

Village of Spring Lake

Council Work Session

December 12, 2016

7:00 p.m.

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

www.springlakevillage.org

1	7:00 p.m. – Sewer Cart (John Stuparits) DPW Director John Stuparits will be present to discuss the purchase of a new sewer jet for his department (<i>report attached.</i>)
2	7:05 p.m. – Fee Schedule (Chris Burns, John Stuparits, Marv Hinga) Typically, the fee schedule is adopted each June at budget time. Due to some large infrastructure investments (water/sewer) that are necessary, staff wanted more time to pull together a comprehensive report for Council consideration. This item is a rather large lift; staff understands and expects that it may take more than one meeting (and possibly a strategic planning session) in order to fully comprehend the scope of the request. John and Marv will have a formal presentation prepared for Monday.
3	7:35 p.m. – Contract Revision Village Manager Christine Burns is proposing a contract revision. These proposed revisions are the result of a movement to disincorporate the Village and were drafted by the Village Manager's attorney. The proposed contract has been submitted to the Village Attorney for his review; his comments will be shared with Council at the meeting.
4	7:45 p.m. – Coast Guard Festival Dinner The Village is hosting the 2017 CGF Dinner on August 3 rd at the Spring Lake Country Club. Council Member Megan Doss (Special Events, LLC) has "volunteered" for the designation of Event Planner for the event. Staff is requesting that she be named the Village liaison to work with the Coast Guard Festival Committee on this very important and detail-laden event. Staff is also requesting that Council consider the attached Memorandum of Understanding (MOU) regarding the costs of the event and how they are allocated.

5	<p>7:48 p.m. – Council Rules & Procedures</p> <p>Staff is recommending that Council consider the following rules and procedures to efficiently and effectively carry out the business of the Village.</p>												
6	<p>7:51 p.m. – Leaf Collection Statistics</p> <p>At their November meeting, Council discussed options for expanding leaf collection within the Village. Included in the packet is some information regarding staff and equipment usage for the process.</p>												
7	<p>7:54 p.m. – Barber School Improvements</p> <p>The Village budgeted \$6,000 for improvements to the sound system at Barber School. The quote from Electromedia came in at \$12,160.78 The Village budgeted \$6,000 for a dais to be installed at Barber School. The estimates from Koster Steigenga came in at approximately \$23,000 but the bid is dependent on the surfacing that is chosen for the top; that number could vary slightly. Spring Lake Township would cover ½ the costs.</p>												
8	<p>8:00 p.m. – Fixtures at SL Fire Station #1</p> <p>The cost for furniture/fixtures in the police area at SL Fire Station #1 was \$20,312.02 after the sale of the old furniture from SLT Hall. The Village’s portion of those fixtures is then \$10,156.01.</p>												
9	<p>8:03 p.m. – Lease for Space at Spring Lake Fire Station #1</p> <p>SLT and SLV never formally solidified the lease for space at the fire station for the OCSO. Attached please find a copy of a proposed lease that mimics the lease that we implemented when SLT was leasing space across the street. The square footage was negotiated prior to construction and the square footage amount is identical to what SLT pays the Village for leasing space in Village Hall.</p>												
10	<p>8:10 p.m. – Board & Committee Appointments</p> <table border="1" data-bbox="375 1682 1333 1881"> <thead> <tr> <th>Board</th> <th>Appointee</th> <th>Expiration</th> </tr> </thead> <tbody> <tr> <td>Police Commission</td> <td>Joel TePastte</td> <td>N/A</td> </tr> <tr> <td>Planning Commission</td> <td>Steven Nauta Richard Martinus</td> <td>11/2018</td> </tr> <tr> <td>Coast Guard Liaison</td> <td>Megan Doss</td> <td>N/A</td> </tr> </tbody> </table>	Board	Appointee	Expiration	Police Commission	Joel TePastte	N/A	Planning Commission	Steven Nauta Richard Martinus	11/2018	Coast Guard Liaison	Megan Doss	N/A
Board	Appointee	Expiration											
Police Commission	Joel TePastte	N/A											
Planning Commission	Steven Nauta Richard Martinus	11/2018											
Coast Guard Liaison	Megan Doss	N/A											

	Ambulance Oversight	?	N/A
	SLT/SLV Committee	?	N/A

11 8:15 p.m. – Board & Committee Meeting Dates

Approval of meeting dates is an annual housekeeping item. Due to lack of a quorum, the Parks & Recreation/Tree Board has not formally reviewed the dates for their meetings.

12 8:18 p.m. – Waste Hauling Licenses

Approval of waste hauling licenses is typically a housekeeping item as well, however, staff would like to discuss the services provided by each company.

Licensed Waste Haulers in the Village			
	Republic/Allied Waste 231-375-2070	Kuerth Disposal 231-744-4967	Waste Management 616-724-2148
Trash Collection 90-96 Gallon Container	\$17.30/month	\$18.00/month	\$16.00/month
Curbside Recycling With Container Service	Included Biweekly	Included Weekly	\$5.00/month Weekly
Bag Service	\$1.50/bag + \$6.80/month admin	\$3.00/bag (75 bags/box)	\$2.50/bag + \$5.92/month admin
Curbside Recycling With Bag Service		\$3.00/month	
Yard Waste	\$10.20/month (bag) \$12.30/month (cart)	\$80.00/season	\$12.50/month + \$25 activation fee
Christmas Trees	Included	Not Offered	Included
Spring/Fall Clean-up	No Charge	Charge	No Charge

13 8:25 p.m. – Communications

- DDA Compliment (Heins)
- DDA Compliment (Gleason)
- Disincorporation Letter (McMaster)
- DNR Tree Grant
- Hazard Mitigation Letter
- Liquor License Transfer (Pugsley)

	<ul style="list-style-type: none">• MERS Update• Rosema Retirement Invitation• SAW Grant Contract
14	8:30 p.m. - Minutes Minutes of the November 21, 2016 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to December 15, 2016.



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

PHONE 616-842-1393 * FAX 616-847-1393

www.springlakevillage.org

To: Chris Burns, Village Manager

From: John Stuparits, DPW Director

Date: December 1, 2016

Subject: Sewer Cart



History: The Department of Public Works has a 2004 John Beam Sewer Jet that it uses to clean plugged sewer lines of roots and debris. This machine is due to be replaced for the following reasons: The machine loses power during operation (we suspect that it is only running on 3 of the 4 cylinders, this happened 4 years ago a required a complete rebuild of the engine), the PSI and RPM gauges do not work, the high pressure hose is worn and needs replacing, the engine leaks oil and the speed adjustment on the hose reel does not work. The new sewer cart will also allow for more flexibility for positioning over manholes.

Recommendation: DPW staff has researched replacement sewer carts and is recommending the cart from O'Brien, Model 7040 be purchased. This unit can be purchased from the State of Michigan through the MIDEAL purchasing program for the amount of \$48,343. The sewer cart purchase is included in the current fiscal year budget in the amount of \$50,000.

RV Park Rate Comparison

(rates are seasonal unless otherwise indicated)

Amenities	Tanglefoot Spring Lake	Conestoga Grand River Coopersville	W. GR KOA Allendale	Grand River Landing Nunica	Dutch Treat Zeeland	Duck Creek Muskegon	Duke Creek Cedar Springs	Fremont
Standard Full Hook-Up + Electricity	2700	2290.00		2100	2300.00	4200	1900	495 mo
Premium w/Water View + Electricity	2700	2490.00		2800				
Transient Rate - Daily	50.00	50.00	42.50		40.00	60.00	39.00	28.00
Transient Rate - Weekly	300.00	320.00				371.00	240.00	160.00
Dock Rental	1000.00	850.00		Yes	No			125/180 season
Waterfront	Grand River	Grand River	Grand River	Grand River	Pond			
50 Amp	X	X	X	X	X	X	X	
Laundry on-site	\$	X	\$	\$?	X	X	No
WiFi	X	X	X		X	X	X	X
Cable TV			\$		Lounge	X		X
Fire Pit (Common)	X	?						No
Fire Pit (Individual)	no	?					X	X
BBQ Grills	X	no						X
Kayak Launch	X	?			X			X
Canoe/Kayak Rental		?	\$					No
Pool		X			X	X	X	no
Paved Roads	X	?			X	X		X
Concrete Pads		X			no	X		X
Playground		?			X	X	X	X
Pets	1	On leash				2	On leash	X
On-Site Boat Storage (Off Season)		125.00						X*
On-Site RV Storage (Off Season)		250.00						175.00

of Lots

30

81

26

120

102

*if boat is on camper site ~ 175.00 season

2016/2017 Village of Spring Lake Fee Schedule

BARBER SCHOOL

Village Resident or Taxpayer (Includes Village/Twp Employees)	\$150 ~ 4 hours	\$225 ~ Full Day ~ (5+ hours)
Weekend/Holiday	\$175 ~ 4 hours	\$325 ~ Full Day ~ (5+ hours)
Non-Village Resident	\$275 ~ 4 hours	\$325 ~ Full Day ~ (5+ hours)
Weekend/Holiday	\$300 ~ 4 hours	\$400 ~ Full Day ~ (5+ hours)
Meeting Room	\$50 ~ 2 hours	\$75~3 hours/\$150~4 hours
Non-profit	\$50 ~ 4 hours	\$100 ~ Full Day ~ (5+ hours)

Tax-exempt certificate from the State of Michigan is required to receive the 501©3 non-profit rate

A \$175 security deposit is required by all renters as well as a \$25 non-fundable cleaning fee.

EOC ROOM RENTAL

Village Resident or Taxpayer	\$20	(\$50 Security deposit)
Non-Village Resident/Non-Profit	\$100	(\$50 Security deposit)

TANGLEFOOT PARK

RV Lots

Daily	\$52.00		
Weekly	\$309.00		
Monthly	\$875.00	Plus Electrical	
Seasonal	\$2,781.00	Plus Electrical	
Coast Guard Week	\$360.00		
4th of July	\$360.00		

Transients ~ 50% of the rental rate is required with the reservation as a refundable deposit. A refund, less a 10% admin fee, will be issued if the cancellation is received 7 days prior to the reservation.

Dock Rental

Daily	\$25.00	-	
Monthly	\$250.00	-	
Seasonal	\$1,000.00		*05/01-10/15

50% of the rental rate is required with the reservation as a refundable deposit. A refund, less a 10% admin fee, will be issued if the cancellation is received 7 days prior to the reservation. Seasonal deposits will only be refunded if the Village is able to secure a new tenant.

MILL POINT PARK

Launch Pass

Daily	\$8.00		
Village/Twp. Seasonal	\$30.00		
Non-Village Seasonal	\$50.00		
Senior Village/Twp. Seasonal 65+	\$15.00		
Senior Non-Resident Seasonal 65+	\$30.00		
No Launch Pass Parking Ticket	\$30.00		

Mill Point Band Shell

Village Resident	\$25.00		
Non-Village Resident	\$50.00		

Mill Point Concession

Village Resident	\$25.00		
Non-Village Resident	\$50.00		

Kayak Storage – Seasonal

Village Resident	\$100.00		
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Non-Village Resident	\$150.00		
Dock Rental			
Seasonal	\$700.00		*05/01-10/15
50% of the rental rate is required with the reservation as a deposit. A refund, less a 10% admin fee, will only be issued if is able to secure a new tenant.			
CENTRAL PARK			
Pavilion Rental	No charge		
RENTAL PROPERTY			
Annual Registration (per unit)	\$25.00		
Annual Registration (after 1/31)	\$35.00		
Biennial Inspection (per unit)	\$40.00	Paid to MTMS	
Re-inspection (per unit)	\$40.00		
DPW PERMITS			
Road Opening/Pavement Cut	\$150.00	plus costs to repair road	
Right-of-Way Permit	\$25.00	(\$300 Security deposit)	
WATER / SEWER			
<i>As per attached schedule</i>			
BUILDING/PLUMBING/MECHANICAL/ELECTRICAL			
<i>As per attached schedule</i>			
PLANNING/ZONING			
Annual Banner / Pennant Permit*		\$25.00	
Application Fee - Over \$1 Million		\$425 plus costs & escrow dep	
Application Fee - Site Plan Review with Public Hearing		\$400 plus costs & escrow dep	
Application Fee - Special Land Use		\$400 plus costs & escrow dep	
Preliminary Planned Unit Development Review		\$350 plus costs	
Final Planned Unit Development Review		\$400 plus escrow deposit	
PUD Amendment Review		\$400 plus escrow deposit	
PUD Architectural Review		\$350 plus costs	
Rezoning		\$400 plus costs & escrow dep	
Sign Deviation Request to Planning Commission		\$150.00	
Temporary Portable Sign*		\$10.00	
Sandwich Board Signs	Refundable Security Deposit	\$200.00	
Zoning Permit - New Construction		\$50.00	
Zoning Permit (*including home occupation permit)		\$25.00	
<i>*May be waived for non-profits</i>			
<p>The Village requires an escrow to cover anticipated costs for all planning and zoning reviews. An initial deposit of a minimum of \$1,500 (depending on the size and scope of the development) is required to cover the escrow account. The Village may use the funds in escrow for expenses related to the following items; mailing and publishing all legal notices required, professional services of the Village Attorney and Village Engineer, services of other professionals working for the Village (i.e. planner) related to the application, or other cost incurred as a result of processing the application.</p>			
LEASE OF VILLAGE LAND			
50% of Fair Market Value			
Example: \$5/sf. Acquisition cost would equal \$.50/sf lease cost; Village would subsidize 50% for a net of \$.25/sf to lease.			
CLOTHING			
Polo Shirts (S - 2XL)	\$25.00		3 XL - \$27.50
Twill Shirts (S - XL)	\$37.50	2XL - 3 XL	\$40.00

Hats	\$15.00		
<i>(Prices are subject to change based on supplier price changes)</i>			
PARKING			
Parking	\$20.00	except as noted below:	
Marked Tow Away Zone	\$50.00		
Improper Parking at Boat Launch	\$40.00		
No Boat Launch Permit	\$30.00		
Parking to Interfer with the use of Curb Cut or Ramp by Persons with Disabilities	\$40.00		
Parking in Marked Handicapped Zone without Permit	\$100.00		
Parked in Access Aisle for Access Lane Adjacent to Space Designated for Parking for Persons with Disabilities	\$50.00		
MISCELLANEOUS			
Copies	\$.25/B&W - \$.50/Color per page		
Community Recreation Plan*	\$100.00		
Design Manual	\$30.00		
FOIA Request - per page	\$0.10	Time & material plus lowest full-time clerical hourly rate (including benefits.)	
Historic Commission Booklet	\$15.00	Out of Stock	
Historic Landmark Plaque	Cost		
Master Land Use*	\$75.00		
Non-sufficient Funds Check	\$40.00		
Notary Public (per document)	\$5.00	Non-resident	\$10.00
Waste Hauler License	\$250.00		
Zoning Ordinance*	\$50.00		
*FREE from Village website			

	METER SIZE							
	5/8"	3/4"	1"	1.25"	1.5"	2"	3"	4"
Water Readiness to Serve (RT)	\$14.77	\$21.27	\$37.81	\$59.07	\$85.07	\$151.23	\$340.26	\$604.91
Sewer Readiness to Serve (ST)	\$23.99	\$34.54	\$61.41	\$95.95	\$138.17	\$345.64	\$552.69	\$982.55
Debt Service Charge (WD)	\$7.85	\$11.30	\$20.08	\$31.38	\$45.19	\$80.35	\$180.76	\$321.36
Debt Service Charge (SD)	\$10.10	\$14.54	\$25.84	\$40.38	\$58.14	\$103.38	\$232.60	\$413.50
RT & ST outside Village Limits	1.5x standard rates							
WD & SD outside Village Limits	1.5x standard rates							
Water Equity Charge	\$1,330.00	\$1,915.00	\$3,405.00	\$5,320.00	\$7,661.00	\$13,619.00	\$30,643.00	\$54,477.00
Sewer Equity Charge	\$510.00	\$734.00	\$1,306.00	\$2,040.00	\$2,938.00	\$5,222.00	\$11,750.00	\$20,890.00
Water Tap Fees - New	N/A	\$975.00	\$1,075.00	Greater than 1" = Time & Material Basis				
Sewer Tap w/Stub@Property								
Sewer Tap - No Stub	Property Owners Cost to Tap							
Water per 1,000 gallons	\$2.06							
Sewer per 1,000 gallons	\$2.79							
Restore Service Fee - Business Hours	\$102.38							
Restore Service Fee - After Hours	\$144.64							
Meter Bench Test	\$50.00							
Bulk Water/Hydrant Use/Meter RPZ Rental	\$250.00	Security Deposit + 1 Hour Service Fee + Current Water Fee						
Meter Puchase								
Meter/Touchpad/Hardware	\$190.00	\$250.00	\$290.00	Actual Cost +10%				

Coast Guard Festival Community Leaders Dinner
Event Cost by Year/Municipality-2016

Year	Host Municipality	Total Cost of Event	Coast Guard Guests	Total Attendees	Dinner Cost Per Person	Total Non-Dinner Cost	Bar Bill	Cost of Extras Per Person	Total Cost Per Person
2007	Spring Lake Village	\$8,803	107	209	\$42.12	\$3,071	\$775	\$14.70	\$56.82
2008	Grand Haven	\$10,766	111	209	\$34.41	\$3,574	\$708	\$17.00	\$51.51
2009	Ferrysburg	\$10,648	122	206	\$51.70	\$2,541	\$1,196	\$12.33	\$64.03
2010	Spring Lake Township	\$8,159	118	199	\$34.83	\$1,113	\$910	\$5.60	\$41.00
2011	Grand Haven	\$9,990	119	193	\$36.35	\$2,975	\$637	\$15.41	\$51.76
2012	Spring Lake Village	\$10,775	129	235	\$45.85	\$6,704	\$935	\$28.53	\$74.39
2013	Ferrysburg	\$16,224	148	230	\$45.08	\$5,856	\$1,516	\$34.00	\$70.54
2014	Spring Lake Township	\$10,077	127	207	\$40.85	\$1,816	\$1,045	\$8.77	\$49.62
2015	CGF Committee								
2016	Grand Haven	\$15,255	280	355	\$34.95	\$2,419	\$569	\$6.70	\$41.65
2017	Spring Lake Village								
2018	Ferrysburg								
2019	Spring Lake Township								
2020	Shared								

-
- 1) **Coast Guard guests' meal cost to be split equally by municipalities**
 - 2) **Host municipality to pay for invitations, flowers, party favors, name tags**
 - 3) **Coast Guard Festival Committee to pay bar bill and gifts (corporate donations may be sought to cover bar tab)**
 - 4) **Municipalities pay for their own guests based on actual attendance (RSVP), not based on invitations sent**

TO: Mike Smith, Executive Director, Coast Guard Festival Committee

FROM: Christine Burns, Village Manager

DATE: December 12, 2016

RE: 2017 Coast Guard Dinner

CC: Gordon Gallagher, Spring Lake Township
Craig Bessinger, City of Ferrysburg
Pat McGinnis, City of Grand Haven

The Village of Spring Lake will play host to the 2017 Coast Guard Festival Dinner at the Spring Lake Country Club on August 3rd. Both elected and appointed officials are excited about hosting another spectacular event. As always, we look forward with great anticipation in hosting our honored guests and neighbors and want their experience to be an exceptional one.

We have averaged the food costs of events from 2007-2014 (eliminating the lowest/highest cost years) and find that the average cost for the annual Coast Guard Dinner is \$10,176.00. The average number of Coast Guard guests being 120, averages to a municipal cost of \$5,025.00 (\$1,256.25 per municipality).

The Village of Spring Lake proposes to host the event at the Spring Lake Country Club with a cost for Coast Guard guests not to exceed \$5,025.00. Additional costs for the event would be solely the responsibility of the Coast Guard Festival Committee including any additional costs for items above and beyond. The Coast Guard Festival Committee will cover the cost of gifts and the beverage service (according to the municipal agreement established in 2014).

As the host municipality, the Village of Spring Lake will cover the cost of invitations, center piece flowers, party favors and name placards. Council Members have unanimously selected _____ as their liaison with the Coast Guard Festival Committee to ensure the success of this much-anticipated event.

Coast Guard Festival Community Leaders Dinner
2016 Municipality Cost

Municipality	Coast Guard Guests	Guests	Total	Dinner Cost Per Person	Total Dinner Cost
Grand Haven	30	41	71	\$34.95	\$2,481.45
Village of Spring Lake	30	14	44	\$34.95	\$1,537.80
Ferrysburg	30	12	42	\$34.95	\$1,467.90
Spring Lake Township	30	16	46	\$34.95	\$1,607.70
Total Municipal Cost					\$7,094.85
Coast Guard	152			\$34.95	\$5,312.40
Add'l Cost	\$428.50				\$428.50
Total Coast Guard Cost					\$5,740.90

2015 –Shared, 2016 – City of Grand Haven, 2017 - Village of Spring Lake, 2018 - City of Ferrysburg, 2019 - SL Township, 2020 - Shared

- 1) **Coast Guard Dinner meal cost to be split by municipalities-averaged # of Coast Guard Guests from previous years (2007-2014;excluding 2015 Gala event)**
- 2) **Host municipality to pay for all non-dinner and “Extras” costs (Center piece flowers, Party favors, name places, etc.), including; Mugs Beverage Service (No Alcohol) \$568.81, Chalet Floral \$720.00, Sweet Temptations \$500.00, Just Think Toys \$630.00,VerDuin’s \$440.00**
- 3) **Coast Guard Festival Committee to pay bar bill and Gifts. (Corporate donations may be sought to cover bar tab)**
- 4) **Municipalities pay for their own guests.**

Village of Spring Lake

Village Council

Rules and Procedures



Adopted December 19, 2016

I. AUTHORITY

1.01 **Adoption of Rules and Procedures** – These rules and procedures are adopted by the Village Council pursuant to Section 5.11© of the Village Charter, which provides:

“Procedures for Village Council meetings shall be determined by the Village Council and may be adapted from Robert’s Rules of Order.”

1.02 **Village Council** – Section 5.02 of the Village Charter provides:

“There shall be a Village Council composed of the Village President and six Council Members.”

II. TYPES OF MEETINGS

2.01 **Regular Meetings** – At regular meetings, the Village Council conducts routine business such as approving bills, approving meeting minutes, and considering and voting on Village matters.

With regard to regular meetings of the Village Council, Section 5.11(a) of the Village Charter states the following:

“The Council shall meet regularly at least once every month and at such other times and places as the Council may prescribe by resolution”

Public notice of any regular meeting shall be posted in accordance with the Open Meetings Act.

2.02 **Special Meetings** – At special meetings, the Village Council considers business that cannot be postponed such as deciding on time sensitive legal, financial, governmental, or personnel matters facing the Village. Due to the nature and purpose of special meetings, their agendas are typically limited to only those time-sensitive matters.

With regard to special meetings of the Village Council, Section 5.11(b) of the Village Charter states the following:

“Special meetings may be called by the Clerk/Treasurer at the request of the President or a majority of the Council Members.”

Public notice of any special meeting shall be posted in accordance with the Open Meetings Act.

2.03 **Work Sessions** – The Village Council may meet informally in a work session to

have discussion, clarification, etc. on issues that may appear on the next agenda or matters that may be of concern. No formal action may be taken by the Council in a work session and as such, a quorum of the Council is not necessary to hold a work session.

Work sessions are tentatively scheduled on the 2nd Monday of each month at 7:00 p.m. at Village Hall.

Work sessions shall be noticed in accordance with the Open Meetings Act and shall be open to the public.

2.04 Executive (Closed) Sessions – The Village Council may only go into Executive (Closed) Session during a regular or special meeting, and only for purposes allowed under the Open Meetings Act, as follows:

- (a) To consider the dismissal, suspension, or disciplining of, or hear complaints or charges brought against, or to consider a periodic evaluation of, a public officer, employee, staff member, or individual agent, when the named person requests a closed hearing.
- (b) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (c) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained. A 2/3 roll call vote of members elected or appointed and serving is required to call a closed session for this purpose.
- (d) To consult with an attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental effect on the litigating or settlement position of the Council. A 2/3 roll call vote of members elected or appointed and serving is required to call a closed session for this purpose.
- (e) To review and consider the contents of an application for employment or appointment to a public office when the candidate requests that the application remain confidential. All interviews for employment or appointment to a public office shall be held in an open meeting pursuant to the Open Meetings Act. A 2/3 roll call vote of the members elected or appointed and serving is required to call a closed session for this purpose.
- (f) To consider material exempt from discussion or disclosure by state or federal statute. A 2/3 roll call vote of the members elected or appointed and serving is required to call a closed session for this purpose. (MCL 15.267, 15.268)

2.05 Minutes of Executive Sessions – The roll call vote and the purpose or purposes for calling the executive session shall be entered into the minutes of the open meeting at which the vote is taken. A separate set of minutes shall be taken by the Clerk or designee in the executive session. These minutes shall be retained by the Clerk, are not available to the public, and shall only be disclosed if required by a civil action filed under the Open Meetings Act. These minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the executive session was approved. (MCL 15.267)

2.06 Confidentiality of Executive Session Information – Village Council members and individuals in attendance at executive sessions shall not record or divulge confidential information discussed in an executive session in advance of the time prescribed for its authorized release to the public by the Village Council. Council members shall honor the confidentiality of the debate, discussions, and preliminary action taken in closed session.

2.07 Adoption of Regular Meeting Schedule – Regular meetings of the Village Council are tentatively scheduled for the 3rd Monday of each month, at 7:00 p.m. at Barber School.

However, at the last regular meeting of each calendar year, the Council shall establish and adopt its regular meeting schedule for the upcoming calendar year. At this time, the Council by majority vote may elect to alter one or more of their regular meeting dates where a schedule conflict exists.

The adopted regular meeting schedule is published at the onset of the calendar year, and generally posted in the Village Hall lobby and on the Village's website.

2.08 Changes in the Regular Meeting Schedule – Changes in the regular meeting schedule may be made at any time upon the approval of the majority of the Village Council members during a regular or special meeting. Changed meeting schedules shall be noticed by the Village Clerk in accordance with the Open Meetings Act.

2.09 Posting Meetings - The Village Clerk shall be responsible for posting all regular and special meetings and work sessions of the Village Council in conformance with the Open Meetings Act. The posting of all meetings of the various Village Councils and Committees that are required to conform to the Open Meetings Act shall be the responsibility of the Village Clerk.

2.10 Council Attendance Requirement – Per Village Charter, 5.08(2) no Village Council member shall fail to attend more than three (3) consecutive meetings without being excused by Council.

Any violation of this provision shall result in the matter being referred to the Village Council for appropriate action, including but not limited to removal from the Village Council. This provision recognizes the duty of Village Council

members to regularly attend meetings in order to represent the citizens in matters concerning the Village.

III. AGENDAS

3.01 Meeting Agendas and Packets - The Village Manager and/or Village Clerk shall prepare and finalize the meeting agenda and all supporting documentation and correspondence addressed to the Village Council (packets) on the Friday prior to every Village Council meeting or work session.

A copy of the proposed agenda and packets shall be delivered or made available by the Village Clerk to every Village Council Member on the Friday prior to the meeting. Meeting agendas and packets shall also be delivered or made available to the Village Manager, Village Attorney, and Village Treasurer at the same time.

The Village Clerk shall maintain all Village Council agendas and packets prior to delivery. Copies of all supporting documentation and correspondence shall be delivered to the Village Clerk on the Friday prior to the meeting.

3.02 Adding Items to Meeting Agendas - Any Village Council Member who desires to have a business item placed on the Village Council regular meeting, special meeting, or work session agenda shall notify the Village Council and Village Manager at least seven (7) business days prior to the meeting either in writing or vis-à-vis email. Any item requested for placement on the agenda shall be clearly specified and, if applicable, a proposed motion shall be offered. Additional notice may be necessary if staff is required to conduct research or prepare supplemental material.

Requests by department heads to have a business item placed on the Village Council regular meeting, special meeting, or work session agenda shall be approved in advance by the Village Manager. If approved, they shall then notify the Village Manager at least seven (7) business days prior to the meeting either verbally, in writing or vis-à-vis email. Department heads shall be responsible for providing all supplemental material to the Village Manager no later than Thursday prior to the meeting.

When a need to place a business item on the agenda arises after the specified deadlines, the item may be added to the agenda only by a majority vote of Village Council Members attending the meeting at the beginning of the meeting.

IV. CONDUCT OF MEETINGS

4.01 Chair – The chair shall be responsible for timely, fair and reasonable conduct of the meeting’s business. The President shall moderate and chair all meetings of the Village Council. In the absence of the President, the President Pro-Tem shall

assume the duties of the chair. If neither person is present at the meeting, the Council shall select one of its members to preside until the President or President Pro-Tem is present.

4.02 **Quorum** – Four (4) Village Council members shall constitute a quorum for the transaction of business at all Village Council meetings. If fewer than four Council are in attendance, the meeting shall be immediately adjourned for lack of quorum.

4.03 **Parliamentary Procedure** – The rules of Parliamentary Procedure as contained in Robert’s Rules of Order, Newly Revised, most recent edition, shall govern the Village Council in all cases to which they are applicable and unless they are in conflict with these rules, the Village Code or Village Charter or the laws of the State of Michigan.

4.04 **Consent Agenda** – The Consent Agenda includes items of a routine nature, such as meeting minutes, correspondence, etc., and will be approved with one motion. That motion will approve the recommended action for each item on the Consent Agenda. Any Council member may ask a question regarding an item as well as speak in opposition to the recommended action by removing an item from the Consent Agenda to have it considered as a separate item. Any item so removed from the Consent Agenda shall be considered after other items on the consent portion of the agenda have been heard.

4.05 **Order of Business at Regular Meetings** - The order of business at all regular meetings of the Village Council shall be as follows:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of Consent Agenda
6. General Business
7. Department Reports
8. Old Business & Reports by Village Council
9. New Business & Reports by Village Council
10. Status Report: Village Attorney
11. Statement of Citizens
12. Adjournment

4.06 **Changes to the Order of Business** – The chair, upon hearing no objection, may change the order of business at the beginning of the meeting. Should an objection be made, such proposed change shall be approved by a majority vote of the members present.

4.07 **Motions** – No motion, resolution or ordinance shall be adopted until it has been restated by the chair. The chair may ask the Village Clerk for clarification in these

matters. A motion to adjourn, recess, lay on the table or to call the question shall be voted on without further debate.

- 4.08 **Voting** – An affirmative vote of the Council members in attendance at regular or special meetings shall be required for the approval of any proposed action or motion placed before the Village Council. Voting shall ordinarily be by voice vote, with the exception of required roll call votes.

No Council member shall abstain from voting, unless that member states a conflict of interest, which shall be the sole reason for a request to abstain from voting. Such abstention must be approved in accordance with Section 4.10 below.

Roll call votes shall be taken when required by law or Village Charter, or at the request of any Council member, or when the chair cannot determine the results of a voice vote.

- 4.09 **General Discussion** – Issues that require consideration at a meeting may be discussed with or without a formal motion. An issue may be resolved by:

(a) Adequate discussion to determine the general consensus, as announced by the chair.

(b) By formal motion.

- 4.10 **Conflict of Interest** – Members of the Village Council shall refrain from voting on any matter where a potential conflict of interest may exist. A conflict of interest shall exist if a member of the Council has a financial interest, or duality of interest in the question before the Council. If a question of conflict of interest arises, the Council shall by simple majority vote of the remaining members determine whether a conflict exists.

Any member abstaining from a vote due to conflict of interest shall remove him/herself from the room and may not participate in the discussion of that item. That person may return to the table once the matter has been voted upon by the Village Council.

- 4.11 **Participation at Meetings** - Village Council Members must be physically present to participate in any meeting of the Village Council.

- 4.12 **Public Participation at Regular and Special Meetings** – The following rules pertain to public participation procedures at all regular and special meetings of the Village Council.

(a) Opportunities to Speak - The public shall have the opportunity to speak on:

1. Agenda items, other than the proponent, for a period of 3 minutes,

during the public comments and public hearing portions of the meeting Agenda;

2. Any other Village-related issue for a period of 3 minutes, during the public comments portion of the meeting Agenda.
 3. The recording secretary shall be the time keeper for the public comment.
- (b) How to Address the Village Council - Those who wish to address the Village Council may raise their hand or stand to be recognized by the chair during the public comments portion of the meeting Agenda and address the Village Council as follows:
1. Please use the podium and microphone;
 2. Please state your name and address (i.e. are you a Village resident or someone's representative);
 3. Please hand any materials or handouts that you would like to have distributed to the Village Council to the Village Clerk or recording secretary;
 4. Please address the Village Council in a civil and polite manner. Abusive, threatening or vulgar language will not be tolerated and your speaking time will be terminated if such language persists. You have a relatively short time to make your point. Tell the Village Council what you want and why;
 5. Please remember that respect for others extends not only to the Village Council, but to those having the floor. Excessive noise, talking, heckling, or other rude behavior will not be tolerated.

4.13 Public Participation at Work Sessions – Public participation at work sessions may be allowed at the end of the meeting for a period of 3 minutes per person.

4.14 Disorderly Conduct at Meetings – The chair may call to order any person who is being disorderly when not recognized by the chair, or by speaking for more than the allotted time, or otherwise disrupting the proceedings. Such person shall thereupon be seated until the chair has determined whether the person is in order. If a person so engaged in presentation is called out of order, he or she shall not be permitted to speak at the same meeting, except upon special permission by the Village Council. If the person continues to be disorderly or disrupts the meeting, the chair may order the Sheriff's Department to remove the person from the meeting.

V. SPECIAL COMMITTEES

The Village Council may establish from time to time such special committees as are deemed necessary which shall only be advisory in nature. The purpose shall be to determine at the time the special committee is established. At least two (2) Council Members shall be a member of a special committee. A special committee may report recommendations to the Council for appropriate action and shall be automatically dissolved when their specific task is completed.

If required by law, a meeting of a Special Committee shall be posted in accordance with the Open Meetings Act.

VI. VILLAGE COUNCIL COMMUNICATIONS WITH STAFF

Pursuant to Section 5.07© of the Village Charter and to promote efficient administration, the Village Council authorizes the Village Manager to provide day-to-day direction and control over all Village activities, and to provide a liaison between the Council and the various Village departments.

Village Council members should direct all work orders, or complaints directed at department heads or employees to the Village Manager. However, general inquiries about Village procedures and rules, community activities, project updates, enforcement actions, etc. may be directed to any staff member.

Any directives, complaints, or work orders made by a member of the Council directly to a department head or employee, shall be brought to the attention of the Village Manager by such department head or employee prior to initiating any response.

VII. ADOPTION AND AMENDMENT OF RULES AND PROCEDURES

The Village Council may alter or amend these Rules and Procedures at any time by a vote of the majority of its members, provided that all members have received a copy of the proposed amendments at least five (5) business days prior to the meeting at which such amendments are to be considered.

A copy of the rules adopted shall be distributed to each newly elected or appointed Council member.

Leaf Collection Estimates

Private Development	Estimated Man Hours	Hourly Rate + Benefits	Total Labor Cost	Equipment Rental Rate/Hour	Total Equipment Cost
Alden Place	8.00	42.1612	337.29	73.26	586.08
Branmar Woods (Habitat)	4.00	42.1612	168.64	73.26	293.04
Cote LaMer	6.00	42.1612	252.97	73.26	439.56
Edgewater Condo	8.00	42.1612	337.29	73.26	586.08
Evergreen Village	15.00	42.1612	632.42	73.26	1,098.90
Lake Pointe Condos	1.00	42.1612	42.16	73.26	73.26
Liberty Woods	18.00	42.1612	758.90	73.26	1,318.68
Marina Bay	6.00	42.1612	252.97	73.26	439.56
Mill Point Condos	3.00	42.1612	126.48	73.26	219.78
Shady Lane	8.00	42.1612	337.29	73.26	586.08
S. Lake Habitat Homes	4.00	42.1612	168.64	73.26	293.04
Spring Lake Condo Association (near Old Boys)	8.00	42.1612	337.29	73.26	586.08
Spring Cove Condo Association (off Jackson)	4.00	42.1612	168.64	73.26	293.04
Spring Cove Condo Association West (off Division)	4.00	42.1612	168.64	73.26	293.04
Spring Lake House Condo Association	4.00	42.1612	168.64	73.26	293.04
Spring Lake Villas	10.00	42.1612	421.61	73.26	732.60
Stone Gate Condos	12.00	42.1612	505.93	73.26	879.12
Windrift Condo Association	15.00	42.1612	632.42	73.26	1,098.90
Summit Place	4.00	42.1612	168.64	73.26	293.04
	<u>142.00</u>		<u>\$5,986.89</u>		<u>\$10,402.92</u>

DPW RECOMMENDATION

To make this happen we will need to purchase a second leaf truck and estimate (at least) 35 hours a week for 4 weeks to accomodate the extra leaves in the fall.

*These estimates do not include added hours in the spring

*Verplank Docks close at 5:00 p.m. for leaf disposal

*Disposal must take place at a licensed disposal facility

*Not all developments are easily accessible by the leaf vac (i.e. gated, narrow roads, no turn-around, etc.)

**Total
Estimated
Cost**

923.37
461.68
692.53
923.37
1,731.32
115.42
2,077.58
692.53
346.26
923.37
461.68
923.37
461.68
461.68
461.68
1,154.21
1,385.05
1,731.32
461.68

\$16,389.81

Christine Burns

From: Sam Janson <sjanson@cityofnorthmuskegon.com>
Sent: Tuesday, November 29, 2016 8:29 AM
To: Christine Burns
Subject: Re: Leaf Collection

Chris,

Here's the contact information: Double L, Kyle Lohman - 231-894-5988

Our current contract 2016-2018 is for \$59,740 (\$12,000 in the spring; \$47,740 in the fall). They also provide the same service to Whitehall, but I'm not sure of the scope. At the end of the season they send all their trucks (3) to NM to finish cleanup. Our contracted pickup ends on 11/30.

Sam Janson, City Manager
City of North Muskegon
1502 Ruddiman Dr.
North Muskegon, MI 49445
(231) 744-1621
www.cityofnorthmuskegon.com

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

From: "Christine Burns" <christine@springlakevillage.org>
To: "Sam Janson (sjanson@cityofnorthmuskegon.com)" <sjanson@cityofnorthmuskegon.com>
Sent: 11/23/2016 10:22:23 AM
Subject: Leaf Collection

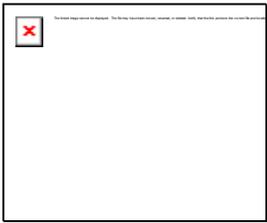
Sam,

A little birdie told me that you contract out your leaf vacuuming. Can you give me the contact info for L&L? Would you be willing to share with me what you pay for the service? Right now, we have 1 vac truck and it's getting up there in age; starting to nickle and dime us. Before I spend a bunch of money, I would like to explore other options.

Thanks,

Chris

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



LEASE FOR OTTAWA COUNTY SHERIFF'S DEPARTMENT SPACE

This Lease is between Spring Lake Township, of 101 S. Buchanan Street, Spring Lake, Michigan 49456 ("Landlord"), and the Village of Spring Lake, of 102 W. Savidge Street, Spring Lake, Michigan 49456 ("Tenant"), upon the following terms and conditions.

1. Description of the Premises. Landlord leases to Tenant and Tenant hires from Landlord that area, described on Exhibit A, containing approximately 800 square feet of space to be occupied solely by Tenant (the "Premises"), which is located in a building on land and improvements known as Fire Station #1, located at 106 N. Fruitport Road, Spring Lake, Michigan 49456.

2. Common Areas. Landlord shall also make available areas and facilities of common benefit to the Tenant, including parking areas, driveways, sidewalks and ramps, service areas, doorways, entry ways, and hallways (the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair, and maintain the Common Areas. All Common Areas shall be under the exclusive control and management of Landlord.

3. Term. This Lease shall be for a month-to-month term commencing on _____, 201__, (the "Commencement Date"). Tenant must provide Landlord with 30 days written notice of its intent to vacate the Premises.

4. Rental. During the term of this Lease, on or before the first calendar day of each month, Tenant shall pay to Landlord monthly rent of \$484.67. This amount is based upon an annual rental amount of \$7.27 per square foot for the stated 800 square feet. All rent shall be paid to Landlord at the address set forth above or at any other address that Landlord designates in writing, without any prior demand by Landlord and without any deduction or offset.

If Tenant fails to pay any amount it owes to Landlord under this Lease when the amount is due, the amount shall be assessed a one-time late charge of \$100.00 and shall be subject to a service charge until it is paid at the lesser of the rate of two percent per month or the highest rate permitted by law.

5. Utilities, Maintenance and Repair. Landlord shall be responsible for maintenance and repair of all structural elements of the Premises, including, without limitation, roof, HVAC and utility systems. Landlord shall further be responsible for payment of all utilities for the Premises and Common Areas. Tenant shall be responsible for the day-to-day maintenance and repair of the Premises as well as all of its equipment and personal property on the Premises. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees. Tenant shall be responsible for all repairs or replacements occasioned by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees.

6. Improvements/Alterations. No improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without the Landlord's prior written consent. Tenant shall not paint or decorate any part of the interior or exterior of the Premises or attach or hang any curtains, blinds, shades, screens, awnings, or other projections to the interior or exterior of any window of the Premises or on the outside wall of Fire Station #1. All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the termination of the Lease. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

7. Use. Tenant shall use and occupy the Premises as an office space for the Ottawa County Sheriff's Department. The Tenant may use the Premises for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Tenant shall not deface or injure the Premises, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in Fire Station #1, or permit any activity in the Premises that will result in an increase of any insurance premium on the Premises or Fire Station #1.

8. Assignment and Subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without Landlord's prior written consent.

9. Insurance. Landlord will insure Fire Station #1, including the Premises and Common Areas, against loss or damage under a policy of fire or extended coverage insurance in amounts that Landlord deems appropriate and shall name the Tenant as an additional insured.

The Landlord and the Tenant shall each keep and hold harmless the other party from any liability or claim for damages that may be asserted against the other because of any accident or casualty occurring on or about the Premises. Each party shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of not less than \$500,000.00 for injury or death to any one person, \$1,000,000.00 for injury or death to more than one person, and \$300,000.00 for damage to property. Each party shall furnish the other party with certificates or other evidence indicating that the insurance is in effect and providing that the other party shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy.

Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents or employees with respect to losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be kept there at Tenant's sole risk.

10. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in acceptable condition.

11. Damage or Destruction. If, during the term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the Premises shall be repaired as quickly as possible at Landlord's expense unless this Lease is terminated as provided below. In the event of such damage or destruction, and if this Lease is not terminated, there shall be an abatement in the rent payments due under this Lease.

If, during the term of this Lease, the Premises or Fire Station #1 is partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises or Fire Station #1 to its prior condition equals or exceeds 50 percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within 30 days after the date on which the damage occurs. Upon the giving of the notice, this Lease shall terminate as of the date on which the damage occurred, and the rent shall be terminated to that date. If the notice by Landlord is not given, this Lease shall continue and Landlord shall cause the Premises or Fire Station #1 to be repaired or restored with due diligence.

12. Condemnation. If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of, such a taking, then the term of this Lease shall cease on that part of the Premises to be taken from the day the possession of that part shall be acquired by public authority, and the rent shall be paid up to that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease, except that the rent shall be reduced in proportion to the amount of the Premises taken and, in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of the Landlord, whether the damages are awarded as compensation for diminution of value of the leasehold or to the fee of the Premises. However, Landlord shall not be entitled to any award made to Tenant for the costs of removing fixtures or for business interruption.

13. Signs. Tenant may install and/or maintain appropriate signs on the exterior of Fire Station #1 and in the Common Areas. Tenant shall, at its own expense, be responsible for any of its signs on the exterior of the Premises specific to the Tenant. Landlord reserves the right to require uniform signs for the Tenant, and no sign or other advertising or lettering shall be placed on the exterior walls or corridors of Fire Station #1 or on any window or doors of the Premises without Landlord's prior consent, which consent will not be unreasonably withheld.

14. Remedies and Default. If Tenant does any of the following:

- (a) defaults in paying any sums to Landlord when due, including rent and additional rent, and does not cure the default within 10 days;
- (b) defaults in performing any other covenant or condition of the Lease and does not cure the default within 30 days after written notice from Landlord specifying the default; or
- (c) is adjudicated as bankrupt or makes any assignment for the benefit of creditors;

then Landlord may:

- (i) accelerate the full balance of the rent payable for the remainder of the term and sue for the sums due;
- (ii) terminate this Lease; or
- (iii) without terminating this Lease, reenter the Premises and dispossess Tenant or any other occupant of the Premises and remove Tenant's effects. Tenant shall remain liable to Landlord for the balance owed minus any alternative rent received by Landlord. Under such circumstances, Landlord is to use best efforts to sublease Premises.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Tenant, and a breach is established, then Tenant shall pay to Landlord all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment as long as a breach has been established.

15. Access to Premises. Landlord shall have the right to enter that portion of the Premises occupied solely by Tenant at all reasonable hours, provided that entry does not interfere with the operation and conduct of Tenant's business and provided reasonable notice has been given to Tenant. Landlord shall have the right to use all or any part of the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises in locations within the Premises that will not materially interfere with Tenant's use of the Premises.

16. Rules and Regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of Fire Station #1 that are customary for buildings of this character and are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all rules and regulations.

17. Waiver. Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any subsequent breach or

default in the terms, covenants, and conditions in this Lease. This Lease may not be changed, modified, or discharged orally.

18. Notices. All notices required under this Lease shall be in writing and shall be deemed to be given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth in this Lease or to any other address that either party furnishes in writing during the term of this Lease.

19. Quiet Enjoyment. Landlord covenants and agrees with Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess, and enjoy the Premises for the full term of this Lease.

20. Changes by Landlord. Landlord reserves the absolute right at any time and from time-to-time to make changes or revisions in Fire Station #1, parking lot, driveways, signs, landscaping, and sidewalks, including additions to, subtractions from, or rearrangements of the improvements, provided that the changes do not materially alter the use of the Premises.

21. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of the Lease and without signing a new lease, it shall be deemed to be occupying the Premises as a tenant from month-to-month at twice the monthly rent (as adjusted in this Lease), subject to all the conditions, provisions, and obligations of this Lease insofar as it can be applicable to a month-to-month tenancy, cancelable by either party upon seven days' written notice to the other.

22. Recording. Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party, the other party shall join in signing a memorandum or so-called "short form" of this Lease for the purpose of recordation. The memorandum or short-form of this Lease shall describe the parties, the Premises, and the term of this Lease, and shall incorporate this Lease by reference.

23. Captions and Headings. The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

24. Applicable Law. This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease or portions of this Lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

25. Successors. This Lease and its covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns and shall be binding on Tenant and permitted assigns of Tenant.

26. Recovery by Tenant. Tenant agrees to look solely to the interest of Landlord in the land and improvements on which the Premises are situated to satisfy any judgment against Landlord as a result of any breach by Landlord of its obligations under this Lease. No other property of Landlord shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this Lease.

27. Estoppel Agreement. At the request of Landlord, Tenant shall, within 10 days, deliver to Landlord, or anyone designated by Landlord, a certificate stating the Commencement Date and the term and certifying, as of that date, the date to which rent, additional rent, and other charges under this Lease are paid, that this Lease is unmodified and in full force, and that Landlord is not in default under any provision of this Lease or, if the Lease is modified or if Landlord is in default, stating the modifications or the nature of the default and the amount of any claims.

28. Effective Date. Landlord and Tenant have signed this Lease and it shall be effective on the date listed in Section 3 of this Agreement.

LANDLORD

TENANT

SPRING LAKE TOWNSHIP
a Michigan governmental township

VILLAGE OF SPRING LAKE
a Michigan municipal corporation

By: Gordon Gallagher
Its: Manager
Date: _____

By: Christine Burns
Its: Manager
Date: _____

By: H. Carolyn Boersma
Its: Clerk
Date: _____

By: Marv Hinga
Its: Clerk
Date: _____

Mary Paparella

From: Richard Martinus <Richard.Martinus@plasancarbon.com>
Sent: Friday, November 18, 2016 9:43 AM
To: Mary Paparella
Subject: Application for Planning Commission & Resume
Attachments: 201611180931.pdf; Resume RKM MASTER 2016 9-27-16.pdf

Mary
Please find attached my interest in serving on the community planning commission.

It would be a privilege and honor. I believe I can provide positive support to our community / village. Please advise the next step.

Kind regards

Richard K. Martinus, CMA
Corporate Controller
Plasan Carbon Composites
An ISO:2008/TS16949:2009 Certified Company
3195 Wilson Drive NW
Walker, MI 49534
Phone: (616) 965-9462
Cell: (616) 745-2165
Email: richard.martinus@plasancarbon.com
Website: www.plasancarbon.com

Notice: The contents of this communication are privileged and confidential. If you are not the intended recipient of this transmission, you are hereby notified that distributing, copying, or disclosing this communication, or reliance on the contents thereof, are strictly prohibited. If you have received this communication in error, please notify the sender immediately, then destroy the original and all copies thereof.



Board and Commission Application

Name: Richard Martinus Telephone: 616 745-2165

Address: 209 S. PARK ST Date: 11/15/2016

Email Address: richard.martinus@plasancarbon.com

Years as a Village Resident: 29 Occupation: Financial Manager

Background/Interests: Financial & Strategic Planning CFO & various executive leadership positions.

Please check the board(s) or commission(s) that you would be willing to serve on:

- Checkboxes for Village Council, Planning Commission, Zoning Board of Appeals, Parks & Recreation/Tree Board, Friends of Barber School, Historic Commission, Development Area Citizens Council, Spring Lake Lake Board, Beautification Committee, DDA, Library Liaison, Lloyd's Bayou.

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an "as needed" basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

Yes No Seasonally - from to

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

Community involvement is very important to me. We have had a cottage in Village for 29 years and have invested as full time residents past 3 years. Want to participate in future planning ensuring Spring Lake continues to grow in a positive direction.

The Village of Spring Lake assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

1 Please attach a resume.

RICHARD K. MARTINUS, CMA
209 S. PARK STREET SPRING LAKE, MICHIGAN 49456
• 616.745.2165 • 616.897.0142 •
rmartinus20@yahoo.com

EXECUTIVE PROFILE

Chief Financial Officer (*working for family owned businesses*) with integrity, a strong work ethic and a proven track record of solving financial and operational challenges of companies going through rapid growth, economic downturns and turnaround situations. Demonstrated ability to handle both strategic and tactical financial issues. *Expert in simplifying the financial story of what makes companies successful. Possess outstanding financial modeling & PowerPoint presentation skills as teacher & power user.*

Executive Vice President responsible for Accounting, Finance, Credit, Customer Service, Purchasing, Custom Sales, Contracts, Materials, Human Resources and administrative functions of a ~\$80 million office furniture manufacturing company. Possess strong people and technical skills. A team player, who effectively resolves complex issues, communicates with all levels, and motivates people.

CAREER HISTORY

Plasan Carbon Components Inc., Walker, Michigan (January 2014 to present) Corporate Controller

PCC is a ~\$100 million Tier 1 automotive supplier-Corvette, Viper, exotic car carbon fiber body parts

Metalworks Inc., Ludington, Michigan (2013) Consultant / Interim CFO *Family Owned*

Metalworks is a ~\$60 million office furniture manufacturing company that sells a full breath of filing & storage solutions to the Commercial, Government and OEM markets.

Trendway Corporation, Holland, Michigan (2005 – 2013) Chief Financial Officer / Executive VP

Trendway Corporation is a ~\$80 million *Family Owned* office furniture manufacturing company that sells a full breath of work solutions to the Commercial and Government markets.

Monroe Inc., Grand Rapids, Michigan (2000 – 2005) CFO

Monroe Inc., is a ~\$40 million *Family Owned* Tier 1 & 2 automotive manufacturer / tool supplier that provided 70% of the domestic produced pointers & gages of American made automobiles.

PROFESSIONAL ACCOMPLISHMENTS

Creative, Insightful, Team Oriented Finance Leader

- ◆ CFO for family owned businesses for 14 years with a proven ability to provide insight & expertise in fulfilling family priorities & interests. Ability to share & successfully implement the vision of the founders.
- ◆ Creative ability to enthusiastically tell the story of what transpired in a given month or quarter or is projected going forward to individuals at all levels including finance and non-finance managers.
- ◆ Proven ability to work & build trust in a team environment analyzing complex financial data and providing insightful recommendations for decision making to improve the business overall performance.
- ◆ Results oriented leader with experience in corporate financial & strategic planning, manufacturing & investment accounting, foreign currency, internal controls, and progressive improvement initiatives.
- ◆ Strong interpersonal and communication skills; experience in effectively communicating key data.

Finance, Accounting, Treasury and Cash Management

- ◆ Negotiated bank relationships to ensure adequate source of financing with the best pricing and terms.
- ◆ Created a 13 week Cash Forecasting Tool & Process to navigate cash flow management.
- ◆ Secured Government Grant & Private Equity financing to support business growth.
- ◆ Reviewed and interpreted Financial Statements to the Board of Directors, Leadership & employees.
- ◆ Implemented strong financial controls to protect company assets including positive pay & internal audits

Employee Stock Ownership Plan (ESOP)

- ◆ At direction of Founder, led & implemented an ESOP providing 25% Employee Stock Ownership. Sole trustee of the ESOP. ESOP built an owner / employee culture of shared high standards & expectations.
- ◆ Provided leadership of the annual valuation; repurchase obligation; employee communication programs and dividend / contribution strategy. Shareholder value creation of +70% over the last 4 years!
- ◆ Implemented an employee 401K committee to increase employee participation in retirement planning. Increased company participation from 58% to 90%!

Richard K. Martinus

Financial / Business Planning & Analysis

- ◆ Managed all financial reporting, annual profit plan, financial/strategic planning, 13 week cash forecasting, business intelligence / analytics, and competitive industry comparisons.
- ◆ Facilitator of executive staff reviews and board meetings. Key advisor to all areas of the operation.

Tax Strategy

- ◆ Implemented significant tax savings including R&D tax credits; property tax abatements; successful appeal of real property value reduction; domestic manufacturing deduction; GRATS reducing owner future estate tax. NEXUS strategy to minimize state tax risks; successful negotiations of VDA's.

Insurance & Risk Management

- ◆ Medical – Working with strategic partners, led self-insured medical insurance program. Implemented Health Savings Account (HSA) option; wellness and creative Rx plans.
- ◆ Property & Casualty – Implemented Captive Insurance identified as “best practice” by insurance providers resulting in a 35% savings.
- ◆ Wellness - Created a wellness committee to support employee wellness activities.

Product, Channel, Customer Profitability & Pricing

- ◆ Led the development team and implementation of a continuous financial cost analysis system including product line profitability and mix statements (activity based cost driven). Business partner to operations.
- ◆ Implemented creative target pricing strategies in support of sales management.

Acquisitions

- ◆ Coordinated and managed the due diligence, valuation, purchase and integration of multi-million dollar acquisitions.
- ◆ Established company's acquisition policy, target criteria and team formation.

Negotiations with Suppliers

- ◆ Treated suppliers as partners. Led team responsible for relationships and agreements with key domestic and foreign suppliers on 'should be' costing, payable terms, receivables & quality issues.

PRIOR EMPLOYMENT

MONROE INC. – CFO REPORTING TO OWNER AND PRESIDENT (2000-2005)

- ◆ Played a significant role in company turnaround and return to profitability through process solutions.

KNOLL INC. / WESTINGHOUSE FURNITURE - DIRECTOR OF FINANCIAL PLANNING & ACCOUNTING

- ◆ Reporting to the CFO participated in growth of Westinghouse Furniture Business Unit from \$60 million to \$800 Million Global Office Furniture Manufacturing Unit renamed the Knoll Group.
- ◆ Presented with limited edition Triple Tombstone Award by Chairman of Westinghouse Electric for extraordinary effort in Knoll Group acquisition & consolidation process (Knoll, REFF and Shaw Walker).
- ◆ Financial coordinator of Puerto Rico, Canada Subsidiaries and Mexico joint ventures.

Power user of Microsoft Office Products – Excel, PowerPoint, Word, and Project.

CERTIFICATIONS / EDUCATION

CERTIFIED MANAGEMENT ACCOUNTANT (CMA), Institute of Certified Management Accountants

HOPE COLLEGE - Business Administration/Economics

MICHIGAN STATE UNIVERSITY - Graduate Studies- MBA Finance

FRATERNAL SOCIETY – Hope College

FEI – FINANCIAL EXECUTIVE INTERNATIONAL 2005-PRESENT

INSTITUTE OF MANAGEMENT ACCOUNTANTS – Past President, Regional & State Director

VOLUNTEER

COACH - St. Patrick's boys' basketball & soccer. City Champions; AYBT National Champions

2017 VILLAGE OF SPRING LAKE BOARDS/COMMISSIONS MEETING DATES

Village Council Work Session 7:00 p.m. Village Hall	Village Council Regular Meetings 7:00 p.m. Barber School	Downtown Development Authority 7:30 a.m. Village Hall	Parks & Recreation 7:00 p.m. Village Hall	Planning Commission 7:00 p.m. Barber School	Zoning Board of Appeals* 7:00 p.m. Barber School	Historic Commission 6:00 p.m. Village Hall	Harbor Transit 5:30 p.m. Varies	Police Commission 4:00 p.m. Varies	Sewer Authority 8:30 a.m. GHCH	NOWS 9:30 a.m. GHCH
01/07/17	01/16/17	01/12/17	01/03/17	01/24/17	01/10/17	01/23/17	01/25/17	04/18/17	02/17/17	02/17/17
01/09/17	02/20/17	02/09/17	02/06/17	02/28/17	02/14/17	02/27/17	GHT	SLVH		
02/13/17	03/20/17	03/09/17	03/06/17	03/28/17	03/14/17	03/27/17	03/22/17	07/18/17	05/18/17	05/18/17
03/13/17	04/17/17	04/13/17	04/03/17	04/25/17	04/11/17	04/24/17	SLVH	FCH		
04/10/17	05/15/17	05/11/17	05/01/17	05/23/17	05/09/17	05/22/17	05/24/17	10/17/17	08/17/17	08/17/17
05/08/17	06/19/17	06/08/17	06/05/17	06/27/17	06/13/17	06/26/17	SLVH	SLPS		
06/12/17	07/17/17	07/13/17	07/06/17	07/25/17	07/11/17	07/24/17	TBD		11/16/17	11/16/17
07/10/17	08/21/17	08/10/17	08/07/17	08/22/17	08/08/17	08/28/17				
08/14/17	09/18/17	09/14/17	♦9/5/2017	09/27/17	09/12/17	09/25/17	TBD			
09/11/17	10/16/17	10/12/17	10/02/17	10/24/17	10/10/17	10/23/17				
10/09/17	11/20/17	11/09/17	11/06/17	11/28/17	11/14/17	11/27/17	TBD			
11/13/17	12/18/17	12/14/17	12/04/17	~12/19/17	12/12/17	TBD				
12/11/17										
*Meets on an "as needed" basis. Check website and Facebook for cancellations.										
~Planning Commission meets one week early										
♦Parks & Rec. meets one day later										

WASTE HAULERS LICENSE APPLICATION

OCT 17 2016

Received

Name of applicant:

Kuerth's Disposal Inc

Business name:

Wayne Kuerth

Business street address:

2621 Dalsen Rd

Business city, state, zip:

Twin Lake MI 49457

Business phone:

231 744-4967

Email:

garbage@kuerthdisposal.com

Business Officers and Directors

Name

Address, City, State and Zip

- 1. Wayne Kuerth 2621 Dalsen Rd Twin Lake MI 49457
- 2. Cindy Kuerth 2621 Dalsen Rd Twin Lake MI 49457
- 3. Joe Kuerth 1884 Duff Rd Twin Lake MI 49457
- 4. _____
- 5. _____

List shareholders or others holding a ten percent or more interest in your business:

Name

Address, City, State and Zip

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

If business is a partnership, the names and addresses of each partner:

Address, City, State and Zip

- 1. _____
- 2. _____
- _____
- _____

Place where business is maintained:

Name	Address	City, State, Zip
Kuerth's Disposal Inc	2621 Dalsen Rd	Twin Lake MI 49457

Proposed day(s) and hours of operation:

6:00 a.m - 5:00 p.m

List all assumed names by which you propose to do business:

1. Kuerth's Disposal, Inc
2. _____
3. _____
4. _____

Has applicant or person conducting business or managing business on behalf of applicant been convicted of a crime, misdemeanor or of the violation of any municipal ordinance? Yes _____ No

If so, please provide full particulars:

Have you applied for and received all state licenses required to do business?

Yes _____ No _____ Not applicable

If so, please furnish us with a copy of such state approval.

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary) **Please indicate any changes (increases or decreases) with an asterisk:**

	<u>Residential</u>	
<u>Container Size</u>	<u>Pickups per Week</u>	<u>Rate</u>
1. Attached		
2. _____		
3. _____		
4. _____		

Commercial and Industrial

	<u>Container Size</u>	<u>Pickups Per Week</u>	<u>Rate</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Please provide information on the vehicles to be used by licensee. Provide the make, model, vehicle number, license number(s), packer type and capacity (attach separate sheet if necessary):

<u>Make</u>	<u>Model</u>	<u>Vehicle Number</u>	<u>License Number</u>	<u>Packer Type</u>	<u>Capacity</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

CERTIFICATIONS

a) The applicant certifies he/she/we/they can provide at least one backup vehicle to insure prompt waste removal in the event of equipment failure. Evidence of this ability should be included with this application and may take the form of contracts, leases or arrangements you may wish to propose.

Evidence: Attached list

Reviewed by Village Manager _____ Date: _____ Signature: _____

b) The applicant certifies he/she/we/they will provide waste removal services to all residential customers desiring such services in the Village of Spring Lake at least once per week.

c) The applicant certifies he/she/we/they have insured each piece of equipment to be used in waste hauling services in the Village of Spring Lake for an amount not less than One Hundred Thousand Dollars (100,000.00) for damage to property and not less than One Million Dollars (1,000,000.00) for injury or death to any person and not less than One Million Dollars (\$1,000,000.00) for injury or death to any person or persons in a single accident.

The applicant further certified that the Village of Spring Lake and its officers and employees are named specifically as additional insureds on applicant's insurance as it pertains to this license application. The applicant certifies that it holds said Village and its employees harmless from any liability claims that may arise as a result of the applicant's operations for collection or hauling of garbage or trash within the limits of the Village and such disclosures are noted on the appropriate insurance.

Evidence: Attached

Reviewed by Village Manager _____ Date: _____ Signature: _____

Note: Certificates of insurance must be provided to the Village Clerk of the Village of Spring Lake or his authorized representative, the Village Manager of the Village of Spring Lake.

d) The applicant certifies he/she/we/they have access to dispose of waste materials only at a properly licensed waste disposal site located within 20 miles of the Village limits of the Village of Spring Lake.

Evidence: Attached

Reviewed by Manager _____ Date: _____ Signature: _____

e) Applicant acknowledges that if a license to operate in the Village is granted by the Village Council, said license may be revoked by the Village Council upon the receipt of three complaints by customers that have been acknowledged in writing by the Village Manager in letters of reprimand to the licensee. If more than three letters of reprimand have been sent to licensee, then the license for such licensee shall be deemed automatically revoked 30 days after the mailing of such third letter. The licensee may request a hearing in writing before the Village Council. At the hearing, licensee shall show cause why its license should not be revoked, as requested by Council. It is understood that said hearing shall take place at the next regular public meeting of the Council, after receipt of the licensee's request for a hearing in writing. (See ordinance #154, Section 9-34, Village Code of Ordinances.)

f) The applicant certifies that all equipment to be utilized for work performed in the Village will at all times be identified with the name of the vendor, the address of the licensee and the telephone number where customers of the licensee can contact the licensee or their representative in the local calling area without additional charge for long distance rates.

Evidence: Attached

Reviewed by Manager _____ Date: _____ Signature: _____

g) The applicant certifies that the rates charged will at no time exceed the maximum rates approved by the Village Council, although lower rates may be charged. Additional rates for special services to individual customers may be negotiated according to the provisions of the ordinance.

h) The applicant certifies that he will provide and distribute to each of its customers a pamphlet disclosing the name and address of the licensee, the rates being charged, a local phone number of the licensee and the rules of garbage and trash collection applicable to such service within 30 days of the granting of a license by the Village Council and annually thereafter as long as the licensee shall be permitted to operate in the Village.

i) The applicant certifies that he is familiar with the Village Waste Hauling Ordinance and current Waste Hauling Resolution and shall abide by same at all times while licensed by the Village of Spring Lake.

The undersigned hereby certifies that the statements and certifications contained in this application are factual and truthful. Misrepresentation of any of these facts shall be cause for revocation of license. The person signing this license application and certification has the authority to do so on behalf of the company.

Date: 10-14-10
Name of Company: Kuerth's Disposal Inc
By: Wayne Thweed
Title: President

Recommended for approval

Recommended for disapproval

Date: _____ Signature of Manager

Kuerth's Disposal, Inc.

Rate Schedule

Residential

\$18.00 monthly curb service with a 90 gallon cart

\$3.00 fee per bag service/ \$75.00 per box

\$3.00 monthly recycle rate for fee per bag customers

\$80.00 seasonal yard waste service-includes 90 gallon cart

Commercial

<u>Container Size</u>	<u>Weekly Pick-ups</u>	<u>Monthly Rate</u>
2 Yard	1	\$ 55.00
	2	93.00
	3	129.00
	4	166.00
	5	203.00
3 Yard	1	\$ 77.00
	2	132.00
	3	186.00
	4	238.00
	5	294.00
4 Yard	1	\$ 86.00
	2	144.00
	3	206.00
	4	267.00
	5	326.00
6 Yard	1	\$106.00
	2	187.00
	3	266.00
	4	344.00
	5	425.00
8 Yard	1	\$149.00
	2	260.00
	3	372.00
	4	425.00
	5	575.00

EQUIPMENT LIST

#1	2011	FORD	1FT8W3BT0FEB35355
#2	2006	FORD	1FTSX21P16EB48391
#3	1995	VOLVO	4V2HCFME8SN698542
#4	1993	MACK	1M2K185CXPM005308
#5	1990	MACK	1M2K166C7LM002346
#6	1989	MACK	1M2K166C3KM001595
#7	1990	IH	1HTSBZRL0LH221840
#8	1992	IH	1HTSCPEL4NH440066
#9	1990	IH	1HTSBZRL7LH221835
#10	1996	IH	1HTSCABN4TH227585
#11	1994	MACK	1M2K195C7RM005016
#12	1985	MACK	1M2K127CXFM008234
#14	1993	IH	1HTSLPLL3PH469967
#15	1994	MACK	1M2K185C2RM005581
#16	1995	IH	1HTSHAAR9SH685997
#17	2002	IH	1HTSLABL32H508421
#18	2001	MACK	1M2K195C51M017833
#19	1991	IH	IHTSBZRL1MH347884
	1996	MACK	1M2K195C0TM007195
	1996	MACK	1M2K191C1TM008653
	2001	MACK	1M2K185C01M008371
	2012	FORD(JOE)	1FTFW1ETXCFA39780

Kent County Refuse Disposal
 Material Recovery Facility
 977 Wealthy SW
 Grand Rapids, MI 49503
 Ph. 6166327920

--- RECEIPT ---

Transaction# 4009988

Date: 10/05/16 10/05/16
 Time: 01:27 PM 01:35 PM
 Attendant: LAH LAH
 Lane: 01 01

K970 Kuerth's Disposal
 2621 Dalsen Road
 Twin Lake, MI 49457

Truck: K970-0000 Trailer:
 Manifest: Country: Not
 Specified
 PO:

Gross Wt: 44120 LBS TON
 Tare Wt: 30220 15.11
 Net Wt: 13900 6.95 <-----

Description:	Quantity	Amount	Charge
Recyclables - MRF	6.95	10.00	69.50
MI Surcharge:	6.95	0.36	0.00
248 Fee:	6.95	0.50	0.00
County Surcharge:		1.68	0.00
MI Ash Surcharge:		.12	0.00
CO Processing Fee:	3M		0.00

PAID BILL TOTAL DUE: 69.50
 69.50

TOTAL TENDERED: 69.50
 CHANGE: 0.00

Signature: 

MUSKEGON COUNTY SOLID WASTE
9366 APPLE AVENUE RAVENNA, MI 49451
PHONE 231-724-6001 FAX 231-724-6004
WEB: WWW.CO.MUSKEGON.MI.US/SOLIDWASTE

Waste In - Charge Scale Ticket

Ticket #:588605 Operator:BKN Date:10/13/2016
Vehicle : 0863 KUERTH PACKER

Customer : KUERTH KUERTH DISPOSAL
Contract : 6A MUSKEGON COUNTY
Material : RESCOUNTYA RESIDENTIAL COUNTY
Source : MUSKEGON
Location : Units : 9.06 TONS
Time In : 10:27:00 Unit price: \$27.0000
Time Out : 10:27:27 -----

Net Amount: \$ 244.62
Gross Wt : 60500 m State Fee : \$ 0.00
Tare Wt : 42380 m Local Fee : \$ 0.00
Net Wt : 18120 Lb =====

TOTAL DUE : \$ 244.62

SCALE WORK AVERAGE LOAD

MONDAY - FRIDAY 8:00 AM - 4:30 PM
SATURDAY 8:00 AM - 2:00 PM

GATES CLOSE PROMPTLY AT CLOSING TIMES



Kuerth's Disposal
Ph. 744-4967 or 1-800-332-3496

Kuerth's Disposal
USDOT 1871763
744-4967



WASTE HAULERS LICENSE APPLICATION

Name of applicant: Republic Services
Business name: Republic Services
Business street address: 2611 Olthoff Drive
Business city, state, zip: Muskegon, MI 49444
Business phone: 231-375-2070
Email: KRattinger@republicservices.com

Business Officers and Directors

Name	Address, City, State and Zip
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

List shareholders or others holding a ten percent or more interest in your business:

Name	Address, City, State and Zip
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

If business is a partnership, the names and addresses of each partner:

	Address, City, State and Zip
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Place where business is maintained:

Name	Address	City, State, Zip
Republic Services	2611 Olthoff Dr.	Muskegon, MI 49444

Proposed day(s) and hours of operation:

Monday - Friday 6am - 6pm

List all assumed names by which you propose to do business:

1. Allied Waste Services
2. Republic Services
3. Sunset Waste
4. _____

Has applicant or person conducting business or managing business on behalf of applicant been convicted of a crime, misdemeanor or of the violation of any municipal ordinance? Yes _____ No X

If so, please provide full particulars:

Have you applied for and received all state licenses required to do business?

Yes X No _____ Not applicable _____

If so, please furnish us with a copy of such state approval.

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary) **Please indicate any changes (increases or decreases) with an asterisk:**

	<u>Residential</u>	
<u>Container Size</u>	<u>Pickups per Week</u>	<u>Rate</u>
1. <u>See attachment</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Commercial and Industrial

Container Size Pickups Per Week Rate

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Please provide information on the vehicles to be used by licensee. Provide the make, model, vehicle number, license number(s), packer type and capacity (attach separate sheet if necessary):

Make Model Vehicle Number License Number Packer Type Capacity

See attachment

CERTIFICATIONS

a) The applicant certifies he/she/we/they can provide at least one backup vehicle to insure prompt waste removal in the event of equipment failure. Evidence of this ability should be included with this application and may take the form of contracts, leases or arrangements you may wish to propose.

Evidence: See attachment

Reviewed by Village Manager _____ Date: _____ Signature: _____

b) The applicant certifies he/she/we/they will provide waste removal services to all residential customers desiring such services in the Village of Spring Lake at least once per week.

c) The applicant certifies he/she/we/they have insured each piece of equipment to be used in waste hauling services in the Village of Spring Lake for an amount not less than One Hundred Thousand Dollars (100,000.00) for damage to property and not less than One Million Dollars (1,000,000.00) for injury or death to any person and not less than One Million Dollars (\$1,000,000.00) for injury or death to any person or persons in a single accident.

The applicant further certified that the Village of Spring Lake and its officers and employees are named specifically as additional insureds on applicant's insurance as it pertains to this license application. The applicant certifies that it holds said Village and its employees harmless from any liability claims that may arise as a result of the applicant's operations for collection or hauling of garbage or trash within the limits of the Village and such disclosures are noted on the appropriate insurance.

Evidence: See attachment

Reviewed by Village Manager _____ Date: _____ Signature: _____

Note: Certificates of insurance must be provided to the Village Clerk of the Village of Spring Lake or his authorized representative, the Village Manager of the Village of Spring Lake.

d) The applicant certifies he/she/we/they have access to dispose of waste materials only at a properly licensed waste disposal site located within 20 miles of the Village limits of the Village of Spring Lake.

Evidence: See attachment

Reviewed by Manager _____ Date: _____ Signature: _____

e) Applicant acknowledges that if a license to operate in the Village is granted by the Village Council, said license may be revoked by the Village Council upon the receipt of three complaints by customers that have been acknowledged in writing by the Village Manager in letters of reprimand to the licensee. If more than three letters of reprimand have been sent to licensee, then the license for such licensee shall be deemed automatically revoked 30 days after the mailing of such third letter. The licensee may request a hearing in writing before the Village Council. At the hearing, licensee shall show cause why its license should not be revoked, as requested by Council. It is understood that said hearing shall take place at the next regular public meeting of the Council, after receipt of the licensee's request for a hearing in writing. (See ordinance #154, Section 9-34, Village Code of Ordinances.)

f) The applicant certifies that all equipment to be utilized for work performed in the Village will at all times be identified with the name of the vendor, the address of the licensee and the telephone number where customers of the licensee can contact the licensee or their representative in the local calling area without additional charge for long distance rates.

Evidence: Information on all trucks

Reviewed by Manager _____ Date: _____ Signature: _____

g) The applicant certifies that the rates charged will at no time exceed the maximum rates approved by the Village Council, although lower rates may be charged. Additional rates for special services to individual customers may be negotiated according to the provisions of the ordinance.

h) The applicant certifies that he will provide and distribute to each of its customers a pamphlet disclosing the name and address of the licensee, the rates being charged, a local phone number of the licensee and the rules of garbage and trash collection applicable to such service within 30 days of the granting of a license by the Village Council and annually thereafter as long as the licensee shall be permitted to operate in the Village.

i) The applicant certifies that he is familiar with the Village Waste Hauling Ordinance and current Waste Hauling Resolution and shall abide by same at all times while licensed by the Village of Spring Lake.

The undersigned hereby certifies that the statements and certifications contained in this application are factual and truthful. Misrepresentation of any of these facts shall be cause for revocation of license. The person signing this license application and certification has the authority to do so on behalf of the company.

Name of Company: Republic Services/Allied Waste

Date: 11/29/16

By: [Signature]
Title: Municipal Relationship Manager

Recommended for approval

Recommended for disapproval

Date: _____ Signature of Manager _____

1.	Customer provides container	1 pickup per week	\$15.30/month
2.	Licensee provides 90-gallon cart	1 pickup per week	\$17.30/month
3.	Bag service		\$1.50/bag
4.	Bag service administration fee	1 pickup per week	\$6.80/month
5.	Yard waste bag collection	1 pickup per week	\$10.20/month
6.	Yard waste licensee provides 90-gallon cart	1 pickup per week	\$12.30/month
7.	Recycling service for trash service customers	1 pickup every other week	\$0

* A late fee shall be assessed to encourage prompt customer payment. Late fees shall be assessed on customer's accounts at \$5 each month that their account is 30 days or more past due based on the invoice date. The customer must have a past due balance

* A customer shall be assessed a fee of \$25 when the customer's account is placed on service interrupt for non-payment at 60 days from the invoice date. The customer must have a past due balance of \$5 or greater before the service interrupt fee is charge

VILLAGE OF SPRING LAKE VEHICLES

<u>TRUCK #</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN #</u>
2204	FL	2007	MACK	LE613	1M2AC08C37M014239
2215	FL	2001	VOLVO	WXLL64	4V2HC6UE21N325205
2345	FL	2001	VOLVO	WXLL64	4V2HC6UEX1N324996
2366	FL	2013	AUTOCAR	ACX	5VCAC6FDH215975
2369	FL	2014	AUTOCAR	ACX	5VCAC6SUF5EH217514



ADDITIONAL REMARKS SCHEDULE

GENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
 Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
 Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C48608115 and stop gap coverage for OH is covered under policy no. WCU C48608140, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
 Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48612763) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

TO INCREASE

Village of Spring Lake

DEC 06 2016

Received

WASTE HAULERS LICENSE APPLICATION

Name of applicant:

Waste Management Inc

Business name:

11668 PORTER ST SW

Business street address:

Business city, state, zip:

Grand Rapids MI 49519

Business phone:

6167242148

Email:

Business Officers and Directors

Name

Address, City, State and Zip

1. _____
2. _____
3. _____
4. _____
5. _____

List shareholders or others holding a ten percent or more interest in your business:

Name

Address, City, State and Zip

1. Public Company
2. _____
3. _____
4. _____
5. _____

If business is a partnership, the names and addresses of each partner:

Address, City, State and Zip

1. _____
2. _____
3. _____
4. _____
5. _____

Place where business is maintained:

Name	Address	City, State, Zip
Waste Management	11618 PORTER ST SW	Grand Rapids MI 49519

Proposed day(s) and hours of operation:

M-F 6am - 6pm

List all assumed names by which you propose to do business:

1. _____
2. _____
3. _____
4. _____

Has applicant or person conducting business or managing business on behalf of applicant been convicted of a crime, misdemeanor or of the violation of any municipal ordinance? Yes _____ No X

If so, please provide full particulars:

Have you applied for and received all state licenses required to do business?

Yes X No _____ Not applicable _____

If so, please furnish us with a copy of such state approval.

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary) **Please indicate any changes (increases or decreases) with an asterisk:**

Residential

<u>Container Size</u>	<u>Pickups per Week</u>	<u>Rate</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Commercial and Industrial

	<u>Container Size</u>	<u>Pickups Per Week</u>	<u>Rate</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Please provide information on the vehicles to be used by licensee. Provide the make, model, vehicle number, license number(s), packer type and capacity (attach separate sheet if necessary):

<u>Make</u>	<u>Model</u>	<u>Vehicle Number</u>	<u>License Number</u>	<u>Packer Type</u>	<u>Capacity</u>
<i>See Attached</i>					

CERTIFICATIONS

a) The applicant certifies he/she/we/they can provide at least one backup vehicle to insure prompt waste removal in the event of equipment failure. Evidence of this ability should be included with this application and may take the form of contracts, leases or arrangements you may wish to propose.

Evidence: *Attached*

Reviewed by Village Manager _____ Date: _____ Signature: _____

b) The applicant certifies he/she/we/they will provide waste removal services to all residential customers desiring such services in the Village of Spring Lake at least once per week.

c) The applicant certifies he/she/we/they have insured each piece of equipment to be used in waste hauling services in the Village of Spring Lake for an amount not less than One Hundred Thousand Dollars (100,000.00) for damage to property and not less than One Million Dollars (1,000,000.00) for injury or death to any person and not less than One Million Dollars (\$1,000,000.00) for injury or death to any person or persons in a single accident.

The applicant further certified that the Village of Spring Lake and its officers and employees are named specifically as additional insureds on applicant's insurance as it pertains to this license application. The applicant certifies that it holds said Village and its employees harmless from any liability claims that may arise as a result of the applicant's operations for collection or hauling of garbage or trash within the limits of the Village and such disclosures are noted on the appropriate insurance.

Evidence: *Attached*

Reviewed by Village Manager _____ Date: _____ Signature _____

Note: Certificates of insurance must be provided to the Village Clerk of the Village of Spring Lake or his authorized representative, the Village Manager of the Village of Spring Lake.

d) The applicant certifies he/she/we/they have access to dispose of waste materials only at a properly licensed waste disposal site located within 20 miles of the Village limits of the Village of Spring Lake.

Evidence: Autumn Hills RDF Zealand WI

Reviewed by Manager _____ Date: _____ Signature: _____

e) Applicant acknowledges that if a license to operate in the Village is granted by the Village Council, said license may be revoked by the Village Council upon the receipt of three complaints by customers that have been acknowledged in writing by the Village Manager in letters of reprimand to the licensee. If more than three letters of reprimand have been sent to licensee, then the license for such licensee shall be deemed automatically revoked 30 days after the mailing of such third letter. The licensee may request a hearing in writing before the Village Council. At the hearing, licensee shall show cause why its license should not be revoked, as requested by Council. It is understood that said hearing shall take place at the next regular public meeting of the Council, after receipt of the licensee's request for a hearing in writing. (See ordinance #154, Section 9-34, Village Code of Ordinances.)

f) The applicant certifies that all equipment to be utilized for work performed in the Village will at all times be identified with the name of the vendor, the address of the licensee and the telephone number where customers of the licensee can contact the licensee or their representative in the local calling area without additional charge for long distance rates.

Evidence: Equipment Signage

Reviewed by Manager _____ Date: _____ Signature: _____

g) The applicant certifies that the rates charged will at no time exceed the maximum rates approved by the Village Council, although lower rates may be charged. Additional rates for special services to individual customers may be negotiated according to the provisions of the ordinance.

h) Applicant certifies that he will provide and distribute to each of its customers a pamphlet disclosing the name and address of the licensee, the rates being charged, a local phone number of the licensee and the rules of garbage and trash collection applicable to such service within 30 days of the granting of a license by the Village Council and annually thereafter as long as the licensee shall be permitted to operate in the Village.

i) The applicant certifies that he is familiar with the Village Waste Hauling Ordinance and current Waste Hauling Resolution and shall abide by same at all times while licensed by the Village of Spring Lake.

The undersigned hereby certifies that the statements and certifications contained in this application are factual and truthful. Misrepresentation of any of these facts shall be cause for revocation of license. The person signing this license application and certification has the authority to do so on behalf of the company.

Name of Company: Waste Management Inc

Date: 11-26-16

By: Mary E Kasowicz

Title: Operations Specialist

Recommended for approval

Recommended for disapproval

Date: _____ Signature of Manager _____

VILLAGE OF SPRING LAKE TRUCKS 2017

WASTE MANAGEMENT OF MI INC

361490	VOLVO	WXLL64	AC73427	4V2HC2UEXYN257657
310311	INTL	4100	BA78258	3HTMWAFK67N540553
361861	MACK	LE613	AB11404	1M2AC07C32M006121
361914	MACK	LE613	AC78285	1M2AC07C02M006299
361973	MACK	LE613	BA78194	1M2AC07C12M006232
209972	MACK	MRU613	AC67241	1M2AVO2C69M005184
206953	MACK	MRU613	BA42422	1M2K195C13M022451
208338	MACK	MRU613	RA87586	1M2K195CX6M029600
210502	MACK	MRU613	AB69070	1M2AV02C3BM007304
414392	FRTLINER		BA41353	1FVMC5DV8FHGN7898

Residential	Monthly Rate	Service Code	Monthly Maintenance Fee	Service Code	INL Reactivation Fee	Compost Activation Fee	Budget Bag Cost	Shipping & Handling (Bags)	Bag Service Limits	Toter Service Limits	Toter Rental	A
Seasonal (INL/DIL)				SSU	\$16.00					Fee applies to all Residential customers that reinstate (INL) their accounts after being temporary Subscription residential accounts that are vacation status for 1 - month to less than 3 months customers and HOA (Home Owner's Association) accounts are also ex		
64 Gal Toter	We no longer offer service with a 64-gallon toter. If an existing customer has a 64-gallon toter that needs to be replaced, please let the customer know that it may be replaced with a 96 gallon toter at no extra charge if the site no longer has any 64 gallon toters.											
96 Gal Toter	\$16.00	96T							+ 2 bags	Contents of cart	Included w/service	
2nd 96 Gal Toter	\$10.00	9AT								Contents of Cart only	Included w/service	
3rd 96 Gal Toter	\$10.00	9AT								Contents of Cart only	Included w/service	
Compost	\$12.50	96G				\$25.00			+ 5 paper bags	Contents of cart	Included w/service	
Budget Bag Service			\$5.92	RBG			10/\$25.00	\$4.95 up to 3 pkgs	Unlimited			
Activation Fee New business (NBO/NBL)	\$40.00	SRU	This is a one-time only charge that will be assessed to subscription residential customers establishing new service (NBO) with WM or reestablishing service with WM after a move (NBL)									
Recycling	\$5.00	RBN / MOR							\$5/ month for each bin used.			
Additional Recycling	\$5.00	RBN / MOR										
Service Area Comments:	Check MAS for correct service day.											
	Serviced by 665. Bulk pick up service available for an additional fee.											



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)
12/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

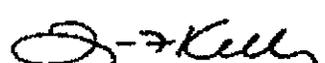
PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Insurance Co of North America		43575
INSURER C: ACE Property & Casualty Insurance Co		20699
INSURER D: ACE Fire Underwriters Insurance Company		20702
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 3493090 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HDO G27403311	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	MMT H08866326	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 001	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C48596769 (AOS) WLR C48596800 (AZ,CA,&MA) SCF C48596848 (WI)	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08866314	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: ALL OPERATIONS OF THE INSURED.

CERTIFICATE HOLDER 3493090 VILLAGE OF SPRING LAKE 102 WEST SAVIDGE STREET SPRING LAKE MI 49456	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Christine Burns

From: Lynne Gleason <LGLEASON@choiceone.com>
Sent: Thursday, December 1, 2016 11:16 AM
To: Christine Burns
Subject: Downtown SL Christmas Lights/ Decorations - Spectacular!!

Good Morning Christine,

I am a SL Village Resident (working @ ChoiceOne Bank in Sparta).
Kudos to you and your "elves" for the *spectacular* display of Christmas
Lights/Decorations throughout downtown Spring Lake. Driving thru downtown one
evening this week I became "smitten" with the Christmas spirit and
was instantly transported to that wonderful place of childlike awe, beauty and
wonder!

Thanks to all for your extraordinary efforts! Much appreciated! ☺

Holiday Blessings to You and Staff,

-Lynne

Lynne Gleason

Documentation Specialist | Commercial Loans

(616) 887-1731, ext. 3020 | (888) 775-6687 Toll Free | (616) 887-2208 Fax

lgleason@choiceone.com



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Christine Burns

From: Doug Heins <doug.heins.l92q@statefarm.com>
Sent: Thursday, December 1, 2016 12:07 PM
To: Christine Burns; Andrew Dull
Subject: Decorations

Driving through town last night and like how the decorations look. Thanks!

Ask, Listen, Care.....Then help people live confidently.

Doug Heins, LUTCF, CLU, ChFC

701 E Savidge, Suite 4

Spring Lake, Michigan. 49456

616-846-4040

800-442-3502

616-846-2613 fax

www.dougheins.com

doug@dougheins.com

NMLS # 1056504



Christine Burns

From: Shannon McMaster <shannonmcmaster@gmail.com>
Sent: Monday, November 21, 2016 2:00 PM
To: villageprez@gmail.com; Steve Nauta; megan@specialeventsllc.com; Mark Miller; markp@springlakevillage.org; Shadyln212@gmail.com; scott@springlakevillage.org
Cc: Christine Burns
Subject: Disincorporation: opposition

Hi,

I understand there is renewed talk about disincorporation. I am reaching out to this membership of the Village Council based on the current council packet available on-line.

I am opposed to disincorporation. I live in the village in part because it is a village, which gives me the opportunity to have a direct say in two local units of government. For this, I am glad to pay two sets of taxes in order to enjoy the various benefits which arise from residency in both the Village and the township.

I'm sure I'll be in touch again with you and future members of Council, but wanted to take an early opportunity to express my strongly held opinion on the matter.

Thanks for you time, and for your service to our great home town!

Sincerely,
Shannon McMaster
227 Prospect

Christine Burns

From: Mary Paparella
Sent: Monday, November 21, 2016 9:43 AM
To: Christine Burns; Marv Hinga; DPW
Subject: DNR Forestry grant
Attachments: DOC112116.pdf

I'm sorry to report we didn't get it. : (I have attached a list of the winners

Mary Paparella
Administrative Assistant
Building Department Supervisor
Water/Sewer Department
Village of Spring Lake
102 W. Savidge
Spring Lake, MI 49456
616-842-1393 ~ phone
616-847-1393 ~ fax
mary@springlakevillage.org
www.springlakevillage.org

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

From: Spring Lake Village [mailto:mary@springlakevillage.org]
Sent: Monday, November 21, 2016 12:37 PM
To: Mary Paparella <Mary@springlakevillage.org>
Subject: Scanned from MFP-07172536 11/21/2016 09:37

Scanned from MFP-07172536.
Date: 11/21/2016 09:37
Pages:1
Resolution:200x200 DPI

Department of Natural Resources – Forest Resources Division

**Urban and Community Forestry Program
2016-17 Community Forestry Grants
AWARD RECIPIENTS**

<u>Organization</u>	<u>County:</u>	<u>Project:</u>	<u>Amount:</u>
City of Alma	Gratiot	Tree planting	\$3,000
City of Alpena - Wildlife Sanctuary Board	Alpena	Interpretive tree tags and signage - Island Park	\$1,000
City of East Lansing	Ingham	City tree inventory and urban tree canopy assessment	\$17,000
City of Frankenmuth	Saginaw	City tree inventory and management plan	\$17,000
City of Hillsdale	Hillsdale	Tree planting	\$2,500
City of South Haven	Van Buren	City tree inventory and management plan	\$20,000
City of Yale	St. Clair	Tree planting	\$2,000
Genesee Conservation District	Genesee	Parks tree inventory - City of Flint	\$6,650
Harrison Township	Macomb	Tree planting	\$2,000
Ingham County Land Bank	Ingham	Tree planting	\$1,000
Michigan Association of Conservation Districts	Ingham	Michigan Envirothon education and training	\$3,500
Newaygo County Parks and Recreation	Newaygo	Tree planting	\$2,490
Orion Township	Oakland	Tree planting	\$1,125
Village of Elk Rapids	Antrim	Tree planting	\$2,000
Village of Mackinaw City	Emmet	Tree planting	\$2,500
		TOTAL:	\$83,765



FEMA

HAZARD MITIGATION GRANTS

HMGP is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, United States Code (U.S.C.) 5170c. The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. HMGP is available, when authorized under a Presidential major disaster declaration, in the areas of the State requested by the Governor. The amount of HMGP funding available to the Applicant is based upon the estimated total Federal assistance to be provided by FEMA for disaster recovery under the Presidential major disaster declaration.

The **PDM** program is authorized by Section 203 of the Stafford Act, 42 U.S.C. 5133. The PDM program is designed to assist States, Territories, Indian Tribal governments, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding from future disasters.

The **FMA** program is authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended (NFIA), 42 U.S.C. 4104c, with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP).

The **RFC** program is authorized by Section 1323 of the NFIA, 42 U.S.C. 4030, with the goal of reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund (NFIF) in the shortest period of time.

The **SRL** program is authorized by Section 1361A of the NFIA, 42 U.S.C. 4102a, with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage and that will result in the greatest savings to the NFIF in the shortest period of time.

The NFIF provides the funding for FMA, RFC, and SRL programs. The PDM, FMA, RFC, and SRL programs are subject to the availability of appropriation funding, as well as any program-specific directive or restriction made with respect to such funds.

More information about each program can be found on the FEMA HMA Web site at www.fema.gov/government/grant/hma/index.shtm.

Village of Spring Lake (Ottawa County) NFIP, 2010 population 2,323 (down 8% from 2000) – population included in Spring Lake Township

Hazard Priorities:

High: Winter Weather, Electrical Failure, Tornado, Riverine Flooding, Communications Failure, Thunderstorm Hazards, Urban Flooding

Medium: Intentional Acts, Transportation Accidents, Hazardous Materials Release, Urban/Structural Fire, Water Structure Failure, Epidemic, Sanitary Sewer System Failure, Extreme Temperatures

Low: Nuclear Power Plant Accident, Shoreline Flooding/Erosion, Earthquake, Drought, Wildfires, Other Fires, Landslides, Dam Failures

Prioritized Hazard Mitigation Strategies:

#1: Medium priority – Riverine Flooding

Dredge the river from the railroad bridge east to 104th.

#2: Medium priority – Master Plan Consideration

Give consideration to hazard mitigation needs and concepts in the next update of the community's master plan and associated zoning maps. A master plan was developed in 2006, and therefore an update should be occurring soon. During such an update process, the Spring Lake Village Planning Commission should give consideration to hazard mitigation concepts and concerns, and adjust the master plan to accommodate viable hazard-related strategies.

#3: Medium priority – Emergency Notification

Develop actions to strengthen and maintain emergency notification systems (as detail is found, this strategy might be elevated to HIGH priority in the future). Coordinate as needed to bolster the dependability of emergency communication systems.

#4: Medium priority – Severe Weather Preparedness

Identify any warning system needs in the township.

#5: Medium priority – Infrastructure Strengthening

Identify potential improvements or projects to strengthen the area's infrastructure (of all kinds) to increase its hazard-resistance.

#6: lower priority – Fire Preparedness

Consideration of additional fire-related public awareness and training activities. Assess and/or address any possible shortfalls in fire mitigation actions, regulations, supplies, firebreak, staffing, FIREWISE protection techniques, and risk assessment detail.



County of Ottawa

Sheriff's Office

Gary A. Rosema
Sheriff

Steve A. Kempker
Undersheriff



Emergency Management Unit/Beth Thomas, Director
12220 Fillmore Street
West Olive, Michigan 49460-9672
(616) 738-4050
(888) 731-1001
Fax: (616) 738-4053

November 14, 2016

Jim Machachlan
Spring Lake Village
102 West Savidge Street
Spring Lake, MI 49456

Re: Hazard Mitigation Plan Update

Dear Jim:

Please reply with your answers to my office by **November 25, 2016**. We will use this information to update the plan and submit the updated version to the State for approval.

Enclosed with this letter you will find an excerpt from the 2012 Hazard Mitigation Plan (HMP) for Ottawa and Kent Counties. This excerpt is the portion of the plan that outlines your jurisdiction's intent to work toward mitigating or preventing known hazards in your jurisdiction. Jurisdictions in Ottawa County seeking eligibility for Hazard Mitigation Grants must be included in this manner in the HMP.

The Hazard Mitigation Plan must be updated every five years and we are currently working on the update which must be submitted and approved by FEMA by May 2017. FEMA's approval follows the State's approval and this process can take several months.

Please take the time to look over the tactical suggestions in the excerpt provided and determine

1. Whether any action was taken, albeit successful or not. Any attempt should be documented. (Example: Grant application was denied so mitigation measure was not feasible or, not feasible due to lack of funding.)
2. Project completed. Provide brief explanation and completion date.
3. Project no longer applicable (Explain why. Perhaps something changed in your jurisdiction that already mitigated this hazard.)
4. Any additional projects you deem applicable. This could be a new hazard that has been identified, or a new project or method to mitigate a known hazard.

There are three types of hazard mitigation grants possible:

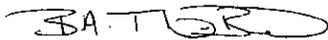
1. Pre-disaster mitigation grant
This grant comes annually and is meant to assist you with the projects that you've identified in the Hazard Mitigation Plan.
2. Post-disaster Hazard Mitigation Grant
This grant may become available following a declared disaster. These are typically high in dollar amounts with a 25% match and will greatly aid your jurisdiction during recovery from a large-scale disaster.

Once approved by the State *and* by FEMA, we will forward a copy of the plan to you with a request for your jurisdiction to formally adopt the plan. Adoption of the plan by your jurisdiction is imperative since without it, your jurisdiction will not be eligible for hazard mitigation funding. You are currently covered under the current (2012) version of the plan.

We would like to have this update process finalized by the end of December 2016. I will be contacting your office again in 2017 once the HMP is approved to assist in addressing your board for formal adoption of the plan. When the time comes I will be happy to address one of your meetings in order to answer any questions you might have.

Thank you for your assistance in this process and please feel free to call me with any question (638-7760)

Respectfully,



B.A. Thomas-Baas, PEM
Director
Ottawa County Emergency Management

Enclosures:

Hazard Mitigation Plan 2012 Excerpt
Hazard Mitigation Grant Fact Sheet

cc: Christine Burns
Brian Sipe



Village of Spring Lake

DEC 05 2016

RICK SNYDER
GOVERNOR

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

SHELLY EDGERTON
DIRECTOR

Received

November 29, 2016

Spring Lake Village Clerk
Attn: Marv Hinga
102 W Savidge St
Spring Lake, MI 49456

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#: 858437

Transfer ownership, location & governmental unit of Class C license

Name of applicant(s): Garage at Division, LLC

Business address and phone: 228 W Savidge St, Spring Lake 49456, Phone: (513)309-6256

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

Paul Pugsley, 16162 Harbor View Dr, Spring Lake, MI 49456, Phone: (513)309-6256.

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

Christine Burns

From: MERS of Michigan <news=mersofmich.com@cmail20.com> on behalf of MERS of Michigan <news@mersofmich.com>
Sent: Friday, December 2, 2016 2:58 PM
To: Christine Burns
Subject: MERS Update on Developing OPEB Legislation

Having trouble viewing this email? [View it in your browser](#) .



Pension Reform Updates

MERS is committed to keeping you informed of any developing legislation that would affect public employee retirement plans and other post-employment benefits (OPEB).

Thirteen bills went before the House Local Government committee yesterday (December 1, 2016) that affect retiree health care for local units of government. The main bill is [HB 6074](#). The other 12 bills (HB 6075- HB 6086) are dependent upon the enactment of HB 6074.

In summary, the bills would:

- Eliminate retiree health benefits for local government employees hired on or after May 1, 2017, and allow local governments to replace it with a contribution into a tax-deferred account in an amount capped at 2% of an employee's base pay. This offering is at the employers discretion.
 - PERA amendment would state that retiree health benefit offerings are a prohibited subject of bargaining.
 - PA 312 amendment would prohibit an arbitrator from issuing an order that includes retiree health benefits.
- For existing employees and retirees, the retiree health care plan is subject to existing contract provisions and the funded percentage of the retirement health system.
 - If the retiree health care liability is less than 80% funded, then there would be a cap on the local government's contribution to the annual benefit cost of 80%.
 - Collective bargaining agreements entered into prior to the effective date of the law that provide for a "vested" right to retiree healthcare would not be impacted by this 80% cap.

A complete summary analysis of the bills can be found [here](#). In addition, you can view a Detroit Free Press article about the hearing [here](#).

The committee is expected to reconvene next Tuesday to take testimony and vote on the legislation. Based on the remaining legislative session schedule, the House will need to pass the legislation prior to December 8th in order for the Senate to continue the legislative process.

You can sign up to receive legislative alerts from MERS by clicking [here](#).

Regards,

MERS CEO
Chris DeRose

This email was sent to christine@springlakevillage.org

[Forward this email to a friend.](#)

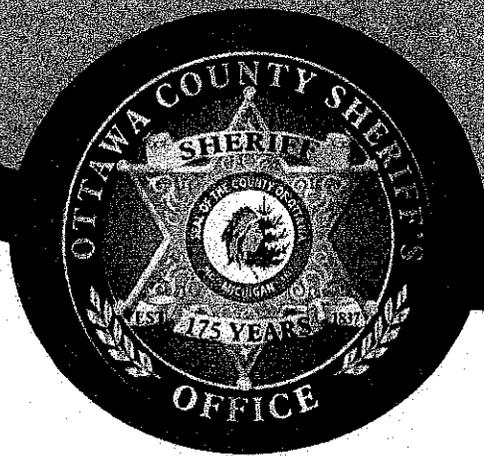
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[Unsubscribe Instantly.](#)

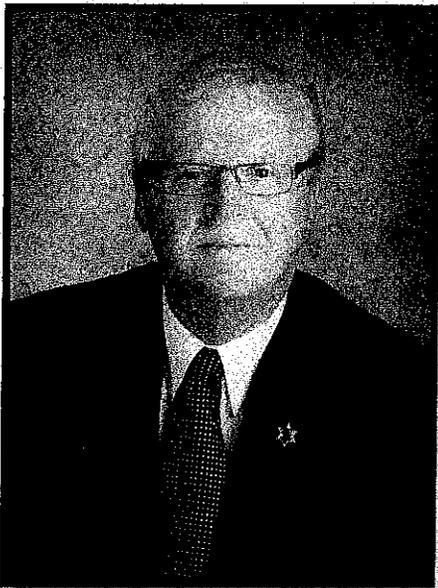


MERS of Michigan
1134 Municipal Way
Lansing, MI 48917
www.mersofmich.com
800.767.MERS (6377)

Retirement Open House



Sheriff Gary A. Rosema



Please join us in celebrating the Sheriff's upcoming retirement as we recognize his 42 years of Law Enforcement Service with Ottawa County, 24 years as Sheriff.

December 14, 2016, 1:30pm to 5:00pm

Presentations at 3pm

**Grand Haven Community Center
421 Columbus Avenue
Grand Haven, MI 49417**



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



C. HEIDI GREYER
DIRECTOR

Village of Spring Lake

DEC 05 2016

Received

November 28, 2016

Mr. Marvin Hinga, Village Clerk/Treasurer
Village of Spring Lake
102 West Savidge Street
Spring Lake, Michigan 49456

Dear Mr. Hinga:

SUBJECT: Stormwater, Asset Management, and Wastewater (SAW) Grant Program
Village of Spring Lake
Wastewater and Stormwater Asset Management Plans
SAW Grant Project Number 1181-01

Congratulations on your SAW Grant award for the above-referenced project. Enclosed is one original signed copy of your SAW Grant Agreement. Also, enclosed is a copy of the SAW Grant Disbursement Request (DR) form and Disbursement Instructions.

You may immediately request a disbursement for any eligible costs previously incurred since January 2, 2013. The DR must be signed by the authorized representative and emailed to me or mailed to our office. Each DR must be accompanied by complete supporting documentation including invoices or proof of payment of incurred costs. Each DR must also include a brief status report on the SAW Grant activities completed to date. DRs can be submitted at any time, but only one per calendar month will be processed. DRs reviewed and approved by me by Monday can be processed that same week for payment.

The approved budget period for your grant-funded activities closes at the end of November 2019. Proposed project scope or end date changes need Department of Environmental Quality (DEQ) approval in advance.

Your SAW Grant requires the following "deliverable" be provided to the DEQ within 3 years of your grant agreement date:

- Rate Methodology Approval
- Wastewater Asset Management Plan Certification of Project Completeness
- Stormwater Asset Management Plan Certification of Project Completeness

It is recommended that you work with Water Resources Division (WRD) staff to prepare your stormwater management plans, asset management plans, and innovative technology projects. Again, congratulations on your SAW Grant award. I appreciate your interest in improving water quality in your community. Should you have any questions, please contact me at the phone number listed below, e-mail at JonesC13@michigan.gov, or by mail at DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,

Clarence Jones, Project Manager
Revolving Loan Section
Office of Drinking Water and Municipal Assistance
517-284-5410

NOV 02 2016



Michigan Finance Authority

BUREAU OF
STATE & AUTHORITY FINANCE

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of November 22, 2016, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the Village of Spring Lake, County of Ottawa ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Marvin Hinga, Clerk
Name/Title of Authorized Representative
102 West Savidge St.
Address
Spring Lake, MI 49456
Address
616-842-1393
Telephone number

GRANT INFORMATION:

Project Name: WW & SW Asset Mgt Plan
Project #: 1181-01
Amount of Grant: \$ 997,103
Amount of Match \$ 110,789
Project \$ 1,107,892 (grant plus match)
Start Date: 1/26/2013 End Date: 11/26/2019

DEQ REPRESENTATIVE:

Sonya T. Butler, Chief
Name/Title
525 West Allegan St., PO Box 30473
Address
Lansing, MI 48909-7973
Address
(517) 373-2161
Telephone number
Butlers2@michigan.gov
E-mail address

AUTHORITY REPRESENTATIVE:

Mary G. Martin, Executive Director, MFA
Name/Title
430 W. Allegan St., Austin Building
Address
Lansing, MI 48922
Address
(517) 335-0994
Telephone number
treas_bondfinance@michigan.gov
E-mail

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

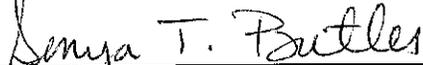
GRANTEE


Signature of Grantee

November 22, 2016
Date

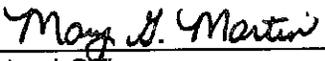
MARVIN HINGA CLERK
Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY


Its Authorized Officer

November 22, 2016
Date

MICHIGAN FINANCE AUTHORITY


Its Authorized Officer

November 22, 2016
Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

October 6, 2016

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

October 6, 2016

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

October 6, 2016

- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

- (A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:
- (1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.
 - (2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - (3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - (4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.
 - (5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- (B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of

October 6, 2016

the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the

October 6, 2016

Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted

October 6, 2016

government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

October 6, 2016

SAW Grant Program

Exhibit A

Grantee: Village of Spring Lake

Project Name: Wastewater and Stormwater Asset Management Plan

DEQ Approved Grant Amount: \$997,103 (Nine Hundred Ninety-seven Thousand One Hundred Three Dollars)

Time Period for Eligible Costs: Start Date January 2013

End Date November 2019

Description of Approved Project Scope:

Preparation of a wastewater and stormwater asset management plan.

DEQ Approved Project Costs	
1. Project Planning Costs	\$0
2. Design Engineering Costs	\$0
3. User Charge System Development Costs	\$0
4. Wastewater Asset Management Plan Costs	\$628,946
5. Stormwater Asset Management Plan Costs	\$478,946
6. Stormwater Management Plan Costs	\$0
7. Innovative Wastewater and Stormwater Technology Costs	\$0
8. Disadvantaged Community Construction Costs	\$0
9. Eligible Cost Subtotal	\$1,107,892
10. LESS Local Match <i>(if applicable)</i>	\$110,789
11. Requested SAW Grant Amount (Line 9 minus Line 10)	\$997,103



DRAFT MINUTES

Monday November 21, 2016
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

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

Absent: Doss

On a motion by **Nauta**, second from **Miller**, to excuse the absence of Council Member **Doss**.

Yes: 6 No: 0

4. Approval of the Agenda

Motion by **Nauta**, second from **Miller**, to approve the agenda with the addition to item #6. General Business - Recognition of Spring Lake Fire Department.

Yes: 6 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 58278 - 58400) in the amount of \$236,449.19.

B. Approved the minutes for the October 17, 2016 regular Council meeting.

C. Approved Resolution 2016 – 12, a Resolution of Support for Neighborhood Housing Services.

D. Approved a Memorandum of Understanding with the City of Grand Haven for housing services.

E. Approved budget amendments for FY 2016/2017.

F. Approved a contract with Spring Lake Township for Zoning Administration.

- G. Approved the Rotary Snow Jam event at Central Park on February 11, 2017.
- H. Approved the Relay for Life event at Mill Point Park on May 20, 2017.
- I. Approved the following Board & Committee Appointments:

Board/Committee	Name	Term
Historic Conservation Committee	Mark Miller	11/19
Historic Conservation Committee	Chip Bohnhoff	11/19
Parks & Recreation	Curt Brower	11/19
Parks & Recreation	Lee Schuitema	11/19
Parks & Recreation	Cal Braun	11/19
Planning Commission	Dave Kauchek	11/19
Zoning Board of Appeals	Bill Meyers	11/19
Zoning Board of Appeals (alternate)	Jim MacLachlan	11/19

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

Yes: 6 No: 0

6. General Business

A. **Recognition of Spring Lake Fire Department. – Fire Chief Brian Sipe**, presented Firefighter/EMT Scott Bennick, Lieutenant Thea Dornbush, Firefighter/Paramedic Scott Witte, Captain Steve Bruneau and Deputy Chief John Stalzer with Certificates of Recognition for saving the life of Darlene Barlass on the evening of August 16, 2016. **Chief Sipe** said that Mrs. Barlass’s family had tried unsuccessfully to dislodge a piece of steak that she was choking on and she was unresponsive when firefighters arrived at her home. Firefighters quickly began chest compressions, which was protocol, to try to dislodge the piece of meat and after a couple of minutes of compressions Mrs. Barlass actually took a breath, and at that point, they were able to remove the piece of meat and clear her airway. **Chief Sipe** said that right away Mrs. Barlass’s skin color started to return to normal and she was able to breath and talk and that all this was before the ambulance arrived. **Chief Sipe** said that in the fire service they have their fair share of heartache as they respond to the community so they wanted to celebrate the life of Mrs. Barlass. According to her ER Doctor, she probably only had a matter of minutes before the outcome could have been drastically different.

President MacLachlan, on behalf of Council and the Village, thanked the Spring Lake Firefighters for their extraordinary service to the community.

7. Department Reports

- A. Village Manager** – no additions from Manager **Burns**.
- B. Clerk/Treasurer/Finance Director**
- C. OCSO**
- D. Fire (none included)**
- E. 911**
- F. DPW**
- G. Building (none included)**
- H. Water (none included)**
- I. Sewer**
- J. Minutes from Various Board & Committees**
 - 1. Parks & Recreation**
 - 2. Planning Commission**

8. Old Business and Reports by the Village Council – There was no Old Business at this time.

9. New Business and Reports by Village Council – **President MacLachlan** asked for a nomination for President Pro Tem, due to the term ending for the current President Pro Tem Steve Nauta.

Motion by **TePastte**, second from **Miller**, to nominate Council Member Mark Powers as President Pro Tem.

Yes: 6 No: 0

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

11. Statement of Citizens

Wally Obits, 818 E River, voiced his concerns to Village Council regarding speeding vehicles on River Street and the safety of the neighborhood children.

Village President Elect, Joyce Hatton, 400 Lakeview Court, thanked the Village residents for voting for her.

12. Adjournment

Motion by **Van Strate**, second from **TePastte**, Village Council adjourned the meeting at 7:15 p.m.

Yes: 6 No: 0

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk