

# Village of Spring Lake

## Council Work Session

July 13, 2015

7:00 p.m.

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

[www.springlakevillage.org](http://www.springlakevillage.org)

<b>1</b>	<b>7:00 p.m. – Spring Lake Township Property Transfer</b>  The SLT/SLV committee has met to discuss terms of the purchase of the township hall property. The Finance Committee will review immediately prior to the work session and offer a recommendation to the full Council. Attached please find the proposed offer.								
<b>2</b>	<b>7:15 p.m. – Dump Truck Purchase (Roger Belknap)</b>  The FY15-16 Central Equipment Budget includes \$135,000 for the replacement of a heavy-duty dump/plow truck. Staff obtained pricing through MiDEAL for a 2015 International 7400 cab/chassis, set up with dump box, underbody scraper and required attachments and accessories (lights/switches/etc.) for snow plowing. The total base price for the truck is as follows: <table data-bbox="397 1123 1209 1281"><tr><td>Cab/Chassis</td><td>\$84,115.00</td></tr><tr><td>Dump Box/scraper/ accessories</td><td>\$43,496.00</td></tr><tr><td><u>Monroe Front Plow (requested option)</u></td><td><u>\$7,728.00</u></td></tr><tr><td>Total</td><td>\$135,339.00</td></tr></table> Staff requests authorization to move forward with purchase; orders received in July 2015 are likely to take delivery in February 2016. The Village's 2002 International dump truck will be sent to auction during the spring/summer of 2016 after the new truck is in service.	Cab/Chassis	\$84,115.00	Dump Box/scraper/ accessories	\$43,496.00	<u>Monroe Front Plow (requested option)</u>	<u>\$7,728.00</u>	Total	\$135,339.00
Cab/Chassis	\$84,115.00								
Dump Box/scraper/ accessories	\$43,496.00								
<u>Monroe Front Plow (requested option)</u>	<u>\$7,728.00</u>								
Total	\$135,339.00								
<b>3</b>	<b>7:20 p.m. – Dock Repairs &amp; Sink Holes (Roger Belknap)</b>  The dock repair project has been completed by Offshore Dredging & Construction, Inc. in time for July 4 holiday boat traffic. Now there is a sink hole that has developed as a result of the high water eroding sand beneath the bike trail, behind the fishing deck. Staff has contacted several firms and is gathering pricing and repair options and has discussed the issue with our Consulting Engineer, Ryan Arends and the Parks Board.  DPW staff also identified erosion issues at the N. Jackson street end due to								

	<p>the very high water level of Spring Lake. This repair will be more extensive as it appears the concrete sea wall has been compromised. Ryan Arends has visited this site and will be presenting some repair options in the future. In the meantime, DPW has been monitoring the East side sidewalk and deck and is prepared to close it off if and when the site becomes too dangerous for pedestrians.</p>
<p><b>4</b></p>	<p><b>7:25 p.m. – Pavement Repairs &amp; Valve Replacement (Roger Belknap)</b></p> <p>The water valve replacement at N. Fruitport Rd that took place on Thursday, July 9 was a required emergency repair that was not anticipated with the necessary underground utility work for the new Spring Lake Township Fire Station. Two valves were replaced; the FY15-16 budget includes 2 valves for replacement in the Water Department. All of this work has been expedited due to Ottawa County Road Commission’s Fruitport Rd repaving project. Prep work for the fire station requires asphalt work that will be performed by API, Inc. on Tuesday, July 14. I requested a cost estimate for a heavy street repair for N. Park Street, between Bills Sports and the Admiral gas station. API, Inc. can perform the street repairs on Tuesday when they are doing pavement work on N. Fruitport Rd. I am requesting authorization to spend \$7,476 of the Local Street – Paving fund to take advantage of mobilization costs and make a timely street repair. Attached is a quote broken into 3 options; the recommended option is to do a full width resurfacing (curb to curb).</p>
<p><b>5</b></p>	<p><b>7:30 p.m. – Recodification Update</b></p> <p>Staff is putting the finishing touches on updates to the Code of Ordinances. At one point in time, there was discussion regarding the waste haulers within the Village (Chapter 62) and whether or not there was a desire by Council to move towards a “preferred hauler” or a contractual relationship with a waste hauler. Staff would also like direction on the parking ordinance (Chapter 74) as that has proved challenging to enforce.</p> <p>If there are changes to the Code of Ordinances that Council Members would like to incorporate, please bring those suggestions to the work session. We can discuss Chapter 62 (Solid Waste Management) &amp; Chapter 74 (Traffic &amp; Motor Vehicles) in more detail, as well as any other chapters that need to be addressed.</p> <p>The online version of the Code of Ordinances is available at:</p>

	<p><a href="https://www.municode.com/library/mi/spring_lake/codes/code_of_ordinances?nodeId=PTIICOOR">https://www.municode.com/library/mi/spring_lake/codes/code_of_ordinances?nodeId=PTIICOOR</a></p> <p>If you do not have an Ordinance book and need to borrow one, just let me know and we can get you a paper copy.</p>
<b>6</b>	<p><b>7:48 p.m. – Barber School Meeting Room</b></p> <p>Friends of Barber School (FOBS) originally recommended that the meeting room at Barber School be included in all rentals. After considerable discussion by Council, it was determined that it would be best to have a separate agreement and fee for the meeting room. FOBS recommends the following fee structure:</p> <ul style="list-style-type: none"> <li>• \$50 flat fee for meeting room only for two hours</li> <li>• \$75 flat fee for meeting room only for three hours</li> <li>• \$150 flat fee for meeting room for more than three hours</li> </ul>
<b>7</b>	<p><b>7:50 p.m. – Lakeside Beach Insurance</b></p> <p>SLARA has provided a copy of liability coverage (<i>attached</i>) for the lifeguards at Lakeside Beach. They have assured staff that they also maintain worker’s compensation insurance and will be forwarding a copy prior to Monday’s work session.</p>
<b>8</b>	<p><b>7:52 p.m. - Village Manager Performance Appraisal</b></p> <p>It’s that time of year again when Council Members complete the Village Manager’s performance appraisal. Please do so and return to Village President Jim MacLachlan no later than August 5, 2015.</p>
<b>9</b>	<p><b>7:55 p.m. - Committee Discussion</b></p> <p>Over the past two months, there has been discussion regarding the creation of a Personnel Committee to address issues such as job descriptions, wages/salaries, employee morale, etc. It would be appropriate to formalize that discussion and give staff direction on how to proceed.</p>
<b>10</b>	<p><b>8:15 p.m. – FOIA Appeal</b></p> <p>Mr. Gysen has submitted a FOIA appeal to the Village Council regarding documents related to the property located at 214 S. Fruitport Road. The</p>

	<p>Village's policy on appeals (adopted in June) is attached for review; please note Section 8 on Page 11. The appeal is technically not considered by Council until the July 20<sup>th</sup> Council meeting. At this time, the Village has willingly (and in one case, at no cost) supplied Mr. Grysen with every document at our disposal, with the exception of certain Attorney Client privilege documents that are relevant to the case. We have repeatedly demonstrated our willingness to work with the Plaintiffs and their legal Counsel.</p>
<b>11</b>	<p><b>8:20 p.m. – IT Service Contract with Ottawa County</b></p> <p>For the past two fiscal years, the Village has set aside money to replace a very outdated and finicky server. With the installation of fiber to Village Hall in conjunction with the SLT relocation, we now have the option to utilize the services of Ottawa County. Attached please find a proposed agreement to transition to the OC server system as well as to utilize the OC IT department for support.</p>
<b>12</b>	<p><b>8:30 p.m. – You Make the Difference Award</b></p> <p>Several months ago, Bomers Cleaners offered to perform carpet cleaning (gratis) at Barber School as needed. We have taken advantage of their offer and they have done a great job for us. It would be fitting to recognize them with a YMTD award.</p> <p>Owner's Name: Martin Bomers  How long in business: Since 1963  Location: 18055 174th, Spring Lake  Number of Employees: five</p>
<b>13</b>	<p><b>8:33 p.m. - Oak Wilt Ordinance</b></p> <p>Grand Haven Township (GHT) is in the process of adopting an ordinance to address Oak Wilt (<i>attached</i>). As our arborist indicated last month, there are pockets of Oak Wilt in GHT and the City of Grand Haven, but it hasn't made its way here....yet. GHT has asked their neighbors to consider adopting a similar ordinance.</p>
<b>14</b>	<p><b>8:38 p.m. – Communications</b></p> <ul style="list-style-type: none"> <li>✓ Coast Guard Grand Parade – August 1, 2015</li> <li>✓ Dye Letter &amp; Response</li> <li>✓ Library Calendar – July 2015</li> </ul>

	<ul style="list-style-type: none"><li>✓ Liquor License – Village Baker</li><li>✓ MSHDA Funding – Millpoint Senior Housing</li><li>✓ OCSO – Letter from Sheriff Rosema</li><li>✓ Thank You Note from the Antique Outdoor Motor Club</li><li>✓ Thank You Note to Mr. Dave Bennett</li></ul>
<b>15</b>	<b>8:40 p.m. - Minutes</b>  Minutes of June 15, 2015 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to July 16, 2015.

**SUMMARY OF TERMS FOR PURCHASE OF  
SPRING LAKE TOWNSHIP HALL PROPERTY BY  
VILLAGE OF SPRING LAKE**

1. Effective date of purchase - August 15, 2015.
2. Possession taken by the Village - October 1, 2015, subject to Item 6 below.
3. Method of conveyance:
  - land contract; or
  - installment purchase per Public Act 99 of 1933, as amended.
4. Separate payments of \$98,704.14 to be made by the Village to the Township on each July 1, from 2016 through 2019, inclusive.
5. Payments reflect a purchase price of \$350,000. with five percent interest.
6. The Township will still use a portion of the Township Hall for the Fire Department until the new Fire Building is constructed and ready for occupancy; until the Fire Department fully vacates the Township Hall, (1) the Township will lease space from the Village at a rate of \$8,470 annually (\$7.27 times 1,100 sqft) or (2) If the anticipated funding from SOM is used as a down payment on the Township Hall purchase, the Village will be excused from paying interest on its purchase price until the Township Hall is vacated by the Fire Department (and the July 1 payments for 2016 through 2019, inclusive, shall be adjusted accordingly).
7. The Warner Baird Library may wish to purchase a portion of the Township Hall property; the purchase may be made from the Township or the Village; the payment obligations of the Village will be adjusted as necessary to accommodate a purchase from the Township, so that the proceeds realized by the Township from the sale of the property are not increased or decreased.
8. The Township has authority to sell the property by land contract per MCL 41.2(3). If there is any question regarding the authority of the Village to purchase by land contract, the Village may instead purchase by installment per Public Act 99 of 1933, as amended. In that event, a willing bank would contract to provide the Village with the money to pay the Township for the property, and then the Village would repay the bank at the interest rate offered by the bank. The terms in this summary would then be adjusted accordingly.

**Prepared For:**

Village Of Spring Lake  
Roger Belknap  
102 W Savidge St.  
Spring Lake, MI 49456-3401  
(616)842 - 1393  
Reference ID: TCI-D MiDEAL

**Presented By:**

TRI COUNTY INTL TRUCKS  
Mark J Caracciolo  
5701 WYOMING St.  
DEARBORN MI 48126 -  
(313)584-7090

State of Michigan MiDEAL Specification #3958-0160D 2016MY Price Level; includes all Customer Requested Option Content. Afforded Pricing Includes All Current Navistar-Mandated Transportation and Material Surcharges in effect as of the date of this proposal. Additional Future Surcharges as issued by Navistar may be applicable. This quote good for a period of sixty-(60) days.

Payment for the chassis is due upon delivery of the chassis to the end-user or body company; whichever occurs first. If payment is not made in a timely manner additional floorplan (interest) costs may be charged and billed to end-user customer. Please make all purchase orders and checks payable to Tri-County International Trucks, Inc.( address as listed on this proposal).



**Model Profile**  
**2016 7400 SFA 4X2 (SA525)**

<b>APPLICATION:</b>	Front Plow and Underbelly Scraper No Spreader
<b>MISSION:</b>	Requested GVWR: 36220. Calc. GVWR: 36220 Calc. Start / Grade Ability: 44.45% / 3.25% @ 55 MPH Calc. Geared Speed: 64.3 MPH
<b>DIMENSION:</b>	Wheelbase: 177.00, CA: 102.00, Axle to Frame: 75.00
<b>ENGINE, DIESEL:</b>	{Navistar N10} EPA 2010, SCR, 310 HP @ 2000 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 310 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 6.43
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply
<b>TIRE, REAR:</b>	(4) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 23,500-lb Capacity
<b>PAINT:</b>	Cab schematic 100GM Location 1: 8745, (Stardust)Silver Metallic (Prem) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SA52500	Base Chassis, Model 7400 SFA 4X2 with 177.00 Wheelbase, 102.00 CA, and 75.00 Axle to Frame.	7017/4146	11163
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	139/429	568
1LLK	BUMPER, FRONT Omit Item	-92/16	-76
1UAM	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille	106/-16	90
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	0/0	0
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	95/0	95
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
3ADE	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 16,000-lb Capacity; With Shock Absorbers	76/0	76
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
	<u>Notes</u> : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.		
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqn Long Stroke Brake Chambers	0/0	0
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank  <u>Includes</u> : DRAIN VALVE Mounted in Wet Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0
4EBD	AIR DRYER {Meritor Wabco System Saver 1200} with Heater  <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	11/7	18
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn	0/0	0
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake  <u>Includes</u> : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.	0/0	0
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake  <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	0/0	0
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	0/0	0
4VHZ	AIR TANK LOCATION (2) : Two Mounted Under Cab, Outside Left Rail, on Step Bracket, with Ground Clearance	11/5	16
5708	STEERING COLUMN Tilting	0/0	0
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0
5PTB	STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power	119/0	119
7BKE	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance	155/8	163
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment  <u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns	2/0	2
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	41/14	55
8RMB	RADIO AM/FM/CD/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers	1/0	1
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8TMG	TRAILER CONNECTION SOCKET 7-Way; Mounted at rear of Frame, Wired for Turn Signals Combined With Stop, Compatible With Trailers That Use Combined Stop, Tail, Turn Lamps	0/7	7
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VUJ	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab	-26/6	-20
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WVP	HORN, AIR (2) Single Tone, Rectangular; Chrome. Roof Mounted	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBM	GRILLE Stationary, Chrome	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WAC	BUG SCREEN Front End; Mounted Behind Grille	5/0	5

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GM"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10769	PAINT CLASS Premium Color	0/0	0
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-63/-12	-75
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
12NWX	ENGINE, DIESEL {Navistar N10} EPA 2010, SCR, 310 HP @ 2000 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 310 Peak HP (Max)  <u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxFace and Navistar Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES	0/0	0
12THZ	FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed  <u>Includes</u> : FAN Nylon	0/0	0
12UCW	RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler and With Transmission Oil Cooler	0/0	0
12UNR	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; N9 & N10 Engines	0/0	0
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control  <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	2/0	2
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxFlex and Navistar post 2007 Emissions Electronic Engines	0/0	0
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	188/61	249
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 6.43	0/241	241
	<u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
14SAN	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity	0/35	35
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity	0/78	78
15LKG	FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	5/0	5
15SSC	FUEL TANK Temporary; Top Draw; D-Style, Non Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side Back of Cab	7/4	11
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional	0/0	0
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door		
16HBA	GAUGE CLUSTER English With English Electronic Speedometer  <u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	0/0	0
16HGH	GAUGE, OIL TEMP, ALLISON TRAN	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust  <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	27/12	39
16RPX	SEAT, PASSENGER {National} Air-Suspension, High Back With Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment  <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	54/25	79
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar	3/0	3
16SNA	MIRRORS (2) {Lang Mekra} Rectangular 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Black Heads, Brackets and Arms	-3/0	-3
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster  <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	42/5	47
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator  <u>Notes</u> : Feature included with CAB INTERIOR TRIM, Premium	12/0	12

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WKY	HVAC FRESH AIR FILTER	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WRX	CAB INTERIOR TRIM Deluxe	0/0	0
	<u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XXC	COWL TRAY LID	7/4	11
27DRN	WHEELS, FRONT {Accuride} DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs	8/0	8
	<u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White		
	<u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
28DRN	WHEELS, REAR {Accuride} DUAL DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs	0/12	12
	<u>Includes</u> : PAINT IDENTITY, REAR WHEELS White		
	<u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	0/0	0
7382135419	(2) TIRE, FRONT 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply	16/0	16
7382135423	(4) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply	0/52	52

**Services Section:**

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U	0/0	0
	<b>Total Component Weight:</b>	<b>8040/5143</b>	<b>13183</b>
	1% MiDEAL Paid to State of MI Under MiDEAL Purchasing Program Requirements	0/0	0
	<b>Total Goods Purchased:</b>	<b>0/0</b>	<b>0</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$118,407.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$118,407.00
Total Goods Purchased:		\$1,477.00
Document Fee	\$190.00	
Total Preparation And Delivery:		\$190.00
Freight	\$2,200.00	
Total Freight:		\$2,200.00
Total Factory List Price Including Freight:		\$122,274.00
Less Customer Allowance:		(\$38,174.00)
Total Vehicle Price:		\$84,100.00
Total Sale Price:		\$84,100.00
Total Per Vehicle Sales Price:		\$84,100.00
Total Net Sales Excluding Taxes:		\$84,100.00
Michigan Title Fee	\$15.00	
Total License, Title:		\$15.00
Net Sales Price:		\$84,115.00

My signature below indicates that I accept the specifications and payment terms (listed on page one) contained herein as written and that I am able approve said specifications for order and payment terms. Please include this proposal number on all correspondence and purchase orders.

PLEASE NOTE: This proposal contains in its entirety our offer to you for this purchase at the given dollar amount. No other offers, spec additions, warranties or other additional items are made or implied. Other additional desired items may be available; contact your local dealer representative for further details.

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
**Official Title and Date**

\_\_\_\_\_  
**Firm or Business Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature and Date**

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
**Official Title and Date**

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

**Truck & Trailer Specialties**  
6726 Hanna Lake Rd.  
Dutton, Mich. 49316  
Ph-616-698-8215, Fax-616-698-0972

**VILLAGE OF SPRING LAKE**  
**“Bid for Dump Truck Body on a 2015 International Chassis”**

**6/5/2015**

**Dump Body:**

Crysteel Select Dump Body Including:

- 10' long, 84" inside width, 96" outside width
- 30" side height, 36" tailgate height, 40" front height
- 7-8 yard capacity
- 7 gauge hi-tensile steel sides and ends
- ¼" AR400 steel floor, 6" side to floor radius
- Western style understructure, crossmemberless
- 6 panel tailgate with manual release, spreader chains with banjo eye keepers
- 1.25" hardened tailgate pins, all pins and linkage are greaseable
- 1" flame cut latch pin fingers & 1" tailgate hinge plate
- ½ cab shield, 24" deep, 7 gauge construction
- Formed V horizontal side braces
- Boxed top rail with side board pockets
- Body up light mounted in the cab
- Body prop included
- Body is 100% continuously welded
- Body is painted to match cab
- Mud flaps mounted in front of and in rear of rear duals
- A bar grating step installed above rear duals on street side only ,with grab handle
- Electric back up alarm

Crysteel Model RC860 underbody hoist with a full length subframe

- NTEA Class 60, 22.4 ton capacity
- Hoist is double acting, power up and power down
- Cylinder bore is 8", stroke is 21-5/8", 13.5" mounting height

**Tarp System:**

Roll-Rite Electric/Aluminum Tarp System Including:

- High torque electric motor with aluminum wind deflector
- Aluminum tarp and tension bows
- 3 spring aluminum pivot arms
- 16' black knit mesh tarp cover

**Lights & Electrical**

All lights are rubber mounted, all wires are shrink wrapped

- 6 - 2 ½ "LED marker lights in the rear pillars and sides
- Star mni light bar 9016LED-AA mounted on drivers side top ,front of cab shield

2 LED work scraper lights facing rear and downward , one on each side of body  
4 hole wedge shaped stainless steel light housing mounted on the rear pillars  
Sound Off LED amber flashers mounted in the top and bottom holes  
Sound Off LED stop/turn/tail lights mounted in the lower middle hole  
LED back up light to be mounted in upper middle hole  
Betts junction box mounted at the rear of body  
Emergency lights wired to factory supplied switch on the dash  
Plow lights with turn signals mounted on the hood using aluminum brackets  
Plow light wired to factory supplied wire harness and switch  
Factory lights repositioned on frame rails for best visibility

### **Underbody Scraper**

Monroe Model MS4512 under body scraper

Two 3.5 inch actuating cylinders with nitrated pods  
1 inch x 20 inch x 12 ft moldboard ,heat treated with a pressed in offset  
1 inch x 1 piece circle  
4 bolt flange retainers for actuating cylinders and springs  
Bolt on trunnion caps for outer arms  
2" clevis pins for power reverse cylinders  
5" center bolt that is piloted into the hanger  
15 point grease extensions for all pivot point

### **Front Bumper & Hitch**

12" channel front bumper with sweep back ends for front plow use  
All necessary braces and brackets bolted on to frame  
Baker/Flink type quick hitch, truck portion  
3" x 10" lift cylinder S/A

### **Rear Hitch Plate**

two D – rings welded to hitch plate  
7 pin trailer plug connector  
PH20 Pintle hook hitch

Install Central Hydraulic System including the following

Model P330 gear pump to be driven from the transmission PTO  
Hot shifted PTO

Rexroth M4-12 control valve to operate

Scraper up/down, scraper swing

Front plow up/down

Hoist up/down

EPC section for auger, EPC section for spinner

Valve compensators are shim adjustable

Valve enclosure is 304 stainless with fittings at the bottom, mounted on the chassis LH frame rail

Zinga type return line filter mounted in the top of the hydraulic tank

Morse type air operated controllers includes a safety lockout built into the handle

Apsco type air actuators

Pulse width modulated sections for conveyor and spinner

Air lines will be color coded

Handles will be labeled

Control console in the cab

All necessary hose and fitting, fittings will be O ring or JIC type

Hoses are Parker 451 series

2" suction supply line to the pump

Scraper is equipped with a manually adjustable relief valve

Cushion valve for scraper swing

Hose to scraper includes a 24" whip hose attached to the circle with bulkhead fittings

All hose attached with rubber coated hose clamps

Riverside behind the cab fuel/hydraulic tanks including:

Painted to match cab

80 gallon fuel, 46 gallon hydraulic oil, 10 gauge construction

Zinga style return line filter mounted in top of the tank

Sight and temp. gauge

Low hydraulic oil shut down circuit, shuts off PTO in loss of oil situations

Low oil over ride switch mounted in the cab

Magnetic drain plug

Ball valve shut off

Electronic fuel sending unit

All hoses are secured with insulated clamps

AB breather cap with a screen

A spare return line filter to be included

Hydraulic system full of AW32 hydraulic oil at delivery

\*\*\*\*INSTALLED: \$ 43,496.00

Submitted by : Scott Kloosterman/ Dan Bouwman

OPTION : Central grease line kit for the underbody hoist ADD : \$200.00

OPTION : To use customer supplied Flink style hitch with 3" diameter lift cylinder

\*\* DEDUCT : \$ 1,031.00

FRONT PLOW OPTION:

MONROE FRONT PLOW MODEL –MPFA30-60-12 ISCT full trip with two compression springs

Adjustable moldboard pitch settings 5 , 10 ,&20 degrees

Right side discharge

FLINK style mounting hitch

30" low side height , 60" high side height

Equipped with SNOW WHEELS instead of plow shoes

Powder coated orange

ADD: \$7,728.00

*Proposal*

API Quote # **K15330**

**ASPHALT PAVING, INC.**

1000 E. Sherman Blvd.  
Muskegon, MI 49444  
Phone: 231-733-1409 FAX: 231-733-4256

07/10/2015

Proposal Submitted To: <b>VILLAGE OF SPRING LAKE</b>	Phone:	Fax: <b>847-1393</b>
Street: <b>102 W. SAVIDGE</b>	Job name: <b>PATCHES</b>	
City, State, Zip: <b>SPRING LAKE MI 49456</b>	Job Location: <b>PARK STREET</b>	
Contact: <b>ROGER</b>	Date of Plans:	Cell Phone:

We hereby submit estimates per the project or otherwise provided specifications for:

**IN THE AREAS AS SHOWN ON YOUR SKETCHES:**

WE WILL SAWCUT AS NECESSARY, REMOVE THE EXISTING ASPHALT, FINE GRADE THE EXISTING AGGREGATE BASE, AND PAVE WITH TWO 1 1/2" AVERAGE COURSES OF HOT MIX ASPHALT.

OPTION #1: \$7,476.00

OPTION #2: \$5,640.00

OPTION #3: \$7,476.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT. IF YOU HAVE ANY QUESTIONS, PLEASE CALL US AT THE ABOVE NUMBER. If this proposal is accepted by both parties, it becomes the contract between the parties. All provisions of Public Act 497 of 1982 as amended (Construction Lien Act) will apply. All accounts are due and payable by the 10th of the month following date of invoice. FINANCE CHARGE of 1-1/2% per month, which is an annual percentage rate of 18%, charged on all past due accounts.

**We Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: See Above

"Payment to be made as follows:

Upon Completion of the Work, Balance is due.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

  
Kenneth L. Johnson

Note: This proposal may be withdrawn by us, if not accepted within 30 Days

Please sign and return one copy to Asphalt Paving, Inc.

**Acceptance of Proposal:**

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

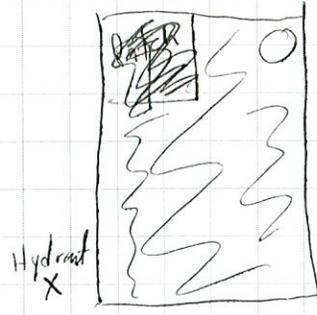
Good

Option 1 - Full width

27 1/2 feet wide x

~~18~~ 91 feet long

Total sq. ft = 2,502.5



scan & email to  
asphaltken@comcast.net

Ken's cell  
(231) 206-6177

Option 2 - Remove Bad Spots

#1 <sup>513</sup> 19 feet wide  
27 feet long

#2 <sup>572</sup> 11 feet wide  
52 feet long

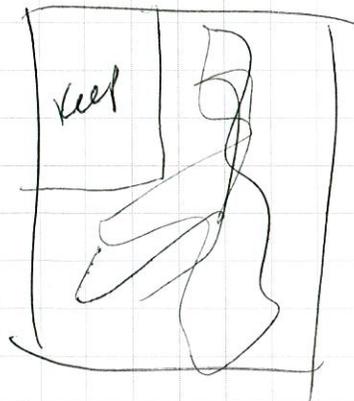
Total sq. ft = 1,085



Option 3

27 1/2 x 91 2,502.5  
minus 225  
9 x 25

Total sq foot = 2,277.5





*VILLAGE OF SPRING LAKE*  
**EMPLOYEE PERFORMANCE AND DEVELOPMENT**  
(Village Manager)

<b>Name:</b> Christine M. Burns	<b>Title:</b> Village Manager
<b>Review Period:</b> July 1, 2014 - June 30, 2015	<b>Appraiser:</b>

**PART 1**  
**QUANTITY AND QUALITY OF WORK -- ACHIEVEMENT OF**  
**PERFORMANCE CRITERIA AND PERFORMANCE GOALS & OBJECTIVES**  
(60% of Overall Rating)

<b>QUALITY OF WORK</b>	
<b>1</b>	<b>2</b>
<b>3</b>	<b>4</b>
<b>5</b>	
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>
Does Not Meet Expectations	Fails to meet requirements for quality and timeliness. Frequent customer complaints. Work products lack accuracy and thoroughness.
Meets Expectations	Meets acceptable standards or performance. Meets Council expectations for quality and timeliness. Responds quickly to Council requests.
Exceeds Expectations	Consistently produces/provides services that exceed standards of quality and timeliness. Initiates actions to improve quality of service. Anticipates and responds to Council needs.
Comments & Examples:	

<b>VOLUME OF WORK</b>	
<b>1</b>	<b>2</b>
<b>3</b>	<b>4</b>
<b>5</b>	
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>
Does Not Meet Expectations	Frequently produces less than expected. Misses deadlines. Contributes little to team result.
Meets Expectations	Products or services produced consistently meet expectations. Can be relied on to meet peak demands. Contributes to accomplishments of team objectives.
Exceeds Expectations	Strives to increase productivity. Seeks extra responsibility and takes on tough jobs. Assists others to exceed team objectives.
Comments & Examples:	

<b>WORK RELATIONS/TEAM INVOLVEMENT</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>		<b>Exceeds Expectations</b>	
Does Not Meet Expectations	Frequent source of conflict in work group. Lacks credibility. Withholds pertinent information. Does not offer assistance and/or support to staff.			
Meets Expectations	Demonstrates tact and courtesy. Credible and trusted. Listens and incorporates view of others. Works well in a team environment. Offers assistance and support to staff.			
Exceeds Expectations	Sought out by staff as a developmental resource. Puts needs of the organization above the need for personal accomplishment. Sought out as a team member to resolve complex problems.			
Comments & Examples:				
<b>JOB KNOWLEDGE/TECHNICAL SKILLS – BASED ON TIME IN POSITION</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>		<b>Exceeds Expectations</b>	
Does Not Meet Expectations	Lacks skills/knowledge required to perform assigned work. Refuses to accept changes in methods/technology. Requires assistance from team members to perform routine tasks/assignments.			
Meets Expectations	Competent in required job skills and knowledge. Accepts personal responsibility to assure job skills remain current. Applies knowledge and experience to solve problems.			
Exceeds Expectations	Seeks opportunities to develop employees. Viewed as a source of expertise by staff and colleagues. Relied upon resolve complex problems. Initiates and implements innovative approaches.			
Comments & Examples:				

<b>ADAPTABILITY</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>		<b>Meets Expectations</b>		<b>Exceeds Expectations</b>
Does Not Meet Expectations	Resistant to change. Clings to status-quo. Avoids risk taking. Insensitive to changing customer needs.			
Meets Expectations	Tries new ideas. Adapts to change. Takes prudent risks. Readily accepts changes in methods/technology. Quickly rebounds from set-backs.			
Exceeds Expectations	Learns from set-backs and applies learning to achieve success. Contributes to implementation of change initiatives. Seeks out and suggests innovations. Continually seeks to improve processes and service delivery.			
Comments & Examples:				

**PART 2**  
**MANAGEMENT AND LEADERSHIP SKILLS**  
(40% of Overall Rating)

<b>INNOVATION/PROMOTING CHANGE:</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>		<b>Meets Expectations</b>		<b>Exceeds Expectations</b>
Does Not Meet Expectations	Avoids and discourages risk taking. Does not implement changes in methods and/or technology. Clings to status-quo. Does not seek ways to improve work practices.			
Meets Expectations	Readily accepts and applies process and technology changes. Admits to and learns from mistakes. Actively supports or leads change initiatives. Uses creative ideas to deliver customer/client service.			
Exceeds Expectations	Brings out the creative ideas in others. Fosters an environment for prudent risk taking. Sought out as a source of innovative/creative solutions. Seeks challenges and accepts high risk assignments.			
Comments & Examples:				

<b>LEADERSHIP</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>		<b>Exceeds Expectations</b>	
Does Not Meet Expectations:	Seeks buy-in without providing full insight. Lacks credibility; not approachable. Fails to appropriately delegate decision making authority. Resistant to change.			
Meets Expectations:	Effectively delegates tasks, empowers employees to make decisions at the point of customer service or impact. Operates from an appropriate set of standards/values. Brings out and applies the problem solving creativity in others. Gives visibility and credit to others; shares wins and successes. Motivates others to excel.			
Exceeds Expectations:	Highly credible and trusted. Creates shared ownership with the team resulting in high levels of achievement. Demonstrates composure in stressful/difficult situations.			
Comments & Examples:				
<b>PROFESSIONAL/TECHNICAL EXPERTISE – EXPECTATIONS BASED ON TIME IN POSITION</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>		<b>Exceeds Expectations</b>	
Does Not Meet Expectations	Requires assistance to perform the basic responsibilities of the position. Does not accept or apply changes in methods or technology. Does not remain current in job knowledge/skills.			
Meets Expectations	Utilizes expertise to coach and develop staff. Appropriately competent in respective job skills and/or knowledge. Accepts personal responsibility to assure job knowledge/skills remain current.			
Exceeds Expectations	Sought out as a resource to solve complex problems. Utilizes expertise to develop and implement innovative approaches. Sought out as a source of “best practice” or leading edge knowledge.			
Comments & Examples				

<b>SELF MANAGEMENT</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>		<b>Exceeds Expectations</b>	
Does Not Meet Expectations	Lacks dependability. Misses deadlines. Fails to respond to customers. Frequent absences/tardiness.			
Meets Expectations	Plans and prioritizes work. Accepts responsibility and accountability for job performance. Operates from an appropriate set of standards/values. Consistently honors commitments.			
Exceeds Expectations	Quickly and effectively shifts priorities to meet Council needs. Anticipates and plans for future work load. Viewed as a model of dependability, responsibility and values.			
Comments & Examples:				
<b>COMMUNICATION SKILLS</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>		<b>Exceeds Expectations</b>	
Does Not Meet Expectations	Fails to inform; withholds information. Fosters a negative reaction to change initiatives. Insensitive to views of others. Interrupts often. Has difficulty expressing self.			
Meets Expectations	Clearly articulates and assures understand strategic direction and initiatives. Communicates change in a positive way. Listens attentively and checks for understanding. Keeps others informed. Disagrees tactfully.			
Exceeds Expectations	Solicits input and opinions. Communicates effectively with all levels of employees. Provides constructive input and feedback. Demonstrates excellence in presentation skills. Anticipates need for communication and plans accordingly.			
Comments & Examples:				

<b>INTERPERSONAL SKILLS</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>		<b>Exceeds Expectations</b>	
Does Not Meet Expectations	Avoids hiring, promoting, working with a diverse workforce. Not open to alternative opinions, ideas or perspectives.			
Meets Expectations	Always treats others with fairness and respect. Contributes to the Village's cohesiveness and morale. Ensures work group treats others with dignity. Seeks diversity of opinion, ideas and perspective.			
Exceeds Expectations	Admired for fairness and human respect. Leader and model contributor to Village cohesiveness and morale. Generates creative thinking in work design.			
Comments & Examples:				

<b>TEAM INVOLVEMENT</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Does Not Meet Expectations</b>	<b>Meets Expectations</b>		<b>Exceeds Expectations</b>	
Does Not Meet Expectations	Inappropriately criticizes other employees. Unreliable; does not follow through on commitments to Council. Places personal success above the needs of the team or customer. Becomes agitated when challenged or faced with differing opinion.			
Meets Expectations	Participates in team initiatives and contributes to achievement of team/Village goals/outcomes. Uses leadership role to create team involvement with clear goals and objectives. Assembles appropriate team membership to resolve the issue at hand. Fosters an environment conducive to team input.			
Exceeds Expectations	Resolves complex issues with creative/innovative solutions. Uses team involvement as an opportunity for development of self and others. Is sought out as a leader to resolve non-routine, complex issues.			
Comments & Examples:				

**PART 3**  
**GROWTH & DEVELOPMENT PLAN**

*The recommendations listed herein are offered to the employee by the appraiser to promote the professional growth and development of the employee. The employee should make every effort to pursue fulfillment of these recommendations at their earliest opportunity.*

## PART 4 OVERALL EVALUATION

The overall evaluation is determined by transferring the total of the numerical values in Part 1 and Part 2 of the appraisal to the table below. The total numerical score will determine the employee's overall evaluation. The appraiser is asked to check and initial the appropriate box corresponding to the overall evaluation. Note the definition of extraordinary achievement as an overall rating category. Also note the process to use when multiple appraisers/evaluators (i.e., the City Commission) are involved with providing an employee an evaluation – specifically, the City Clerk, the City Treasurer/Assessor, and the City Manager.

Evaluation Scoring Table:

Total of Part 1 = \_\_\_\_\_ x 1.35 = \_\_\_\_\_

Total of Part 2 = \_\_\_\_\_ x .65 = \_\_\_\_\_

Grand Total \_\_\_\_\_ \*\*

Did Not Meet Expectations     Met Expectations     Exceeded Expectations    Extraordinary Achievement\*  
( 1 - 16 )                      ( 17 - 35 )                      ( 34 - 50 )                      ( 51 - 56.5 )

### \*EXTRAORDINARY ACHIEVEMENT

Overall performance **not only exceeds expectations** but the results achieved have changed the way the City or department to better serve its customers. Employees in this category “change the rules of the game.” They are perceived as change leaders and are looked to for new, productive and innovative approaches to problem solving or service.

### \*\*MULTIPLE APPRAISERS

When multiple appraisers evaluate a single employee, the numerical grand total of all appraisers will be summed and averaged (sum score divided by the number of appraisers). The averaged score will determine the overall evaluation.

### EMPLOYEE COMMENTS

**PART 5  
REVIEW AND APPROVAL**

<b>Completed By:</b>	<b>Date:</b>
<b>Reviewed &amp; Approved By:</b> Jim MacLachlan, Village President (on behalf of Council)	<b>Date:</b>
<b>Employee Acknowledgment:</b>	<b>Date:</b>
<i>Employee acknowledgement simply signifies that the employee was provided the evaluation and that the evaluation was discussed with the employee. Signature does not constitute agreement or concurrence with the rating.</i>	

**VILLAGE OF SPRING LAKE**  
**OTTAWA COUNTY, MICHIGAN**

**Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_ moved the adoption of the following resolution:**

**RESOLUTION NO. 2015-10**

**A RESOLUTION TO ADOPT THE VILLAGE OF SPRING LAKE  
FOIA PROCEDURES AND GUIDELINES AND  
THE PUBLIC SUMMARY**

**WHEREAS**, Public Act 563 of 2014 (the "Act"), which amends the FOIA, Public Act 442 of 1976, is effective as of July 1, 2015; and

**WHEREAS**, the Act will require public bodies to establish specific written procedures and guidelines for FOIA requests; and

**WHEREAS**, the Village Council has determined to adopt the FOIA Procedures and Guidelines and the Public Summary, attached as Exhibit A, to comply with the requirements of the Act and to provide the public with a written set of procedures governing FOIA requests made to the Township;

**NOW, THEREFORE**, the Village Council resolves that:

1. The Village of Spring Lake FOIA Procedures and Guidelines and the Public Summary, attached as Exhibit A, are adopted to be effective July 1, 2015.
2. The Village officials are authorized and directed to make the Village of Spring Lake FOIA Procedures and Guidelines and the Public Summary available to the public at the Village's offices and on the Village's website as provided in the Act.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded, and any existing policy or guidelines regarding FOIA requests are superseded under this Resolution.

YES: \_\_\_\_\_

NO: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

Dated: June 15, 2015

\_\_\_\_\_  
Marv Hinga, Clerk  
Village of Spring

**EXHIBIT A**

**VILLAGE OF SPRING LAKE**  
**FREEDOM OF INFORMATION ACT PROCEDURES &  
GUIDELINES**

**Preamble: Statement of Principles**

It is the policy of the Village of Spring Lake that all persons, *except those who are incarcerated*, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

The Village of Spring Lake's policy with respect to FOIA requests is to comply with State law in all respects and to respond to FOIA requests in a consistent, fair, and even-handed manner regardless of who makes such a request.

The Village of Spring Lake acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. The Village of Spring Lake acknowledges that sometimes it is necessary to invoke the exemptions identified under FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

The Village of Spring Lake will protect the public's interest in disclosure, while balancing the requirement to withhold or redact portions of certain records. The Village of Spring Lake's policy is to disclose public records consistent with and in compliance with State law.

The Village Council has established the following written Procedures and Guidelines to implement the FOIA and will create a Written Public Summary of the specific Procedures and Guidelines relevant to the general public regarding how to submit written requests to the public body and explaining how to understand a public body's written response, deposit requirements, fee calculations, and avenues for challenge and appeal. The Written Public Summary will be written in a manner to be easily understood by the general public.

**Section 1: General Policies**

The Village Council, acting pursuant to the authority at MCL 15.236, designates the Village Attorney as the FOIA Coordinator. He or she is authorized to designate other Village staff to act on his or her behalf to accept and process written requests for the Village's public records and approve denials.

If a request for a public record is received by facsimile or e-mail, the request is deemed to have been received on the following business day. If a request is sent by e-mail and delivered to a Village spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note in the FOIA log both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

*The FOIA Coordinator shall review Village spam and junk-mail folders on a regular basis, which shall be no less than once a month. The FOIA Coordinator shall work with Village Information Technology staff to develop administrative rules for handling spam and junk- mail so as to protect Village systems from computer attacks which may be imbedded in an electronic FOIA request.*

The FOIA Coordinator may, in his or her discretion, implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing of FOIA requests.

The Village is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other Village staff are obligated to provide answers to questions contained in requests for public records or regarding the content of the records themselves.

The FOIA Coordinator shall keep a copy of all written requests for public records received by the Village on file for a period of at least one year.

The Village will make this Procedures and Guidelines document and the Written Public Summary publicly available without charge. If it does not, the Village cannot require deposits or charge fees otherwise permitted under the FOIA until it is in compliance.

A copy of this Procedures and Guidelines document and the Village's Written Public Summary must be publicly available by providing free copies both in the Village's response to a written request and upon request by visitors at the Village's office.

This Procedures and Guidelines document and the Village's Written Public Summary will be maintained on the Village's website at: [www.springlakevillage.org](http://www.springlakevillage.org), so a link to those documents will be provided in lieu of providing paper copies of those documents.

## **Section 2: Requesting a Public Record**

Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by Village of Spring Lake must do so in writing. The request must sufficiently describe a public record so as to enable Village personnel to identify and find the requested public record.

No specific form to submit a request for a public record is required. However, the FOIA Coordinator may adopt a FOIA Request Form and make it available at the Village office and on the Village's website for use by the public.

Written requests for public records may be submitted in person or by mail to any Village office. Requests may also be submitted electronically by facsimile and e-mail. To ensure a prompt response, the request should contain the term "FOIA REQUEST" on the first/cover page of the fax or as the subject line of the e-mail. Upon their receipt, requests for public records shall be promptly forwarded to the FOIA Coordinator for processing.

A person may request that public records be provided on non-paper physical media, electronically mailed or otherwise provided to him or her in lieu of paper copies. The Village will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by the Village of Spring Lake on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person who makes a verbal, non-written request for information believed to be available on the Village's website, where practicable and to the best ability of the employee receiving the request, shall be informed of the pertinent website address.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

### **Section 3: Processing a Request**

Unless otherwise agreed to in writing by the person making the request, within 5 business days of receipt of a FOIA request the Village will issue a response. If a request is received by facsimile, e-mail or other electronic transmission, the request is deemed to have been received on the following business day. The Village will respond to the request in one of the following ways:

- Grant the request;
- Issue a written notice denying the request;
- Grant the request in part and issue a written notice denying in part the request;
- Issue a notice indicating that due to the nature of the request the Village needs an additional 10 business days to respond for a total of no more than 15 business days. Only one such extension is permitted; or
- Issue a written notice indicating that the public record requested is available at no charge on the Village's website.

### **When a Request is Granted:**

If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available. The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request. A copy of these Procedures and Guidelines and the Written Public Summary shall be provided to the requestor with the response to a written request for public records, provided however, that because these Procedures and Guidelines, and the Written Public Summary, are maintained on the Village's website at: [www.springlakevillage.org](http://www.springlakevillage.org), then a website link to those documents may be provided in lieu of providing paper copies.

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If based on a good faith calculation by the Village, the cost of processing a FOIA request is expected to exceed \$50, or if the requestor has not fully paid for a previously granted request, the Village will require a good-faith deposit before processing the request. In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the Village to process the request and also provide a best efforts estimate of a time frame it will take the Village to provide the records to the requestor. The best efforts estimate shall be nonbinding on the Village, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

### **When a Request is Denied or Denied in Part:**

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide in the applicable circumstance:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by the Village; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and

- An explanation of the person's right to submit an appeal of the denial to either the Village Council through the office of the Village President, or seek judicial review in the Ottawa County Circuit Court; and
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court; and
- The Notice of Denial shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

### **Requests to Inspect Public Records:**

The Village shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect Village records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal Village operations.

### **Request for Certified Copies:**

The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

## **Section 4: Fee Deposits**

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation by the Village, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee.

If a request for public records is from a person who has not fully paid the Village for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- The final fee for the prior written request is not more than 105% of the estimated fee;
- The public records made available contained the information sought in the prior written request and remain in the Village's possession;
- The public records were made available to the individual, subject to payment, within the time frame estimated by the Village to provide the records;
- Ninety (90) days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- the individual is unable to show proof of prior payment to the Village; and
- The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- The person making the request is able to show proof of prior payment in full to the Village;
- The Village is subsequently paid in full for the applicable prior written request; or
- Three Hundred Sixty-five (365) days have passed since the person made the request for which full payment was not remitted to the Village.

## **Section 5: Calculation of Fees**

A fee may be charged for labor cost associated with copying/duplication. A fee will **not** be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information **unless** failure to charge a fee would result in unreasonably high costs to the Village because of the nature of the request in the particular instance, and the Village specifically identifies the nature of the unreasonably high costs.

Costs for the search, examination review, and deletion and separation of exempt from nonexempt information are "unreasonably high" when they are excessive and beyond the normal or usual amount for those services (Attorney General Opinion 7083 of 2001) compared to the costs of the Village's usual FOIA requests, not compared to the Village's operating budget. (*Bloch v. Davison Community Schools*, Michigan Court of Appeals, Unpublished, April 26, 2011).

The following factors shall be used to determine an unreasonably high cost to the Village:

- Volume of the public record requested
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether public records from more than one Village department or various Village offices is necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by the FOIA Coordinator in responding to the particular request.

The Michigan FOIA statute permits the Village to charge for the following costs associated with processing a FOIA request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the Village.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the Village.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the Village's website if the requestor asks for the Village to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requestor asks for records in non-paper physical media. This may include the cost for copies of records already on the Village's website if the requestor asks for the Village to make copies.
- The cost to mail or send a public record to a requestor.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid

Village employee capable of doing the work in the specific fee category, regardless of who actually performs work.

- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- The Village may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs until agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$48.90 (6 times the State minimum hourly wage).

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the Village has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- In order to ensure the integrity and security of the Village's technological infrastructure, the Village will procure any requested non-paper media and will not accept non-paper media from the requestor

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
- The Village may provide records using double-sided printing, if it is cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- The Village may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless specified by the requestor.

If the FOIA Coordinator does not respond to a written request in a timely manner, the following shall be required:

- Reduce the labor costs by 5% for each day the Village exceeds the time permitted under FOIA up to a 50% maximum reduction, if any of the following applies:
  - The late response was willful and intentional;
  - The written request, within the first 250 words of the body of a letter facsimile, e-mail or e-mail attachment conveyed a request for information; or
  - The written request included the words, characters, or abbreviations for “freedom of information,” “information,” “FOIA,” “copy” or a recognizable misspelling of such, or legal code reference to MCL 15. 231 et seq or 1976 Public Act 442 on the front of an envelope or in the subject line of an e-mail, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form

## **Section 6: Waiver of Fees**

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because such can be considered as primarily benefitting the general public. The Village Council may identify specific records or types of records it deems should be made available for no charge or at a reduced charge.

## **Section 7: Discounted Fees**

The FOIA Coordinator will waive the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

### **Indigence:**

- Indigent and receiving specific public assistance; or

- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigency.

An individual is not eligible to receive the waiver if:

- The requestor has previously received discounted copies of public records from the Village twice during the calendar year; or
- The requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is a sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

### **Non-Profit Organization Advocating for Developmentally Disabled or Mentally Ill Individuals:**

A nonprofit organization designated to by the State to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, if the request meets all of the following requirements:

- Is made directly on behalf of the organization or its clients;
- Is made for a reason wholly consistent with the mission and provisions of those laws under Section 931 of the Mental Health Code, MCL 330.1931;
- Is accompanied by documentation of its designation by the State.

### **Section 8: Appeal of a Denial of a Public Record**

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may appeal to the Village Council by filing an appeal of the denial with the Office of the Village President. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial. The Village FOIA Appeal Form (To Appeal a Denial of Records), may be used.

The Village Council is not considered to have received a written appeal until the first regularly scheduled Village Council meeting following submission of the written appeal.

Within 10 business days of receiving the appeal the Village President will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial;
- Reversing the disclosure denial in part and upholding the disclosure denial in part; or
- Under unusual circumstances, issuing a notice extending for not more than 10 business days the period during which the Village Council shall respond to the written appeal. The Village Council may issue not more than 1 notice of extension for not more than 10 business days to respond to the appeal.

If the Village Council fails to respond to a written appeal, or if the Village Council upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action in Circuit Court.

Whether or not a requestor submitted an appeal of a denial to the Village Council, he or she may file a civil action in Ottawa County Circuit Court within 180 days after the Village's final determination to deny the request.

If a court that determines a public record is not exempt from disclosure, it shall order the Village to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Failure to comply with an order of the court may be punished as contempt of court.

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in such an action, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or Village prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.

If the court determines that the Village has arbitrarily and capriciously violated the Act by refusal or delay in disclosing or providing copies of a public record, the court shall order the Village to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the State Treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person

seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

## **Section 8: Appeal of an Excessive FOIA Processing Fee**

“Fee” means the total fee or any component of the total fee calculated under Section 4 of the FOIA, including any deposit. If a requestor believes that the fee charged by the Village to process a FOIA request exceeds the amount permitted by state law, he or she must first submit a written appeal for a fee reduction to the Village Council by submitting a written appeal for a fee reduction to the Office of the Village President. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The Village FOIA Appeal Form (To Appeal an Excess Fee) may be used. The Village Council is not considered to have received a written appeal until the first regularly scheduled Village Council meeting following submission of the written appeal

Within 10 business days after receiving the appeal, the Village President will respond in writing by:

- Waiving the fee;
- Reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee, accompanied by a certification by the Village Council that the statements in the determination are accurate and the reduced fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA;
- Upholding the fee and issuing a written determination indicating the specific basis under Section 4 of the FOIA that supports the required fee, accompanied by a certification by the Village Council that the statements in the determination are accurate and the fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Village President will respond to the written appeal.

Within 45 days after receiving notice of the Village Council's determination of a fee appeal, a requestor may commence a civil action in Ottawa County Circuit Court for a fee reduction. If a civil action is filed appealing the fee, the Village is not obligated to process the request for the public record until the Court resolves the fee dispute.

An action shall not be filed in circuit court unless **one** of the following applies:

- The Village does not provide for appeals of fees;
- The Village Council fails to respond to a written appeal as required, or
- The Village Council issued a determination to a written appeal.

If a court determines that the Village required a fee that exceeds the amount permitted under its publicly available Procedures and Guidelines or Section 4 of the FOIA, the court shall reduce the fee to a permissible amount. Failure to comply with an order of the court may be punished as contempt of court.

If the requesting person prevails in court by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages.

If the court determines that the Village has arbitrarily and capriciously violated the FOIA by charging an excessive fee, the court shall order the Village to pay a civil fine of \$500.00, which shall be deposited in the general fund of the State Treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

#### **Section 10: Conflict with Prior FOIA Policies and Procedures; Effective Date**

To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by Village Council or the Village Administration these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the Village Council or the Village Administration, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the applicable

statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the Village Council or the Village Administration, and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law. The FOIA Coordinator shall inform the Village Council of any change these Policies and Guidelines.

These FOIA Policies and Guidelines become effective July 1, 2015.

### **Section 11: Appendix of Village of Spring Lake FOIA Forms**

- Request For Public Records Form
- Notice to Extend Response Time Form
- Notice of Denial Form
- Waiver of Fee Form
- Detailed Itemization of Fees Form
- Appeal of Denial of Records Form
- Certification Form
- Appeal of Excess Fee Form

#### **VILLAGE OF SPRING LAKE WRITTEN PUBLIC SUMMARY OF FOIA PROCEDURES AND GUIDELINES**

**It is the public policy of this state that all persons  
(except those persons incarcerated in state or local correctional facilities)  
are entitled to full and complete information regarding the affairs of government  
and  
the official acts of those who represent them as public officials and public  
employees.**

**The people shall be informed so that they may fully participate in the democratic  
process.**

Consistent with Public Act 563 of 2014 amending the Michigan Freedom of Information Act (FOIA), the following is the Written Public Summary of the Village's FOIA Procedures and Guidelines relevant to the general public.

This is only a summary of the Village's FOIA Procedures and Guidelines. For more details and information, copies of the Village's FOIA Procedures and Guidelines are available at no charge at the Village Hall and on the Village's website: [www.springlakevillage.org](http://www.springlakevillage.org)

#### **1. How do I submit a FOIA request to the Village of Spring Lake?**

- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the Village of Spring Lake must be submitted in writing.
- A request must sufficiently describe a public record so as to enable the Village to find it.
- No specific form to submit a written request is required. However, a FOIA request form for your use and convenience is available on the Village's website at [www.springlakevillage.com](http://www.springlakevillage.com).
- Written requests can be made in person by delivery to the Village office in person or by mail.
- Request can also be made by facsimile by calling 616-847-1393.
- A request may also be submitted by e-mail. To ensure a prompt response, e-mail requests should contain the term "FOIA" or "FOIA Request" on the subject line and be sent to [Lori@springlakevillage.org](mailto:Lori@springlakevillage.org).

*Note: If you are serving a sentence of imprisonment in a local, state or federal correctional facility you are not entitled to submit a request for a public record.*

## **2. What kind of response can I expect to my request?**

- Within 5 business days of receipt of a FOIA request the Village will issue a response. If a request is received by facsimile or e-mail, the request is deemed to have been received on the following business day. The Village will respond to your request in one of the following ways:
  - Grant the request;
  - Issue written notice denying the request;
  - Grant the request in part and issue a written notice denying in part the request;
  - Issue a notice indicating that due to the nature of the request the Village needs an additional 10 business days to respond; or
  - Issue a written notice indicating that the public record requested is available at no charge on the Village's website.
- If the request is granted, or granted in part, the Village will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available. If the cost of processing the request is expected to exceed \$50.00, or if you have not paid for a previously granted request, the Village will require a deposit before processing the request.

## **3. What are the Village's fee deposit requirements?**

- If the Village has made a good faith calculation that the total fee for processing the request will exceed \$50.00, the Village will require that you

provide a deposit in the amount of 50% of the total estimated fee. When the Village requests the deposit it will provide you a non-binding best efforts estimate of how long it will take to process the request following receipt by the Village of your deposit.

- If the Village receives a request from a person who has not paid the Village for copies of public records made in fulfillment of a previously granted written request, the Village will require a deposit of 100% of the estimated processing fee before it begins to search for the public records for any subsequent written request when all of the following conditions exist:
  - The final fee for the prior written request is not more than 105% of the estimated fee;
  - The public records made available contained the information sought in the prior written request and remain in the Village's possession;
  - The public records were made available to the individual, subject to payment, within the time frame estimated by the Village to provide the records;
  - 90 days have passed since the Village notified the individual in writing that the public records were available for pickup or mailing;
  - The individual is unable to show proof of prior payment to the Village; and
  - The Village has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The Village will not require the 100% estimated fee deposit if any of the following apply:
  - The person making the request is able to show proof of prior payment in full to the Village;
  - The Village is subsequently paid in full for all applicable prior written requests; or
  - 365 days have passed since the person made the request for which full payment was not remitted to the Village.

#### **4. How does the Village calculate FOIA processing fees?**

- A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the Village because of the nature of the request in the particular instance, and the Village specifically identifies the nature of the unreasonably high costs.
- The Michigan FOIA statute permits the Village to assess and collect a fee for six designated processing components. The Village may charge for the following costs associated with processing a request:
  - Labor costs associated with searching for, locating and examining a

requested public record.

- Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
  - The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media.
  - The cost of duplication or publication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the Village's website if you ask for the Village to make hard copies for you.
  - Labor costs associated with duplication or publication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
  - The cost to mail or send a public record to a requestor.
- Labor Costs.
    - All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.
    - Labor costs will be charged at the hourly wage of the lowest-paid Village employee capable of doing the work in the specific fee category, regardless of who actually performs work.
    - Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. The Village may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits; but in no case may it exceed the actual cost of fringe benefits.
    - Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit costs.
  - Copying and Duplication.
    - The Village must use the most economical method for making copies of public records, including using double sided printing, if cost-saving and available.
  - Non-Paper Physical Media.
    - The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
    - This cost will only be assessed if the Village has the technological capability necessary to provide the public record in the requested non-paper physical media format.

- Paper Copies.
  - Paper copies of public records made on standard letter (8-1/2 x 11) or legal (8-1/2 x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
- Mailing Costs.
  - The cost to mail public records will use a reasonably economical and justified means.
  - The Village may charge for the least expensive form of postal delivery confirmation.
  - No cost will be made for expedited shipping or insurance unless you request it.

## **5. How do I qualify for a reduction of the processing fees?**

- The Village may waive or reduce the fee associated with a request when Village determines that to do so is in the public interest because release of the information is considered as primarily benefitting the general public.
- The Village will waive the first \$20.00 of the processing fee for a request if you submit an affidavit stating that you are:
  - Indigent and receiving specific public assistance; or
  - If not receiving public assistance, stating facts demonstrating an inability to pay because of indigency.
- You are not eligible to receive the \$20.00 waiver if you:
  - Have previously received discounted copies of public records from the Village twice during the calendar year; or
  - Are requesting information on behalf of other persons who are offering or providing payment to you to make the request.
- An affidavit is a sworn statement. For your convenience, the Village has provided an Affidavit of Indigency form for the waiver of FOIA fees on its website.
- The Village will waive the fee for a nonprofit organization which meets all of the following conditions:
  - The organization is designated by the State under federal law to carry out activities under Subtitle C the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals With Mental Illness, Act

Public Law 99-319;

- The request is made directly on behalf of the organization or its clients;
- The request is made for a reason wholly consistent with the provisions of federal law under Section 931 of the Mental Health Code; and
- The request is accompanied by documentation of the organization's designation by the State, if requested by the public body.

## 6. How may I challenge the denial of a public records or an excessive fee?

NOTE: THE VILLAGE COUNCIL IS NOT CONSIDERED TO HAVE RECEIVED A WRITTEN APPEAL UNTIL THE FIRST REGULARLY SCHEDULED VILLAGE COUNCIL MEETING AFTER SUBMISSION OF THE WRITTEN APPEAL.

### ○ Appeal of a Denial of Public Record

If you believe that all or a portion of public records has not been disclosed or has been improperly exempted from disclosure; you may appeal to the Village Council by filing a written appeal of the denial with the Office of the Village President. The appeal must be in writing, specifically state the word “appeal,” and identify the reason or reasons you are seeking a reversal of the denial. You may use the Village FOIA Appeal Form (To Appeal a Denial of Records) which is available on the Village’s website.

Within 10 business days of receiving the appeal the Village Council will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not the requestor submitted an appeal of a denial to the Village Council, the requestor may file a civil action in Ottawa County Circuit Court within 180 days after the Village’s final determination to deny your request. Should you prevail in the civil action the court will award you reasonable attorneys’ fees, costs and disbursements. If the court determines that the Village acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1,000.00.

### ○ Appeal of an Excessive FOIA Processing Fee

If you believe that the fee charged by the Village to process your FOIA request exceeds the amount permitted by state law, you must first appeal to the Village Council by filing a written appeal for a fee reduction to the Office of the Village President. The appeal must be in writing, specifically

state the word “appeal” and identify how the required fee exceeds the amount permitted.

Within 10 business days after receiving the appeal, the Village Council will respond in writing by:

- Waiving the fee;
- Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Village Council will respond to the written appeal.

Within 45 days after receiving notice of the Village Council's determination of the processing fee appeal, the requestor may commence a civil action in Ottawa County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that the Village acted arbitrarily and capriciously by charging an excessive fee, the court may also award the requestor punitive damages in the amount of \$500.00.

## **7. Need more details or information?**

This is only a summary of the Village of Spring Lake's FOIA Procedures and Guidelines. For more details and information, copies of the Village of Spring Lake's FOIA Procedures and Guidelines are available at no charge at any Village office and on the Village's website, [www.springlakevillage.org](http://www.springlakevillage.org).

**B. ELLIOT GRYSSEN, M.D., J.D.**  
ATTORNEY AND COUNSELOR AT LAW

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806 RIVER STREET  
SPRING LAKE, MICHIGAN 49456-1953  
www.grysen.com  
(616) 847-2121  
FAX (616) 847-6208  
grysenlawfirm@grysenlaw.com

June 18, 2015

**VIA FAX**

Village Council Members  
Village of Spring Lake  
102 W Savidge Street  
Spring Lake, MI 49456

**RE: APPEAL OF PETITIONERS Amended Freedom of Information Request for Public Records Michigan Freedom of Information Act, Public Act 442 of 1976 MCL15.231, et. seq.**

Dear Village Council Members:

Please consider this a formal appeal of the Village of Spring Lake's recent responses to my requests for the documents described below.

The following public records in the possession or control of the Village of Spring Lake:

All records starting January 1, 2013 related to Spring Lake Village, and All Shores Wesleyan Church's activities and communications, involving Wesleyan Church's purchase of 214 South Fruitport Road for use as an auto entrance/exit to the Wesleyan Church's property and the creation of a bike path over the residential lot at 214 South Fruitport Road. This includes all minutes of any meetings, official voting records, right of way permits, legal opinions, letters from Spring Lake Village to any party or received by Spring Lake Village involving this use, emails from Spring Lake Village to any party or received by Spring Lake Village involving this use, notes, maps, drawings, applications, permits or any other means of recording meaningful content.

The documents provided by the Freedom of Information Act Officer and the Village President are deficient and incomplete. There is no listing of documents withheld and the reason the documents were withheld. The documents appear to contain only the records from the Village Manager and do not contain e-mails, attachments, memos, and documents that would be expected from other employees and the Village Council who were involved in this issue. In comparison to the documents provided by the Township of Spring Lake, some of the documents that would be expected in the files or on computer drives in the Village of Spring Lake are not found.

Village Council  
Village of Spring Lake  
June 18, 2015  
Page Two

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This is a formal appeal to you as the Village Council of the Village of Spring Lake. You have ten days in which to respond to this appeal.

Please contact me directly with any questions:

Bernard Elliot Grysen  
806 River Street  
Spring Lake, MI 49456  
Ph 616-847-2121  
Fax 616-847-6208  
Email: [Elliot@grysenlaw.com](mailto:Elliot@grysenlaw.com)

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Elliot Grysen', with a long, sweeping horizontal flourish extending to the right.

B. Elliot Grysen, M.D., J.D.  
BEG/nsd

Village: Keep original and provide copy of both sides, along with Public Summary, to requester at no charge.

Village of Spring Lake, Ottawa County  
102 West Savidge Street  
Spring Lake, MI 49456  
Phone: (616) 842-1393

Denial Form

### Notice of Denial of FOIA Request

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: 3 Date Received: 06-18-15 Check if received via:  Email  Fax  Other Electronic Method  
Date of This Notice: 06-24-15 Date delivered to junk/spam folder: \_\_\_\_\_  
(Please Print or Type) Date discovered in junk/spam folder: \_\_\_\_\_

Name	<u>B. Elliot Grysen</u>	Phone	<u>616 847 2121</u>
Firm/Organization	<u>Grysen + Associates</u>	Fax	<u>616 847 6208</u>
Street	<u>806 River</u>	Email	<u>elliott@grysenlaw.com</u>
City	<u>Spring Lake</u>	State	<u>MI</u>
		Zip	<u>49456</u>

Request for:  Copy  Certified copy  Record inspection  Subscription to record issued on regular basis

Delivery Method:  Will pick up  Will make own copies onsite  Mail to address above  Email to address above  
 Deliver on digital media provided by the Village: \_\_\_\_\_

Record(s) You Requested: (Listed here or see attached copy of original request)  
\_\_\_\_\_  
\_\_\_\_\_

All OR  Part of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact Christine at springlakenillage.org

#### Reason for Denial:

1. Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection 9 (insert number), because: legal opinions

2. Record Does Not Exist: This item does not exist under the name provided in your request or by another name reasonably known to the Village. A certificate that the public record does not exist under the name given is attached. If you believe this record does exist, provide a description that will enable us to locate the record: \_\_\_\_\_

3. Redaction: A portion of the requested record had to be separated or deleted (redacted) as it is exempt under FOIA Section 13, Subsection \_\_\_\_\_ (insert number), because: \_\_\_\_\_

A brief description of the information that had to be separated or deleted: \_\_\_\_\_  
\_\_\_\_\_

#### Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the Village Council or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the Village has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator:

Christine Burns

Date: 062415

## FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

**15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.**

Sec. 10.

- (1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:
  - (a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.
  - (b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.
- (2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:
  - (a) Reverse the disclosure denial.
  - (b) Issue a written notice to the requesting person upholding the disclosure denial.
  - (c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.
  - (d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.
- (3) A Council or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that Council or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).
- (4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.
- (5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.
- (6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).
- (7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

**History:** 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015

**PILOT AGREEMENT FOR INFORMATION TECHNOLOGY  
SERVER HOSTING AND RELATED SERVICES**

This Agreement is made as of \_\_\_\_\_, 2015, by the Village of Spring Lake, a Michigan municipal corporation, 102 W. Savidge Street, Spring Lake, MI 49456 (“the Village”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. The State of Michigan encourages cooperation and service sharing between local government units like the Village and Ottawa County, and intends to consider such cooperation and service sharing in its decisions about distribution of the State of Michigan funds.
  
- B. The Village has requested that Ottawa County’s Innovation and Technology Department provide assistance in hosting server based applications and document storage with backup capabilities (as described and defined in this Agreement), along with other information technology related services, and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.
  
- C. Ottawa County is willing to assist the Village by providing the requested information technology services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Village and Ottawa County agree as follows:

**1. General Agreement:** Ottawa County agrees to provide information technology services for the Village. The services will be administered by the Ottawa County Innovation and Technology Director, or designated representative, who will oversee said services and communicate with the Village Manager, or designated representative. Ottawa County agrees to perform the following services through its employees, and provide the materials set forth herein:

- A. **Scope of Service** – The specific scope of services is as follows:
  - 1. IT Hosting Services** – Exhibit A, Service Level Agreement for IT Hosting Services between the Village and the Innovation and Technology Department of Ottawa County, details the specific scope of services for the base level of service covered by this Agreement. The cost for this service is outlined in Section 2, including cost for initial set-up and annual service.
  
  - 2. Additional Services** – It is anticipated that additional services may be requested by the Village in addition to IT Hosting Services. Examples of such services may include but are not limited to; serving as a technical

advisor to make recommendations for IT systems, consult on software systems, or to provide ongoing desktop support. The County will charge the Village for additional services provided, as outlined in Section 2.

**3. Approval of Additional Services** – The Village Manager, or approved designee, will approve all additional services prior to the County performing such services. The County will provide information on the scope of work to be performed and the estimated cost associated with the work if requested by the Village.

**B. Qualified Staff** - All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance, and be trained and qualified.

**C. Equipment and Supplies** – The County will provide the servers and other related equipment to store the applications and documents of the Village and to backup that information. The Village will provide all computers, switching and fiber connections to access the servers at the County.

**D. Conduct of Operations** - Both parties recognize that good public relations are vital to the success of this partnership. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of Village staff and the public.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to the Village to allow for alternate arrangements. When possible, system maintenance should not be scheduled during regular business hours.

**2. Payment for Services Provided:**

**A. Initial Set-Up Cost** –It is difficult to predict the amount of staff time necessary to transfer data, configure servers, and confirm proper Village access to the data. The Village will be charged an hourly rate for this initial set-up for actual time spent by staff, covering the cost of the County including salary benefits and overhead. Charges would also include any direct cost incurred by the County for equipment (switches, cabling, etc.) or services (internet or fiber access) that support this Agreement with the Village.

**B. Annual Cost** – A set cost for providing server space and backup capabilities to host Village data will include the expected hours of staff to support and maintain the operability of that service. The partial first year cost of that service, through 2015, is \$3,000. The second year cost, through 2016, of that service is \$6,000.

**C. Additional Services and Cost** – It is expected that additional services may be requested by the Village outside the scope of services described in Section 1, ongoing desktop support provided at Village offices is an example of an additional service. The Village will be charged for additional services an

hourly rate for this initial set-up for actual time spent by staff, covering the cost of the County including salary benefits and overhead. Charges would also include any cost incurred by the County for equipment (switches, cabling, etc.) or services (internet or fiber access) that support this Agreement with the Village.

- D. **Invoices** - Invoices will be provided to the Village from the County including line item detail. Invoices will be processed and paid by the Village in accordance with standard Village procedures.
3. **Independent Contractor**: At all times and for all purposes under this Agreement, the relationship of Ottawa County to the Village shall be that of an independent contractor. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Innovation and Technology Director.
4. **Indemnification and Hold Harmless**: Each party shall indemnify and hold the other party harmless from claims which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
5. **Insurance**: The Village will include Ottawa County, the Ottawa County Innovation and Technology Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks under this Agreement. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the Village and its officers, employees and agents as additional named insureds on a policy of insurance for all risks under this Agreement. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will provide Worker's Compensation Coverage on its employees. Written proof of the existence of such insurances will be supplied by the Village and Ottawa County as of effective date of this Agreement, and at such times during the term thereafter as Ottawa County or the Village may reasonably require.
6. **Term of Agreement**: The effective date of this Agreement shall be \_\_\_\_\_, 2015. This Agreement shall continue in effect from the effective date through December 31, 2016. It may be renewed thereafter for up to five (5) successive one (1) year terms, by mutual written agreement of the parties, entered into not later than November 31, 2016, and November 31 of each expiring one (1) year term thereafter.
7. **Miscellaneous**:
- A. **Section Headings**. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

B. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

C. **Entire Agreement and Amendment.** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

D. **Successors and Assigns.** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

Village of Spring Lake:

By: \_\_\_\_\_

Jim MacLachlan

Its: Village President

By: \_\_\_\_\_

Marv Hinga

Its: Village Clerk

COUNTY OF OTTAWA:

By: \_\_\_\_\_

James C. Holtrop

Its: Chairperson, Board of Commissioners

By: \_\_\_\_\_

Justin F. Roebuck

Its: County Clerk/Register of Deeds

## Christine Burns

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**From:** kvanbeek@miottawa.org  
**Sent:** Tuesday, June 30, 2015 5:13 PM  
**To:** Christine Burns  
**Cc:** dhulst@miottawa.org; mmorrow@miottawa.org  
**Subject:** IT Services - To Do  
**Attachments:** SLV-pilotagreementforITservices2015-draft.doc; SLV-ITserviceagreementDRAFT.docx

Hello Christine -

As discussed last week, we probably need to proceed with an agreement regarding IT Services. Please find attached an updated agreement just for you guys, using the terms we arranged with SLT. Dave and Mike are included so they can do a quick review also, but I don't think anything has changed.

The basics are:

- initial pilot that allows for multiple renewals
- has a base cost of \$6,000 for hosting, pro-rated in this first year for \$3,000
- does outline that we likely will have some initial set-up costs that we would bill on a T&M basis
- then we bill for services outside basic support at an hourly rate
- Dave/Mike --- can you send to Christine what that rate is for our various personnel this year? We update that with our budget yearly and detail the hours and rates in our invoices

Thanks! If you indicate this is good, let me know your timing for getting approval and we will do the same on our side.

Keith Van Beek  
Assistant County Administrator  
County of Ottawa  
12220 Fillmore Street  
West Olive, MI 49460  
(616) 738-4642  
[www.miottawa.org](http://www.miottawa.org)

35.0800

**OAK WILT ORDINANCE  
TOWNSHIP OF GRAND HAVEN, MICHIGAN  
ord. no. \_\_\_\_ eff. \_\_\_\_\_**

An Ordinance to control the spread of oak wilt; and to establish an effective date.

THE TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN,  
ORDAINS:

**35.0801      Sec. 1            DEFINITIONS**

The following words and phrases, when used in this Ordinance, shall have the meanings respectively ascribed to them in this Section, except where the context clearly indicates a different meaning.

1. "Oak Wilt" means a disease of oak trees from the fungus, *Ceratocystis Fagacearum*, carried by way of grafted root systems between infected and healthy trees, insects carrying spores, or the movement of infected wood.

**35.0802      Sec. 2            PUBLIC NUISANCE DECLARED – OAK WILT DISEASE**

The following are declared to be public nuisances whenever and wherever they may be found within the designated oak wilt control areas:

1. Any living or standing tree or part thereof in the red oak group, such as red oak, pin oak, and black oak, infected to any degree with the oak wilt fungus, *Ceratocystis Fagacearum*.
2. Any living or standing tree in the white oak group, such as white oak, and bur oak, that poses a threat of transmission of the oak wilt fungus to other trees of the same species through interconnected root systems.
3. Any parts of infected oaks that do not have bark removed, including logs, branches, stumps and firewood.

**35.0803      Sec. 3            CONTROLLING SPREAD OF OAK WILT**

1. To control overland spread of oak wilt, pruning, cutting or other wounding of oaks is prohibited, from April 15 until October 15, without written approval from the Township. During this period (April 15 until October 15), if wounding occurs or pruning is necessary in response to an emergency (storm, equipment damage), a tree wound dressing shall be applied within 24 hours to each wound. The cut surface of stumps from living, non-infected oaks shall be immediately painted with a tree wound dressing.

2. Any diseased material to be used as fuel wood or to be salvaged for other

purposes must be debarked or completely covered by heavy plastic (minimum of 4 mil) for a period of time from April 15 until October 15. Between April 15 and October 15, stumps of infected trees shall be removed or debarked to ground-line to eliminate all possibilities of formation of fungal mats and overland spread by insects. Between April 15 and October 15, any branch greater than two inches in diameter shall be disposed of by burning, chipping, or removal to an authorized dump site.

3. Grafted roots should be cut in areas where the infected tree is close in proximity to infected trees to prevent infection through the roots.

**35.0804      Sec. 4                    ADMINISTRATIVE LIABILITY**

No officer, agent, employee, or member of the Township Board shall be personally liable for any damage that may accrue to any Person as a result of any act, decision, or other consequence or occurrence arising out of the discharge of duties and responsibilities pursuant to this Ordinance.

**35.0805      Sec. 5                    VIOLATIONS**

Any Person violating the provisions of this Ordinance shall be responsible for a municipal civil infraction. The penalty for a violation of this Ordinance shall be a civil fine of not less than \$50.00, plus costs and other sanctions. Increased civil fines may be imposed for repeat violations of this Ordinance by a Person. A "repeat violation" of this Ordinance is a second or subsequent violation of this Ordinance committed by a Person within six months of a prior violation of this Ordinance, and for which the Person admits responsibility or is determined to be responsible. The penalty for a violation of this Ordinance which is a first repeat violation shall be a civil fine of not less than \$250.00, plus costs and other sanctions. The penalty for a violation of this Ordinance which is a second or subsequent repeat violation shall be a civil fine of not less than \$500.00, plus costs and other sanctions. The Township Supervisor, Township Superintendent (Township Manager), an authorized Township official, any law enforcement officer of the Ottawa County Sheriff's Department or the Michigan State Police, and the Township Attorney are authorized to issue municipal civil infraction citations for violations of this Ordinance.

**35.0806      Sec. 6                    REPEAL**

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

**35.0809      Sec. 11                  EFFECTIVE DATE**

This Ordinance was approved and adopted by the Township Board on \_\_\_\_\_, after its introduction and first reading on \_\_\_\_\_, and after

its publication in the manner provided by Public Act 359 of 1947, as amended. This Ordinance shall take effect 30 days after its publication following adoption.

Adopted:

June 26, 2015

Planning Commission  
The Village of Spring Lake  
102 W. Savidge  
Spring Lake, MI 49456

Dear Planning Commissioners,

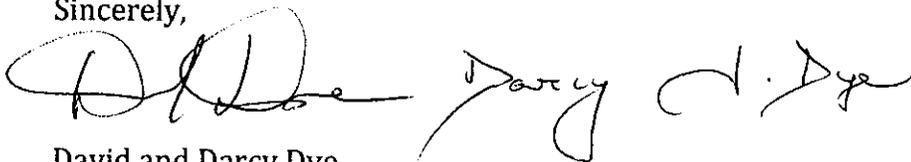
The very thing that you discussed at your June 23<sup>rd</sup> meeting has happened in our side yard. Today, the Township DPW crew excavated a trench along our south property line, clipping the roots of at least two old growth trees growing in our yard. This was in contradiction to the agreement worked out with the Fire Chief, the Village Planner, the engineer from Prein Newhoff, and the Cole Russel architect on April 1, 2015.

We immediately went to Village Hall to register a complaint. The Village Manager refused to see us, saying that we needed to contact the Township Manager. The Township Manager was unavailable and did not return our phone call. The Zoning Official asked if the agreement was in writing or if it was just a handshake. He said the best he could do was to report it to the appropriate official. We finally contacted the Fire Chief who came right out. He let us know that this was not supposed to have happened.

So now two old growth trees on our property, as well as the oak in the right-of-way that you asked the Township to save, have been damaged by Township staff and an excavator who were not following orders! Our arborist has been notified. Like the ancient oak in front of Holmes School, our two trees may now have become a safety liability.

Please, please address the Village tree ordinance and find a way to stop this kind of thing from happening again and again.

Sincerely,

Handwritten signatures of David and Darcy Dye. The signature on the left is 'David Dye' and the signature on the right is 'Darcy Dye'.

David and Darcy Dye  
114 N. Fruitport Rd.  
Spring Lake, MI 49456



102 W. SAVIDGE ST. • SPRING LAKE, MI 49456

PHONE: 616-842-1393 • FAX: 616-847-1393

[www.springlakevillage.org](http://www.springlakevillage.org)

July 10, 2015

Mr. & Mrs. David Dye  
PO Box 182  
Spring Lake MI 49456

Dear Mr. & Mrs. Dye,

Planner Jennifer Howland forward a copy of your letter (dated June 26, 2015 and received July 1, 2015) to me that was originally mailed to Planning Commission Chairperson Christine Miller. Unfortunately, your request for the Planning Commission to address the Village's tree ordinance was misdirected as the Planning Commission is not the body to hear the request to amend the tree ordinance. The request should have been addressed to Village Council and I will be happy to forward your letter to them.

I feel obligated to address a couple of statements made in your letter to the Planning Commission. The trench that was excavated by Spring Lake Township crews was entirely on their property or in the right-of-way. The crews were excavating in order to locate water/sewer lines to meet a tight deadline that was established by the Ottawa County Road Commission for repaving N. Fruitport Road. In order to install the water and sewer taps to the new fire station, as well as the curb cuts, it is necessary for the township to excavate on their property. It inherently makes more sense to have this done prior to the repaving the road, rather than wait until construction commences on the fire station later this fall and patch brand new asphalt.

You stated, "*The Village Manager refused to see us...*" At no time did I "*refuse to see you.*" At the moment that you dropped by Village Hall, I had a Council Member in my office and was in the middle of a meeting. If Mary failed to inform you of my availability (or lack thereof), for that I apologize and will have a conversation with her. The Council Member who was in my office heard Mary's request on the intercom whereas she stated that you were in the lobby and wanted to discuss dirt being piled on your property from the excavation. At no time did Mary convey that you were in the lobby to discuss a tree or its roots. I responded to Mary that if you had a trespass issue (i.e. the neighbor's dirt being on your side of the property line) you were better served discussing the issue with your neighbor...i.e. staff at Spring Lake Township. The Village does not involve itself in trespass matters between property owners. If at any time, you would like my undivided attention and a guarantee to speak with me I am always

happy, as is my staff, to set up an appointment. Our phone number at Village Hall is 842-1393; all staff members have access to my calendar. You can also email me at [christine@springlakevillage.org](mailto:christine@springlakevillage.org).

I believe the Oak you were referring to in your letter is actually in front of the Spring Lake Intermediate School, not Holmes Elementary. You state that the SLT crew clipped "the roots of two old growth trees" and "our two trees may now have become a safety liability" along your south property lines. The key words in your sentence are "clipped" and "may." I believe it is premature to speculate on the outcome of the excavation. As you undoubtedly heard Village Attorney Bob Sullivan state at the last Council Meeting (when discussing the Oak tree at the Intermediate School) property owners own *to the property line*, up to the sky as well as the dirt and what's in it. Spring Lake Township legally has the right to trim any/all branches and roots that are "trespassing" onto their property and there is no ordinance that the Village can adopt that will supersede property law.

Fondly,

A handwritten signature in cursive script that reads "Christine Burns". The signature is written in black ink and is positioned above the typed name and title.

Christine Burns  
Village Manager

Cc: Village Council  
Spring Lake Township  
Planning Commission

# Spring Lake District Library Calendar of Events July 2015



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>Summer reading fun for all ages continues!</p> 	<p><a href="https://twitter.com/sldlibrary">Twitter.com/sldlibrary</a></p>  <p><a href="https://www.facebook.com/SpringLakeDistrictLibrary">Facebook.com/SpringLakeDistrictLibrary</a></p>	<p>Questions? Call 616.846.5770 or visit <a href="http://sllib.org">sllib.org</a> for more info</p>	<p>1 10 am Draw Star Wars Heroes &amp; Villains with artist Corinne Roberts</p> <p>1 pm Meet a Community Hero: Dr. Christine Ryan</p>	<p>2 10 am Royal Tea with Princess Anna; pre-registration required, limit 60 children</p>	<p>3 Library closed</p>	<p>4  Library closed</p>
<p>5 Sunday hours resume 9/13</p>	<p>6 6:30-7:30 Kids Book Club; pre-registration required</p>	<p>7 2 pm Superhero Training Camp</p> <p>7 pm Storm Chaser Bill Oosterbaan</p>	<p>8 9:30-10:30 am OAISD Play 'n Learn for ages 0-5</p> <p>2 pm Teen Minute to Win It; ages 10-18</p> <p><i>Last day to pre-register for Flower Design for Kids</i></p>	<p>9 10:30 am Preschool Storytime: <i>When I Grow Up</i></p> <p>7 pm Story of King Tut with GR Public Museum</p>	<p>10 10:30 am Preschool Storytime: <i>When I Grow Up</i></p> <p>2 pm Family Movie: <i>Penguins of Madagascar</i>; PG, 92 minutes</p>	<p>11</p>
<p>12 Use your SLDL card to check out free passes to Grand Rapids Children's Museum, state parks, &amp; more!</p>	<p>13 10 am SLDL Friends; newcomers welcome!</p> <p>4-5:30 pm Chess Club for Kids</p>	<p>14 10 am Flower Design for Kids ages 3-12 with Tri-Cities Garden Club; pre-registration required</p>	<p>15 2:30 pm Digital Conversion Demo; pre-registration required</p>	<p>16 10:30 am Preschool Storytime: <i>To the Rescue!</i></p>	<p>17 10:30 am Preschool Storytime: <i>To the Rescue!</i></p>	<p>18  <i>Sign up at your convenience</i></p>
<p>19 8-12 year olds invited to sign up for Kids Book Club in August; book everyone will be talking about: "Out of My Mind"</p>	<p>20 10 am Meet a Community Hero: Farmer with Visser Farms</p>	<p>21 2 pm Superhero Party</p> <p>6:30 pm Orphan Train in Michigan</p>	<p>22 10 am Digital Conversion Demo; pre-registration required</p> <p>1 pm Air Zoo: Science on the Go!</p>	<p>23 10:30 am Preschool Storytime: <i>I Can Do It</i></p> <p>2 pm Activities for People with Alzheimer's and Other Forms of Dementia</p>	<p>24 10:30 am Preschool Storytime: <i>I Can Do It</i> <i>Registration deadline for 8/1 Watercolor Workshop</i></p> <p>2 pm Teen Movie: <i>Guardians of the Galaxy</i>; PG 13, 121 minutes</p>	<p>25</p>
<p>26  Find magazines &amp; more @ <a href="http://sld.org">sld.org</a></p> 	<p>27 6:30-7:30 pm Kids Book Club; pre-registration required</p>	<p>28 2 pm Teen Craft Day</p>	<p>29 10 am Digital Conversion Demo; pre-registration required</p> <p>2 pm Teen 'Escape for ages 10-18; video games &amp; refreshments</p>	<p>30 10:30 am Preschool Storytime: <i>Fantastic Friends</i></p> <p>2 pm Meet a Community Hero: Police Officer</p> <p>7 pm Lake MI Salmon with Dr. Dan O'Keefe</p>	<p>31 10:30 am Preschool Storytime: <i>Fantastic Friends</i></p> <p>1 pm Happy Birthday, Harry Potter!</p>	<p> Download eBooks @ <a href="http://sllib.org">sllib.org</a></p>



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRPERSON

MIKE ZIMMER  
DIRECTOR

June 30, 2015

Village Clerk  
Spring Lake Village  
marv@springlakevillage.org

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID#: 803125**

**Transfer ownership and location of 2015 Class C & SDM License**

**Name of applicant(s): Six Seventeen LLC**

**Business address and phone: 617 Savidge, Spring Lake, MI 49546**

**Home address and phone number of partner(s)/subordinates:**

1. Oran F. Rankin: 209 Summit Street, Spring Lake, MI 49456 B-(616) 935-7312 C-(616) 212-9200
2. Sara Rathbun: 209 Summit Street, Spring Lake, MI 49456 B-(616) 935-7312 C-(616) 499-5628

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

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

## MEMORANDUM

July 1, 2015

TO: All interested parties of the Low Income Housing Tax Credit Program

FROM: Andrew Martin  
Allocations Manager  
Low Income Housing Tax Credit Program

SUBJECT: April 1, 2015 Funding Round Tax Credit Activity

Enclosed is a list of projects that received an award or a conditional award of Tax Credit in the April 1, 2015 funding round. Information provided includes the name and address of the project, project sponsor and contact person, the maximum amount of credit awarded, total number of units in the project, and number of tax credit units.

If you have any questions about any of the projects, please contact LIHTC staff at (517) 373-6007.

Enclosure

APRIL 1, 2015 FUNDING ROUND RESERVATIONS

<b>Project #:</b> F15017	<b>Owner Contact:</b> Phil Seybert 989.779.9995		
<b>Project Name:</b> Castle St. Johns	Castle St. John LDHA LP		
<b>Project Address:</b> 207 Spring Street	805 W. Broadway, Suite 1		
	Mt. Pleasant, MI 48858		
<b>County:</b> Clinton	<b>Amt Requested:</b> \$360,254	<b># Bldgs:</b> 1	
	<b>Max Amt Awarded:</b> \$360,254	<b># Total Units:</b> 30	
	<b>Target Units:</b> Elderly	<b># LIHTC Units:</b> 24	
<b>Category/Set-Aside Funded In:</b> Open/Rural	<b>Year of Credit:</b> 2015		
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 115	<b>Final Score:</b> 101	

<b>Project #:</b> F15010	<b>Owner Contact:</b> Jonathan Mead 906.217.3006		
<b>Project Name:</b> Les Cheneaux Apartments	Les Cheneaux LDHA LP		
<b>Project Address:</b> 825 S. 26th Street	2501 14th Avenue South		
	Escanaba, MI 49829		
<b>County:</b> Delta	<b>Amt Requested:</b> \$198,289	<b># Bldgs:</b> 6	
	<b>Max Amt Awarded:</b> \$198,268	<b># Total Units:</b> 36	
	<b>Target Units:</b> Family	<b># LIHTC Units:</b> 36	
<b>Category/Set-Aside Funded In:</b> Preservation/Rural	<b>Year of Credit:</b> 2015		
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 95	<b>Final Score:</b> 83	

<b>Project #:</b> F15026	<b>Owner Contact:</b> David Cooper, Jr. 614.396.3200		
<b>Project Name:</b> Portland School	Portland School LDHA LP		
<b>Project Address:</b> 306 Brush Street	229 Huber Village Blvd, Suite 100		
	Westerville, OH 43081		
<b>County:</b> Ionia	<b>Amt Requested:</b> \$543,980	<b># Bldgs:</b> 1	
	<b>Max Amt Awarded:</b> \$543,980	<b># Total Units:</b> 29	
	<b>Target Units:</b> Family	<b># LIHTC Units:</b> 29	
<b>Category/Set-Aside Funded In:</b> Undesignated/Rural	<b>Year of Credit:</b> 2015		
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 105	<b>Final Score:</b> 88	

APRIL 1, 2015 FUNDING ROUND RESERVATIONS

<b>Project #:</b> F15025	<b>Owner Contact:</b> David Cooper, Jr. 614.396.3200	<b># Bldgs:</b> 2
<b>Project Name:</b> Grand View Place	Grand View Place LDHA LP	<b># Total Units:</b> 68
<b>Project Address:</b> 936 Front Ave NW	229 Huber Village Blvd, Suite 100	<b># LIHTC Units:</b> 68
	Westerville, OH 43081	
<b>County:</b> Kent	<b>Amt Requested:</b> \$1,213,362	
	<b>Max Amt Awarded:</b> \$1,213,362	
	<b>Target Units:</b> Family	
	<b>Category/Set-Aside Funded In:</b> Undesignated/Distressed	<b>Year of Credit:</b> 2015
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 131	<b>Final Score:</b> 128

<b>Project #:</b> F15021	<b>Owner Contact:</b> Dennis Sturtevant 616.454.0928	<b># Bldgs:</b> 5
<b>Project Name:</b> LCH36 Redevelopment Project	LCH36 LDHA LP	<b># Total Units:</b> 49
<b>Project Address:</b> 138, 349, 343 and 303 South Division Avenue and 344 Commerce SW	101 Sheldon Blvd, Suite 2	<b># LIHTC Units:</b> 49
	Grand Rapids, MI 49503	
<b>County:</b> Kent	<b>Amt Requested:</b> \$731,900	
	<b>Max Amt Awarded:</b> \$731,900	
	<b>Target Units:</b> Family	
	<b>Category/Set-Aside Funded In:</b> PSH/Distressed	<b>Year of Credit:</b> 2015
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 146	<b>Final Score:</b> 145

<b>Project #:</b> F15015	<b>Owner Contact:</b> Tracey Katzen 248.615.1313	<b># Bldgs:</b> 1
<b>Project Name:</b> Grandview Marquette, The	600 Altamont LDHA LP	<b># Total Units:</b> 56
<b>Project Address:</b> 600 Altamont Street	23370 Commerce Drive	<b># LIHTC Units:</b> 56
	Farmington Hills, MI 48335	
<b>County:</b> Marquette	<b>Amt Requested:</b> \$1,496,189	
	<b>Max Amt Awarded:</b> \$1,494,701	
	<b>Target Units:</b> Family	
	<b>Category/Set-Aside Funded In:</b> Undesignated/Rural	<b>Year of Credit:</b> 2015
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 142	<b>Final Score:</b> 125

APRIL 1, 2015 FUNDING ROUND RESERVATIONS

<b>Project #:</b> F15022	<b>Owner Contact:</b> Dennis Sturtevant	616.855.0410	<b># Bldgs:</b> 1
<b>Project Name:</b> Roosevelt Apartments	Roosevelt LDHA LP		<b># Total Units:</b> 52
<b>Project Address:</b> 525 W. Summit	101 Sheldon Blvd, Suite 2		<b># LIHTC Units:</b> 50
	Grand Rapids, MI 49503		
<b>County:</b> Muskegon	<b>Amt Requested:</b> \$1,097,958		
	<b>Max Amt Awarded:</b> \$1,097,958		
	<b>Target Units:</b> Family		
	<b>Category/Set-Aside Funded In:</b> Undesignated/Nonprofit	<b>Year of Credit:</b> 2015	
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 128	<b>Final Score:</b> 108	

<b>Project #:</b> F15005	<b>Owner Contact:</b> Kirsten Elliott	248.269.1302	<b># Bldgs:</b> 12
<b>Project Name:</b> Unity Park Rentals III	CHN Unity Park III LDHA LP		<b># Total Units:</b> 12
<b>Project Address:</b> Scattered Sites	570 Kirts Blvd, Suite 231		<b># LIHTC Units:</b> 12
	Troy, MI 48084		
<b>County:</b> Oakland	<b>Amt Requested:</b> \$284,495		
	<b>Max Amt Awarded:</b> \$284,495		
	<b>Target Units:</b> Family		
	<b>Category/Set-Aside Funded In:</b> PSH/Nonprofit	<b>Year of Credit:</b> 2015	
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 116	<b>Final Score:</b> 114	

<b>Project #:</b> F15016	<b>Owner Contact:</b> Phil Seybert	989.779.9995	<b># Bldgs:</b> 1
<b>Project Name:</b> Mill Point Place	Cutler View LDHA LP		<b># Total Units:</b> 24
<b>Project Address:</b> 400 Liberty Street	805 W. Broadway, Suite 1		<b># LIHTC Units:</b> 19
	Mt. Pleasant, MI 48858		
<b>County:</b> Ottawa	<b>Amt Requested:</b> \$296,393		
	<b>Max Amt Awarded:</b> \$296,393		
	<b>Target Units:</b> Elderly		
	<b>Category/Set-Aside Funded In:</b> Open/Rural	<b>Year of Credit:</b> 2015	
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 105	<b>Final Score:</b> 105	

APRIL 1, 2015 FUNDING ROUND RESERVATIONS

<b>Project #:</b> F15020	<b>Owner Contact:</b> Pete Potterpin 517.347.9662	<b># Bldgs:</b> 5
<b>Project Name:</b> Manistique Lakeview Apartments	PK Lakeview Apartments LDHA LP	<b># Total Units:</b> 40
<b>Project Address:</b> 701 Park Avenue	1784 Hamilton Road	<b># LIHTC Units:</b> 39
	Okemos, MI 48864	
<b>County:</b> Schoolcraft	<b>Amt Requested:</b> \$253,284	
	<b>Max Amt Awarded:</b> \$253,284	
	<b>Target Units:</b> Family	
	<b>Category/Set-Aside Funded In:</b> Preservation/Distressed	<b>Year of Credit:</b> 2015
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 85	<b>Final Score:</b> 85

<b>Project #:</b> F15024	<b>Owner Contact:</b> David Cooper, Jr. 614.396.3200	<b># Bldgs:</b> 1
<b>Project Name:</b> Cavalier Greene	Cavalier Greene LDHA LP	<b># Total Units:</b> 40
<b>Project Address:</b> 106 South Shiawassee Street	229 Huber Village Blvd, Suite 100	<b># LIHTC Units:</b> 40
	Westerville, OH 43081	
<b>County:</b> Shiawassee	<b>Amt Requested:</b> \$544,439	
	<b>Max Amt Awarded:</b> \$543,953	
	<b>Target Units:</b> Family	
	<b>Category/Set-Aside Funded In:</b> Open/Distressed	<b>Year of Credit:</b> 2015
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 112	<b>Final Score:</b> 107

<b>Project #:</b> F15013	<b>Owner Contact:</b> Matthew Hollander 269.388.4677	<b># Bldgs:</b> 12
<b>Project Name:</b> Gateway Village Sturgis	Sturgis Housing LDHA LP	<b># Total Units:</b> 100
<b>Project Address:</b> 101 Gateway Village Drive	1822 W. Milham Ave, Suite 1-C	<b># LIHTC Units:</b> 80
	Portage, MI 49024	
<b>County:</b> St. Joseph	<b>Amt Requested:</b> \$487,799	
	<b>Max Amt Awarded:</b> \$487,799	
	<b>Target Units:</b> Family	
	<b>Category/Set-Aside Funded In:</b> Preservation/Distressed	<b>Year of Credit:</b> 2015
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 100	<b>Final Score:</b> 102

APRIL 1, 2015 FUNDING ROUND RESERVATIONS

<b>Project #:</b> F15012	<b>Owner Contact:</b> Joshua Hafron 312.644.6396	<b># Bldgs:</b> 1
<b>Project Name:</b> Berkshire - Paw Paw	Berkshire Paw Paw LDHA LLC	<b># Total Units:</b> 42
<b>Project Address:</b> 308 E. Michigan Ave	212 West Kinzie	<b># LIHTC Units:</b> 42
	Chicago, IL 60654	
<b>County:</b> Van Buren	<b>Amt Requested:</b> \$808,682	
	<b>Max Amt Awarded:</b> \$808,682	
	<b>Target Units:</b> Elderly	
	<b>Category/Set-Aside Funded In:</b> Open/Distressed	
<b>Application Date:</b> 4/1/2015	<b>Year of Credit:</b> 2015	
	<b>Self Score:</b> 113	
	<b>Final Score:</b> 114	

<b>Project #:</b> F15003	<b>Owner Contact:</b> Eric Walker 614.273.3734	<b># Bldgs:</b> 1
<b>Project Name:</b> Clark East Towers	Clark East LDHA LP	<b># Total Units:</b> 200
<b>Project Address:</b> 1550 East Clark Road	2245 North Bank Drive	<b># LIHTC Units:</b> 199
	Columbus, OH 43220	
<b>County:</b> Washtenaw	<b>Amt Requested:</b> \$1,194,064	
	<b>Max Amt Awarded:</b> \$1,194,064	
	<b>Target Units:</b> Elderly	
	<b>Category/Set-Aside Funded In:</b> Preservation/Distressed	
<b>Application Date:</b> 4/1/2015	<b>Year of Credit:</b> 2015	
	<b>Self Score:</b> 104	
	<b>Final Score:</b> 89	

<b>Project #:</b> F15014	<b>Owner Contact:</b> Zachary Fosler 734.482.4300	<b># Bldgs:</b> 34
<b>Project Name:</b> New Parkridge Homes	New Parkridge LDHA LP	<b># Total Units:</b> 86
<b>Project Address:</b> 602-699 Armstrong Drive and	601 Armstrong Drive	<b># LIHTC Units:</b> 86
	503-577 First Court	
<b>County:</b> Washtenaw	<b>Amt Requested:</b> \$1,468,000	
	<b>Max Amt Awarded:</b> \$1,466,833	
	<b>Target Units:</b> Family	
	<b>Category/Set-Aside Funded In:</b> PSH/Distressed	
<b>Application Date:</b> 4/1/2015	<b>Year of Credit:</b> 2015	
	<b>Self Score:</b> 144	
	<b>Final Score:</b> 137	

APRIL 1, 2015 FUNDING ROUND RESERVATIONS

<b>Project #:</b> F15039	<b>Owner Contact:</b> Patrick Dorn 313.831.0199				
<b>Project Name:</b> Architects Building	Arch Bldg II LDHA LP				
<b>Project Address:</b> 415, 422 and 426 Brainard	3535 Cass Ave				
	Detroit, MI 48201				
<b>County:</b> Wayne	<b>Amt Requested:</b> \$376,498	<b># Bldgs:</b> 2			
	<b>Max Amt Awarded:</b> \$376,498	<b># Total Units:</b> 51			
	<b>Target Units:</b> Family	<b># LIHTC Units:</b> 51			
<b>Category/Set-Aside Funded In:</b> Preservation/Distressed	<b>Year of Credit:</b> 2015				
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 121	<b>Final Score:</b> 110			

<b>Project #:</b> F15023	<b>Owner Contact:</b> Bob Jacobson 734.769.1428				
<b>Project Name:</b> Bonita Lofts	Bonita Lofts LDHA LLC				
<b>Project Address:</b> 69 Seward	35 Research Dr, Ste 300				
	Ann Arbor, MI 48103				
<b>County:</b> Wayne	<b>Amt Requested:</b> \$511,667	<b># Bldgs:</b> 1			
	<b>Max Amt Awarded:</b> \$507,850	<b># Total Units:</b> 22			
	<b>Target Units:</b> Family	<b># LIHTC Units:</b> 17			
<b>Category/Set-Aside Funded In:</b> Undesignated/Distressed	<b>Year of Credit:</b> 2015				
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 115	<b>Final Score:</b> 80			

<b>Project #:</b> F15040	<b>Owner Contact:</b> Patrick Dorn 313.831.0199				
<b>Project Name:</b> Mt. Vernon	Mt. Vernon II LDHA LP				
<b>Project Address:</b> 677 W. Alexandrine	3535 Cass Ave				
	Detroit, MI 48201				
<b>County:</b> Wayne	<b>Amt Requested:</b> \$281,392	<b># Bldgs:</b> 1			
	<b>Max Amt Awarded:</b> \$281,392	<b># Total Units:</b> 45			
	<b>Target Units:</b> Family	<b># LIHTC Units:</b> 45			
<b>Category/Set-Aside Funded In:</b> Preservation/Distressed	<b>Year of Credit:</b> 2015				
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 107	<b>Final Score:</b> 104			

**APRIL 1, 2015 FUNDING ROUND RESERVATIONS**

<b>Project #:</b> F15033	<b>Owner Contact:</b> Gerald A. Krueger	313.881.8150	<b># Bldgs:</b> 5
<b>Project Name:</b> Ryan Court Apartments	Ryan Court 2013 LDHA LLC		<b># Total Units:</b> 72
<b>Project Address:</b> 2425 Ewald Circle	20250 Harper Avenue		<b># LIHTC Units:</b> 72
	Detroit, MI 48225		
<b>County:</b> Wayne	<b>Amt Requested:</b> \$1,121,052	<b>Year of Credit:</b> 2015	
	<b>Max Amt Awarded:</b> \$1,121,052	<b>Final Score:</b> 100	
	<b>Target Units:</b> Family		
	<b>Category/Set-Aside Funded In:</b> Undesignated/Distressed		
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 110		

<b>Project #:</b> F15035	<b>Owner Contact:</b> T. Van Fox	248.833.0550	<b># Bldgs:</b> 12
<b>Project Name:</b> Adams Senior Village	Adams Senior Village II/MHT LDHA LLC		<b># Total Units:</b> 120
<b>Project Address:</b> 2001 Kaley Avenue	32600 Telegraph Road, Suite 102		<b># LIHTC Units:</b> 120
	Westland, MI 48186		
<b>County:</b> Wayne	<b>Amt Requested:</b> \$743,818	<b>Year of Credit:</b> 2015	
	<b>Max Amt Awarded:</b> \$743,818	<b>Final Score:</b> 80	
	<b>Target Units:</b> Elderly		
	<b>Category/Set-Aside Funded In:</b> Preservation/Elderly		
<b>Application Date:</b> 4/1/2015	<b>Self Score:</b> 100		

<b>Total Amount Awarded:</b> \$14,006,536
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# County of Ottawa

## Sheriff's Office

Gary A. Rosema  
Sheriff

Steve A. Kempker  
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

June 26, 2015

Mr. Jim MacLachlan, Village President  
Ms. Christine Burns, Village Manager  
Village of Spring Lake  
102 W. Savidge Street  
Spring Lake, MI 49456

Dear Jim and Christine:

It's hard to believe that it is almost July 1, 2015. One year ago we began to providing your communities contracted law enforcement services with our department. In preparation for this transition, we had the opportunity to work for several months with both communities' leadership in working through various details from contracts, service levels, processes, and procedure changes, as well as employee concerns. I have to say that from a planning and implementation standpoint and a tremendous amount of cooperation, everything was ready to go. On July 1, 2014, we began a new relationship with both the Village of Spring Lake and the City of Ferrysburg.

The past year has been a great experience in both of your communities. Positive feedback from each of you, your respective councils, and the community have all been extremely positive. I believe everything that had been expected, and even the unknown, have all been able to be worked out as we have moved into the service process. As an organization, we have been extremely pleased with the selection and the supervision that Sergeant Jason Kik has provided this law enforcement project.

Going into this agreement, we understood that we wanted a supervisor that could work with each of you and the employees on a personal level and connect with your local communities. Our executive team and I believe that Jason has done this. In addition, I am very pleased with the working relationship that has developed at all levels in our department with the law enforcement contracted service in the village and the city. The cooperation of the members of the Sheriff's Office throughout this past year is something that I have appreciated from our Records Department, General Road Patrol, Detective Bureau, Spring Lake Township Community Policing, School Liaison, Senior Volunteers, to our Executive Team. Everyone has stepped up to help and support this transition into our department. As the Sheriff, this is significant and a very important part of the contracted service that we provide.

We knew going into this relationship with your communities that the biggest concern was the personal service level and for your existing employees that would be transitioning to our department. Both of your governmental bodies are to be commended for the process that you all worked through in making this seamless and equitable for everyone involved. I have had the opportunity a number of times throughout the year to interact with the staff assigned to Spring Lake/Ferrysburg in original interviews and as I see

them in their work environment in the community. Each and every time I have found them to be professional with a good understanding of their role as law enforcement officers. Most recently I have had the opportunity to meet with all of the full-time staff that are assigned to Spring Lake/Ferrysburg in an effort to just chat about their last year and answer any concerns that they may have had as this thing called "one year probation" was quickly coming up. Once again, I have to say that all contacts were extremely positive and all have settled into their new roles as members of the Sheriff Office assigned to Spring Lake/Ferrysburg. All staff has settled in and is serving your communities well. They all have understood the process and have appreciated being kept in the loop as we have moved forward.

With all of this said, it is my intention that the following deputies assigned to the Village of Spring Lake and the City of Ferrysburg will be notified that they have successfully completed their term of probation with the department: Deputy Joseph Steinhauer, Deputy Curt Theune, Deputy Cory Allard, Deputy Sean Turbett, Deputy Adam Hill, Deputy Greg Walski and Deputy Brian Tucker. We look forward to each of their involvement in the years ahead.

I have included some employee information just so that you are all aware of what opportunities have transpired for some of you current and past staff (just prior to the transition).

-- Deputy Mike Williams was hired from Spring Lake/Ferrysburg in March 2014 into our General Road Patrol. Most recently Mike has been assigned to our K-9 Unit and will be receiving his new partner within the next couple of months. I'm sure that we will once again be seeing Mike in and around your communities in his new assignment.

-- Deputy Adam VanDis was hired from Spring Lake/Ferrysburg in March 2014 into the General Road Patrol. Most recently Adam has been assigned to our South Grand Haven Patrol Quadrant.

-- Deputy Brian Tucker was hired full time into this contract as a former part-time employee with Spring Lake/Ferrysburg

-- Deputy Forrest Sabo who was part time was hired full time in September 2014 and is currently assigned to the City of Coopersville.

-- Deputy Tony Stariha who was part time was hired full time in March 2015 and is currently assigned to the City of Coopersville.

-- Deputy Adam Hill most recently was assigned to General Road Patrol to our Northeast Quadrant of the county.

-- Deputy Steven Thayer has returned to active status as a part-time deputy assigned to Spring Lake/Ferrysburg.

-- Deputy Jacob MacKeller is the most recent addition to our staff. Jacob has been a part time staff member since February 2015 and has been hired full time as of June 21, 2015 and is assigned to Spring Lake/Ferrysburg and member of the Ferrysburg Fire Department.

-- Deputy Sean Turbett has been assigned to the department's Dive Team.

In closing, this has been a good year for this law enforcement project for our department and I hope for the Village of Spring Lake and the City of Ferrysburg. Throughout this whole process, our goal has been to provide a professional law enforcement service that your communities deserve and career opportunities for all those involved in the delivery of that service. We look forward to the year(s) ahead in working with

all of you and your communities with the same level of interest and service that you all expect.

Thank you again for the support that has been shown in this relationship-building process that has turned into an excellent partnership for your communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary A. Rosema". The signature is fluid and cursive, with a large initial "G" and "R".

Gary A. Rosema  
Sheriff

c: Al Vanderberg, County Administrator



June 16, 2015

To the Village of Spring Lake:

On behalf of the Wolverine Chapter of the Antique Outboard Motor Club, we would like to thank the village for your hospitality and for the use of Mill Point Park for our show and swap meet. The show was a great success at this new location. It was well attended by both club members and the general public. We would also like to thank Mary Paparella and Roger Belknap for their help.

Co-Vice Presidents of Wolverine Chapter,

Noel and Amy Harrington



102 W. SAVIDGE ST. • SPRING LAKE, MI 49456

PHONE: 616-842-1393 • FAX: 616-847-1393

[www.springlakevillage.org](http://www.springlakevillage.org)

July 9, 2015

Mr. Dave Bennett  
917 W. Savidge Unit 34  
Spring Lake, MI 49456

Dear Dave:

On behalf of the Village of Spring Lake, I would like to thank you so much for your generous donation of the pictures. Your thoughtfulness is greatly appreciated.

Please use this letter as confirmation of your tax-deductible donation of \_\_\_\_\_.

Sincerely,

Chris Burns  
Village Manager

# DRAFT MINUTES

Monday June 15, 2015  
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, Meyers, Miller, Nauta, Powers, Van Strate.

**Absent:** None

## 4. Approval of the Agenda

On a motion by **Bennett**, seconded by **Nauta**, to approve the agenda as amended, moving item 11. Statements of Citizens to item 6. C.

Yes: 7                      No: 0

## 5. Consent Agenda

A. Approved the payment of the bills (checks numbered 56688 - 56788) in the amount of \$551,649.11.

B. Approved the minutes for the May 18, 2015 Council meeting.

C. Approved Resolution 2015 – 011, a Resolution approving a Raffle License Application by the Spring Lake Junior Sailing Association.

D. Approved Resolution 2015 – 13, a Resolution approving a Liquor License transfer for the Village Baker.

E. Approved Resolution 2015 – 10, a Resolution approving a new Freedom of Information Act Policy.

F. Approved proposed changes to policies related to Barber School.

- G. Approved budget amendments for Fiscal Year 2014/2015.
- H. Approved the disbursement of school taxes captured by the TIF district for 2005-2007.
- I. Approved the lease of a 2015 Chevrolet Equinox to replace a 2012 Buick Regal for an amount not to exceed \$226 for 39 months, allowing 10,000 miles per year with a \$2,000 down payment.
- J. Approved Shoreline Insurance's proposal for liability and property insurance for an amount not to exceed \$34,357.00 for Fiscal Year 2015/2016.

On a motion by **Bennett**, seconded by **Miller**, to approve the Consent Agenda.

Yes: 7                      No: 0

## **6. General Business**

### **A. Spring Lake Farmer's Market Presentation**

Courtney Geurink, Market Master for the Chamber of Commerce will be present to give a brief presentation regarding this year's Farmer's Market.

President **MacLachlan** introduced this item and Manager **Burns** gave a brief overview of the presentation by Courtney Geurink.

Ms. Geurink reported to Council that Spring Lake's Farmer's Market has 12 stalls with 12 vendors that are seasonal that are there every week. Ms. Geurink explained the children's activities, events and programs that are new this year. Ms. Geurink also explained that, thanks to a Grant from the Community Foundation, they can now accept Bridge cards and in addition to Bridge Cards they have the double-up food bucks that match the amount spent on the Bridge Card and also now except Project Fresh, Market Fresh, Dune Dollars and Healthy Market Bucks.

### **B. Purchasing Policy**

Village Auditors recommended the Council consider reviewing and potentially amending the purchasing policy, which was adopted on June 7, 2004.

Manager **Burns** explained that this item had been discussed at the last Work Session but because of a couple of requested changes she did not want to put it on the Consent Agenda.

On a motion by **Bennett**, seconded by **Meyers**, to adopt Resolution 2015 – 12 amending the Village Purchasing Policy.

Yes: 7

No: 0

### **C. Statements of Citizens**

The following citizens were present and voiced opposition to taking down the Oak tree on Hammond Street in front of the Intermediate School.

- Sidney Dillon, 14518 Hickory St.
- Jennefer Dorsey, 14518 Hickory St
- Janet Tyson, 210 Parkhurst
- Karen Streeting, 417 South St
- Shirley Draft 9160 Leonard St
- Lonnee Czinder, 208 N Park
- Mary Thornson, 17307 Franklin
- Grace Kleppe, Spring Lake Intermediate School
- Tom Craig, 319 Mark
- Joyce Hatton, 400 Lakeview Ct
- Emma Welling 15080 Kelly St
- Sandra Peel, State Road
- Eleanor Vega, 718 Fall St
- Rita Braun, 121 S Fruitport Rd
- Dane Ward, 16187 Highland Dr
- Wendy Swensen, 15511 Oakridge Dr

Lee Schuitema, Tree Board Member, was present and explained that the Tree Boards decision to recommend the tree be taken down was a very tough decision but after learning the amount of excavating that was going to be done and listening to the Arborist's opinion of the tree's chances of survival the Board felt it was in the communities best interest, from a safety standpoint, that the tree be removed before it started to die and become a safety hazard to the school children.

The Following citizens were present and voiced support in taking down the Oak tree on Hammond Street.

- Danny Brower for Shelly Brower, 519 River St
- Kelly Boeve, 15750 Bittersweet Ln

Wally Obits, 818 River St. and Rita Braun, 121 S Fruitport Rd., were present and voiced opposition to the All Shores Wesleyan Church driveway.

### **Tree Removal ~ Spring Lake Intermediate School**

SLPS Superintendent Dennis Furton presented a formal request to the Village Tree Board on May 4 and again to Council on May 18 for the removal of two trees along Hammond Street to accommodate the district's site improvements at the SL Middle/Intermediate School. The Tree Board voted unanimously to approve the district's request. Prior to casting a vote, Council requested additional input regarding site design from the architect and information regarding tree mortality from the Village's arborist. A summary of letters from the public will be provided to Council. Arborist Brian Kwiatkowski will be present to explain, in detail, his recommendation. A copy of the Village's tree ordinance is attached for Council review.

Brian Kwiatkowski, Arborist from Summit Tree Service was present and referenced his Preliminary Report (attachment A). Council discussed the report with Kwiatkowski and asked several questions regarding the possible survival of the tree.

On a motion by **VanStrate** seconded by **Miller**, to approve Resolution 2015 - 14, a Resolution **denying** Spring Lake Public School's request to remove two trees on Hammond Street in conjunction with their construction project.

Yes: 7                      No: 0

#### **D. 2015/2016 Fee Schedule**

In conjunction with each budget, Village Council is asked to consider approving an amended fee schedule.

Manager **Burns** explained that this was discussed at the last Work Session and a Public Hearing was held in May.

On a motion **Bennett**, seconded by **Miller**, to approve 2015/2015 Fee Schedule.

Yes: 7                      No: 0

#### **E. Public Hearing to Adopt the Fiscal Year 2015/2016 Budget**

The Village Council held a Public Hearing on the FY 2015/2016 Budget. See the overall budget message and supporting documents for more information.

President **MacLachlan** opened the Public Hearing at 9:16 p.m.

Clerk/Treasurer **Hinga** reported to Council that the Taxable value in the Village increased 3.9% from 113.6 million to 118 million, the Operating

Millage is being reduced from 10.0462 to 9.5 and the Debt Service Millage is being reduced from 1.0157 to .86. **Hinga** explained that this means a Village homeowner will see a 4.8% reduction in taxes paid to the Village, provided the property did not become uncapped by Proposal A. **Hinga** also reported that Water & Sewer rates remain the same.

Janet Tyson, 210 Parkhurst, asked if it makes sense to reduce taxes at this time.

President **MacLachlan** explained that the decision was due to cost savings from contracting Police services with the Ottawa County Sheriff's Department, and increased revenue from the township due to upcoming Village Hall rent payments and bike path millage.

On a motion by **Bennett**, seconded by **Miller**, the Village Council closed the public hearing at 9:20 p.m.

Yes: 7                      No: 0

On a motion by **Bennett**, seconded by **Miller**, to approve Resolution 2015 - 08, a Resolution approving the Fiscal Year 2015/2016 Spring Lake Village budget.

Yes: 6                      No: 1 (Nauta)

**F. Public Hearing to Consider and Adopt the Fiscal Year 2014/2015 Millage Rate.**

The Village Council held a Public Hearing on the FY 2015/2016 Millage Rate which is recommended to be 9.5 for the General Fund and .86 for Debt Retirement for a total of 10.36 mills.

President **MacLachlan** opened the Public Hearing at 9:22 p.m.

There was no public comment.

On a motion by **Bennett**, seconded by **Miller**, the Village Council closed the public hearing at 9:23 p.m.

Yes: 7                      No: 0

On a motion by **Meyers**, seconded by **Bennett**, to approve Resolution 2015 - 09, a Resolution to adopt the Fiscal Year 2015/2016 Spring Lake Village Millage Rate.

Yes: 6

No: 1 (Nauta)

## G. Contractor Discussion

The Village was awarded a CGAP grant in the amount of \$54,000 to enter into a cooperative agreement with SLT regarding space sharing. The lease between SLT and SLV has been executed and it is now necessary to secure a contractor to perform some minor remodeling work at Village Hall. Council is asked to consider granting the Village Manager authority to secure a contractor so that scheduling and construction can take place in a timely manner.

Manager **Burns** explained that the Township/Village Committee met on Friday and the next step was to hire a contractor to perform minor construction alterations to Village Hall so the Township could move in. **Burns** also explained that three contractors have been approached with 1 declining, one submitted a bid and they were waiting on a bid from the third one.

On a motion by **Bennett**, seconded by **Nauta**, to approve Resolution 2015 – 15, a Resolution granting the Village Manager permission to secure a contractor for remodeling of Village Hall for an amount not to exceed \$30,000.

Yes: 7

No: 0

## 7. Department Reports

### A. Village Manager

Manager **Burns** added to her report that she had heard, from Marie Havinga, that the Village was a contender in the Community Excellence Award, which is given out each year through the MML, for the cooperative efforts between the Village and the Township. Manager **Burns** also reminded everyone that it was Heritage Festival week.

### B. Clerk/Treasurer/Finance Director

**Hinga** informed Council that the current debt millage that is in place will expire in 2016 so sometime in the next 2 years Council will have to take action either by going to the voters to ask for it to be renewed or by raising the general operating millage to cover those debt service payments.

### C. OCSO

### D. Fire

### E. 911

### F. DPW

DPW Director **Belknap** reported that the DPW Foreman, Ben VanHoeven, passed his State License exam for the Water Operator S3. **Belknap** also reported that they had received a lot of positive feedback on the removal

of the vine covered fence at Mill Point Park. **Belknap** said the restrooms at Lakeside Beach, Central Park and Mill Point have been redone using the same colors in all of them and the thing he is most excited about is that the open block windows have been replaced by glass blocks, and what that does for staff is prevent them from having to fish rocks out of the toilets when they open the restrooms in the spring. **Belknap** also noted they have a new checklist for cleanings and, for the first time, they have added cleanings on Saturday and Sunday. **Belknap** also said an AED device, donated through the Lakeshore Pickle Ball club, will be installed soon. Manager **Burns** added that the restroom renovations at Central Park were possible due to a donation by the Johnson and Jacobson family. Manager **Burns** also commended the DPW on the great job they have been doing on keeping the restrooms clean, which, in the past, had been done by non-Village employees and the Village had received complaints on a regular bases but since the DPW had taken that duty over she had only received one complaint last year.

**G. Building**

**H. Water**

**I. Sewer**

**J. Minutes from Various Board & Committees**

**1. Parks & Recreation/Tree Board**

**2. DDA (May & June)**

**3. DACC**

**4. Beautification**

**8. Old Business and Reports by the Village Council**

President **MacLachlan** said he would like to thank the members of the Finance Committee for their time, energy and wisdom that they have provided over the past few years. This Committee was created a few years ago with the objective of offering a thorough review and analysis of financial matters which would then be provided to the full Council; this analysis was intended to assist the full Council in making more well-informed and effective decisions regarding finance and personnel matters. The Committee members have spent untold hours over the last two and a half years in fulfilling this objective as they have examined and reported to Council on budget amendments, updates regarding employee pensions and medical benefits, the Village Hall lease, the Ottawa County Sheriff services contract, Tanglefoot park rentals and expenditures, the cell tower lease, annual employee compensation levels and revised job descriptions, Grand River Greenway expenditures and other issues, the refinement of accounting roles and procedures, occasional IRS issues, reporting to the State of Michigan, and the list goes on. This format has allowed us to examine key financial issues in great detail before bringing the Committee's recommendations before the full Council for its consideration at a Work Session. This process allowed Council to use its Work Session time more efficiently and effectively.

The untold number of additional hours that Dave and Bill have devoted to the Village in exercising their duties as Committee members was of course in addition to their regular commitment of time spent on Council meetings, Work Sessions, and their other committee assignments. Your time, energy, wisdom and positive attitude are greatly appreciated, and I want to thank you publicly for your service.

Council Member **Bennett** said he felt the roll of the Finance Committee was to ask questions of Marv and Chris and find out the real issues. **Bennett** asked if anyone could tell him, by looking at the financial report, how much money was in the bank account. **Bennett** said those are the types of issues that they were trying to hammer away at because this is a special type of accounting that isn't very easy to decipher. **Bennett** said they asked Marv simplify it for them and for the other Council members. **Bennett** said it was something that needed to be done because there were things that weren't right and needed to be drilled into.

Manager **Burns** said that they view their job as “educating” Council because if something were to happen her or Marv and someone else was sitting in her seat it was important that Council know what questions to ask and know what they are looking. If staff didn't share these things with Council, then Council doesn't know what questions to ask, and critical issues can fly right by them.

Council Member **Meyers** showed Council his large Finance Committee binder and explained that this was the amount of information they had gone over in the last 8 months. **Meyers** said the intent of this committee was not to hide or push an agenda through but to work through a myriad of issues with some that were really tough to see and talk about. **Meyers** commended the other 2 Finance Committee members along with Marv and Chris on the great job they did.

## **9. New Business and Reports by Village Council**

No new Business at this time.

## **10. Status Report: Village Attorney**

No report from the Village Attorney at this time.

## **11. Adjournment**

On a motion by **VanStrate**, seconded by **Meyer**, Village Council adjourned the meeting at 9:43 p.m.

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Maryann Fonkert, Deputy Clerk