

Village of Spring Lake

Council Work Session

October 13, 2014

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)
Spring Lake, MI 49456

www.springlakevillage.org

1 7:00 p.m. - Snow Removal Equipment (Roger Belknap)

With the passage of the bike path millage, DPW has been asked by management to provide a higher level of snow removal services on the sidewalks within the Village. Currently, the fleet includes a heavy duty Wacker Neuson Tractor with front-mounted snow blower and a Kubota F3080 Tractor with lawnmower and front-snow blower attachment that was purchased as a replacement for a zero-turn riding lawnmower and an older model 4210 John Deere Tractor with snow blower. We also have a Toro walk-behind snow blower.

Staff anticipates the need for multiple sidewalk snow removal machines that will operate simultaneously in the same manner as plow trucks each having a designated route. Staff investigated best options of equipment that would provide the needed surface pressure and snow removal capabilities. Staff wishes at this time to trade in the Kubota F3080 mower/snow blower unit for a traditional style tractor that features a loader and snow blower attachment. DPW Foreman VanHoeven obtained 3 quotes for the tractor as follows:

Kent Equipment – Kubota B2650 = \$28,200.00 - \$19,500 trade-in = \$8,700.00
Kubota West Mi. – Kubota B2650 = \$28,391.00 - \$17,000 trade-in = \$11,391.00
Voelker Sales – J. Deere 1025R= \$18,473.29 (no trade-in)

Staff recommends accepting the quote from Kent Equipment at a cost of \$8,700.00 (purchase price minus trade-in).

2 7:10 p.m. - West End Boardwalk Dock Gates (Roger Belknap)

The FY14-15 budget allocates \$16,500 for the replacement of the white dock gates on the West End Boardwalk behind Spring Lake Condos. This project is a requirement of our maintenance agreement negotiated for the trail easement. After meeting with the condo board, Roger Belknap developed a specification for the dock gates that match the recently installed fence near Holiday Inn. Staff obtained 2 quotes from firms that

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| | <p>carry the specified product and are as follows:</p> <p style="padding-left: 40px;">Straightline Fence = \$10,787.00 Fence Consultants = \$10,800.00</p> <p>Staff recommends accepting the quote from Straightline Fence at a cost of \$10,787.00. The project is to be completed by April 1, 2015 to ensure little impact to trail users and condo residents that access their boats.</p> |
| 3 | <p>7:15 p.m. - Gas Leak Update (Roger Belknap)</p> <p>Roger will present photos of the sewer line and provide an update on the accident as well as the repairs.</p> |
| 4 | <p>7:25 p.m. - Parks & Recreation Update</p> <ul style="list-style-type: none"> • The Spring Lake Area Recreation Commission (SLARC) met on October 8th to interview candidates for an "at large" position on the board. They also discussed the 2015 budget and proposed revenue options. • Survey results are back for the Community Wide Recreation Survey. • The Central Park Capital Campaign will officially launch on 12/01/14. The finishing touches are being put on the logo and website now. • The concrete slabs have been poured at Tanglefoot. DPW Director Roger Belknap is gathering bids on bathroom upgrades for improvements to commence on October 16, 2014. |
| 5 | <p>7:35 p.m. - Isabel's House Public Hearing</p> <p>As we navigate through the application process for funding from the CDBG program to rehabilitate Isabel's House, it is necessary to hold a public hearing to afford citizens the opportunity to comment on the project. The public hearing will take place on October 20, 2014 at the regularly scheduled Council Meeting. Attached please find the notice that was placed in the <u><i>Grand Haven Tribune</i></u>.</p> |
| 6 | <p>7:36 p.m. - CBDDA Update</p> <p>The TIF plan expires in 2015 so it will be necessary to renew (or not) the plan in order to continue to capture tax revenue within the district. Village Attorney Bob Sullivan is drafting documents for Council review. At this time, there does not appear to be any adopted by-laws for the CBDDA board (i.e. who sits on the board, terms lengths, etc.) so Bob is also drafting</p> |

proposed by-laws to be considered by the CBDDA at their next meeting in November. Based on the interest of incumbents (see below), we will have two vacancies on the CBDDA that will need to be filled shortly.

7 7:38 p.m. - Board Appointments

The following board appointments expire in November (or have already expired). The appointees have been contacted regarding their reappointment to the respective boards; their response is on the right:

| Board | Appointee | Interested? |
|---------------------|------------------------|-------------|
| CBDDA | Lisa Ashcraft | No |
| CBDDA | Dr. James Moore | Yes |
| CBDDA | Lou Draeger | No |
| CBDDA | Doug Heins | Yes |
| CBDDA | Steve Nauta | Yes |
| Historic Commission | Shelly Brower | Yes |
| Historic Commission | Bruce Campbell | Yes |
| Parks & Recreation | Bob McCulloch | Yes |
| Parks & Recreation | Clarissa Groenevelt | Yes |
| Planning Commission | Lesley VanLeeuwen-Vega | Yes |
| Planning Commission | Scott VanStrate | Yes |
| Planning Commission | John Yasenak | Yes |
| Library Board | Tom Cousineau | Yes |
| ZBA | Elizabeth Wheeler | Yes |
| ZBA | Scott VanStrate | Yes |
| ZBA | Vacancy | |

7 7:40 p.m. - Working Holiday

Most residents assume that Village Hall is closed on Federal holidays. November 11, 2014 is a Federal holiday recognizing Veterans. I would like to propose another "working holiday" whereas Village Hall is closed to the public, but staff still reports as normal. I would allow them to wear jeans to work and the day would be spent entirely on records management and housekeeping. We still have a great deal of sorting, organizing and purging of records that needs to take place, but is extremely difficult to address during the normal work day.

8 7:42 p.m. - Invasive Species Removal

On September 13, 2014 Adrienne Peterson identified a patch of Phragmites in the wetlands area of the Grand River Greenway (near Exchange & School). Staff contacted GHACF to inquire about the possibility of grant funding for eradication. Holly Johnson indicated that

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| | <p>the Wetland Watch (WW) group received funding for Phragmite removal and that the Village should partner with WW. In order to partake in the collective effort of the Wetlands Watch Phragmites removal on September 24, 2014, it was necessary to sign an agreement with Cardo JFNew. Due to timing issues, staff granted permission to eradicate the invasive species without pre-approval from Council. The agreement is dated July 18, 2014, but it was not obtained by the Village until 09/23/14. The Phragmites in the greenway, as well as a couple of patches on private land (south of Wesco and west of Pruebelo's) were all subsequently treated.</p> |
| 9 | <p>7:45 p.m. - Harbor Transit Millage Update</p> <p>Attached please find a FAQ sheet regarding the millage that SLT placed on the November ballot. There seems to be some confusion regarding how the millage would be assessed, should it pass. I would like to clarify that Village residents would not be "double-taxed." The village would remove the millage from our tax bill and it would be placed on the township tax bill; every property owner within the township would pay the same .6 mills.</p> |
| 10 | <p>7:48 p.m. - Minutes</p> <p>Minutes of September 15, 2014 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to October 16, 2014.</p> |

Whereas the Dannie Lee Barnes disabled veteran property tax relief act of 2013 provided an exemption from all property taxes for certain populations in the State of Michigan, and

Whereas this relief was imposed by unilateral action of the Michigan State Legislature and signed into law by Governor Rick Snyder without consultation with or advice from local governments impacted by the reduction in revenue that results from the exemptions, and

Whereas in the first two years year of the exemption, local units in the tri-city area have collected \$163,621 less in revenues than would have been the case in the absence of the exemption, and

Whereas this revenue reduction results in a \$163,621 tax increase for all non-recipients of this exemption.

Now, Therefore Be It Resolved, that the Grand Haven City Council supports the intent of the State Legislature in advocating for the interests of disabled veterans, and

Be It Further Resolved that the City Council advocates for provision of adequate benefits and support for our brave war veterans from federal sources, and

Be It Further Resolved that the City Council asks our elected leadership in Lansing to actively lobby for adequate support for disabled veterans from federal revenue sources, and

Be It Finally Resolved that when our legislature and governor decide it is appropriate to provide additional relief beyond what the federal government should provide, that they also provide funding sources to support that decision and not pass the cost on to local property taxpayers.

**Village Council
Village of Spring Lake
Spring Lake, Michigan**

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

RESOLUTION NO: 2014-09

**A RESOLUTION OF THE VILLAGE COUNCIL
OF THE VILLAGE OF SPRING LAKE, MICHIGAN**

WHEREAS, Isabel's House is located at 107 S. Division in the Village of Spring Lake; and,

WHEREAS, the owners of Isabel's House would like to obtain CBDG funding and a local CBDDA grant to improve the facade of the building; and,

WHEREAS, the proposed project is consistent with the Village of Spring Lake's Community Development Plan; and,

WHEREAS, this facade project will clearly eliminate objectively determinable signs of blight; and,

WHEREAS, no project costs have been incurred prior to a grant award; and

WHEREAS, Village Council hereby approves the submittal of the CDBG application; and

NOW, THEREFORE BE IT RESOLVED, Village Manager Christine Burns is hereby authorized to sign all CBDG documents on behalf of the Village of Spring Lake, including, but not limited to the Part II Application & attachments, the Grant Agreement & amendments and to authorize and sign Grant Payment Requests; and

YEAS: _____

NAYS: _____

ABSTAIN: Nauta _____

RESOLUTION NO. 2014-09 DECLARED ADOPTED.

Dated: October 20, 2014

Marvin Hinga, Clerk/Treasurer



Professional Services Agreement

Date: July 18, 2014

Cardno Project ID: 1306069.01

CLIENT:

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

Phone:
Email:

CARDNO: Cardno JFNew
Cardno Contact: Todd Bowen

Phone: 616-847-1680
Email: Todd.bowen@cardno.com

Project Name/Location: Grand River Invasive Phragmites Herbicide Treatments, Ottawa County, Michigan

Fee Type: Fixed Fee

Retainer: A retainer in the amount of \$50.00 will be paid to Cardno upon contract execution and prior to the start of work. The retained amount will be credited on the final invoice(s) for services contracted under this Agreement.

Estimated Budget: \$50.00

Scope of Services:

Cardno JFNew will conduct and oversee the herbicide application to invasive common reed, also known as phragmites (*phragmites australis*) within the Lower Grand River in Ottawa County, Michigan. Populations of phragmites on your property will be treated with an aquatic-MDEQ approved glyphosate solution applied by Cardno JFNew and Ottawa County Conservation District staff. Herbicide will be applied to the leaves of the plants using a combination of boats, all-terrain tracked vehicles with tank sprayers, and by backpack sprayers on foot. All access for treatments will be attempted from the water side but if you would allow access across your land, please contact Cardno JFNew to coordinate. Treatments shall take place in late September through early October, 2014. The exact date is unknown at this time due to the weather requirements for safe herbicide application. Cardno JFNew will monitor the weather as the treatment time gets near and decide when adequate weather conditions are present to conduct a safe treatment.

This year's herbicide treatment will target all stands of phragmites populations along the Grand River from Lake Michigan upstream to 144th street. There will be no intention to target native species, trees, shrubs, or any other vegetation except phragmites, however; if there are other species intermixed with the phragmites (ie. cattails, willows, etc.), they may be susceptible to the effects of the herbicide treatment. All herbicide applicators will be Michigan Department of Agriculture licensed pesticide applicators and have extensive knowledge and experience treating invasive species and identifying native wetland vegetation. Treatment of phragmites on your property is an important component of obtaining long-term success in this large scale, multi-property project.

Cardno JFNew will submit the required aquatic nuisance control permit application to the Michigan Department of Environmental Quality (MDEQ).

This contract shall serve as your written permission for Cardno JFNew and/or Ottawa County Conservation District to proceed with an herbicide application to phragmites on your property, #70-03-15-363-001.

Fees have been established based on the estimated quantity of Phragmites found on each property. Based on cost sharing through a grant, we are able to provide these treatments at a greatly reduced cost. For 0-1 acres of treated Phragmites on each property, the landowner will be charged a flat fee of \$50. In the event that a landowner has more than one acre of Phragmites on his or her property, the fee is an additional \$40/acre after the initial \$50. Based on this cost structure, the cost to treat your property is \$50.00.

Please remit fee to Cardno JFNew, 11181 Marwill Avenue, West Olive, MI 49460 upon receipt of this contract in order to authorize us to proceed. If payment is not received prior to August 10, 2014, treatment will not occur on your property.

Special Conditions:

YES! I'd like to participate in the Ottawa County Invasive Phragmites Control Group 2014 treatment program to help control invasive Phragmites in our Ottawa County waters!

- Yes, I'd like to participate in the program and have included the requested fee to treat my property ^{NOT} IN THE MAIL - CMBS
- Yes, I'd like to participate in the program and have included the requested fee to treat my property. In addition to the fee, I have included an additional contribution to help fund the program in the future in the amount of \$_____
- I'd like to participate in the program but prefer not to pay for this service. However, you have permission to treat my property if funds are available from other sources
- No, thank you. I prefer not to participate in the program but am interested in the effort and would like to be included in future mailings



Professional Services Agreement

This Agreement and the attached Terms and Conditions and Scope of Services constitute the complete agreement between Cardno and Client with respect to the scope of services hereunder.

Cardno JFNew

Village of Spring Lake

By: *S.M. Rice*

By: *Christine Burns*

Print Name: Steven M. Rice, CWB

Print Name: CHRISTINE BURNS

Title: Business Unit Manager, Principal

Title: VILLAGE MANAGER

TERMS AND CONDITIONS

Cardno shall perform the services outlined in this Agreement for the stated fee in accordance with these terms and conditions:

- 1) **Access To Site (if applicable):** Upon execution of this Agreement, the Client represents that they have secured legal rights to access the property and authorizes Cardno staff to access the site for activities necessary for the performance of the services.
- 2) **Payment:** Invoices for Cardno's services shall be submitted on a monthly basis. Invoices shall be payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify Cardno of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Cardno, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, Cardno shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely pending payment in full of such invoice(s).
- 3) **Indemnification:** Cardno and Client shall indemnify and hold harmless each other from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by the other party or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that each party's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of the other party. In no event shall either party be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon. For purposes of this Paragraph, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations. Where any claim results from the joint negligence, gross negligence or willful misconduct by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Paragraph shall equal (i) the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence or willful misconduct bears to (ii) the amount of the total claim attributable to the joint negligence, gross negligence or willful misconduct at issue.
- 4) **Limitation of Liabilities:** Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of the fees paid to Cardno for the Services or \$ 0. No claim may be brought against Cardno in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.
- 5) **Termination:** Subject to Paragraph 2, this Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. In the event of any termination, Cardno shall be paid for all services rendered and reimbursables incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional costs reasonably related to termination of the project and a proportionate amount of the consideration hereunder commensurate with the portion of the project accomplished.
- 6) **Force Majeure:** Any suspension, temporary or permanent, in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophic events, or any other similar event beyond the reasonable control or contemplation of either party.
- 7) **Assignment:** Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 8) **Ownership of Documents:** All report documents produced by Cardno under this Agreement shall be made available to the Client upon receipt of full payment for services rendered. Cardno shall retain ownership of all field notes, computer files and project files used to produce the work products and may make copies of all work products.
- 9) **Governing Law:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the State of Michigan.
- 10) **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 11) **Notices:** Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.
- 12) **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.
- 13) **Non-Solicitation:** Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.
- 14) **Waiver:** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

FAQ'S Regarding Harbor Transit's Service Into Spring Lake Township

Q. How is the millage calculated and how much will it cost me?

A. Using Spring Lake Village as an example – their voted millage of .6 mils is assessed based on the taxable value of ones home. For example: the owner of a home with a taxable value of \$100,000 would see a cost of \$60 on their annual property tax bill.

Q. Would the bus fare, type of service offered, hours of operation, etc. change following the approval of such a millage?

A. Harbor Transit would remain an on-demand service with the fare cost remaining the same for the foreseeable future. Hours of operation would not change but an expansion of service hours would be taken under consideration based on market demand. Likewise, fixed route(s) are a part of the organizations five year plan.

Q. Does Harbor Transit have enough people and equipment to expand into the township?

A. Additional drivers as well as buses would have to be added in order to handle the added work load that would come with this expansion. The experience gained with our move into Grand Haven Township has prepared us well for this expansion and we are confident we can handle it.

Q. Will you offer service into the Muskegon County area?

A. Fixed routes and linkage with Muskegon public transportation will be considered sometime down the road once the township service is running smoothly.

Q. If passed, how long before bus service would go into effect?

A. Following approval in November the township's summer tax bill would reflect the new millage and we would expect service to be offered the latter part of 2015.

Q. As a Spring Lake Village resident I already pay the millage for Harbor Transit, how will this change that, if at all?

A. If approved in November, the same millage paid by Spring Lake Village residents in the past would continue on with no other changes – you would not be taxed twice for the same service.

Q. Why do we need this service in the township and how will it benefit me?.

A. The need already exists. Several thousand riders who live and work in the township currently use Harbor Transit on a regular basis. With our aging population, rising cost of fuel, and lack of other options the need for public transportation will only increase as time goes on. In time, you or other family members and friends may have a need for safe, reliable transportation.

DRAFT MINUTES

Monday September 15, 2014
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: Bennett, MacLachlan, Miller, Nauta, Powers, Van Strate.

Absent: Meyers

On a motion by **Bennett**, support from **Miller**, to excuse Council Member **Meyers**.

Yes: 6 No: 0

4. Approval of the Agenda

On a motion by **Bennett**, support from **Miller**, to approve the agenda as presented.

Yes: 6 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 55833 - 55933 in the amount of \$252,309.14.

B. Approved the minutes for the August 18, 2014 Council meeting.

C. Approved a contract with Plummers Environmental for root cutting and video inspection within the sewer system for an amount not to exceed \$8,303.54.

D. Approved a contract with Precision Concrete Cutting to perform a sidewalk analysis for an amount not to exceed \$4,200 with the caveat that the amount

will be credited towards concrete grinding at a future date.

- E. Approved budget amendments for Fiscal Year 2014/2015.
- F. Approved a Resolution of support to repeal the Michigan Fireworks Safety Act 256 of 2011.
- G. Approved an agreement with the Grand Haven Area Community Foundation for administration of the Central Park Capital Campaign donor advised fund.
- H. Approved an agreement with Verplank Dock Co. for leaf disposal.
- I. Approved a contract with Lankamp Concrete Construction for an amount not to exceed \$5,491.20 for replacement of patios at Tanglefoot Park.
- J. Approved a contract with Borgman Tree Service in the amount of \$11,095.00 for the removal of trees within the Village, a list of which has been approved by the Tree Board.

On a motion by **Bennett**, support from **Miller**, to approve the consent agenda.

Yes: 6 No: 0

6. General Business

A. Ash Tree Removal Contract

An adjustment to the contract was necessary after MDOT indicated that they will be removing diseased Ash trees on M-104. Consequently, this item was removed from the consent agenda and placed under General Business.

Manager **Burns** explained that originally this item was slated for the Consent Agenda but after a conversation between DPW Director, Roger **Belknap**, and Dave **Brinks**, MDOT, regarding the infected Ash trees along M-104, it was determined that it would be in the Village's best interest and MDOT's best interest, from a traffic control standpoint, that MDOT remove the Ash trees themselves which changed the amount of the original contract with Borgman Tree Service from \$17,040 to \$13,615 to remove the Ash trees.

On a motion by **Bennett**, support from **Van Strate**, to approve a contract with Borgman Tree Service in the amount of \$13,615.00.

Yes: 7 No: 0

B. Spring Lake District Library

Library Board Chairperson, Tom **Cousineau**, Library Director, Claire **Sheridan**, and Research Para-pro, Emily **Hartmen** attended the meeting to give a presentation on what the Library has to offer the community.

Mr. **Cousineau** gave a brief history of the Library and an overview of the activities and services that were available through the Library.

Ms. **Sheridan** went over the Library's newest Newsletter with Council and then introduced Emily **Hartman**, Library Research Para-pro.

Ms. **Hartman** gave Council an overview of some of the different resources available on the Library's website, including Consumer Reports, Morning Star Investment Research Center, Demographics Now, and Youth Services that include Kids Homework Help. Ms. **Hartman** said the Library also had programs for photo editing and explained that the Library was getting ready to launch a digital media lab which had the ability to video tape and edit.

Mr. **Cousineau** closed the presentation, telling Council that the Library had a lot of young, capable staff members and that the Library loaned out e-readers, iPads and even cassette players. Mr. **Causineau** also said there were several computers in the adult and children's sections. Mr. **Causineau** said the Library was built with the intention of becoming a community center and he felt they had achieved that goal. Mr. **Causineau** thanked the Council for inviting them to attend the meeting.

7. Department Reports

A. Village Manager

Manager **Burns** reported that she and Council Member **Meyers** had met with Adrienne **Peterson**, Consultant for the Grand River Greenway project and environmental monitoring reports that the Village was required to do through the Army Corps of Engineers and DEQ. **Burns** said there were 3 wetland areas that were supposed to have been constructed but had not been done. **Burns** said Vince **Labozetta** had wanted to clear one of those areas out but she had to inform him that that would not be possible and that 43 trees were supposed to have been planted there. **Burns** said she also contacted the Heritage Festival Committee to inform them that they would not be able to load their barge from that area any longer. **Burns** said there were also invasive species, in these same areas that needed to be treated so she was looking for vendors to remove them. **Burns** said that unless everyone worked together to treat invasive species it would be impossible to completely get rid of them, but the challenge was, there were no Ordinances to force treatment.

Burns also reported that Steve **Nauta** said he would step down from the CBDDA, when his appointment was up in November to give someone else a

chance. **Burns** said that it was not clear what roll **Nauta** played on the board since he qualified as a business owner, resident and Council Liaison so she and staff had been searching for the By-Laws to determine the requirements, but had not been able to locate any, so it would fall back on the Act.

- B. Clerk/Treasurer/Finance Director**
- C. DPW**
- D. Fire**

Fire Chief, Brian **Sipe**, was present and gave an overview of his monthly report to the Council. Chief **Sipe** also reminded the Council that the Fire Station Open House, for Fire Prevention Week, was Thursday, October 9 at the 148th Ave. Fire Station from 6 p.m. to 8:00 p.m.

E. Ottawa County Sheriff's Office

Sergeant, Jason **Kik**, was present and gave an overview of his monthly report and reported that their new vehicles were in. Sergeant **Kik** also reported that each Deputy adopted a school and would be making contact on a daily basis at their adopted school.

- F. 9-1-1**
- G. Water**
- H. Sewer**

8. Old Business and Reports by the Village Council

9. New Business and Reports by Village Council

Council Member **Miller** asked that attention be given to marking the Mill Point boat launch better with more buoys. **Miller** also asked about the Tri-Cities Connector Path bridge lights that were burned out. Manager **Burns** said that maintenance for the path lighting was taken care of by Ferrysburg and that she would mention it to Manager **Bessinger**.

10. Status Report: Village Attorney

No report from the Village Attorney.

11. Statement of Citizens

Lee **Schuitema**, Parks Board member, reported that the trees, at the Cutler Street wetlands, that Manager **Burns** had referenced earlier, had been planted like they were supposed to but that the very next year the area was mowed down by a brush hog.

12. Adjournment

On a motion by **Van Strate**, support from **Nauta**, the Village Council adjourned the meeting at 7:47 p.m.

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk