supporting a return to sensible fireworks regulation in Michigan before more people are hurt, more weekends are ruined and more fires are started in our communities. Geri tells me she did speak to the Supervisors, Mayor and President about this one.



Pat McGinnis, City Manager

519 Washington Ave

Grand Haven, MI 49417

(616) 847-4888 (o)

(616) 402-0815 (c)

pmcginnis@grandhaven.org

RESOLUTION 16-214

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GRAND HAVEN, MICHIGAN**

WHEREAS, the State of Michigan adopted into law the Michigan Fireworks Safety Act 256 of 2011 that took effect on January 1, 2012 ("the Act"); and,

WHEREAS, the Act now provides for the sale of consumer fireworks in various retail locations and limits the authority of a local unit of government to regulate sales; and,

WHEREAS, the Act liberalized the law on retailing fireworks and prohibited local governments from totally banning their use, resulting in far more fireworks-related complaints of health, safety, and nuisance issues; and,

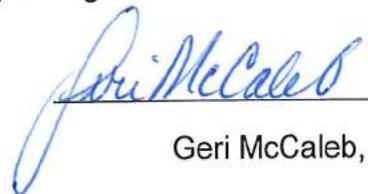
WHEREAS, the effects of the Act include serious personal injury to users and to others, damage to property including fires and the littering of burned debris onto neighboring properties, and the detonation of powerful fireworks in close proximity to residences, businesses, and other uses, disturbing their sane, safe and quiet enjoyment of their properties; and,

WHEREAS, the Act preempts local control and removes the ability of local communities to protect the health, safety, welfare, and quality of life of its citizens.

NOW, THEREFORE BE IT RESOLVED, that the Grand Haven City Council asks our State Legislature to repeal the Michigan Fireworks Safety Act 256 of 2011; alternatively if the Act is not repealed, then the Council asks that the Legislature amend the Act to restore to local communities the discretion to limit the use of fireworks with their corporate limits; and,

BE IT FURTHER RESOLVED, that the City supports HB No. 5327 of 2016 and urges our representatives to act quickly to report this bill out of the Committee on Regulatory Reform and on to the full house and Senate for an affirmative vote and ultimately the Governor's Signature; and,

BE IT FINALLY RESOLVED, that on this 18th day of July, 2016, the City of Grand Haven City Council hereby directs the City Clerk to forward this resolution to the Governor of the State of Michigan, the State Senator and Representatives of the City of Grand Haven, and the communities of Ottawa County, Michigan.



Geri McCaleb, Mayor

college pro

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\$1 Million Liability Insurance Coverage
Full Worker's Compensation Coverage
Customer Sign Off and Rating

PROPOSAL

CLIENT NAME: Lori Spelde
Address 102 W Savidge St
City Spring Lake Zip 49456
Phone Home (616) 566-6082
Business (616) 842-1393
E-mail _____

Date 3/17/2016

Proposal No. 1048122

REGISTRATION/LICENSE (IF APPLICABLE)

Registration/License No 2102201235
Class _____
Specialty Classification _____
Salesperson's Name _____
Salesperson's Reg. Number _____
Franchise Number _____

FRANCHISEE NAME: James Barnes
Phone (269) 599-8853
E-mail barnesja@gmail.com

AREAS TO BE PAINTED

GENERAL DESCRIPTION Exterior Painting with precision and detail

AREAS TO PAINT	INCLUDE	EXCLUDE	INCLUDE	EXCLUDE
1. <u>Siding</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. <u>Bell tower</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. <u>Doors/Window Frames</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. <u>Soffits</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
3. <u>Shutters</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. <u>Trim</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
UNPAINTABLE STORMS # <u>X</u> REMOVE/REPLACE	<input type="checkbox"/>	<input type="checkbox"/>	ALUMINUM DOWNSPOUTS AND GUTTERS	<input type="checkbox"/> <input checked="" type="checkbox"/>
SHUTTERS # <u>X</u> REMOVE/1 SIDE/2 SIDES/REPLACE	<input type="checkbox"/>	<input type="checkbox"/>	WOOD SCREENS/STORMS # <u>X</u> REMOVE/1 SIDE/2 SIDES/REPLACE	

WORK TO BE DONE

(PLEASE READ DEFINITIONS ON REVERSE SIDE)

MINOR MAINTENANCE	DESCRIPTION	SPECIFIC AREAS TO BE COVERED
<input checked="" type="checkbox"/> WASHING	HAND/POWER/TO ALL EXPOSED AREAS/OTHER	<u>Full wash prior to paint</u>
<input checked="" type="checkbox"/> CAULKING	NONE/MISSING/CRACKED/LOOSE/TOTAL	<u>where needed</u>
<input checked="" type="checkbox"/> PUTTYING	NONE/MISSING/OR/ LOOSE/TOTAL	<u>where needed</u>
<input type="checkbox"/> OTHER		
SURFACE PREPARATION	OBJECTIVE	TO BE SANDED (LEVEL 3 ONLY)
<input checked="" type="checkbox"/> LEVEL 2	FULL SCRAPE TO REMOVE ALL LOOSE AND PEELING PAINT	<u>Scrape loose paint</u>
<input type="checkbox"/> LEVEL 3	LEVEL 2+ LIGHT SAND TO KEY AREAS (BELOW)	

PLEASE NOTE: COLLEGE PRO FRANCHISEES ARE UNAUTHORIZED TO PERFORM POWER SANDING. COLLEGE PRO PAINTERS (U.S.) LTD. ASSUMES NO LIABILITY FOR ANY DAMAGE WHATSOEVER CAUSED BY POWER SANDING.

PRIMING	DESCRIPTION	PAINT SPECS	COLOR
1. <u>WOOD</u>	<u>SPOT</u> OR FULL PRIME <u>Prime bare wood</u>		
2. OTHER	SPOT OR FULL PRIME		
3. OTHER	SPOT OR FULL PRIME		

FINISHED COAT APPLIED TO	AREA(S)	# OF COATS	BRAND OF PAINT	GLOSS LEVEL	PAINT SPEC (LATEX/ALKYD)	FINAL COLOR #	CUSTOMER INITIALS
	<u>Siding</u>	<u>1</u>	<u>Duration Flat</u>		<u>Latex</u>		
	<u>Trim/Soffits/Frames</u>	<u>1</u>	<u>Duration Flat</u>		<u>Latex</u>		
	<u>Shutters</u>	<u>1</u>	<u>Duration Flat</u>		<u>Latex</u>		

COLLEGE PRO DOES NOT GUARANTEE ONE COAT COVERAGE. UNLESS OTHERWISE SPECIFIED ABOVE, THE CONTRACT PRICE INCLUDES ONLY ONE FULL FINISH COAT. CHANGE IN COLOR WILL MOST ALWAYS REQUIRE 2 COATS TO COMPENSATE FOR INCONSISTENCY IN BRUSH AND ROLL TECHNIQUE.

CLEANUP Performed each day and at 100% upon completion
PRESENT JOB CONDITIONS: # OF BROKEN WINDOWS X DRIPS, SPILLS, ETC X

CUSTOMER NEEDS/NOTES TO JOB SITE MANAGER/SAFETY CONSIDERATIONS

① Professional attention to detail ② Collegiate work ethic

SAFETY CONSIDERATIONS:

PAYMENT SCHEDULE

19 953 ALL LABOR, PAINT AND MATERIALS \$1,350.45



("Patrick Gordon JR.")

398 Catawba Avenue, Muskegon, Michigan 49442
(Phone) 231-750-2930 (cell) 231-760-0045
(email) gordonpaintingllc@yahoo.com
www.Gordon-painting.com

Job Name or
Customer Order No

Community building

Job Address

Name: Village of Spring Lake

Scheduled Date(s) of Service

Date of
Order

Address: 102 W Savidge

Invoice
No.

City: Spring Lake Phone: 616-842-1393
State: Michigan Zip code: 49456

Other Information

christine@springlakevillage.org

Customer Residential Commercial

DESCRIPTION OF SERVICES

NO.	DESCRIPTION OF SERVICES	PRICE
.	Exterior: Pressure wash exterior of the building prior to staining.	\$7,900
	Caulk all gaps, cracks, and imperfections, where necessary. Apply two coats of a solid stain to all siding and trim work to include the upper cupula on roof top. Using Sherwin Williams Woodscapes. Also painting all shutters on the building and entry doors two coats of finish.	
	Interior Great room: Patch and prime all walls where necessary Prior to painting. Apply one coat of finish to the walls same color scheme.	\$2,000

SPECIAL INSTRUCTIONS:

The undersigned agrees to purchase the services set forth above ("Services") upon the stated terms and agrees to be bound by the terms and conditions on the reverse side.

Gordon Painting & Pressure Washing, LLC.: By: _____
Patrick M. Gordon Jr., President
Date: _____

(The following notice applies if this box is checked)

Installment Contract

Notice to Customer: (1) Do not sign this contract before you read it. (2) You are entitled to a completely filled-in copy of this contract. (3) Under the law, you have the right to pay off in advance the full amount due and, under certain conditions, to obtain a partial refund of the finance charge. (4) You may rescind or cancel this contract, not later than 5 p.m. on the business day following the date thereof by giving written notice of rescission to Gordon to its place of business set forth above by depositing a properly addressed certified letter in a United States post office or mail box, but if you rescind after 5 p.m. on the business day following, you are still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.

Customer Signature: _____ Date: _____

(Print Name) _____, Its Authorized Representative

Total Investment:

Down Payment:

Balance:

TERMS OF PAYMENT:

1/2 down balance upon completion

Price includes all paint, stain, material, and labor

Painting Services of West Michigan, Inc.
 13980 Leonard Road
 Spring Lake, MI 49456

(616) 842-6433 phone
 (616) 842-4270 fax
 www.paintingservicesinc.com

Estimate

DATE	ESTIMATE NO.
4/19/2016	576

NAME / ADDRESS
Village of Spring Lake Christine Burns 102 W. Savidge Spring Lake MI 49456

PROJECT
Barber school exterior

SCOPE OF WORK	TOTAL
Power wash and clean exterior wood surfaces. Treat areas of mildew with a bleach/Jomax/ TSP solution. Hand scrape areas of loose and peeling paint. Caulk cracks and corner (if selected). Mask windows and fixtures as needed. Remove shutters, and repaint to match, and reinstall upon completion of painting. Tarp walks and cover vegetation and roof surfaces as needed. Apply one coat of solid acrylic stain to match to siding and trim and bell tower wood surfaces. Prep and paint metal entry doors and frames. Clean up at completion. Labor, materials, and equipment for prep and one coat stain to exterior Add for caulking to siding and trim \$400.00 Add for one coat primer to exterior, and latex paint topcoat (2 coat system) \$1850.00 If siding replace to be done we will prepare a separate quote once a scope of work is determined Due to the poor condition of the siding we recommend the 2 coat primer/paint system	5,718.47
TOTAL	\$5,718.47

Christine Burns

From: RICHARD W. MARTIN <RICHARD.MARTIN@cmsenergy.com>
Sent: Monday, August 1, 2016 2:03 PM
To: Christine Burns
Cc: Erik M. Lathers
Subject: 224 Spring St

Christine,

Thought I would let you know that the streetlight you were inquiring about on 224 Spring St, is in the schedule and should be completed sometime within the next 3wks.

Thanks

Rich Martin
SR PROJECT COORDINATOR
Norton Shores SC
O: 231-332-2671 | C: 616-550-4125

WORKING TO DELIVER THE ENERGY YOU NEED, WHENEVER YOU NEED IT.
THAT'S OUR PROMISE TO MICHIGAN!

 Please consider the environment before printing this email



Christine Burns

From: Christine Burns
Sent: Monday, July 18, 2016 10:32 AM
To: 'Sally Hendricks'
Subject: RE: Mailboxes

Sally,

I believe your question should be directed to the Post Master at our local post office. The Village does not regulate the location of mailboxes, it's determined by the type of route established by the federal government. There are a number of mailboxes at the street along Lake and numerous other locations throughout the Village. It just depends on if it's a walk route or a vehicle route.

I don't believe I have ever received an inquiry from you in the past. I'll search our archives, but we try to respond to all inquiries within 24 hours.

Thanks,

Chris

-----Original Message-----

From: Sally Hendricks [<mailto:sallyahendricks@gmail.com>]
Sent: Monday, July 18, 2016 10:22 AM
To: Christine Burns
Subject: Mailboxes

Hello Christine Burns,

I see my neighbor put up a mailbox and pole next to the street. We both live in the village of Spring Lake. The reason I am asking is when we built our house the inspector told us that mailboxes had to be on your house in the village limits. Has this village ordinance changed? Can I also put up a mailbox pole in the easement next to the street?

I hope this question can be answered by someone. The last time I asked a question I never received a response.

Thank You,

Sally Hendricks
119 Parkhurst Ave.

Christine Burns

From: Lukas Hill <LHill@springlaketwp.org>
Sent: Tuesday, July 19, 2016 9:41 AM
To: Christine Burns; Sally Hendricks
Subject: RE: Signs in village lots

Ms. Hendricks,

We typically consider signs like this exempt from our ordinance as long as they are not causing a safety issue. It would be different if the sign was for profit purposes.

Let me know if you have further questions.

Lukas

Lukas Hill, AICP
Zoning Administrator
Village of Spring Lake
102 W. Savidge Street
Spring Lake, MI 49456
(616) 844-2110 Direct

-----Original Message-----

From: Christine Burns [<mailto:christine@springlakevillage.org>]
Sent: Monday, July 18, 2016 10:34 AM
To: Sally Hendricks
Cc: Lukas Hill
Subject: RE: Signs in village lots

Sally,

Is this the email to which you were referring (that you didn't receive a response to?)

Thanks,

Chris

-----Original Message-----

From: Christine Burns
Sent: Friday, June 3, 2016 7:58 AM
To: 'Sally Hendricks'
Cc: Lukas Hill (LHill@springlaketwp.org)
Subject: RE: Signs in village lots

Sally,

I have forwarded your sign inquiry to Lukas Hill as he is our sign guru.

Thanks,

Chris

-----Original Message-----

From: Sally Hendricks [<mailto:sallyahendricks@gmail.com>]

Sent: Thursday, June 2, 2016 9:51 PM

To: Christine Burns

Subject: Signs in village lots

Hello Village Manager,

I live in the village of Spring Lake. I had a question regarding displaying signs in the area between the village street and the sidewalk. I wondered if anyone can display signs in this area. I have noticed that on houses on Maple Terrace have all displayed slow children playing signs next to the road all down the block. I thought that area was owned by the village?

Thank you,

Sally Hendricks

119 Parkhurst Ave.

Spring Lake, MI

Christine Burns

From: CF <biglakeloon@gmail.com>
Sent: Tuesday, July 19, 2016 2:00 PM
To: Christine Burns
Subject: aralia

Hi Christine,

Thanks for the permission to remove the aralia from the bike trail in the village. Attached is an information sheet on the five-leaf aralia. I don't believe it has ever been found growing in the wild in Michigan. I also plan to send some leaves/twigs to the U of M Herbarium so they have record of this plant.

Also, please send the contact info. on the committee you were telling me about.

Thanks,

Chip Francke



Invasive Plant Alert¹

Five-leaf Aralia

Eleutherococcus sieboldianus (Makino) Koidz.

Five-leaf Aralia is a rapidly growing deciduous shrub which can quickly displace native plants. While uncommon in natural plant communities, when present, it hinders the growth of native trees and shrubs.



Figure 1 Flowers. Dr. Mark Brand, UCONN.

Where to Look

Five-leaf aralia tolerates a wide range of conditions, including unfavorable conditions such as alkaline, heavy, sandy, or dry soils. It also tolerates severe pruning, heavy shade, and air pollution. This plant is most likely found in open forests and forest edges.

Native to China and Japan, five-leaf aralia was first introduced as an ornamental plant. Commercially available in North America, five-leaf aralia is often used in urban sites, where conditions do not allow other plants to grow.

Occurrence of five-leaf aralia in natural plant communities is extremely rare. When allowed to grow unchecked, this shrub will

smoother all other vegetation in its path.

Identifying the Plant

Five-leaf Aralia is an upright, fast growing, deciduous shrub with arching branches. It reaches a maximum height and width of 6-8 feet. Short spines are found at each leaf bud along the stems. Five-leaf Aralia has alternate, toothed leaves. Its leaves are compound and palmate; each leaf contains five to seven leaflets. Coloration varies but leaves are usually a rich, dark green. Some plants come in a variegated form, with leaves edged in white. Leaves remain on the plant into late fall; no fall coloration occurs.



Figure 2 Palmate compound leaves with 5-7 leaflets. Dr. Mark Brand, UCONN.

Flowers bloom May through June and occur in clusters. They are small and a greenish white color. Likewise, five-leaf Aralia fruits in clusters, producing small lack berries; each berry contains 2 to 5 seeds.

How to get rid of it?

Because five-leaf aralia is commercially available and commonly used in landscaping, the best management strategy

available is to control existing populations and prevent its spread into natural ecosystems. Any instance of five leaf aralia in a natural plant setting should be immediately eradicated. This is a very fast growing plant that, once established, is very difficult to remove. Sharp spines at leaf nodes make handling five-leaf aralia very difficult.

Additionally, five-leaf aralia can spread quickly. It is capable of forming new roots when branches touch the ground. The roots can then form new stems. Softwood cuttings also root very easily.



Figure 3 Fully grown *E. sieboldianus*. Dr. Mark Brand, UCONN.

Resources:

Brand, Mark H. University of Connecticut Plant Database 2000. Web. August 2012. <http://www.hort.uconn.edu/Plants/a/acasia/acasia1.html>

New Jersey Invasive Species Strike Team. Five-leaf Aralia (*Eleutherococcus sieboldianus*) www.njisst.org

¹ This species has been identified as a potential or emerging threat to natural areas in the mid-Atlantic region

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 x *Angela Bush* (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 x *Angela Bush* (responsible party) or of x *Angela Bush* (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of x *Angela Bush* (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:

Angela Bush

Print Name:

Angela Bush

Agreement Approved and Updated:

Christine Burns

From: Jason Kik <jkik@miottawa.org>
Sent: Wednesday, August 3, 2016 9:58 AM
To: Christine Burns
Subject: RE: High Grass obstructing vision

I looked at this intersection and I do not see a problem with the vegetation that is present. The intersection is controlled by a traffic signal and the speed limit is low. This is also not an intersection that we respond to many crashes.

From: Christine Burns [<mailto:christine@springlakevillage.org>]
Sent: Tuesday, July 19, 2016 8:42 AM
To: graymer
Cc: Jason Kik
Subject: RE: High Grass obstructing vision

Mr. Raymer,

Attached please find a photo of the intersection to which you are referring. Those decorative grasses are actually maintained by the contiguous property owner (Mr. Dousma). If there is a safety concern, the Village does have the right to enter the property and trim the grass. I have cc:d Sgt. Kik for his evaluation. Since the intersection has a traffic signal, East bound traffic stops for the light before you proceed into the intersection. The site line isn't any different here than it is for Jackson Street or Lake Street.

Sgt. Kik is in training all week, but when he returns next week, I will seek his opinion.

Thank you,

Chris Burns

From: Gordon Gallagher [<mailto:GGallagher@springlaketwp.org>]
Sent: Thursday, July 14, 2016 11:15 AM
To: Christine Burns
Subject: Fwd: High Grass obstructing vision

I think that this one is yours.

Have a GREAT day,

Gordon

Begin forwarded message:

From: George Raymer <graymer_99@yahoo.com>
Date: July 14, 2016 at 11:10:52 AM EDT
To: ggallagher@springlaketwp.org
Subject: High Grass obstructing vision

High grass on the south west corner of Fruitport road and Savage makes it almost unable to see east bound traffic without getting into the intersection. It should be cut by who ever has control of the area.

George Raymer

Sent from my iPhone



Scholten Fant

Attorneys

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P 616.842.3030

F 616.846.6621

July 28, 2016

Rental Inspections and the Housing Law of Michigan

Although the Housing Law of Michigan (“the Housing Law”), Act 167 of 1917, and its regulations historically only applied to cities and villages with populations of 100,000 or more, as of May 16, 2016, they now apply to every city, village, or township (collectively referred to in this Memorandum as a “municipality”) with a population of 10,000 or more. MCL 125.401. As such, many additional municipalities must now conform to the Housing Law regardless of whether they have adopted their own housing-inspection ordinances. MCL 125.543.

The Housing Law, however, establishes only the “minimum requirements adopted for the protection of health, welfare and safety of the community,” and municipalities are permitted to adopt their own regulations or continue to enforce previously adopted regulations that impose even stricter health, welfare, and safety requirements. MCL 125.408. Accordingly, municipalities with existing rental inspection ordinances or regulations only need to revise those ordinances or regulations to the extent that they conflict with the Housing Law. Importantly, municipalities may, but are not required to, adopt their own ordinances, as long as any ordinance does not conflict with the Housing Law. MCL 125.408; MCL 125.543.

The Housing Law requires municipalities to be responsible to administer, or to designate a local governing body to administer, the Housing Law’s provisions. MCL 125.523. Notably, the following tasks are required under the Housing Law.

- Ensure enforcement of the Housing Law maintenance standards. MCL 125.465 *et seq.*
- Inspect rental dwellings as required under the Housing Law. MCL 125.529; MCL 125.528.
- Collect inspection and certificate fees in compliance with the Housing Law. MCL 125.526(14); MCL 125.531.
- Provide compliance certificates to eligible dwellings. MCL 125.529(1).

Please contact us if you would like our assistance in reviewing or updating your municipality’s compliance with the Housing Law.

Ronald A. Bultje
rbultje@scholtenfant.com

Robert E. Sullivan
bsullivan@scholtenfant.com

Crystal J. Bultje
cbultje@scholtenfant.com

Bradley J. Fisher
bfisher@scholtenfant.com

Christine Burns

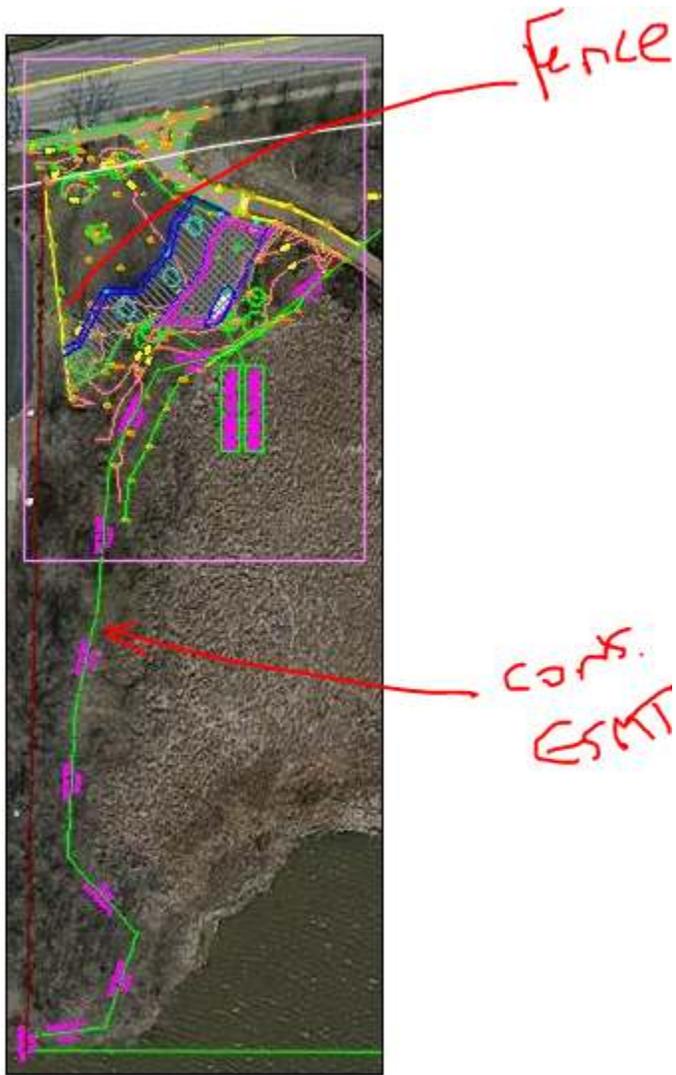
From: Kieft, Kevin <KKieft@preinnewhof.com>
Sent: Friday, June 3, 2016 9:55 AM
To: Christine Burns
Cc: Adrienne Peterson
Subject: RE: Conservation Easement

Christine,

Survey crews are there now staking Area No. 3. They are going to put in a couple of points along the property line that I can check into to see where the trees fall. Looks to be conservation easement more along the cattails. I'll be in touch. I'm meeting with Wally at GHSL sewer authority at 10:30 and will stop at the site following and will have a better feel.

How far south did they want to cut them?

Kevin



From: Christine Burns [<mailto:christine@springlakevillage.org>]
Sent: Friday, June 03, 2016 9:11 AM
To: Kieft, Kevin
Subject: Conservation Easement

Kevin,

Just a reminder that I was hoping you could tell me the boundaries of the conservation easement in mitigation area #3 and whether or not trees along the west fence can/cannot be removed. Specifically the Cottonwoods.

Thanks,

Chris

Christine Burns
Spring Lake Village Manager
102 W. Savidge
Spring Lake, MI 49456
P: 616.842.1393
F: 616.847.1393

Village of Spring Lake

AUG 27 2015

Received

Date: August 18, 2015

To: Department of Public Works
Village Council of Spring Lake
102 West Savidge St.
Spring Lake, MI 49456

Ref: Property East of the Village Cove Marina

The condo construction and the straight-line wind storm of 1998 have eliminated the landscaping on the west side of the above mentioned property. Therefore, the trees on the east side of the property have grown significantly. Most of those trees are cottonwoods and this communication is about them.

As you know, these trees produce an oat sized yellow tar filled seed in the spring. Those seeds stain fiberglass and if not removed from boats or vehicles as soon as possible, cause damage to the paint and finish. For 6-8 weeks these seeds are stuck on shoes and the paws of our dogs and get tracked into the interior of our boats causing further staining and mess. Later, these trees produce cotton wads that fall from the trees making it look like a mattress exploded in our parking lot. The property can be completely covered with the cotton like substance looking almost as if it had snowed. As a result, we have lost property sales, rentals and incurred damage and additional costs. They cause damage to the boat exterior, the interior, the windows, the canvass, as well as to the swimming pool filters. They create the need for extended boat engine maintenance as they clog water and air intakes. The bottom line is these cottonwood trees are a nuisance.

Would you please consider removing the cottonwood tree line and replacing them with landscape that more closely aligns with the "tree city" theme? If so, we would be happy to assist in maintaining the revised landscape. How can we work together to achieve a much more compatible landscape?

Sincerely,

Village Cove Marina Board of Directors
900 West Savidge St.
Spring Lake, MI 49456

DRAFT MINUTES

**Monday July 18, 2016
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan**

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

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

Absent: None

4. Approval of the Agenda:

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

Yes: 7

No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 57939-58033) in the amount of \$723,598.63.

B. Approved the minutes for the June 13, 2016 regular Council meeting.

C. Approved Resolution 2016 – 05, a resolution to support Ottawa Country Brownfield Redevelopment Authority undertaking a brownfield redevelopment project at 512 W. Savidge on behalf of the Village of Spring Lake.

D. Approved sending a notice of non-renewal to Greg Oleszczuk at 510 Properties for a license agreement for an alleyway.

E. Approved Resolution 2016 - 06, a Resolution to authorize issuance of refunding bonds.

Motion by **Nauta**, second from **Miller**, to approve the Consent Agenda.

Yes: 7

No: 0

6. General Business

A. Ottawa County Update – Roger Bergman, County Commissioner

Commissioner Bergman showed a slide presentation of the County's accomplishment throughout the year. Commissioner Bergman mentioned that there was a Parks millage coming up and how wonderful Ottawa County Parks were. Commissioner Bergman also told Council about the upcoming M-231 Run and said that last year's run had been limited to 300 but that there should be a lot more runners this year.

B. Ottawa Country Judicial Update – Judge Hulsing

Judge Hulsing was present and explained to Council how the Ottawa County Court systems work and what was going on now and what they were hoping to accomplish in the future.

C. Demolition Bids – 106 S. Buchanan

Subject: Bids for the demolition of 106 S. Buchanan were opened on Wednesday, July 13, 2016. Three bids were received as follows:

Melching	\$48,700
Pitsch	\$64,000
Eco Demolition	\$87,000

Manager **Burns** explained that this bid was for the former Township Hall demolition with Melching having the low bid coming in at considerably less than what the engineering estimates were. Burns also reminded Council that there was a Grant for \$100,000 from the Governor through CGAP that required the building be removed and the site scraped by December 31st and that they did not anticipate any difficulty meeting this deadline and this also gave a little leeway to do some improvements that they originally didn't think could be done with the original estimate.

President **MacLachlan** asked if this would be done in time to put the first course of asphalt down. **Burns** said potentially yes that was the goal since the asphalt plants close about mid-November.

Powers asked what the first course of asphalt entailed. MacLachlan replied that that would be rather than leaving the property dirt where the building used to be they would put down a layer of asphalt so it could be used for parking in the meantime.

TePastte asked what the new found money might be used for. **Burns** explained that they did go over budget on the Village Hall remodeling and the agreement was that anything over the Grant amount would be split with the Township and they have invoiced them for that difference. **Burns** said when the bids came in so favorable they said to hold off and they might be able to amend the Grant application to cover the overages. **Burns** said they were pretty strict on what the Grant money can be used for so if it was not used for site restoration it would probably have to be used for the collaboration/cooperation type agreement.

Motion by **Nauta**, second from **Van Strate**, to approve the apparent low bid from Melching Demolition in an amount not to exceed \$47,800.

Yes: 7 No: 0

7. Department Reports

A. Village Manager

Manager Burns said the only addition she had to add was that she had received a report from the Grand Rapids Business Journal naming Spring Lake one of the top 10 best suburbs in the Grand Rapids Metro area.

B. Clerk/Treasurer/Finance Director

C. OCSO

Undersheriff, Steve Kempker, was present and shared with Council that Sgt. Kik's report showed all was going great in the Village and he thanked Manager Burns and the Council for their support and that he hears all positive comments regarding the Village. Undersheriff Kempker also said that the community has been so supportive and have been bringing food trays and cards for the Deputies.

- D. Fire**
- E. 911**
- F. DPW**
- G. Building**
- H. Water**
- I. Sewer**
- J. Minutes from Various Board & Committees**
 - 1. Planning Commission**
 - 2. DDA**

8. Old Business and Reports by the Village Council

President **MacLachlan** thanked Council for getting their Manager's Appraisal's to him and that they would be tabulated and he would share the results at next month's work session. President **MacLachlan** also said that the City of Grand Haven were

considering a measure requesting that the State Legislature repeal the Fire Works Law which permits fireworks the day before and the day after 10 different holidays.

MacLachlan asked Council how they felt about supporting this measure and asking for a more reasonable number of holidays such as 4th of July and New Year's Eve. **Doss** asked how many complaints the Village has received about this. **Burns** said that they had not received as many complaints this year as last, but that most of the complaints had been regarding the people that were not following the law but shooting them off the week before and the week after and they were from people with Post Traumatic Stress Disorder and pet owners.

Council agreed that they would support a resolution to request the repeal of the fireworks law.

9. New Business and Reports by Village Council

There was no new business at this time.

10. Status Report: Village Attorney – There was no report from the Village Attorney at this time.

11. Statement of Citizens

Craig Jenison was present and introduced himself as a candidate for 58th District Judgeship located in Hudsonville to replace retiring Judge Post. Mr. Jenison gave Council a summary of his qualifications for this position.

Undersheriff Steve Kempker introduced himself again, this time as a candidate for Ottawa County Sheriff and giving Council a summary of his qualifications for this position.

12. Adjournment

Motion by **Van Strate**, second from **Doss**, Village Council adjourned the meeting at 7:51 p.m.

Yes: 7 No: 0

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk