

Village of Spring Lake

Council Work Session

January 12, 2015

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)

Spring Lake, MI 49456

www.springlakevillage.org

1	<p>7:00 p.m. - Snow Jam (Roger Belknap & Craig Cather)</p> <p>The Spring Lake Rotary is proposing to host their 3rd annual Snow Jam at Central Park on February 21st from 4-9 p.m. DPW Director Roger Belknap has been working to prep the ice at Central Park. Events include a Grand Haven/Spring Lake hockey game (weather permitting) a live band and a dart tournament (<i>see attached flyer for details.</i>)</p>
2	<p>7:15 p.m. - Sentenced Work Abatement Program (SWAP) Services Agreement with Ottawa County Sheriff's Office (Roger Belknap)</p> <p>This is the annual request to renew the agreement with the Ottawa County Sheriff's Office for inmate labor from March thru November. There is no proposed increase in the cost associated with using the SWAP.</p>
3	<p>7:20 p.m. - Sidewalk Snow Removal Update (Roger Belknap)</p>
4	<p>7:30 p.m. - Budget Amendments (Marv Hinga)</p>
5	<p>7:35 p.m. - Barber School Discussion</p> <p>With the pending proposal of sharing space with Spring Lake Township, Barber School would serve as the meeting space for <u>both</u> Council and the SLT Board, both Planning Commissions, both ZBA boards and various other boards and committees. The finance committee has discussed the possibility of <i>not</i> leasing Barber School for community functions (unless the organization is non-profit) in order to accommodate the township's need and reduce wear and tear on the facility. Potential for-profit lessee's would be referred to various businesses within the community that serve as banquet facilities or gathering spaces. Staff recommends this discussion take place at a regular Council Meeting and a policy change <i>not</i> be part of a consent agenda in order to allow for public input.</p>

6	<p>7:40 p.m.- Cell Tower Lease Discussion</p> <p>The Village was approached by several companies to sell the lease on the cell tower located at Central Park. The Finance Committee discussed the offer and referred the proposals to Village Attorney Bob Sullivan for review. Bob has reviewed the lease and will offer a legal opinion as to the options available at this time <i>(available on Monday.)</i></p>
7	<p>7:50 p.m. - CBDDA Bylaws</p> <p>The CBDDA has been operating without bylaws for an unknown period of time. They have met and reviewed proposed by-laws on two occasions, most recently on January 8, 2015. According to Section 8, Articles 1 & 2, Council must ratify the proposed by-laws <i>(attached.)</i></p>
8	<p>7:53 p.m. - CBDDA Board (Re)appointments</p> <p>Council is asked to consider reappointing the following individual to the CBDDA:</p> <p style="text-align: center;">Lou Draeger - term expiring 11/2018</p> <p>Lou has served on the CBDDA since at least 2008. He will fill one of the non-resident seats on the board.</p>
9	<p>7:54 p.m. - 2015 Meeting Dates</p> <p>As a matter of housekeeping, Council needs to review and adopt the 2015 meeting dates <i>(attached)</i> for work sessions and regular meetings.</p>
10	<p>7:55 p.m. - Audit Presentation</p> <p>The Village's 2013/2014 annual audit has been completed. The digital version of the audit will be forwarded under separate cover and a hard copy will be delivered prior to the regular Council meeting on January 19th. Doug Vredevelde will present his audit findings on the 19th.</p>
11	<p>7:56 p.m. - Fire Department Presentation</p> <p>Fire Chief Brian Sipe will present the Spring Lake Fire Department Business Plan <i>(attached)</i> to Council on January 19th.</p>

12	<p>7:57 p.m. - Strategic Planning Session</p> <p>Mark your calendars for February 7, 2015 from 8 a.m. until noon. County Administrator Al Vanderberg will guide us through a strategic planning session for 2015/2016. We will provide a light breakfast and a lunch.</p>
13	<p>7:58 p.m. - Banner Contest</p> <p>The Village is partnering with North Bank Community Fund and the Spring Lake District Library to hold a banner contest in conjunction with Arbor Day and the NBCF's 25th anniversary. The banner contest will be for school children with a Tree City, USA theme. Details are available from the SLDL.</p>
14	<p>8:00 p.m. - Communications</p> <p>The following communications are included in the work session packet:</p> <ul style="list-style-type: none"> • Budget Calendar • January Library Calendar • January Village Manager's Calendar • Newsletter • TIF Letter
15	<p>8:05 p.m. - Minutes</p> <p>Minutes of December 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 January 15, 2015.</p>

JOIN THE ROTARY CLUB OF SPRING LAKE

for the forth annual Snow Jam festival at Spring Lake's Central Park on Saturday, February 21st.

The festival includes activities for the entire family, including ice skating, sledding, the Snow Jam Dart Tournament, live music, food & beverages and the Spring Lake vs. Grand Haven Old Boys Hockey Match.



SPONSORSHIP LEVELS

PLATINUM SPONSOR \$2,500

- Name/Logo on website homepage
- Recognition during stage performance
- Recognition on local radio spots for Snow Jam
- Name/Logo on Snow Jam banners
- Name/Logo on sponsor placards
- Name/Logo on event posters
- A banner supplied by the sponsor

GOLD SPONSOR \$1,000

- Name/Logo on website
- Recognition during stage performance
- Name/Logo on sponsor placards
- Name/Logo on all event materials
- Name/Logo on event posters
- A banner supplied by the sponsor

SILVER SPONSOR \$500

- Name/Logo on website
- Name/Logo on sponsor placards
- A banner supplied by the sponsor

PATRON \$100

- Name on website
- Name on patron placards

PLEASE SUBMIT YOUR SPONSORSHIP BY JANUARY 9 TO ENSURE INCLUSION IN THE SNOW JAM MARKETING MATERIALS

A benefit for Rotary Club's International Projects.



Help us raise funds to build clean water wells in Ugandan villages.

**SATURDAY
FEBRUARY 21
SPRING LAKE
CENTRAL PARK
4:00 - 9:00 PM**

SNOW JAM HIGHLIGHTS

The Grand Haven vs. Spring Lake Old Boys Hockey Match has become a perennial rivalry. In 2013, Grand Haven won the first match with 6-5 victory, but Spring Lake retaliated in 2014 by a score of 14-11. This year's match promises to be a good one!

The headliner act for this year's Snow Jam is Yard Sale Underwear. The self-proclaimed flamboyant kings of polyester pop & soul, covers everything from "Sweet Caroline" to "Sexy Back". They are a fun, high-energy band who know how to make the people dance!



ACTIVITIES

- 4:00 PM** Open Skate Sledding on Snow Mountain
- 5:00 PM** Snow Jam Dart Tournament
- 6:00 PM** Grand Haven VS Spring Lake Old Boys Hockey Match
- 7:00 PM** Live Music from Yard Sale Underwear
Lakers Broom Ball Match
- 9:00 PM** Event Concludes

ABOUT SNOW JAM

Rotary Snow Jam was started in 2012 to raise funds for our club's international projects. One hundred percent of proceeds from the event go toward projects such as Polio eradication, clean water initiatives, hospital projects and economic development. In 2014, Spring Lake Rotary used Snow Jam proceeds to fund a water project in the mountainous region of Western Panama to provide clean water to hundreds of indigenous Ngobe people near Cienaguita.

For 2015, Spring Lake Rotary is leading an initiative to fund the construction of wells in a number of villages throughout Uganda.

Your contribution will not only support a great community event, but will impact the lives of hundreds of people in need.

FOR FURTHER INFORMATION, PLEASE CONTACT:

CRAIG CATHER
P: 616-607-4530
E: craigcather@gmail.com

www.rotarysnowjam.com



Christine Burns

From: Craig Cather [craigcather@redaprongrocery.com]
Sent: Tuesday, January 06, 2015 5:05 PM
To: Christine Burns
Subject: Snow Jam

Hi Christine,

On behalf of the Rotary Club of Spring Lake, I would like to request the use of Central Park on February 21st for the fourth annual "Snow Jam" fundraising event. As in previous years, we plan to erect a tent with live entertainment as well as hold the Spring Lake vs. Grand Haven "Old Boys" hockey match. The event will be scheduled from 4:00 – 9:00 pm on Saturday, the 21st. The event will also include an open skate, a dart tournament and snow activities for the children.

100% of the proceeds from Snow Jam will be used towards Rotary Club projects.

If you have any questions, please let me know. Thank you for presenting this to the Village Council.

Sincerely,

Craig Cather



Village of Spring Lake

DEC 22 2014
Received

County of Ottawa

Sheriff's Office

Gary A. Rosema
Sheriff

Gregory A. Steigenga
Undersheriff



Headquarters / Administration
12220 Fillmore Street
West Olive, Michigan 49460
(616) 738-4000 or (888) 731-1001
Fax: (616) 738-4062

Correctional Facility
12130 Fillmore Street
West Olive, Michigan 49460
(616) 786-4140 or (888) 731-1001
Fax: (616) 738-4099

Date: December 17, 2014

To: Village of Spring Lake
Ms. Christine Burns, Village Manager
102 W. Savidge Street
Spring Lake, MI 49456

From: Ottawa County Sheriff's Office
Sgt. David Colvin #492
12130 Fillmore St.
West Olive, MI 49460

Ref: 2015 SWAP Service Agreement

Dear Ms. Burns,

I am in the process of reviewing the past SWAP Service Agreements and the future SWAP schedules as we move forward into the New Year. I have enclosed a copy of the proposed 2015 SWAP Service Agreement between the County of Ottawa, through the Ottawa County Sheriff's Office, and the Village of Spring Lake.

At this time, for 2015, there are no plans to implement an immediate increase to the SWAP rates. The rates outlined in this proposed Agreement are the same rates that we charged in 2014. (See Section 3 of the proposed Agreement for the specific hourly rates.)

I have outlined the dates we are available to work for you in 2015, keeping with the same schedules that we have worked for you in the past. The exact dates are outlined on the last page of the Agreement, "Exhibit A". I am certainly willing to meet with you if you have any questions or concerns about the Agreement or the specifics contained on "Exhibit A".

If everything appears satisfactory, please sign the Agreement on Page 3 under the CONTRACTING PARTY section. Once signed, if you would kindly mail it back to me, I will ask the Undersheriff to sign it and I will send a copy back to you. If you have other requirements for the signing of Contracts, such as having original signatures, please let me know.

Thank you,


Sgt. David Colvin #492

Encl: Proposed 2015 SWAP Service Agreement

**COUNTY OF OTTAWA
SENTENCED WORK ABATEMENT PROGRAM (S.W.A.P.)
SERVICE AGREEMENT (HOURLY RATE)**

This Agreement is made this 17th day of December, 2014, by the County of
(Day) (Month) (Year)
Ottawa, through the Ottawa County Sheriff's Office, 12220 Fillmore St., West Olive, Michigan
49460, and Village of Spring Lake, with reference to the following facts and
circumstances:

A. As part of its Sentenced Work Abatement Program (S.W.A.P.) the Ottawa County Sheriff's Office performs services and work which benefit the general public for governmental and non-profit agencies within Ottawa County.

B. The Contracting Party is a governmental or non-profit agency which desires to have the Ottawa County Sheriff's Office, through its Sentenced Work Abatement Program (S.W.A.P.) perform services and work which benefit the general public within Ottawa County, on the terms and conditions set forth herein

1. The Ottawa County Sheriff's Office, through its Sentenced Work Abatement Program, (S.W.A.P.) agrees to perform the work described in the "Description of Work" in accordance with the "Estimated Duration of Project", all as set forth in Exhibit "A" attached hereto.

2. All work performed will be performed within Ottawa County for governmental and non-profit agencies and for the benefit of the general public. The Contracting Party agrees and guarantees that the project described in the "Description of Work" meets those requirements.

3. The Contracting Party agrees to pay \$6.50 per hour per inmate and supervisor. Saturday work is billed at the rate of \$9.75 per hour per inmate and supervisor. Overtime work is billed at the rate of \$9.75 per hour per inmate and supervisor. The balance due for services provided is payable monthly to the County of Ottawa. Work crews usually consist of 5-10 minimum security inmates and one SWAP Supervisor.

4. Work tools, equipment and material will be supplied by the Contracting Party.

5. Inmate labor is not being used to circumvent the local labor force of unions.

6. Work shall comply with all state and Federal safety standards, and all equipment must possess required safety features.

7. With the exception of inclement weather, the Contracting Party will be billed for the cancellation of any work day unless the Ottawa County Sheriff's Office is notified seven (7) days in advance.

8. The Ottawa County Sheriff's Office and/or the Contracting Party each reserve the right to cancel this Agreement at any time upon 30 days written notice to the non-terminating party. Upon cancellation of this Agreement, neither the County of Ottawa nor the Contracting Party shall have any further claim against the other party except that the right of indemnification for any pending, known, or unknown claims shall survive the termination.

9. The Ottawa County Sheriff's Office reserves the right to inspect the work project, to observe performance of prisoners, and monitor supervision.

10. The County of Ottawa agrees to save, indemnify, and hold harmless the contracting party, its employees, officers, agents from any lawsuits or claims for injuries to persons or property solely resulting from the negligent or grossly negligent acts or omissions of any participant in the Sentence Work Abatement Program. This covenant of indemnification shall include reasonable costs and attorneys fees incurred by the contracting party, its employees, officers, and agents in defense of such claims, actions, or liabilities. Provided, however, that this clause shall not be construed to require the County of Ottawa to save, indemnify and hold harmless the contracting party or its employees, officers, and agents from their own negligent or grossly negligent acts or omissions.

OTTAWA COUNTY SHERIFF'S OFFICE

David Colvin, Sergeant

By: _____
Greg Steigenga, Undersheriff

CONTRACTING PARTY

By: _____
Authorized Representative

Address: _____

Telephone No. _____

EXHIBIT "A"

DESCRIPTION OF WORK

The SWAP Crew will help maintain the buildings, grounds and perform other services which benefit the Village of Spring Lake.

ESTIMATED DURATION OF PROJECT

This Agreement will cover the Calendar year of January 1, 2015 through December 31, 2015.

The work will be done on Monday's beginning in March of 2015 through November 2015.

Specific Dates:

March 2, 16, 23 and 30

April 6, 20 and 27

May 4 and 18

June 1, 8, 22 and 29

(See below for information with regard to the Annual Heritage Festival)

July 6, 20 and 27

August 3, 17, 24 and 31

September 21 and 28

October 5, 19 and 26

November 2, 16, 23 and 30

NUMBER OF WORKERS REQUESTED

Six (6) Inmate Workers and one (1) Supervisor for March of 2015.

Maximum of ten (10) Inmate Workers and one (1) Supervisor April through November of 2015.

OTHER TERMS

- SWAP Officer personal time off will be arranged between the SWAP Officer, the SWAP Sergeant and Village Leadership.
- If the Village Leadership would like to request assistance from the SWAP Crews to help with the Annual Heritage Festival preparations, the request should be made to the SWAP Sergeant/SWAP Officer 30 days in advance of the event.

Village of Spring Lake
 January 2015 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
207-000.000-705.207	Police	Police	MERS Pension Contribution	44,374	70,383	26,009
207-000.000-709.000	Police	Police	Medical Insurance	27,000	21,000	(6,000)
207-000.000-707.000	Police	Police	Dental Insurance	3,000	2,700	(300)
207-000.000-740.000	Police	Police	Operating Supplies	-	300	300
207-000.000-804.000	Police	Police	Legal Fees	2,500	4,000	1,500
207-000.000-975.000	Police	Police	Appropriation to Fund Balance	52,005	30,496	(21,509)
				Net Change		0



AMERICAN TOWER™
CORPORATION

Via Federal Express

Tracking Number: 7900 9102 7260

September 22, 2008

Village of Spring Lake
Attn: Ryan Cotton, Village Manager
102 W. Savidge Street
Spring Lake, MI 49456

RE: Site Name: Spring Lake, MI; Site Number: 81316
Fully Executed Annex Parcel Lease Agreement

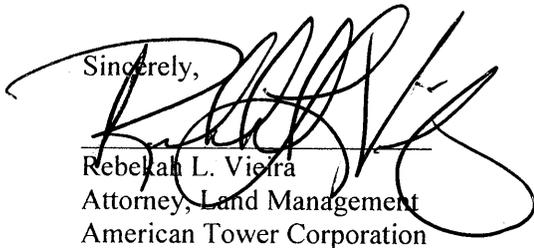
Dear Mr. Cotton:

Enclosed please find the fully executed Annex Parcel Lease Agreement ("APA"). Please have the Village initial both copies where indicated with the blue flags and return one original to me using the enclosed prepaid mailer. Please include in that package a completed W-9 so we can set up the Village in our system to commence timely payments.

If you have any questions, please call me at 781-926-4572.

It has been a pleasure working through this with you and on behalf of American Tower, we look forward to continuing our relationship with the Village.

Sincerely,



Rebekah L. Vieira
Attorney, Land Management
American Tower Corporation

*American Tower as used herein is defined as American Towers, Inc. and any of its affiliates or subsidiaries.

**ANNEX PARCEL
LEASE AGREEMENT
(Compound Expansion)**

3rd THIS ANNEX PARCEL LEASE AGREEMENT (this "Agreement") is made and entered into this September day of September, 2008 (the "Effective Date") between the **Village of Spring Lake**, a Michigan municipal corporation (the "Landlord"), and **American Tower Delaware Corporation**, a Delaware Corporation, with a principal place of business at 116 Huntington Avenue, Boston, MA 02116 ("the Tenant").

RECITALS

WHEREAS, Landlord is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Parent Parcel"); and

WHEREAS, Landlord and NEW PAR, a Delaware limited partnership doing business as AirTouch Cellular (the "Primary Parcel Lessee") entered into a certain lease agreement (the "Primary Parcel Lease") dated December 22, 1997, whereby the Primary Parcel Lessee leased ground space on a portion of the Parent Parcel (the "Primary Parcel"), together with certain easements for access and public utilities, from Landlord; and

WHEREAS, Tenant and the Primary Parcel Lessee have entered into that certain Agreement to Sublease (the "Sublease"), dated January 19, 2000, as amended from time to time, whereby Tenant, subject to an individual site lease, has subleased the Primary Parcel from the Primary Parcel Lessee; and

WHEREAS, Landlord has consented to the Sublease by and between the Primary Parcel Lessee and the Tenant and Landlord acknowledges that the Tenant may further sublease any of its interest in the Primary Parcel Lease to others;

WHEREAS, Tenant desires to sublease, to other wireless communications providers, space on the tower structure erected by the Primary Parcel Lessee on the Primary Parcel; and

WHEREAS, Tenant desires to lease directly from Landlord certain ground space adjacent to the Primary Parcel as described herein, together with utility, access, and other easements, for use by Tenant and its sublessees, to erect, construct, install, maintain and/or operate telecommunications equipment in conjunction with Tenant's and its sublessees' use of the Primary Parcel.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant hereby agree and contract as follows:

LEASE

1. Acknowledgement of Primary Parcel Lease Sublease and Incorporation of Terms. Landlord hereby acknowledges and consents to the subleasing of the Primary Parcel by the Primary Parcel Lessee to Tenant. The Primary Parcel is described on Exhibit B, attached hereto and made a part hereof. Landlord warrants and represents to Tenant that the Primary Parcel Lease is in full force and effect, has not been modified except as otherwise described herein, and that neither the Landlord nor the Primary Parcel Lessee are in default thereunder. Landlord and Tenant hereby agree that the terms of the Primary Parcel Lease, to the extent they are not inconsistent with any provision contained in this Lease, shall be adopted and incorporated herein, by reference or otherwise, as material terms of this Lease. Any reference to the parties in the Primary Parcel Lease shall hereafter apply, as is logically appropriate, to the Landlord and Tenant of this Lease. All terms of the Primary Parcel Lease that contradict the terms of this Lease shall not be binding upon the parties for the purposes of this Lease. Therefore, in any instance

whatsoever, where the provisions of this Lease contradict the terms of the Primary Parcel Lease, the terms of this Lease shall control.

- 2. Description and Lease of Annex Parcel.** Landlord hereby leases to Tenant that portion of the Parent Parcel as depicted by the Annex Parcel sketch contained in Exhibit C, attached hereto and incorporated herein. Landlord also hereby grants to Tenant and its sublessees, for the term of this Lease, irrevocable, exclusive and unconditional rights-of-way and appurtenant easements over, upon, under and across the Parent Parcel, or any of Landlord's other contiguous property, for ingress, egress, regress and the installation and maintenance of utilities, if requested by Tenant (collectively, "Easements") as depicted by the Annex Parcel Sketch contained in Exhibit C (the Annex Parcel and Easement hereinafter collectively known as the "Annex Parcel"). Tenant shall have the right, but not the obligation, to improve the Easements. Landlord and Tenant hereby agree that after completion of a survey of the Annex Parcel, including the easements (and an as-built survey, if desired by Tenant), the survey shall be inserted into and become part of Exhibit D, attached hereto and incorporated herein, and shall constitute the legal description of the Annex Parcel. Landlord agrees to fully cooperate with and assist Tenant in any way in granting and/or obtaining any additional easements or consents required from any adjoining or adjacent property owners or other parties, if necessary, for Tenant to have adequate ingress, egress, regress and utility service to the Annex Parcel. Landlord agrees to cooperate with Tenant as necessary to obtain appropriate zoning, permitting and government approvals. This shall include, but is not limited to, additional uses of Landlord's property as needed to meet any jurisdictional fall zone and other tower related stipulations.
- 3. Initial Term.** This Lease shall be for an initial term commencing on the Rent Commencement Date (as defined below) and expiring on the last day of the term of the Primary Parcel Lease (the "Term").
- 4. Rental.** The "Rent Commencement Date" shall be the date that is thirty (30) days following the date on which Tenant commences construction or installation of above-ground improvements, but excluding temporary power installations or personalty upon the Annex Parcel. Tenant agrees to notify Landlord in writing of the actual Rent Commencement Date and such notice shall serve as an agreement between Landlord and Tenant of such date. Throughout the Initial Term, commencing on the Rent Commencement Date, Tenant shall pay monthly rent for the Annex Parcel in amount of Two Hundred Twenty Eight and 00/100 Dollars (\$228.00). On the first anniversary of the Rent Commencement Date and every year thereafter the monthly rent shall be increased by three percent (3%) over the amount due for the immediately preceding month. Throughout the Initial Term and any Extended Term, as defined herein below, Tenant shall make all rental payments to the Landlord or to such other person, firm or place as the Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.
- 5. Extension of Term.** Tenant is hereby granted the option to extend the term of this Lease concurrent with any extension of the Primary Parcel Lease term. Each option for an Extended Term shall be deemed automatically exercised without notice by Tenant to Landlord unless Tenant gives Landlord written notice of its intention not to exercise any such option, prior to the beginning of the Extended Term, in which case, this Lease shall expire at the end of the then current Term. All references herein to the Term shall mean the Initial Term and any Extended Terms granted as provided in this Lease.
- 6. Landlord Assignment.** Notwithstanding anything in the Primary Parcel Lease to the contrary, Landlord agrees that it will not assign or otherwise transfer any of its interest in the Primary Parcel Lease, in whole or in part, except for its entire interest in the Primary Parcel Lease to a party purchasing Landlord's entire interest in the Parent Parcel, in conjunction with such purchase and sale. For the purposes of this section, "transfer" in the foregoing sentence, shall also include, but not be limited to, the granting of any easement over, across, or for the Primary Parcel or the Annex Parcel.
- 7. Automatic Termination of Agreement.** During the Term hereof, this Lease shall automatically terminate immediately upon the termination of the Primary Parcel Lease, for any reason (including without limitation the Primary Parcel Lessee's or Tenant's failure to cure any default pursuant to the terms of the Primary Parcel Lease as the Primary Parcel Lessee's managing agent within the cure periods set forth

therein) unless Tenant notifies Landlord that Tenant desires this Lease to remain in full force and effect. Tenant shall have thirty (30) days from receipt of any notice of termination concerning the Primary Parcel Lease to notify Landlord that this Lease shall not terminate. Notwithstanding any of the foregoing provisions, Tenant shall have the unconditional right, in its sole discretion, to exercise Tenant's rights hereunder including without limitation pursuant to Paragraph 11(b) of this Agreement, to lease the Primary Parcel upon the termination of the Primary Parcel Lease.

8. Use.

(a) Tenant and Tenant's permitted sublessees or licensees may use the Annex Parcel for the installation, construction, maintenance and operation of multi-user wireless communications facilities, and all uses incidental thereto ("Communications Facility"). Landlord hereby consents to the sublease of the The Annex Parcel to MetroPCS Michiganits parents', affiliates', and/or subsidiaries' ("Metro") for the installation, maintenance and operation of equipment, as depicted in the plans attached hereto in Exhibit E , and all uses incidental thereto, so long as such operation shall be conducted in a lawful manner in accordance with the standards imposed by the Federal Communications Commission and any other governmental body with authority over Metro's operation,.

(b) Tenant and its tenants, their respective employees, agents, contractors, and invitees shall have access to the Annex Parcel and rights of way and easements over, upon and across the Parent Parcel seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including without limitation, the right to transport trucks, construction machinery and equipment thereon.

(c) In the event of casualty or destruction of the Communications Facility, in whole or in part, in Tenant's sole discretion, Tenant and Tenant's tenants may erect additional or substitute telecommunications facilities and install additional or substitute equipment on a temporary basis on the Primary Parcel and/or on the Annex Parcel to assure continuation of telecommunication services.

(d) Landlord hereby expressly consents to, and authorizes, the use by Tenant and Tenant's tenants of the Primary Parcel and Annex Parcel in any and all manner consistent with the terms of this Lease. Landlord hereby agrees that any use of the Primary Parcel by Tenant or its tenants consistent with the terms of this Lease shall not render either Tenant or the Primary Parcel Lessee to be in default under the terms of the Primary Parcel Lease or to be in breach thereof. Landlord further agrees that the provisions contained in this Paragraph 8(d) shall survive the expiration of this Lease and thereafter Landlord shall not have the right or option to, and shall not deem the Primary Parcel Lessee or Tenant as subtenant and management agent of the Primary Parcel Lessee under the Primary Parcel Lease to be in default or breach of the Primary Parcel Lease based upon any default or breach of this Lease by Tenant or its tenants.

9. Governmental Approvals. Landlord agrees to cooperate with Tenant and its tenants, to the extent reasonably necessary, in making application for and obtaining, at Tenant's expense, any local, state or federal licenses, permits, certificates and other approvals (the "Approvals") which may be required to allow Tenant or its tenants use of the Annex Parcel, or the Easements, for the uses authorized herein. In the event Tenant or any of its tenants is unable to obtain, maintain or renew any of the required Approvals, Tenant shall have the right to terminate this Lease within its sole discretion upon notice to Landlord, and no further Tenant liabilities or Tenant obligations under this Agreement shall remain in force or effect, including, but not limited to, the obligation to pay Rent. No such elective termination shall be deemed to be an elective termination of the Primary Parcel Lease. Landlord agrees to cooperate with Tenant as necessary to obtain appropriate zoning, permitting and government approvals. This shall include, but is not limited to, additional uses of Landlord's property as needed to meet any jurisdictional fall zone and other tower related stipulations.

10. Indemnification and Insurance. Tenant agrees to indemnify and save Landlord, its elected and appointed officials, directors, beneficiaries, employees, agents, successors and assigns harmless from and against any and all loss, costs, liabilities, damages, judgments, and expenses (including reasonable attorney's fees and expenses), in connection with claims resulting from bodily injury or death of any person or property damage to any property sustained by any person, including the Landlord and the Tenant, arising from or predicated upon Tenant's operations on the Primary Parcel or the Annex Parcel

including, but not limited to, Tenant's installation, construction, maintenance, and removal of Tenant's improvements, excepting therefrom those claims which are due to or arise out of Landlord's negligence, acts and/or omissions. Tenant further agrees to keep in full force and effect during the term of this Agreement a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage, with limits of liability of at least Two Million and 00/100 (\$2,000,000.00) Dollars in respect of bodily injury, including death, arising from any one occurrence, and One Million and 00/100 (\$1,000,000.00) Dollars in respect of damage to property arising from any one occurrence. Such insurance policy shall be endorsed to include the Landlord as an additional named insured and shall provide the Landlord shall receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy. Tenant shall provide the Landlord a certificate evidencing such policy upon request. This requirement may be met by Tenant maintaining a blanket, system-wide policy.

Landlord will indemnify Tenant, its employees, contractors, agents, guests, partners, officers, shareholders and invitees against claims for injury or death sustained by persons or damage to property arising out of the Landlord's use and occupancy of the Parent Parcel, Primary Parcel or Annex Parcel, excepting therefrom those which are due to or arise out of Tenant's negligence, acts and/or omissions. The Landlord shall maintain all –risk property and general liability insurance on the Parent Parcel.

11. Right of First Refusal. Landlord further acknowledges and agrees that an allocation of twenty-five percent (25%) of the Rent paid hereunder shall be deemed consideration for the following unconditional and irrevocable rights granted to Tenant in this Paragraph 11.

In the event the Primary Parcel Lease shall terminate for any reason, or if the Primary Parcel Lessee shall provide notice to Landlord of its intent to terminate the Primary Parcel Lease, Landlord shall notify Tenant of such termination or notice of termination from the Primary Parcel Lessee within five (5) days thereafter receiving notice of any involuntary and offer to attornment to Tenant as the Primary Parcel Lessee under the Primary Parcel Lease, supplemented or superseded by the terms contained in this Lease. Tenant shall have thirty (30) days from receipt of said notice from Landlord to accept said offer in writing. Each of Landlord and Tenant agree to attorn to the other as if Tenant is a holdover tenant under the Primary Parcel Lease pending Tenant's election to assume the Primary Parcel Lease as tenant thereunder. During such time period, Landlord agrees not to exercise any termination right against Tenant that Landlord may possess.

12. Assignment and Subleasing. Tenant may assign this Lease and may sublet space or grant easements with respect to space on the Annex Parcel only with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such assignee, sublessee or subgrantee must agree in writing, prior to the effective date thereof, to be bound by all terms of this Lease, save that a sublessee or subgrantee shall not be bound by the provisions of Paragraph 4. In determining whether to grant its consent to any assignment, Landlord may consider, among other things, the financial soundness, operating experience, personnel available to monitor and/or maintain the Annex Parcel and the improvements thereon, and the overall reputation of the assignee, with regard to compliance with federal, state or local laws, ordinances or regulations. Landlord hereby agrees to a sublease between Tenant and Metro.

Notwithstanding the previous paragraph, Tenant may assign this Lease and may sublet space or grant easement with respect to space on the Annex parcel to any entity owned by, or under common ownership with, Tenant. Tenant shall not be released from its obligations under this Lease by any assignment or subletting unless consented to in writing by Landlord. .

13. State of Federal Environmental Enforcement Action. Tenant may terminate this Lease if any local, state or federal agency threatens or commences environmental remediation or an enforcement action with respect to the Parent Parcel, Primary Parcel or Annex Parcel, provided such remediation or enforcement action does not result solely from Tenant's activities on the Annex Parcel. Landlord must provide immediate written notice of any such action to Tenant.

14. Notices. All notices hereunder must be in writing and shall be deemed validly given when delivered by hand, by nationally recognized overnight express delivery service or by First Class United States mail, certified, return receipt requested, addressed as follows:

Tenant:

Annex Parcel Lease Agreement

Spring Lake, MI, Site # 81316

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day first above written.

Landlord:

Witnesses:

Village of Spring Lake,
a Michigan municipal corporation

By: Marysa Paparella
Print name: Marysa Paparella

By: Marysa Fonkert
Print name: Marysa Fonkert

William Filber
Signature

Print Name: WILLIAM FILBER

Maribeth Lawrence
Signature

Print Name: MARIBETH LAWRENCE

Acknowledgement:

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

On Sept. 19, 2008 before me, LISA ASHCRAFT, personally
(here insert name and title of the officer)
appeared William Filber and Maribeth Lawrence, personally known to me (or proved to me on
Name(s) of Document Signer(s)

the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

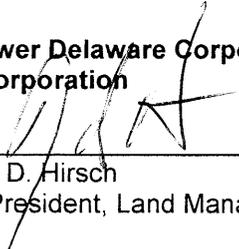
WITNESS my hand and official seal

Signature Lisa Ashcraft
Notary Public LISA ASHCRAFT
My Commission Expires: Notary Public, State of Michigan
County of Ottawa
My Commission Expires Aug. 24, 2012
Acting in the County of OTTAWA

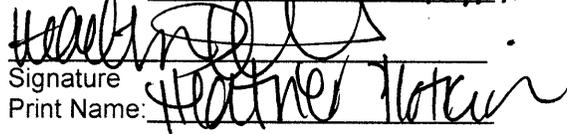
Tenant:

**American Tower Delaware Corporation,
a Delaware corporation**

By: _____
Name: Jason D. Hirsch
Title: Vice President, Land Management



Signature
Print Name: REBEKAH L. VIEIRA



Signature
Print Name: Heather Vieira

Acknowledgement:

STATE OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On 9/22/08 before me, Cindy McKinnon, personally
(here insert name and title of the officer)

appeared Jason D. Hirsch, Vice President, Land Management, personally known to me (or proved to me
Name(s) of Document Signer(s)

on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature: Cindy McKinnon
Notary Public
My Commission Expires: 9/13/13



EXHIBIT A

PARENT PARCEL LEGAL DESCRIPTION

Land situated in the Village of Spring Lake, County of Ottawa, State of Michigan and described as follows:

Lots 19 through 23 inclusive, except the south 65 feet of the west 74 feet of lot 22 and except the north ½ of Lot 23, of the plat of Fall's Addition to Spring Lake, Ottawa County, Michigan, being a part of the S.W. 1/4 of Section 14, T8N, R16W, Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 6 of Plats, Page 12, Ottawa County Records.

Tax Parcel Number: 70-03-14-325-009

Landlord's initials _____

Tenant's initials _____

EXHIBIT B

PRIMARY PARCEL LEGAL DESCRIPTION

Commencing at the S.W. corner of Lot 36 of the plat of Fall's Addition to Spring Lake, Ottawa County, Michigan, being a part of the S.W. 1/4 of Section 14, T8N, R16W, Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 6 of Plats, Page 12, Ottawa County Records, thence S 00°00'00" E 168.00 feet along the west line of said Fall's Addition, thence S 89°50'00" E 33.00 feet to the POINT OF BEGINNING:

thence N 00°00'00" W 57.00 feet along the west line of Lot 22 of said Fall's Addition,

thence N 90°00'00" E 56.00 feet,

thence S 00°00'00" E 57.16 feet,

thence N 89°50'00" W 56.00 feet to the POINT OF BEGINNING,

being a part of Lot 22 of said Fall's Addition, Village of Spring Lake, Ottawa County, Michigan, containing 3196.56 sq. ft. or 0.073 acres of land more or less;

TOGETHER WITH a 25 foot wide easement for ingress and egress and public utilities, the centerline of said easement described as follows:

Commencing at the S.W. corner of Lot 36 of the plat of Fall's Addition to Spring Lake, Ottawa County, Michigan, being a part of the S.W. 1/4 of Section 14, T8N, R16W, Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 6 of Plats, Page 12, Ottawa County Records, thence S 00°00'00" E 168.00 feet along the west line of said Fall's Addition, thence S 89°50'00" E 89.00 feet, thence N 00°00'00" W 42.16 feet to the centerline of said 25 foot wide easement and to the POINT OF BEGINNING:

thence N 90°00'00" E 30.50 feet,

thence S 00°00'00" E 252.22 feet to the north right-of-way line of

Savidge Street (M-104) and the POINT OF ENDING, being a part of Lots 1 and 22 of said Fall's Addition and Maple Avenue in the Village of Spring Lake, Ottawa County, Michigan.

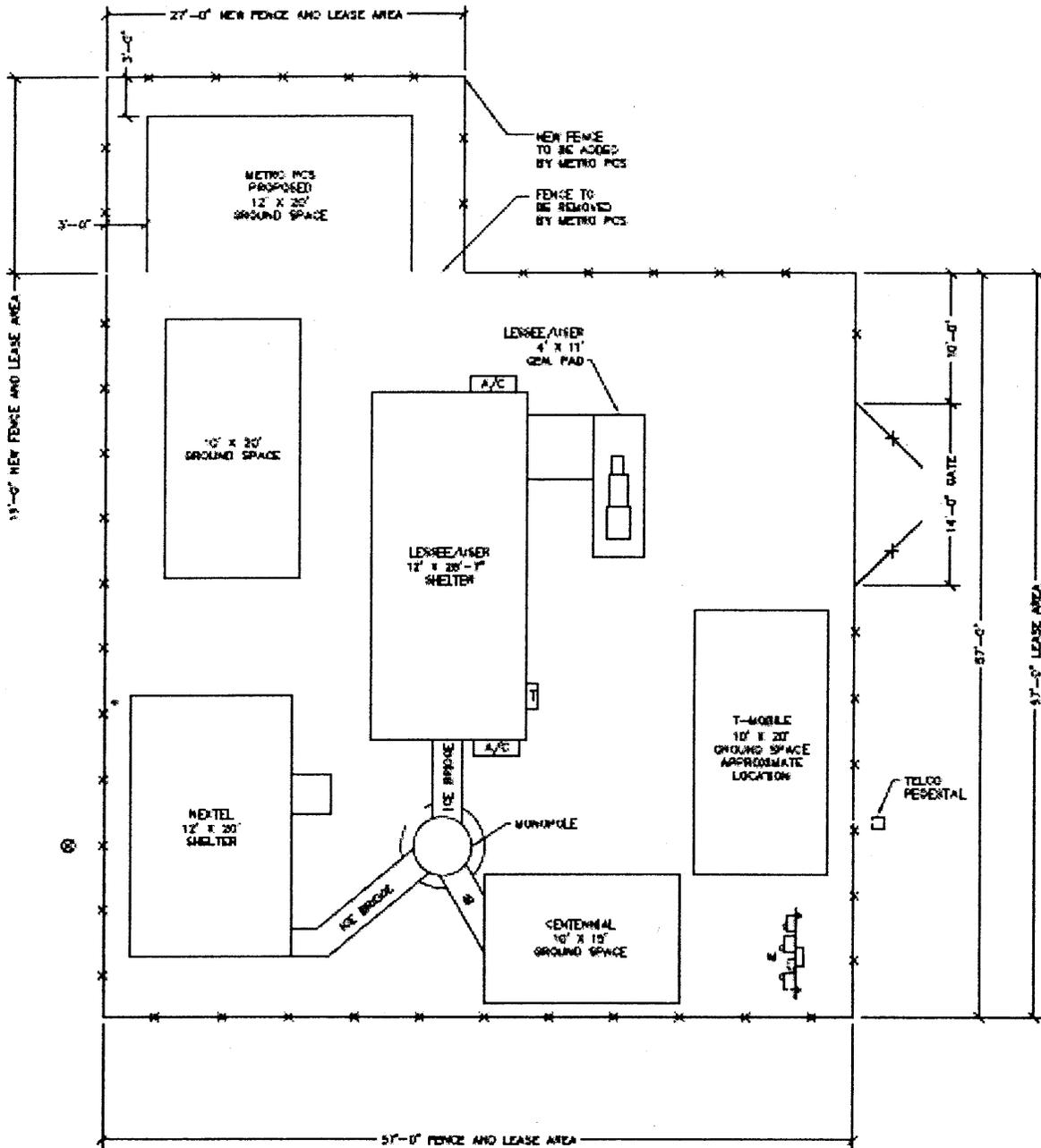
Landlord's initials _____

Tenant's initials _____

EXHIBIT C

ANNEX PARCEL SKETCH AND APPROXIMATED LAND SIZE OF ANNEX PARCEL

Said Property to contain approximated 27 x 15 feet and located to the northwest of the Primary Parcel.



Landlord's initials _____

Tenant's initials _____

EXHIBIT D

**LEGAL DESCRIPTION AND SURVEY (AND/OR AS BUILT SURVEY) OF THE ANNEX
PARCEL (INCLUDING EASEMENTS)**

[To be replaced by Survey at Tenant's sole option and expense.]

Landlord's initials _____

Tenant's initials _____

EXHIBIT E

MetroPCS Michigan Site Plans

Landlord's initials _____

Tenant's initials _____

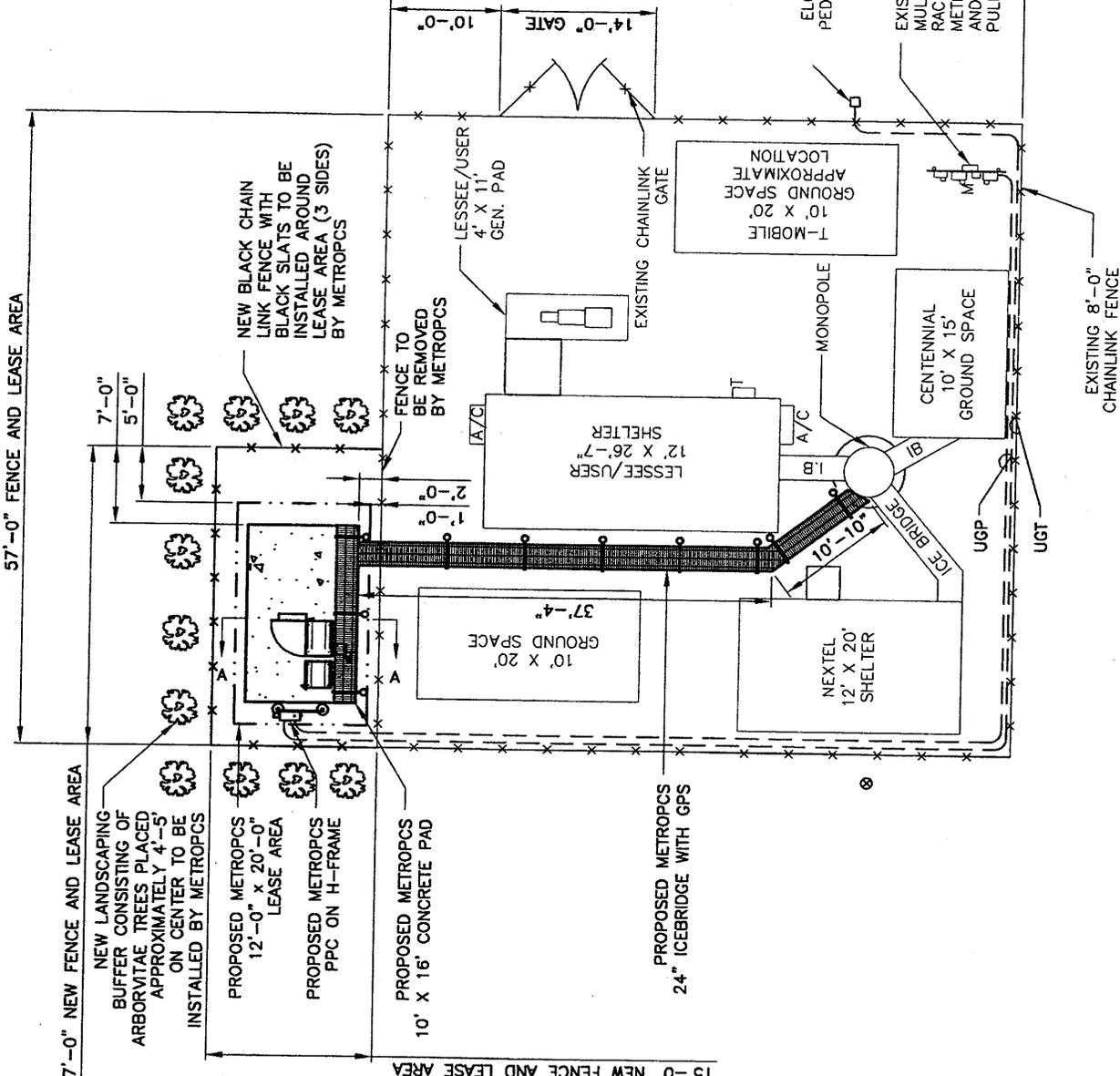
GALVANIZED STEEL BOX
FRAME DESIGNED AND
MANUFACTURED BY
OTHERS

1/2" DIA. HILTI C-100
GROUT ANCHOR W/
PLATE WASHER AND
4-1/2" EMBEDMENT TO
CONCRETE PAD (TYP)

CONCRETE PAD
6X6-1.4W X 1.4W
3/4" CHAMFER (TYP)

GRADE
#4 REBAR ALONG PERIMETER
OF CONCRETE PAD AT TOP
AND BOTTOM (TYP)
6" COMPACTED
21AA SOIL
UNDISTURBED SOIL

A-A
GE NOT SHOWN FOR CLARITY
TAIL



57'-0" FENCE AND LEASE AREA

27'-0" NEW FENCE AND LEASE AREA

NEW LANDSCAPING
BUFFER CONSISTING OF
ARBORVITAE TREES PLACED
APPROXIMATELY 4'-5'
ON CENTER TO BE
INSTALLED BY METROPICS

PROPOSED METROPICS
12'-0" x 20'-0"
LEASE AREA

PROPOSED METROPICS
PPC ON H-FRAME

PROPOSED METROPICS
10' X 16' CONCRETE PAD

PROPOSED METROPICS
24" ICEBRIDGE WITH GPS

15'-0" NEW FENCE AND LEASE AREA

NEW BLACK CHAIN
LINK FENCE WITH
BLACK SLATS TO BE
INSTALLED AROUND
LEASE AREA (3 SIDES)
BY METROPICS

FENCE TO
BE REMOVED
BY METROPICS

LESSEE/USER
4' X 11'
GEN. PAD

EXISTING CHAINLINK
GATE

12' X 26'-7"
LESSEE/USER
SHELTER

10' X 20'
GROUND SPACE

10' X 20'
NEXTEL
SHELTER

37'-4"
GROUND SPACE

10' X 15'
CENTENNIAL
GROUND SPACE

14'-0" GATE
10'-0" GATE

EXISTING 8'-0"
CHAINLINK FENCE

ELCC
PEDES

EXISTI
MULTI-
RACK
METER
AND T
PULL

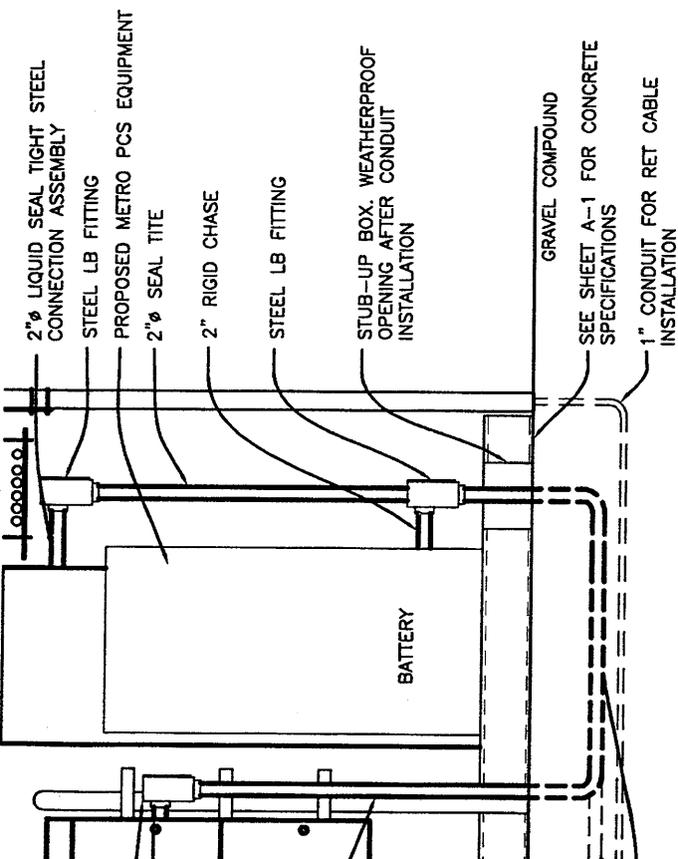
T-MOBILE
APPROXIMATE
LOCATION

MONOPOLE

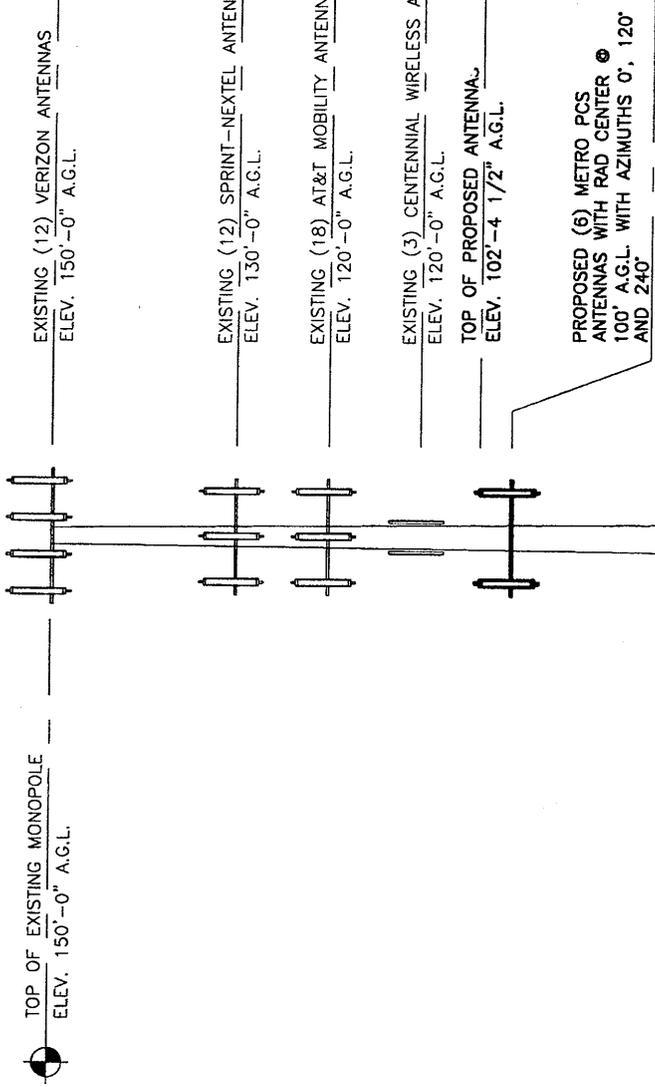
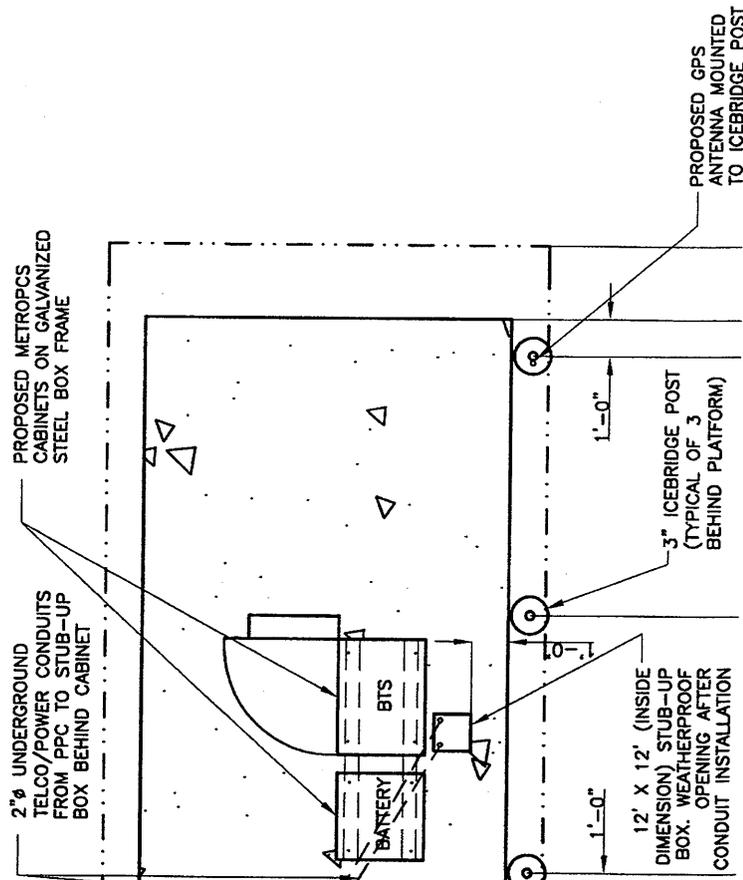
ICE BRIDGE

UGP

UGT



ELEVATION



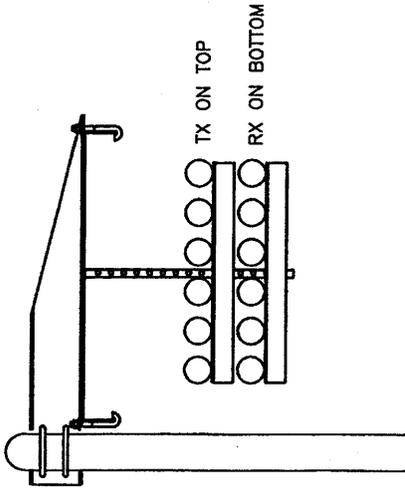
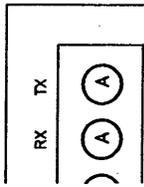
NOTE:

ALL PROPOSED METROPCS COAX CABLES TO BE INSTALLED INSIDE EXISTING MONOPOLE. ANY DEVIATION WILL REQUIRE A NEW STRUCTURAL ANALYSIS TO BE ISSUED.

* EXISTING EQUIPMENT NOT SHOWN FOR CLARITY

- PROPOSED 8' CHAIN LINK FENCE
- PROPOSED H-FRAME UTILITY RACK
- PROPOSED METROPCS EQUIPMENT
- PROPOSED METROPCS ICE BRIDGE W/ GPS

EXISTING 8' CHAIN LINK FENCE



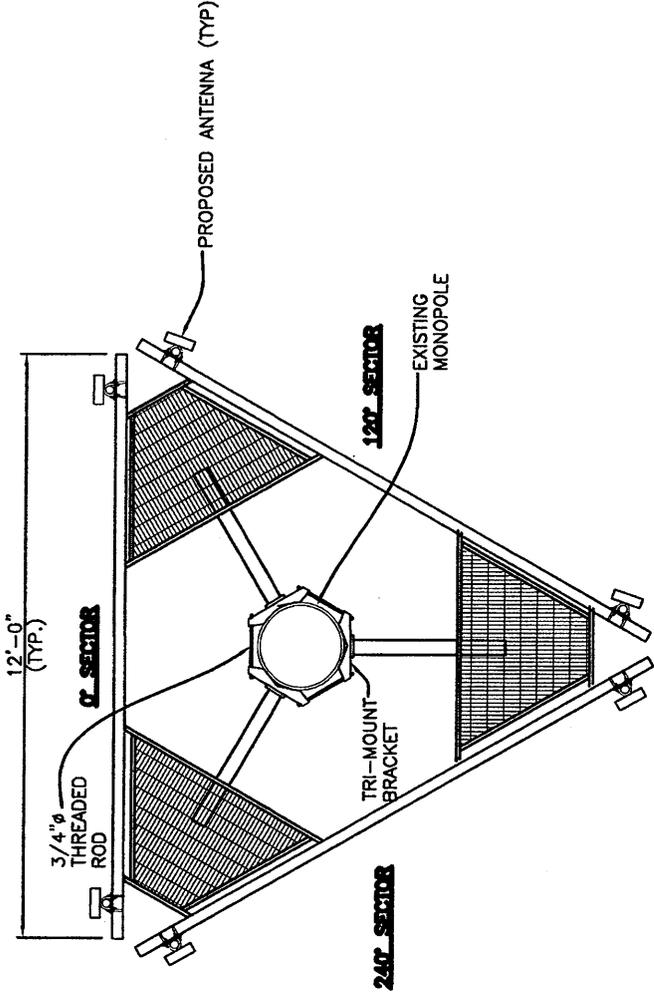
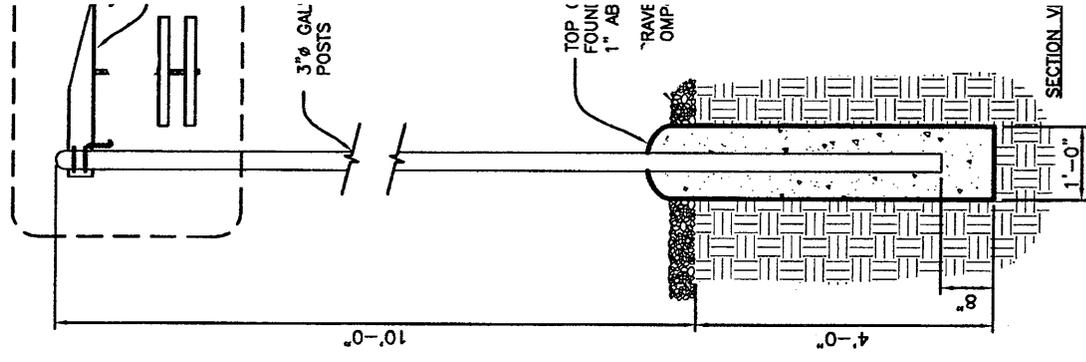
S
BINET

3 COAX ROUTING ON WAVEGUIDE BRIDGE DETAIL

SCALE 1-1/2"=1'-0"



- CHANNEL.
- (2) WHEN USING COMPONENTS FOR SPLICING BRIDGE CHANNEL SECTIONS, THE SPLICING SHOULD BE PROVIDED AT THE SUPPORT, IF POSSIBLE, OR AT A MAXIMUM OF 2 FEET FROM THE SUPPORT.
 - (3) WHEN USING COMPONENTS, SUPPORT SHOULD BE PROVIDED AS CLOSE AS POSSIBLE TO THE ICE BRIDGE, WITH A MAXIMUM CANTILEVER OF 2' FROM THE SUPPORT AT THE POINT OF CONNECTION.
 - (4) DEVIATIONS FROM STANDARDS FOR COMPONENT INSTALLATIONS ARE PERMITTED WITH THE RESPECTIVE MANUFACTURER'S APPROVAL.
 - (5) CUT BRIDGE CHANNEL SECTIONS SHOULD HAVE RAW EDGES TREATED WITH A MATERIAL EQUIVALENT TO THE ORIGINAL CHANNEL, OR EQUIVALENT, FINISH.



2 ANTENNA MOUNTING PLAN

EVATION

3"Ø GALV. STEEL POST TYP.

THE SUBSTATION HOUSE SERVICE. METER BOXES MUST BE MADE WITH ITED FOR THE APPLICATION.

ENGINEERING FOR POSSIBLE ERT

4G AND BONDING MUST COMPLY WITH

-PARK METAL MS 800 OR EQUIVALENT (3-2-14)

-METRO PCS METER SOCKET. USE ZS3-20-5S OR EQUIVALENT.

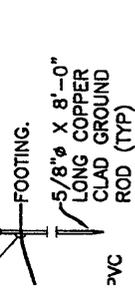
-FUTURE METER SOCKET. USE ZS3-20-5S OR EQUIVALENT.

-METRO PCS 200A DISCONNECT

-FUTURE 200A DISCONNECT

-1-4" POWER CONDUIT

-1-4" SPARE CONDUIT.



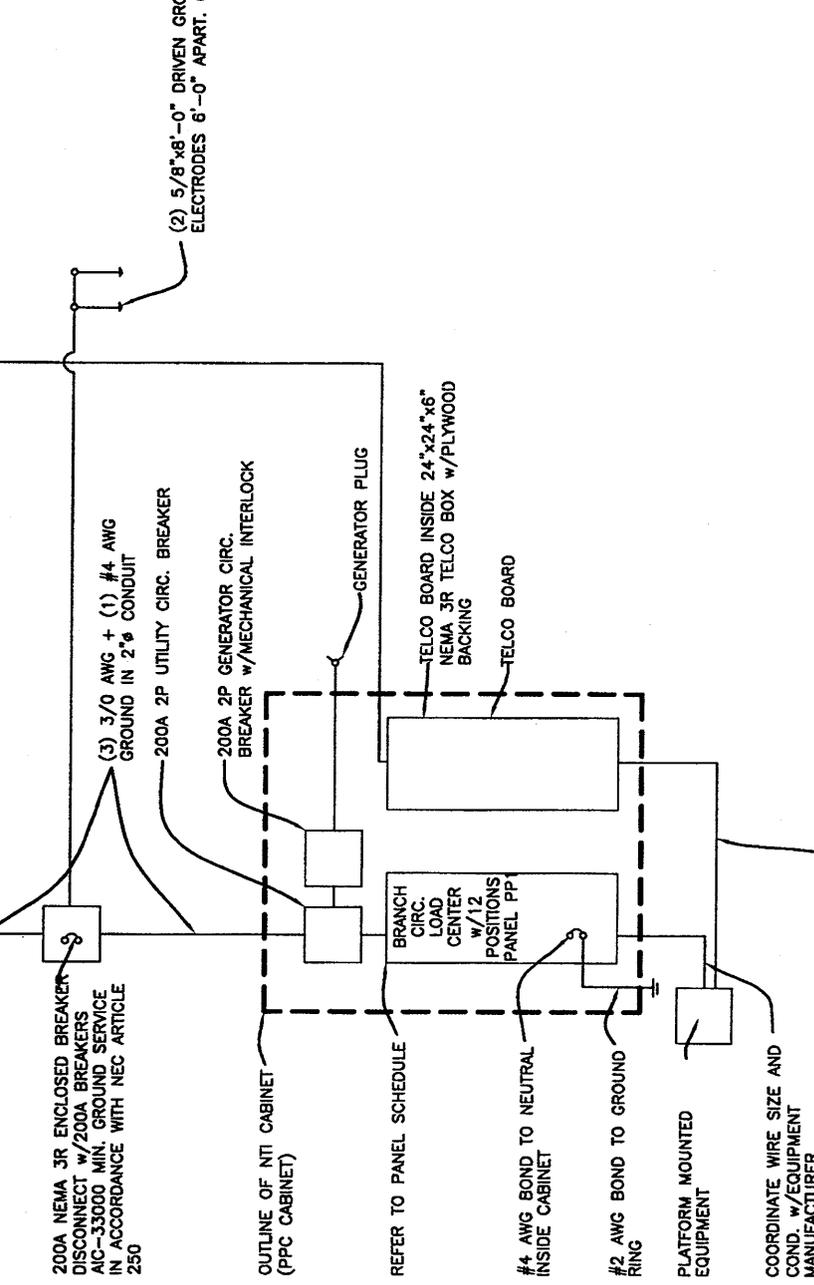
N (IF REQUIRED)



UTILITY WARNING TAPE

BACKFILL (SAND OR NATIVE SOIL) PER EARTHWORK SPECIFICATIONS

SEPARATION DIMENSIONS TO BE VERIFIED WITH LOCAL REGULATORY REQUIREMENTS



GROUNDING NOTE: IN ADDITION TO POWER SERVICE GROUNDING AS REQUIRED BY NEC CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND INSTALL ALL SURGE AND LIGHTING PROTECTION AS REQUIRED AND SPECIFIED BY METRO-PCS.

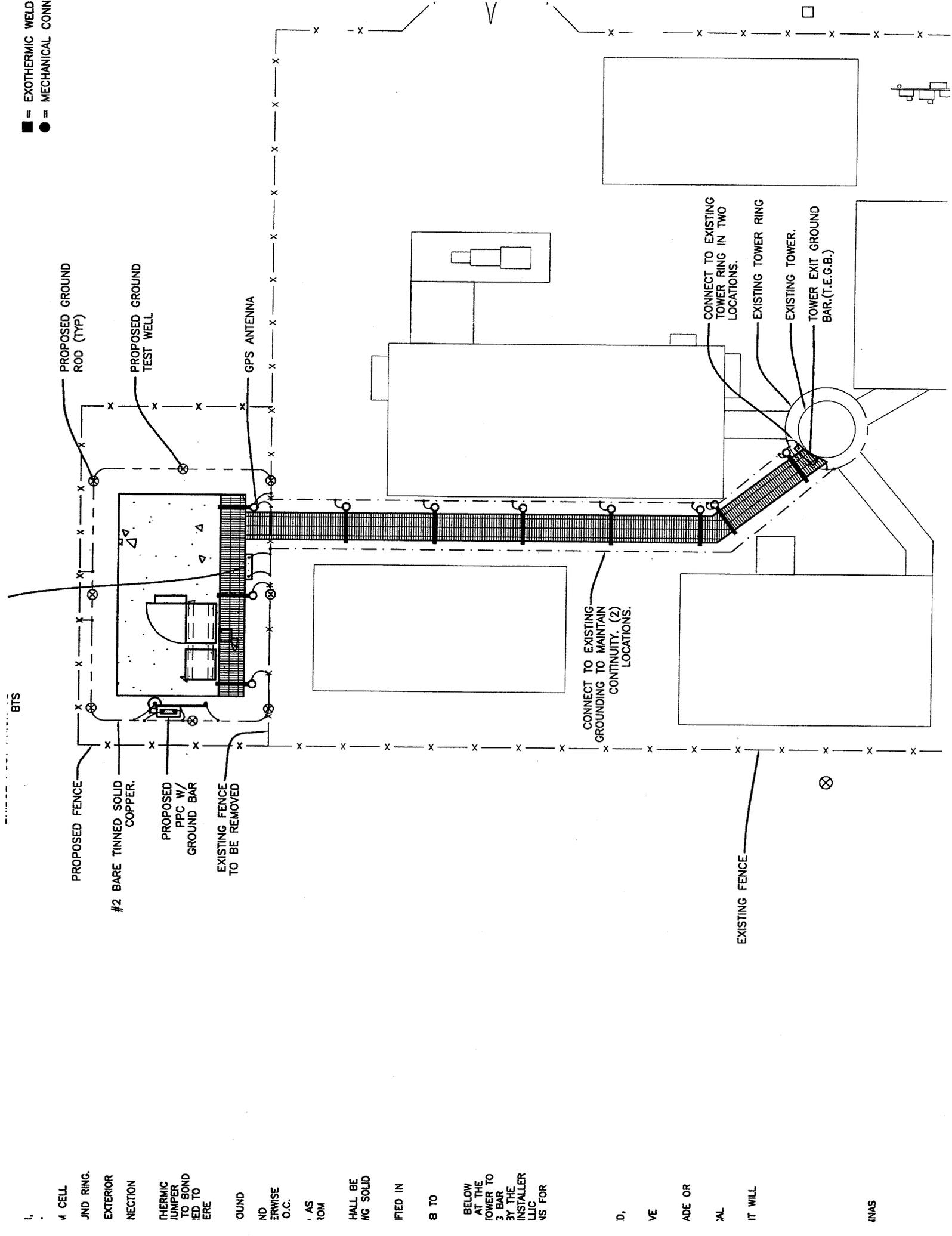
2" w/PULLSTRING FOR RBS. SEAL END OF CONDUIT FROM WATER PENETRATION

2 ONE LINE DIAGRAM SCALE: NTS

PANEL SCHEDULE.

PROS.	SERVING	BREAKER	WIRE SIZE AND TYPE	LOAD		SERVING	BREAKER	WIRE SIZE AND TYPE
				A	B			
1	LUCENT EQUIPMENT	100A-2P	2-#3 THHN + #6 GRD 1-#3 THHN NEUTRAL	4800	4800	2	BTS SPARE	
3						4		
5	EXTERIOR GF OUTLET	15A	2-#14 THHN + #12 GRD	360		6	SPARE	
7	SURGE PROTECTOR	30A	2-#10 THHN + #12 GRD			8		
9	BLANK					10	SPARE ARRESTOR	
11	BLANK					12		
				TOTAL	TOTAL			2- #6 THHN + #8 GRD

■ = EXOTHERMIC WELD
● = MECHANICAL CONNECTION



BTS

PROPOSED GROUND ROD (TYP)

PROPOSED GROUND TEST WELL

GPS ANTENNA

CONNECT TO EXISTING TOWER RING IN TWO LOCATIONS.

EXISTING TOWER RING

EXISTING TOWER.

TOWER EXIT GROUND BAR.(T.E.G.B.)

CONNECT TO EXISTING GROUNDING TO MAINTAIN CONTINUITY. (2) LOCATIONS.

PROPOSED FENCE

#2 BARE TINNED SOLID COPPER

PROPOSED PPC W/ GROUND BAR

EXISTING FENCE TO BE REMOVED

EXISTING FENCE

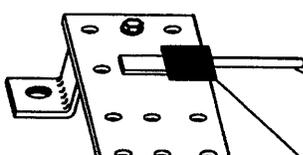
1. CELL
2. WIND RING.
3. EXTERIOR SECTION
4. THERMIC JUMPER TO BOND TO BOND HERE
5. GROUND
6. AND OTHERWISE O.C.
7. AS FROM
8. HALL BEING SOLID
9. IDENTIFIED IN
10. B TO
11. BELOW AT THE TOWER TO 3 BAR BY THE INSTALLER
12. US FOR
13. D,
14. VE
15. ADE OR
16. AL
17. IT WILL
18. INAS

WELD (TYPE VS) WIRE GRADE TO #2

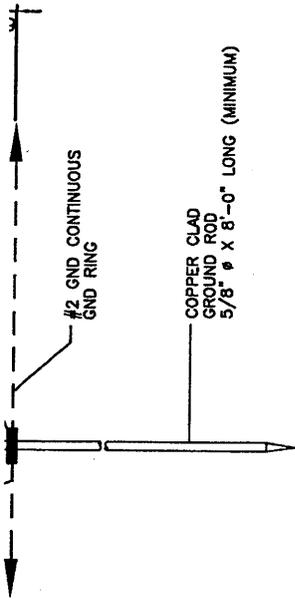
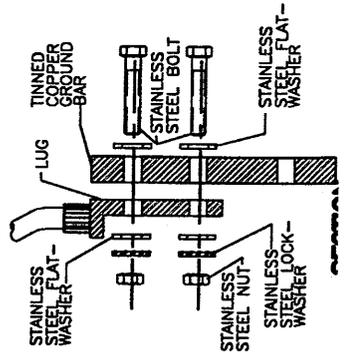
TINNED SOLID COPPER WIRE TO EXTERIOR RING

AT EACH CORNER AND POST SHALL BE BONDED TO RUN OF FENCE.

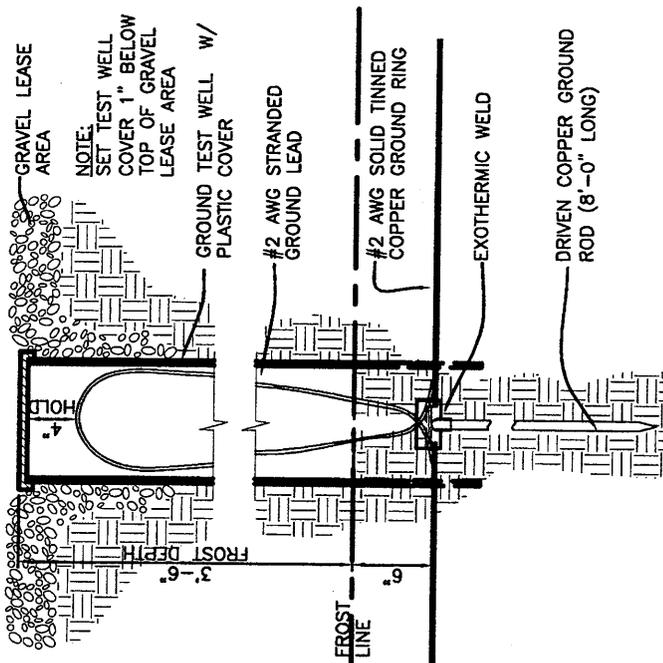
4. 5/8" - 11 X 1" M.M.C.S. BOLTS NEWTON CAT. NO. - 3012-1 OR APPROVED EQUAL.
 5. COAT ALL SURFACES W/ "KOPER SHIELD" BEFORE MATING.
 6. ALL HARDWARE TO BE STAINLESS STEEL UNLESS OTHERWISE INDICATED.
- *NUTS TO FACE OUT*



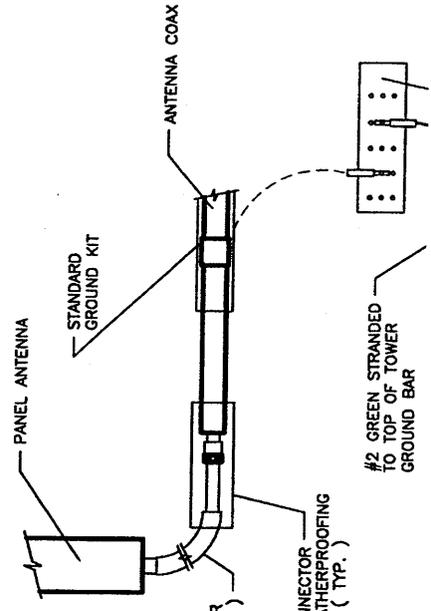
TO BE WOUND WIRE (PER TINNED) RING



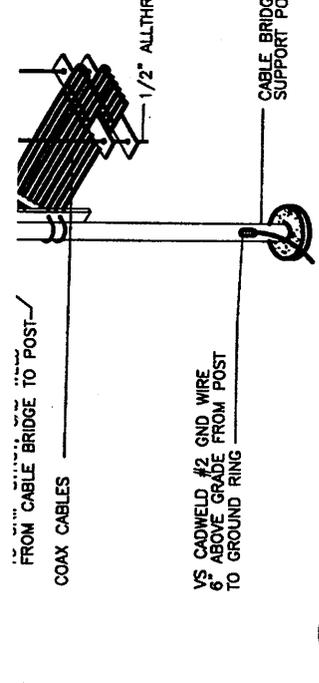
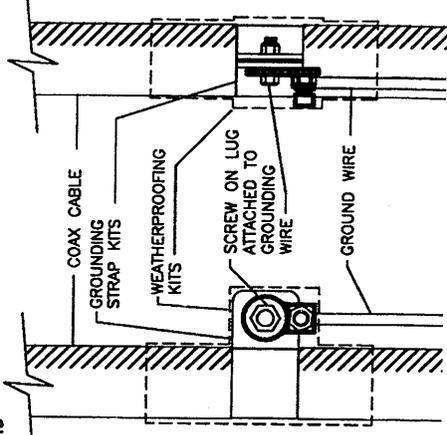
6 TYPICAL GROUND ROD DETAIL SCALE: NTS



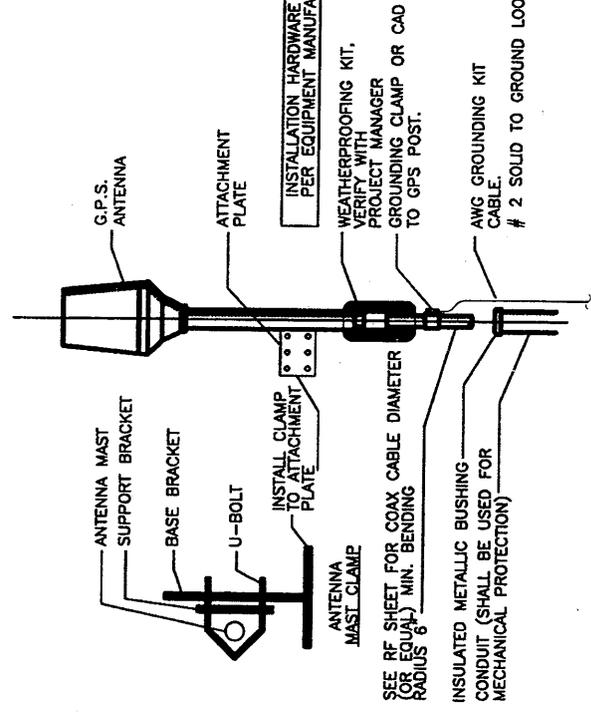
5 TEST WELL DETAIL SCALE: NTS



2 GPS MOUNTING AND GROUNDING SCALE: NTS



3 COAX CABLE BRIDGE GROUNDING SCALE: NTS



SEE RF SHEET FOR COAX CABLE DIAMETER (FOR EQUAL MIN. BENDING RADIUS) INSULATED METALLIC BUSHING CONDUIT (SHALL BE USED FOR MECHANICAL PROTECTION)

2 GPS MOUNTING AND GROUNDING SCALE: NTS



AMERICAN TOWER™
CORPORATION

VIA OVERNIGHT MAIL

December 5, 2006

Village of Spring Lake
Attn: Village Manager
102 W. Savidge Street
Spring Lake, MI 49456

RE: American Tower* - Request for consent to sublease
Site #81316; Spring Lake MI

Dear Property Owner:

The purpose of this letter is to request your consent to a proposed sublease between **T-Mobile** and **American Tower** at American Tower's communications tower located on your property. American Tower will continue to be responsible for performance of all obligations under the lease with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 781-926-4932.

Thank you for your attention to this matter.

Sincerely,

Maria Atsiknoudas
Paralegal, Land Management
American Tower Corporation

I acknowledge and agree to a sublease between T-Mobile and American Tower at the aforementioned communications tower. This consent shall apply to any and all approvals and notices related to the sublease of T-Mobile at the tower site including, but not limited to, notice of construction, construction approvals and approval of the sublease.

WITNESS Maribeth Lawrence
Clerk/Treasurer

NAME William Filber
Village President
1/17/07

DATE

* American Tower shall be defined to include any of its affiliates, subsidiaries, successors and/or assigns



September 2, 2014

Terms of Agreement

* Our signatures below acknowledge that these are the business terms upon which this transaction will be completed. However, the terms of this agreement are subject to due diligence and final Underwriting commitment by Unison, and receipt by Unison of all required documentation, including but not limited to the complete Carrier lease(s), proof of scheduled monthly rent(s), escalator(s), and Carrier(s). By signing and dating below, Unison will endeavor to close this transaction within 90 days of the date of your acceptance of these business terms. The terms of this agreement will expire in six (6) months unless extended by mutual consent.

* When used herein, the terms Unison and Site Owner shall refer to Unison and the Site Owner and their respective successors and/or assigns.

Site #: 268504

Site Address: 50 S 375 W, Lagrange, IN

Purchaser: Unison Site Management, ("Unison")

Seller ("Site Owner"): Village of Spring Lake

Tenant/Carrier(s): American Tower w/Verizon, AT&T, Metro PCS and iPCS

Current Rent: \$1439.99/Monthly

Purchased Rent: \$1439.99

Escalator: 20% term

Term of Easement Purchased: 40 years*

Easement Area: Ground space around the tower described by existing wireless service provider leases including footprints and access and utility easements.

Other Transactional Terms: *Unison will receive the currently scheduled rent stream (including escalators) for the term of the easement, and agrees that for all rent over and above this amount received on the cell site, Site Owner will collect 50% and Unison will collect 50%.

Purchase Price: \$207,358.00

The purchase price shall be the gross purchase price from which will be netted:

- *Pro-rated rent for the remainder of the month of closing plus the next two months (Site Owner shall be entitled to cash and retain the rent check(s) for the pro-rated periods);*
- *Title company escrow, search and premium fees for the Owner's form policy to be provided to Unison; and*
- *Transfer taxes (if any).*

Offer Expiration Date: 10/10/2014

Site Owner Signature and date:



October 22, 2014

11900 West Olympic Blvd., Suite 400
Los Angeles, CA 90064
Phone: 310-481-8786 / 877-887-1777
Fax: 310-481-8701 / 866-448-1281

PI T10 4987 *****AUTO**MIXED AADC 926
ROGER BELKNAP
VILLAGE OF SPRING LAKE
102 W SAVIDGE ST STE 2
SPRING LAKE, MI 49456-1696



Your lucky number: **CO14074-LTL04**

Hello!

It looks like your property is eligible to “win the lottery again”!

You’ve already won once by getting a cell site on it. With Wireless Capital Partners, you can win the lottery again and again. How?

- Sell your wireless lease to us for 10 years again and again, profiting each time, OR
- Get the greatest amount of cash for your lease by selling for 99 years, OR
- Choose you own term, anywhere from 10 to 99 years!

Contact us to learn more about these winning options.

Here’s your lucky number: **CO14074-LTL04**.

Call **877-887-1777** or email leaseoptions@wirelesscapital.com *right away*, and we’ll tell you how much you can “win” from a lease sale.

Wishing you good fortune,

A handwritten signature in black ink, appearing to read "Matt Scott".

Matt Scott
Senior Managing Director of Acquisitions

P.S. To learn more about Wireless Capital Partners and our programs, please visit www.wirelesscapital.com.

**BYLAWS
DOWNTOWN DEVELOPMENT AUTHORITY
VILLAGE OF SPRING LAKE**

Article 1 Purposes and Powers

Section 1: Purposes

The Downtown Development Authority is organized pursuant to Chapter 58, Article 2 of the Code of Ordinances (the "Code") adopted by the Village of Spring Lake and Act 197 of the Public Acts of 1975 for the State of Michigan (the "Act"). The Authority shall seek to fulfill the purposes listed in the Code and shall provide for the ongoing maintenance, promotion, security, and continued operation of the downtown district.

Section 2: Powers

The Authority holds all of the powers granted by the Code and the Act now or hereafter conferred by law on Authorities organized under the Act.

Article 2 Board of Directors

Section 1: General Powers

The Authority shall be under the supervision and control of a Board of Directors who may exercise all of the powers provided under the Code and the Act.

Section 2: Number, Tenure, and Qualifications

The Board of Directors shall consist of no more than nine persons, including A representative of the Village Council, each appointed for four years. In addition to the Council representative, a maximum of two members may have no interest in property in the downtown district. At least one member shall be a resident of the downtown district. Before assuming the duties of office, a member shall qualify by taking the constitutional oath of office. Members of the board shall continue in office until a successor has been appointed.

Section 3: Selection of Board Members

The President of the Village Council, with the advice and consent of the Village Council, shall appoint the members of the board. If a vacancy is created by death, resignation, or removal of a member, a successor shall be appointed within 30 days by the President, with the advice and consent of the Village Council, to hold office for the remainder of the term so vacated.

Section 4: Compensation of Members

Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

Section 5: Removal

Pursuant to proper notice and an opportunity to be heard, a member may be removed from office for cause by a majority vote of the Village Council. Sufficient cause for removal includes, but is not limited to, neglect of duty, nonattendance at meetings, or loss of status conferred by an interest in the downtown district.

Section 6: Disclosure of Interest

A board member who has a potential conflict of interest regarding any matter before the Authority shall disclose the interest prior to any action by the Authority with respect to the matter. The disclosure shall become a part of the record. Any member making such disclosure shall then refrain from participating in the Authority's decision making process relative to the matter, unless the Authority votes affirmatively that there is no conflict.

Article 3 Officers

Section 1: Election and Tenure

The officer of the Authority shall be a chairperson and vice-chairperson; and shall be elected by the board of directors at a regular meeting and each annual meeting thereafter. An officer shall serve a term of one year and until a successor has been elected. No term of office shall extend beyond the membership term of the member.

Section 2: Vacancies and Removal

A vacancy may be filled by the President of the Village Council, with the advice and consent of the Council. An officer may be removed at any time by majority action of the board, or by majority action by the Village Council.

Section 3: Chairperson

The chairperson shall preside at meetings of the board and shall perform such duties as may be assigned from time to time by the board.

Article 4 Meetings

Section 1: Annual Meeting

The first meeting of each calendar year shall be the annual meeting. Officers of the board shall be elected at the annual meeting. If, for any reason, election of officers should not occur at the annual meeting, the board shall elect officers at a regular or special meeting within ninety days.

Section 2: Regular Meetings

Regular meetings of the board shall be held at a time and place set by the board. At a minimum, a meeting shall be held in each quarter.

Section 3: Special Meetings

Special meetings shall be held whenever called by the chairperson or any three members of the board upon eighteen hours written notice of the time and place of the meeting.

Section 4: Notice of Meetings

All meetings shall be preceded by public notice posted a minimum of eighteen hours prior to the meeting in accordance with Act 267 of the Public Acts of 1976, as amended (the Open Meetings Act).

Section 5: Agenda

An agenda shall be prepared for all meetings and copies provided to the Authority members at least 18 hours prior to the meeting. Any member of the Authority may place an item on the agenda.

Section 6: Quorum and Voting

More than 50% of the members of the board shall constitute a quorum. The vote of the majority of the members present at the meeting at which a quorum is present shall constitute the action of the board unless the vote of a larger number is required by statute or elsewhere in these bylaws.

Section 7: Order

Robert's Rule of Order will guide the conduct of all meetings.

Section 8: Open Meetings

All meetings of the Authority shall be open to the public in accordance with Public Act 267 of 1976.

Article 5 Fiscal Year, Budget, Financial Reports

Section 1: Fiscal Year

The fiscal year of the Authority shall be the same as the fiscal year of the Village.

Section 2: Adoption of a Budget

The board shall annually prepare a budget and shall submit it to the Village Council on the same date that the recommended budget for the Village is required. The board shall not finally adopt a budget for any fiscal year until it has been approved by the Village Council. The board may temporarily adopt a budget in connection with the operation of any improvements which have been financed by revenue bonds where required to do so by the Code authorizing the bonds.

Section 3: Audit and Financial Reports

The Authority shall submit financial reports to the Village Council at the same time and on the same basis as departments of the Village are required to submit reports. The Authority shall be audited at the same frequency and by the same independent auditors auditing the Village. Copies of the audit report shall be filed with the Village Council. As

required by the Act, the financial records of the Authority shall always be open to the public.

Article 6 District Boundaries

The Authority shall exercise its powers within the DDA District of the Village of Spring Lake as designated in the Code establishing the Authority as the Code may be amended from time to time.

Article 7 Miscellaneous

Section 1: Books and Records

The Authority shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members, board, and committees having any of the powers of the board, and shall keep at the principal office a record of the names and addresses of members entitled to vote. All books and records of the Authority shall be open to the public.

Section 2: Offices

The Authority may establish an office, or offices, as the board may determine, or as the affairs of the Authority may require.

Article 8 Amendments to the Bylaws

Section 1: Amendments

The board shall have power to make, alter, or amend the bylaws in whole or in part, to be effective upon approval of the Village Council.

Section 2: Temporary Bylaws

Until these bylaws shall become effective upon approval of the Village Council, these bylaws shall be temporary bylaws for the Authority.

Motion by:

Second by:

VOTES: Yes:

No:

Absent:

DATE:

Jim MacLachlan, Village President

, Chairperson

2015 VILLAGE OF SPRING LAKE BOARDS/COMMISSIONS MEETING DATES

Village Council Work Session 7:00 p.m. Village Hall	Village Council Regular Meetings 7:00 p.m. Barber School	CBDDA 7:30 a.m. Village Hall	Parks & Recreation 7:00 p.m. Village Hall	Planning Commission 7:00 p.m. Barber School	Zoning Board of Appeals* 7:00 p.m. Barber School	Historic Commission 6:00 p.m. Village Hall	Harbor Transit 5:30 p.m. Varies	Police Commission 5:30 p.m. Varies
01/12/15	01/19/15	01/08/15	01/05/15	01/27/15	01/13/15	01/07/15	01/28/15	01/21/15
02/09/15	02/16/15	03/12/15	02/02/15	02/24/15	02/10/15	02/04/15	GH	FCH
03/09/15	03/16/15	05/14/15	03/02/15	03/24/15	03/10/15	03/04/15	03/25/15	
04/13/15	04/20/15	07/09/15	04/06/15	04/28/15	04/14/15	04/01/15	SLV	SLVH
05/11/15	05/18/15	09/10/15	05/04/15	05/26/15	05/12/15	05/06/15	05/27/15	
06/08/15	06/15/15	11/12/15	06/01/15	06/23/15	06/09/15	06/03/15	GHCT	FCH
07/13/15	07/20/15		07/06/15	07/28/15	07/14/15	07/01/15		
08/10/15	08/17/15		08/03/15	08/25/15	08/11/15	08/05/15		SLVH
09/14/15	09/21/15		09/08/15	09/22/15	09/08/15	09/02/15		
10/12/15	10/19/15		10/05/15	10/27/15	10/13/15	10/07/15		FCH
11/09/15	11/16/15		11/02/15	11/24/15	11/10/15	11/04/15		
12/14/15	12/21/15		12/07/15	12/15/15	12/08/15	12/02/15		SLVH

**Meets on an "as needed" basis. Check website and Facebook for cancellations.*



SPRING LAKE FIRE DEPARTMENT

2015 BUSINESS PLAN

A Vision statement indicates how an organization views its ideal, or ultimate goal. The Spring Lake Fire Department has established the following vision statement:

The Spring Lake Fire Department is recognized as providing excellent service by being effective, efficient and safe.

A Mission statement assists an organization in communicating what it does, who it serves and why it does so. The Spring Lake Fire Department has established the following mission statement:

The Spring Lake Fire Department is committed to providing a high level of service to the citizens, workers, and visitors of Spring Lake Township and the Village of Spring Lake. We protect lives and preserve property through fire suppression, emergency medical services, fire prevention, public education, and disaster management.

Core Values are the guiding principles that an organization and its people stands for. The Spring Lake Fire Department has established the following core values:

Safety

We strive to protect the lives and well-being of our members and community.

Professionalism

We are dedicated, compassionate, and act with integrity.

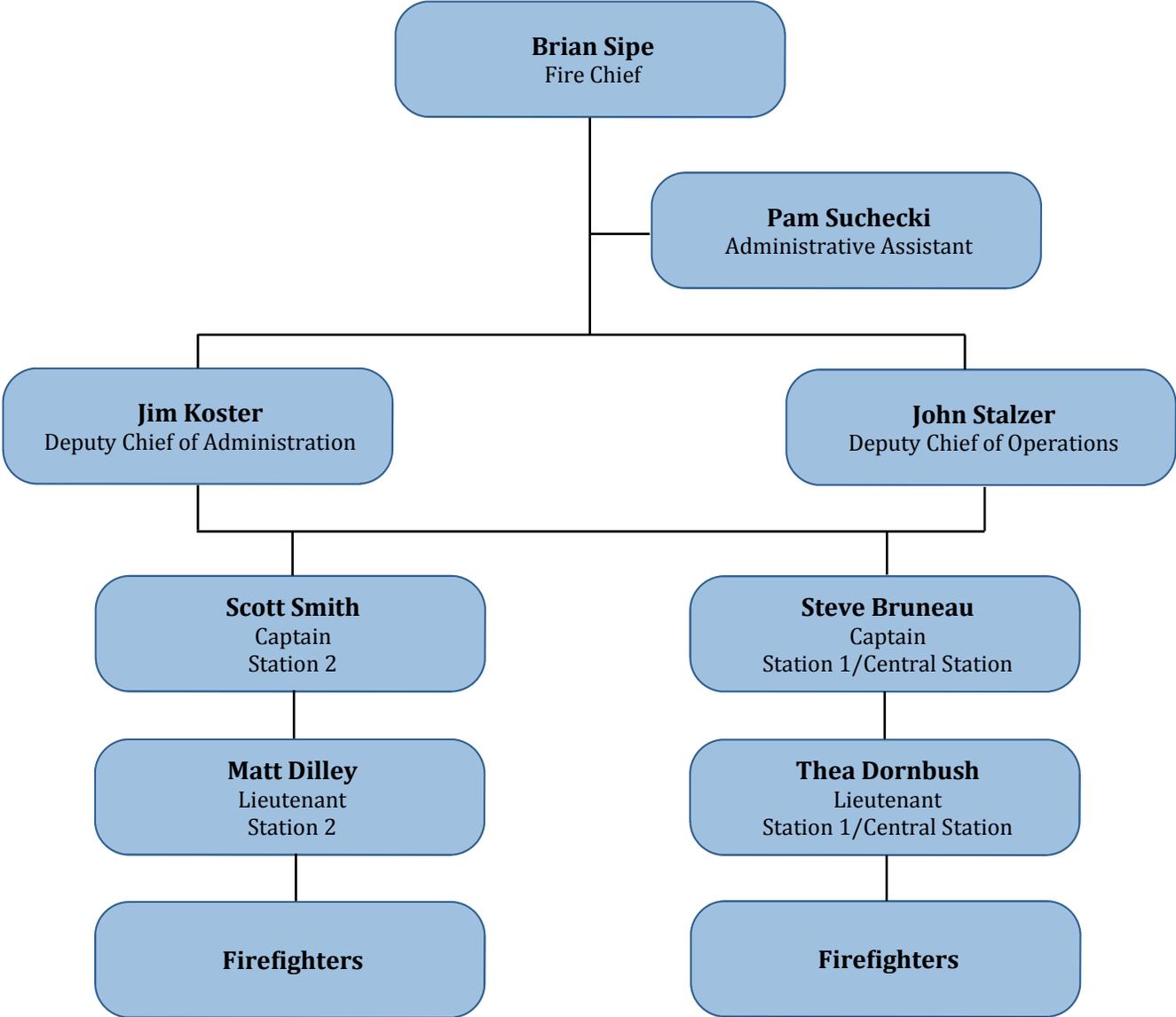
Respect

We will treat everyone with dignity and empathy.

Innovation

We are open to new ideas and positive change.

SPRING LAKE FIRE DEPARTMENT ORGANIZATIONAL CHART



OBJECTIVES, DELIVERABLES, OUTPUTS, AND OUTCOMES

While goals are relatively static in nature, the objectives that assist in accomplishing the goals are likely to change annually. Deliverables are items that give further meaning and substance to an objective. Outputs are specific items of action and outcome indicators are a measure of success, demonstrating the impact of actions conducted to achieve goals and objectives.

The Spring Lake Fire Department examined the strengths, weaknesses, opportunities, and threats affecting the department as a whole. The items in each category are not ranked by importance, nor is this intended to be an all-inclusive list. In addition, the items identified provide a view of potential issues that may impact the environment in which the Department provides services in the near- or long-term future.

STRENGTHS

- Leadership
- People
- Equipment
- Training
- Support from township board and leaders
- Open house
- Open to change, see the new and be innovative
- Relationships with neighboring communities
- Safety
- Special Assessment District funding
- Professionalism
- Mix of personnel in terms of age, abilities and talents
- System of accountability
- Facilities
- Community education

OPPORTUNITIES

- Update SOG's
- Organizational clarity
- Grants
- Health/wellness programs
- Community interaction/marketing/communication
- Improve fire inspection program
- East side facility, from 2 to 1
- Use of technology, paperless?
- MIOSHA standards
- Report improvements; in field, technology, self-reporting
- Quality Assurance on fire and EMS reports
- After action reviews
- Education, staff understanding of governance and financing
- Diversify/develop relationships with neighboring communities
- Becoming advanced life support
- Full-time Department and/or coverage improvement
- Protocol and support for officers having time away
- North Bank ambulance
- ISO improvements
- Training facility, practice fires
- Recruitment and retention
- High schools as educational opportunities
- Training Program, more focused and consistent, proficiency-based
- Acknowledge/celebrate staff
- Learn to manage priorities, "hedgehog principle"
- Recognize tradition of fire service
- Create environment that those that leave come back to visit

- Need to update SOG's
- Lack of recruitment/retention
- Lack of health/wellness program
- Challenging geography; spread out by lake, highway, stations
- Lack of knowledge by firefighters on reporting
- Communication
- Participation by personnel
- Defining expectations/roles
- Time management
- Facilities
- Response times
- Community perception, lack of understanding and knowledge
- Availability of staffing at certain times
- Lack of a clear plan
- Execution of a plan
- Consistency
- Lack of fire incidents

- Changing ability of part-time/on-call, ability to find future staffing
- Shrinking tax base and impact on funding
- Bad press
- Village choices, going with City of GH for public safety
- Possible loss of ambulance service/increase in ambulance response times
- Loss of cooperation with neighboring communities
- Keep "getting things done" with less catches up
- Politics—changing views of the Board
- Economics, operations become too expensive
- Changing construction methods for buildings and homes
- Life balance "choices" for individual members
- Medical changes and keeping up with training
- Volume and age of population
- Adjustments to leadership changes in the department
- Hazardous materials in growing populated area
- Demand from others in mutual aid and automatic aid
- Failing to recognize if department is not able to deliver the same level of service

WEAKNESSES

THREATS

GOAL 1: TO CONTINUALLY IMPROVE THE DEPARTMENT'S OPERATIONS.

Output

Outcome Indicator

Objective 1: Maintain and improve existing **Standard Operating Guideline's (SOG's)**.

- Perform a needs assessment to identify what SOG's are needed and whether existing SOG's meet department needs.
- Provide an updated and easier to use format.
- Provide a process for periodic review.
- Coordinate with neighboring fire department's to provide consistency.
- Identify and incorporate laws, regulations and standards from local, state and federal levels (i.e. MIOSHA Standards, NFPA, Ottawa County, etc.)
- Examine how each SOG relates or fulfills the departments mission statement.

Obtain and review current SOP's with Ferrysburg and Crockery fire departments.
 Establish consistent format.
 Train staff on SOG's

The SOG's are implemented and become second nature to department personnel.

Objective 2: Maintain or improve current **ISO rating** of '5'.

- Identify areas for improvement from past ISO evaluation.
- Review revised Fire Suppression Rating Schedule (FSRS).
- Monitor and identify any threats or implications that would negatively impact the ISO rating.
- Develop strategies to incorporate ISO standards in to department best practices or SOG's.
- Identify if there are any specific needs or circumstances in the Township or Village that will affect ISO rating.

Revised Fire Suppression Rating Schedule (FSRS) is reviewed, new items are identified and considered to be part of department operations.
 Most recent ISO evaluation is reviewed and areas for improvement are identified.
 Areas that require minimum (3) years of documentation are identified and incorporated into department best practices.

The ISO rating is maintained, at a minimal, as a '5' at the next evaluation period.

WHAT WILL WE DO TO GET THERE?

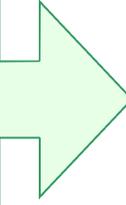
GOAL 2: TO CONTINUALLY EVALUATE STAFFING NEEDS, OPPORTUNITIES AND WELFARE.



WHAT WILL WE DO TO GET THERE?

Objective 1: Establish firefighter recruitment plan.

- Identify current trends of recruitment locally and nationally
- Evaluate the use of marketing SLFD in various forms and media
- Utilize the U.S. Fire Administration text *Retention and Recruitment for the Volunteer Emergency Services—May 2007*
- Identify a means of finding candidates who are either qualified and/or would be well suited within the SLFD organization.

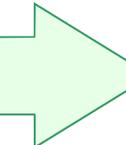


Review USFA text on recruitment and other established programs.
 Research the impact of technology and social media on recruiting and associated costs.
 Implementation of plan.

Spring Lake Fire Department is recognized as an organization that people want to come to work for.

Objective 2: Establish firefighter retention plan.

- Identify current trends of retention locally and nationally
- Utilize the U.S. Fire Administration text *Retention and Recruitment for the Volunteer Emergency Services—May 2007*
- Identify current benefits that SLFD provides employees
- Address the changing paid-on-call environment

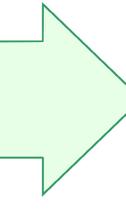


Review USFA text on retention and other established programs.
 Perform survey of current members based on SWOT format.
 Incorporate existing SLFD benefits into plan.
 Implementation of plan.

The fire department is able to adapt to the changing paid-on-call environment, allowing current members to want to stay involved and remain on the department.

Objective 3: Develop Health and Wellness Program.

- Utilize NFPA Standards 1500, 1582 and 1583 for guidance in developing plan.
- Evaluate options to include fire department under Townships health and wellness program.
- Research possible relationships/partnerships with local health facilities.



Review pertinent NFPA standards for program guidance and identify associated costs for implementation.
 Establish program.

Regular program participation by firefighters.
 Cost savings related to workers compensation and occupational health.

GOAL 3: TO IDENTIFY CURRENT AND FUTURE CAPITAL NEEDS.



WHAT WILL WE DO TO GET THERE?

Objective 1: Continue to explore options and develop long-term plan for **Station 1.**

- Identify a fire station location that best serves the operations of the department and residents that we serve.
- Explore ISO implications for Township and Village related to various fire station locations.
- Design and locate a fire station that will meet the needs of the department and community for the next 50 years.
- Strive to consolidate stations, going from three (3) to two (2).

ISO and operational standards are used to identify best station location and design.
Programming needs of department are performed.
Work closely with Township and Village officials to facilitate station location and funding.

A fire station is constructed/renovated meeting our current and future needs.

Objective 2: Establish timetable and funding mechanism to **replace current SCBA's.**

- Identify grant options to assist with funding.
- Partner with neighboring department(s) for possible funding mechanisms or grant opportunities.
- Identify what other area departments are using for SCBA's.
- Strive for "alike" SCBA's with area departments.

Identify and work with other departments who need to replace SCBA's.
Explore various funding mechanisms.
Existing SCBA's are replaced.

SCBA's are purchased allowing for increased firefighter safety and better collaboration with neighboring departments.

Objective 3: Identify current and future needs of **Station 2.**

- Establish punch list of outstanding items that need to be finished inside and outside the station.
- Identify future uses for the back portion of the property.
- Address site concerns related to water and lighting.
- Address concerns of water infiltration in newer exterior walls.
- Identify training opportunities both inside and on the site.

Work list and associated costs are compiled.
Work list items are prioritized and work is completed.
Master Plan of use of the site is established.

Station 2 is viewed as not only a functional operating fire station but also an ideal training facility.

Objective 4: Establish timetable and options of replacing **1723.**

- Review past ISO evaluation to identify required pumping capacity for response area.
- Identify any Township and Village response needs or challenges.
- Review SLFD capital replacement plan to identify future purchases and potential financial impact.

ISO requirements are reviewed.
Community needs and challenges are identified.
Department needs and use of vehicle identified.

A vehicle is selected to meet the needs of the department and community for the next 20 years.

GOAL 4: TO MAINTAIN AND IMPROVE COMMUNITY AND NEIGHBORING FIRE DEPARTMENT RELATIONSHIPS.

Output

Outcome Indicator

Objective 1: Continue to maintain and improve **community education**.

- Continue CPR program.
- Maintain and evaluate fire extinguisher training program.
- Maintain and evaluate fire prevention in schools.
- Identify new or expanded educational topics to be delivered.

Customer feedback is provided for the various programs identifying strengths and opportunities.
Community assessment performed to identify education topics and focus.

Education is delivered to meet the needs of the community and adapted to changing environments.

Objective 2: Maintain and expand on opportunities for **cooperation and collaboration** with local fire departments and agencies.

- Work with North Bank fire departments (Crockery, Ferrysburg, Spring Lake) to identify equipment and staffing needs.
- Examine training opportunities with Ottawa and Muskegon County fire departments.
- Evaluate possibilities of group purchasing of equipment, vehicles, etc. with Ottawa and Muskegon County fire departments.
- Examine training opportunities with various agencies (i.e. Ottawa County Sheriff, NOCH EMS, etc.).

Agency leaders meet periodically to identify various department needs and opportunities.
Promote short and long range planning to identify opportunities.

The Spring Lake Fire Department is recognized as being open minded and accepting for opportunities of cooperation and collaboration.

ASSIGNED RESOURCES AND DEADLINES

Once objectives, deliverables and outputs have been established, it is important to assign deadlines and resources to ensure that the plan activities are completed.

**Spring Lake Fire Department
Business Plan: Deadlines and Resources**

	Projected Completion	Lead/People Assigned
Goal 1: To Continually Improve the Department's Operations.		
Objective 1: Maintain and improve existing Standard Operating Guidelines (SOG's).		
Obtain current SOP's from Ferrysburg and Crockery fire departments	xx/xx/2015	SLFD
Review all SOP's and coordinate a meeting with Ferrysburg and Crockery to identify changes/additions	xx/xx/2015	SLFD
Establish consistent format	xx/xx/2015	SLFD
Train staff on SOG's	xx/xx/2015	SLFD
Objective 2 : Maintain or improve current ISO rating of '5'.		
Review revised Fire Suppression Rating Schedule (FSRS)	xx/xx/2015	SLFD
Review past ISO evaluation and identify areas for improvement	xx/xx/2015	SLFD
Identify areas that require a minimum (3) years of documentation and incorporate into department best practices	xx/xx/2015	SLFD
Goal 2: To Continually Evaluate Staffing Needs, Opportunities and Welfare.		
Objective 1 : Establish firefighter recruitment plan.		
Review USFA text <i>Retention and Recruitment for the Volunteer Emergency Services - May 2007</i> and research other existing programs.	xx/xx/2015	SLFD
Research and identify the impact and use of technology and social media for recruiting.	xx/xx/2015	SLFD
Develop plan.	xx/xx/2015	SLFD
Identify potential costs for establishing a plan.	xx/xx/2015	SLFD
Plan is implemented.	xx/xx/2015	SLFD
Objective 2 : Establish firefighter retention plan		
Review USFA text <i>Retention and Recruitment for the Volunteer Emergency Services - May 2007</i> and research other existing programs.	xx/xx/2015	SLFD
Identify current benefits SLFD provides employees.	xx/xx/2015	SLFD
Survey current members based on a SWOT format.	xx/xx/2015	SLFD
Develop plan.	xx/xx/2015	SLFD
Plan is implemented	xx/xx/2015	SLFD
Objective 3 : Develop Health and Wellness Program.		
Review NFPA Standards 1500, 1582 and 1583 for program guidance.	xx/xx/2015	SLFD
Identify potential costs for establishing a program.	xx/xx/2015	SLFD
Develop program.	xx/xx/2015	SLFD
Program is implemented.	xx/xx/2015	SLFD

**Spring Lake Fire Department
Business Plan: Deadlines and Resources**

	Projected Completion	Lead/People Assigned
Goal 3: To Identify Current and Future Capital Needs.		
Objective 1: Continue to explore options and develop long-term plan for Station 1.		
Identify ISO and operational standards to identify proper station location.	Completed	Brian
Conduct programming needs of the fire department.	Completed	Brian
Work closely with Township and Village officials to facilitate location and funding.	Ongoing	Brian
Objective 2: Establish timetable and funding mechanism to replace current SCBA's.		
Identify area departments needing to replace their SCBA's.	xx/xx/2015	SLFD
Examine various funding mechanisms.	xx/xx/2015	SLFD
Replace existing SCBA's	12/31/15	SLFD
Objective 3: Identify current and future needs of Station 2.		
Establish work list of outstanding items to be completed and associated costs.	xx/xx/2015	Jim/Matt
Work list is prioritized and items are scheduled and completed.	xx/xx/2015	SLFD
Establish Master Plan of use of the site.	xx/xx/2015	John
Objective 4: Establish timetable and options of replacing 1723.		
ISO requirements for pumping capacity is reviewed.	xx/xx/2015	SLFD
Identify community needs and challenges that could affect the use of a vehicle	xx/xx/2015	SLFD
Identify department needs in the use and type of vehicle	xx/xx/2015	SLFD
Goal 4: To Maintain and Improve Community and Neighboring Fire Department Relationships.		
Objective 1: Continue to maintain and improve community education.		
Obtain customer feedback on current programs to identify strengths and opportunities.	Ongoing	SLFD
Perform a community assessment to identify potential education topics and focus.	Ongoing	SLFD
Objective 2: Maintain and expand on opportunities for cooperation and collaboration with local fire departments and agencies.		
Agency leaders meet periodically to identify staffing and equipment needs and training opportunities.	Ongoing	SLFD
Promote short and long range planning amongst agencies to identify opportunities.	Ongoing	SLFD

VILLAGE OF SPRING LAKE

BUDGET PROCESS

The budget process, for staff, is a year-round endeavor. The first step in the annual budget process really begins after the Village receives the previous year's audited financial statement. The Clerk/Treasurer makes necessary updates/amendments to the actual cash balances of the various funds. Department Heads monitor their budget balances throughout the year and begin preparing for the next year's fiscal budget in January with the assistance of the Clerk/Treasurer/Finance Director. A proposed budget will be presented to the Village Council at the May meeting, where Department Heads will present their budgets to the Village Council and address any questions or concerns presented by Council. Once an agreement is reached on estimated revenues and expenditures, the proposed budget is made available to the public for their review. The Clerk/Treasurer/Finance Director then sets the public hearing for the June meeting. The final budget is adopted following the public hearing; at this time the annual millage rate is set and the rate schedule adopted. The new budget becomes effective on July 1, 2015.

	Task/Process	Completion Date
Step 1	Strategic Planning & Goal Setting (Al Vanderberg & Keith VanBeek)	02/07/15
Step 2	Budget Team Meeting Review Goals & Taxable Value Review Police Budget (207) & Central Equipment (661)	02/18/15
Step 3	Budget Team Meeting Review CBDDA (236)	02/25/15
Step 4	Budget Team Meeting Review Parks Budgets & Public Improvement (208) Review Major & Local Streets (202 & 203)	03/04/15
Step 5	Proposed Preliminary Budget to CBDDA	03/12/15
Step 6	Budget Team Meeting Review General Fund - Remaining Departments (101) Review Water & Sewer (590 & 591) Review Fees & Rates	03/12/15
Step 7	Budget Team Meeting Review Remaining Funds (230, 249, 296, 390) Review Fund Balances & Changes Review Preliminary Budget for Council Review Board of Review Changes for Taxable Values	03/25/15
Step 8	Budget Team Meeting Final Review Before Presentation to Council	04/04/15
Step 9	Proposed General Fund Budget to Council	04/13/15
Step 10	Set Public Hearing on Water/Sewer Rates & Fees	04/13/15
Step 11	Five-Year Capital Improvement Plan to Planning Commission	04/28/15
Step 12	Budget Team Meeting Discussion of Council & PC Revisions	04/30/15
Step 13	Proposed Final Budget to CBDDA	05/12/15
Step 14	Preliminary Budget Proposed to Council Water & Sewer Rates All Other Rates & Fees	05/19/15
Step 15	Set Public Hearing for Budget Adoption	05/19/15
Step 16	Final Budget to Council	06/08/15
Step 17	Council Review of Final FY14/15 Budget Amendments	06/08/15
Step 18	FY 15/16 Budget Adopted by Council¹ (Public Hearing)	06/15/15
Step 19	Council Approval of Final FY 14/15 Budget Amendments	06/15/15

¹ Budget must be adopted no later than June 15th, per Charter.

Spring Lake District Library Calendar of Events January 2015



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>Like us on Facebook Facebook.com/ SpringLakeDistrictLibrary</p> 	<p>Have questions or need more info? Call 616.846.5770</p>	<p>Follow us on Twitter Twitter.com/sldlibrary</p> 		<p>1  Library closed</p>	<p>2 Blizzard of Books Reading Club for Adults begins! Read books of your choice & earn prizes</p>	<p>3 Digital Media Lab: Green screen Photoshop GarageBand iMac & more!</p>
<p>4 Sunday hours 2-5 pm</p>	<p>5  Check out an iPad</p>	<p>6 7 pm Bedtime Storytime: Peek-a-Boo!</p>	<p>7 10 am Toddler Time: Bark George 4 pm LEGO Block Party</p>	<p>8 10:30 am Preschool Storytime: <i>Happy Moo Year!</i></p>	<p>9 10 am-2 pm Sign Up for Health Insurance 10:30 am Preschool Storytime: <i>Happy Moo Year!</i> 10 am iPads 101; pre- register please</p>	<p>10  <i>Computer tutor available by appointment</i></p>
<p>11 Sunday hours 2-5 pm</p>	<p>12 10 am SLDL Friends; newcomers welcome 4-5:30 Chess Club for Kids</p>	<p>13 7 pm Bedtime Storytime: <i>Milk & Cookies</i></p>	<p>14 9:30 or 10:45 am OAISD Play 'n Learn for ages 0-5 11 am SLDL eTeam @ Four Pointes Center for Successful Aging</p>	<p>15 10:30 am Preschool Storytime: <i>Snowy Fun</i> 2 pm Activities for People with Alzheimer's & Other Forms of Dementia</p>	<p>16 10 am Downloading eBooks; pre-register please 10:30 am Preschool Storytime: <i>Snowy Fun</i></p>	<p>17 1-4 pm Genealogy Workshop: bring your laptop or tablet for hands-on help with your research</p>
<p>18 Sunday hours 2-5 pm 3-4 pm Music by the Fireplace: <i>Steve Hilger Jazz Quintet</i></p> 	<p>19</p>	<p>20 6-7 pm <i>Courage in Action: MI Women in the Civil Rights Movement</i> 7 pm Bedtime Storytime: <i>Construction Zone</i></p>	<p>21 9:30 am OAISD Play 'n Learn ages 0-24 months 3:30-5 pm Teen 'Scape for ages 10-18</p>	<p>22 10:30 am Preschool Storytime: <i>Jump Around!</i> 5-8 pm SLDL Friends Book Sale; gently used books at bargain prices!</p>	<p>23 9:30-10:30 am Free Blood Pressure Clinic 9:30 am-5 pm SLDL Friends Book Sale 10:30 pm Preschool Storytime: <i>Jump Around!</i></p>	<p>24  9:30-4 pm SLDL Friends Book Sale</p>
<p>25 Sunday hours 2-5pm</p>	<p>26 7 pm Tools for Parents of Children with Anxiety; guest speakers Jan Esh & Steve Nauta</p>	<p>27 5:30-8 pm Wood- carving 101, part 1 of 2, \$5 fee & pre-registration required 7 pm Bedtime Storytime: <i>Let's Dance!</i></p>	<p>28 10 am Toddler Time: <i>Pete the Cat</i></p>	<p>29 10:30 am Preschool Storytime: <i>Sweet Treats</i> 5:30-8 pm Woodcarving 101, part 2 of 2; pre- registration needed</p>	<p>30 10:30 am Preschool Storytime: <i>Sweet Treats</i></p>	<p>31 <i>Blizzard of Books Jan. 2-March 14 sponsored by Friends of SLDL</i></p>



CROSSWINDS

WWW.SPRINGLAKEVILLAGE.ORG

WINTER 2015

Village Hall
102 W. Savidge
Spring Lake, MI
49456

P: 616-842-1393

F: 616-847-1393

- **Village Manager**
Chris Burns
- **Village President**
Jim MacLachlan
- **Council Members**
Dave Bennett
Bill Meyers
Mark Miller
Steve Nauta
Mark Powers
Scott VanStrate

Find us on Facebook!

Spring Lake Village



Now Accepting 2015 Reservations Tanglefoot Park & Mill Point Docks



The Village is currently accepting seasonal reservations for next summer. We are also accepting applications for dock rentals. If you, or someone you know, would be interested, please call Mary at 616-842-1393.

Rental Registration Time

Do you own a house or apartment that you use as a rental property? It's that time of year again when you are required to register your property with the Village. After the Village receives your registration, you will be contacted by the Inspector to schedule your inspection (if you are due). If you have questions regarding your property or have not received an application in the mail, please contact Maryann Fonkert at 616-842-1393 for assistance.

STREET LIGHT OUTAGE?

Is there a street light out or flickering in your neighborhood? Call Consumers Energy at 1-800-477-5050 to report it or go online www.consumersenergy.com.

Household Hazardous Waste

The Ottawa County Health Department has a Resource Recovery Service Center for the collection of household hazardous waste. For more information, call 616-393-5645 or visit www.miottawa.org.

Snow Removal

from Private Property

The Village needs your assistance to provide a more drivable and walkable community in the winter months, and more specifically, following snow storms. Please notify your plow driver that plowing snow across or onto public rights-of-way is prohibited by state law and local ordinance. Violation of the law may result in a ticket being issued. That ticket would be issued to the property owner in violation as the Village is not aware of who has been hired to remove snow from various properties. For copies of the law as it pertains to snow removal please contact Village Hall at 616-842-1393 or email Mary Paparella at mary@springlakevillage.org.

Banner Contest

The Village is partnering with Spring Lake District Library and the North Bank Community Fund to sponsor a banner contest related to tree preservation. If you have a child who is interested in participating in the contest, stop by SLDL or contact Elizabeth Griffin, Youth Services Librarian, at 846-5770 x 134 for details and an entry form.





Scholten Fant
Attorneys

Over 50 Years of Service

Robert E. Sullivan • rsullivan@scholtenfant.com • 616.842.3030 • Fax 616.846.6621
100 North Third Street, P.O. Box 454, Grand Haven, MI 49417
www.scholtenfant.com

January 5, 2015

Via Email and First Class Mail

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

Re: Amendments to the Spring Lake Development Plan and Tax Increment Financing Plan

Dear Ms. Burns:

You have requested information concerning the process to amend the Spring Lake Development Plan and Tax Increment Financing Plan. From our records, it would appear that this would be the fourth amendment to the Plan.

The first step in this process would be to formulate potential amendments to the Plan. It will also be necessary to include the 2014-2015 taxable value for the entities set forth in the Development Area. Once that information has been formulated, the proposed amendments will need to be reviewed by the Development Area Citizens Council and ultimately approved by the Village Council. It is our understanding that a Development Area Citizens Council has been established. If not, the procedure is as follows:

1. Review By Development Area Citizens Council. If there are 100 or more residents residing within the proposed development area, a development area citizens council must be established at least 90 days before the public hearing.
 - The development area citizens council would be established by the Village Council and consist of not less than nine members.
 - The members must be residents of the development area and must be appointed by the Village Council.
 - The members must be at least 18 years of age.

- The members must be representative of the development area.
- The development area citizens council acts as an advisory body to the DDA and the governing body in the adoption or amendment of the development or tax increment financing plans.
- Periodically a representative of the DDA responsible for preparation of the Plan shall consult with and advise the development area citizens council regarding the aspects of the Plan.
 - This includes consultation regarding the development of new housing for relocation purposes located either inside or outside of the development area.
 - The consultation should begin before any final decisions by the DDA and the Village Council regarding the Plan
 - The consultation shall continue throughout the preparation and implementation of the Plan or amendment to the Plan.
- Meetings of the development area citizens council must be open to the public.
 - Notice of meetings must be given by publication in a newspaper of general circulation not less than 5 days before the meeting.
 - A person present at those meetings shall have reasonable opportunity to be heard.
- A record of the meetings, including information and data presented, shall be maintained by the development area citizens council.
- The development area citizens council may request and receive from the DDA information and technical assistance relevant to the preparation of the Plan for the development area.
- Failure of a development area citizens council to organize or to consult with and be advised by the DDA, or failure to advise the Village Council, as provided in the DDA Act, shall not preclude the adoption of a development plan by a municipality if the municipality complies with the other provisions of the DDA Act.
- A development area citizens council may not be required and, if formed, may be dissolved in any of the following situations:

- On petition of not less than 20% of the adult resident population of the development area by the last federal decennial or municipal census, a governing body, after public hearing with notice thereof given in accordance with the Act and by a 2/3 vote, may adopt an ordinance for the development area to eliminate the necessity of a development area citizens council.
 - When there are less than 18 residents, real property owners, or representatives of establishments located in the development area eligible to serve on the development area citizens council.
 - Upon termination of the authority by ordinance of the governing body.
2. Governing Body Must Hold a Public Hearing. After the review by the development area citizens council, the Village Council must conduct a public hearing on the proposed amendments to the plan.
- a. Notice of Public Hearing. The Notice must provide:
 - the date, time, and place of public hearing;
 - a description of the boundaries of the proposed development area in relation to highways, streets, etc.;
 - a statement that maps, plats, and a description of the development plan, including the method of relocating families and individuals who may be displaced from the area, are available for public inspection at a place designated in the notice;
 - a statement that all aspects of the development plan will be open for discussion at the public hearing; and
 - other information that the governing body considers appropriate.
 - b. Publication of Notice. The Village Council must provide notice of the hearing at least 20 but not more than 40 days before the date of the hearing.
 - the notice must be published twice in a newspaper of general circulation; and
 - the notice must be posted in at least 20 conspicuous and public places in the proposed downtown district; and

- the notice must be mailed to all property owners/taxpayers of record in the proposed downtown district; and
 - certified mailing to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if a tax increment financing plan is approved must also be sent. This would include notice to members of the County Board of Commissioners, the Spring Lake and Ottawa Area Intermediate School Boards and the Spring Lake Township Board.
- c. Other Taxing Jurisdictions. Before holding the public hearing on the tax increment financing plan, the Village Council must provide a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture to meet with the Council.
- The Downtown Development Authority must fully inform the taxing jurisdictions of the fiscal and economic implications of the proposed development area.
 - The taxing jurisdictions may present their recommendations at the public hearing on the tax increment financing plan.
 - The Downtown Development Authority may enter into agreements with the taxing jurisdictions and the Village Council in which the development area is located to share a portion of the captured assessed value of the district.
- d. Public Hearing. At the public hearing, the Village Council must provide an opportunity for interested persons to be heard and must receive and consider communications in writing with reference to the development plan.
- The public hearing shall provide the fullest opportunity for expression of opinion, for argument on the merits, and for introduction of documentary evidence pertinent to the development plan.
 - The Village Council must make and preserve a record of the public hearing, including all data presented at the public hearing.
3. Citizens Council's Input. Within 20 days after the public hearing on an amended development and tax increment financing plan, the development area citizens council shall notify the Village Council, in writing, of its findings and recommendations concerning the proposed amended development plan. A five day newspaper notice is required for this meeting as set forth above.

4. Determination By Village Council. After completion of this process, the Village Council must make a determination that the amended development and tax increment financing plan constitutes a public purpose.
 - a. Determination of Public Purpose. If the Village Council determines that the amended development and tax increment financing plan constitutes a public purpose, the Village Council must then approve or reject the amended Plan, or approve it with modifications, by ordinance based on the following considerations:
 - i. The findings and recommendation of the development area citizens council, if a development area citizens council was formed.
 - ii. The plan meets with the requirements set forth in section 17(2) of the Act which are as follows:
 - Designation of boundaries of the development area in relation to highways, streets, streams, or otherwise.
 - Location and extent of existing streets and other public facilities within the development area, along with the location, character, and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses, and shall include a legal description of the development area.
 - Description of existing improvements in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion.
 - Location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion.
 - Statement of the construction or stages of construction planned, and the estimated time of completion of each stage.
 - Description of any parts of development area to be left as open space and the use contemplated for the space.

- Description of any portions of the development area that the DDA desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.
 - Description of desired zoning changes and changes in streets, street levels, intersections, or utilities.
 - Estimate of the cost of the development, a statement of the proposed method of financing the development, and the ability of the DDA to arrange the financing.
 - Designation of the person or persons to whom any portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the DDA.
 - The procedures for bidding for the leasing, purchasing, or conveying in any manner any portion of the development upon its completion, if there is not express or implied agreement between the DDA and another party that all or a portion of the development will be leased, sold, or conveyed in any manner to the other party.
- iii. The proposed method of financing the development is feasible and the authority has the ability to arrange the financing.
 - iv. The development is reasonable and necessary to carry out the purposes of the Downtown Development Authority Act.
 - v. The land included within the development area to be acquired is reasonably necessary carry out the purposes of the plan and of this act in an efficient and economically satisfactory manner.
 - vi. The development plan is in reasonable accord with the master plan of the municipality.
 - vii. Public services, such as fire and police protection and utilities, are or will be adequate to serve the project area.
 - viii. Changes in zoning, streets, street levels, intersections, and utilities are reasonably necessary for the project and for the municipality.

- b. Once the Village Council has conducted this review, it could then adopt a resolution approving the amendment to the plan.

As you are aware, there needs to be action concerning this matter by December 2015. Our recommendation would be that this Council should take action no later than its November 2015 meeting. If that is in fact the case, our suggested scheduled of events would be as follows:

1. The proposed amendments to the Plan would be formulated during the Spring of 2015.
2. The development area citizens council would review the matter no later than July, 2015 (notice must be given five days prior to the meeting).
3. In August, 2015, the Village Council would schedule a public hearing for its September, 2015 meeting (notice must be at least 20 days but not more than 40 days prior to the public hearing).
4. A public hearing would be conducted at the Village Council meeting in September, 2015.
5. The development area citizens council would conduct its review in October, 2015 (notice must be given five days prior to the meeting).
6. Council would make its ultimate determination at its meeting in November, 2015.

Please review the information set forth above and advise as to any questions or comments you may have.

Your anticipated attention is appreciated.

Very truly yours,

SCHOLTEN FANT



Robert E. Sullivan

RES/kat

DRAFT MINUTES

Monday December 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, Nauta, Powers, Van Strate.

Absent: Meyers, Miller,

On a motion by **Bennett**, seconded by **Van Strate**, to excuse the absence of Council Members **Meyers and Miller**.

Yes: 5 No: 0

4. Approval of the Agenda

On a motion by **Bennett**, seconded by **Nauta**, to approve the agenda as presented.

Yes: 5 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 56148 - 56225) in the amount of \$133,327.75.

B. Approved the minutes for the November 17, 2014 Regular Council Meeting and the December 2, 2014 Special Council meeting.

C. Approved Resolution 2014-13 naming the MDOT State Trunkline Signers.

D. Approved the 2015 MDOT Maintenance Agreement.

- E. Approved an agreement with the City of Grand Haven for Zoning & Planning Services for 2015.
- F. Approved an agreement with Peterson Environmental for design and construction oversight for the Grand River Greenway wetlands.
- G. Approved termination of the Village's contractual relationship with Infinisource for Flexible Spending Benefits.
- H. Approved adoption of revisions to the Village's Personnel Policy Manual.
- I. Approved adoption of Resolution 2014- 14 which would establish a moratorium for the issuance of any licenses, permits, or other approvals for medical marihuana provisioning centers or dispensaries, for a period of six months or until the Village has enacted necessary ordinances, whichever is first to occur.

On a motion by **Bennett**, seconded by **Van Strate**, to approve the consent agenda.

Yes: 5 No: 0

6. General Business

- A. Council held a Public Hearing on amendments to the Village of Spring Lake Zoning Code pertaining to changes in Chapter 17, Sign Ordinance.

The Planning Commission held a public hearing on this matter on Tuesday, November 25, 2014. There were no objections. This change will enable residents who are holding garage sales to install temporary signs to advertise their sale.

President **MacLachlan** opened the public hearing at 7:05 p.m.

Mr. Lee Schuitema, 408 W Exchange St., asked if the Ordinance included language requiring garage sale signs be removed after the sale.

President **MacLachlan** said that signs will be required to be removed at the end of the sale.

On a motion by **Bennett**, seconded by **Van Strate**, the Village Council closed the public hearing at 7:09 p.m.

Yes: 5 No: 0

On a motion by **Bennett**, seconded by **Powers**, to approve amendments to the Village of Spring Lake Zoning Code, Ordinance Number 340, Section

17.1, B - Signs Not Requiring a Permit, Section 17.2, Definitions and Section 17.5, Signs Permitted in All Zoning Districts pertaining to garage sale signs.

Yes: 5 No: 0

7. Department Reports

A. Village Manager

Manager **Burns** updated the Council on the Village's audit and reported that the head auditor, Doug Vredevelde, would attend the January 2015 meeting to present the audit findings.

B. Clerk/Treasurer

President **MacLachlan** pointed out, for Council review, that the Village will be getting \$50,000 a year, as a result of the passage of the road millage in Ottawa County, starting in 2016. **MacLachlan** also noted there would be additional funds, starting in July 2015, from the bike path millage.

C. OCSO/911

President **MacLachlan** shared from Sgt. Kik's report that all of the full time Deputies have chosen to stay in their current assignments after being given the chance to choose another assignment and that 2 of the part-time Deputies have accepted full time positions with the Department.

D. DPW

DPW Supervisor, Roger **Belknap**, gave a presentation pertaining to costs of winter maintenance in terms of equipment, labor, salaries and fringes. **Belknap** also updated Council on what DPW had been working on in the past month.

E. Fire

President **MacLachlan** noted that the Fire Department's monthly report showed the month of November to be a quiet month with about 60 fire calls (about 2 a day).

F. Water (*none included this month*)

G. Sewer

H. Building

I. Minutes from Various Board & Committees

1. Planning Commission

8. Old Business and Reports by the Village Council

No old business to discuss at this time.

9. New Business and Reports by Village Council

No new business to discuss at this time.

10. Status Report: Village Attorney

No report from the Village Attorney.

11. Statement of Citizens

Mr. Lee Schuitema, 408 W Exchange, said that after going over the DPW expenses, he felt these amounts were very economical compared to hourly rates from 13 years ago, when he was in sales, which were 25% higher.

12. Adjournment

On a motion by **Van Strate**, seconded by **Nauta**, the Village Council adjourned the meeting at 7:32.

Yes: 5

No: 0

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk