

Village of Spring Lake

Council Work Session

June 13, 2016

6:00 p.m.

0 N. Fruitport Road

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)

Spring Lake, MI 49456

www.springlakevillage.org

1	<p>6:00 p.m. – Tour of the new Public Safety Building (Brian Sipe)</p> <p>If you're interested in a tour of the new Public Safety Building, please meet on site at 6:00 p.m.</p>
2	<p>7:00 p.m. – South Street Light</p> <p>A letter was sent to all property owners on South Street, between Meridian and Prospect, regarding their desire (or lack thereof) to have a street light installed. To date, 12 responses have been received (7 for/5 against) although 2 came back in the same envelope unsigned. Staff allocated \$2,000 in the 2016/2017 budget for the light to be reinstalled. Council needs to decide how they would like to proceed.</p>
3	<p>7:03 p.m. – Audit Proposal</p> <p>Vredeveld Haefner has served as our auditing firm for the past 3 fiscal years. We are asking for a continuation on that contract (<i>attached</i>).</p>
4	<p>7:06 p.m. – Agreement with Ottawa County Regarding the DDA</p> <p>On March 22, 2016 the Ottawa County Board of Commissioners voted to opt-in to the DDA plan with the amended boundaries with several conditions (<i>Exhibit B in attachment</i>). Those conditions have been met and an agreement (<i>attached</i>) for Council consideration is included in this packet. Unfortunately, the agreement was not prepared in time for DDA consideration, although the concept was discussed. Village attorney Bob Sullivan has reviewed the proposed agreement, suggested some changes and is satisfied with the final product.</p>
5	<p>7:09 p.m. –Board & Committee Appointments</p> <p>There are currently vacancies on the followings Boards/Committees:</p>

	<ul style="list-style-type: none"> • Parks & Recreation (<i>see attached application</i>) • Friends of Barber School (<i>see attached resignation</i>) • Spring Lake District Library • Sewer Authority <p>Council also needs to appoint a representative to the Ambulance Oversight Board. The seat was formerly occupied by Mr. Bill Meyers.</p>
6	<p>7:12 p.m. – Village Manager Performance Appraisal</p> <p>A paper copy of the appraisal will be distributed at the work session. Please complete and return to Jim no later than June 30, 2016.</p>
7	<p>7:13 p.m. – SAW Grant Agreement</p> <p>Attached please find an agreement with FTC&H. FTCH prepared the initial grant application and anticipates award this fall (according to the DEQ schedule.) Village Attorney Bob Sullivan has received the agreement, made his recommended changes and FTCH has accommodated those requested changes.</p>
8	<p>7:15 p.m. – Christmas Decoration Contract</p> <p>The DDA has reviewed a proposed contract for Christmas decorations in the district, along M-104. The DDA Board recommends approval of the 3-year contract with Hometown Decoration.</p>
9	<p>7:20 p.m. – SLDL Appointment</p> <p>Discussion regarding the appointment of the next SLDL representative.</p>
10	<p>7:25 p.m. – Park Usage Requests</p> <ul style="list-style-type: none"> • Mill Point Park (ASWC – 07/19/16) • Central Park (Noah Project - 09/17/16)
11	<p>7:28 p.m. – Parking Report</p> <p>Sgt. Kik has prepared a report on the challenges associated with enforcement of the Village’s parking ordinance.</p>
12	<p>7:31 p.m. – Budget Amendments for FY 2015/2016 (Marv Hinga)</p>

	Marv has prepared the final budget amendments for this fiscal year.
13	<p>7:45 p.m. – 2016/2017 Budget (Marv Hinga)</p> <p>Marv will present the proposed 2016/2017 budget which incorporate the changes discussed at the last Council Work Session.</p>
14	<p>7:55 p.m. – Communications</p> <ul style="list-style-type: none"> • Burt Complaint • Coffee with a Cop • Harbor Transit Updates (Tom Manderscheid) • Invasive Species Removal • Kamps Trespass – 2nd Offense • Rain Garden Update • Thomas Complaint • Wheeler Complaint
15	<p>7:58 p.m. - Minutes</p> <p>Minutes of the May 16, 2016 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to June 10, 2016.</p>
	<p>7:59 p.m. – Budget Meeting</p> <p>Council will adjourn the Work Session and walk to Barber School to convene the regular Council Meeting, at which time they will hold a public hearing to adopt the 2016/2107 budget and handle regular Village business. There will be no meeting on 06/20/16.</p>



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

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

www.springlakevillage.org

May 19, 2016

Dear South Street property owner,

It was brought to the Village's attention that Consumers Energy removed a street light several months ago, causing South Street, between Meridian and Prospect, to be darker than preferred. While it is not in the Village's budget to replace the street light this fiscal year, Council is looking at the need to replace the light in next fiscal year's budget (which begins July 1st). Prior to approving the budget and the expenditure, Council has asked Village staff to solicit the neighbors for input regarding the light.

Please take a moment to complete the survey at the bottom and return in the self-addressed envelope. You can mail it back to us, drop it off at Village Hall or put it in our drop box. We would like to have these all returned no later than June 9th.

If you have any questions, please do not hesitate to contact me.

Fondly,

Christine Burns
Village Manager

Enclosure

YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: especially when winter days - early dark

NAME: Dennis Bronson ADDRESS: 312 South St. S.L.

OCCUPANT

LANDLORD





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Christine Burns
Village Manager

Enclosure

YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: It looks like we have to many streets lights on

Savidge School street to Jackson, fire short blocks. you could cut
out about 70 and still have plenty. with energy bulbs you can

NAME: Jack Farmer ADDRESS: 224 South St.

OCCUPANT same more. Lights are for Safety

LANDLORD

Thanks

YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: _____

NAME: Brian Faulkewski ADDRESS: 226 SOUTH ST

OCCUPANT

LANDLORD

YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: I think for safety reasons
that it should be replaced.

NAME: Luanne Nienhouse ADDRESS: 209 South

OCCUPANT

owner

LANDLORD



YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: THERE IS A LIGHT AT MERIDIAN & AT PROSPECT
- THAT IS ENOUGH - WE FEEL IT IS VERY PLEASANT
TO EXPERIENCE DARKNESS ON OUR STREET AT NIGHT.

NAME: CORY & PATRICIA STARK ADDRESS: 228 SOUTH ST.

OCCUPANT

LANDLORD



YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: Reasons for - Safety to students walking to school in the winter months
Safety to people returning to their cars after sporting events at the school.
Reasons against - Cost to taxpayers, bright light shining into house
holds by the light

NAME: Peck ADDRESS: 205 South St

OCCUPANT

LANDLORD



YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: We have a light
at corner of South & Union
which is adequate for us.

NAME: Gaut Geras ADDRESS: 313 South

OCCUPANT

LANDLORD



YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: _____



GERARD HARRING
326 SOUTH ST.
SPRING LAKE, MI 49456-2068

NAME: GERARD HARRING ADDRESS: _____

OCCUPANT

LANDLORD



YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: WHOEVER MADE THE DECISION @ CONSUMERS ENERGY TO RE-MOVE THE LIGHT IN THE FIRST PLACE SHOULD BE FINED FOR THE COST OF A NEW ONE!

NAME: WILLIAM C. CATE ADDRESS: 132 STARBUCK CIR - SALIDA, CO 81201
SPRING LAKE ADDRESS:
317 SOUTH ST.

OCCUPANT

LANDLORD



YES! I am interested in having a street light installed on South Street between Meridian and Prospect.

NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: _____

NAME: BRIAN MITCHELL ADDRESS: 316 MERIDIAN

OCCUPANT

LANDLORD





Village of Spring Lake

1007 1/2 Ave

Reedville

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

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NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: _____

NAME: _____ ADDRESS: _____

OCCUPANT

LANDLORD





Village of Spring Lake

400 2 / 2016

Receiver

102 W. SAVIDGE ST. * SPRING LAKE, MI 49456
PHONE 616-842-1393 * FAX 616-847-1393
May 19, 2016 www.springlakevillage.org

Dear South Street property owner,

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Christine Burns
Village Manager

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NO! I am not interested in having a street light installed on South Street between Meridian and Prospect.

Comments: _____

NAME: _____ ADDRESS: _____

OCCUPANT

LANDLORD



Vredeveld Haefner LLC

CPA's and Consultants

4001 Granada Ct.
Grand Rapids, MI 49534
FAX (616) 828-0307

Douglas J. Vredeveld, CPA

(616) 446-7474

Peter S. Haefner, CPA

(616) 460-9388

May 10, 2016

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

We appreciate working with you for the past several years and thank you for the opportunity to provide this proposal to continue our services.

We understand the scope of the work to be a financial audit of your financial statements and, when necessary, a single audit in accordance with OMB Circular A-133 in years where expenditures of federal financial assistance exceed \$750,000.

We propose the following fees for the Village of Spring Lake for the years ended June 30:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Audit of Financial Statements	\$10,750	\$10,750	\$11,100
Single audit procedures	3,200	3,200	3,300

Our estimated staffing mix is as follows:

Partner hours	40%
Associate hours	60%

Fees are based on standard hourly rates plus out-of-pocket costs (such as travel, report reproduction, postage etc.) and our estimate of the time required for completion of the audit. Our fees are based on the presumption that the accounting records are reasonably adjusted and auditable. Any additional services requested to assist the Village will be discussed in advance with appropriate personnel and once agreed to, will be billed at an hourly rate to be negotiated with you.

We are committed to **provide superior service and expertise to governmental entities by specializing in working with the governmental community.** We believe the first key component to providing superior service is our understanding of your operations. We have worked with many governmental entities and bring significant experience and expertise to you. A second component to service is that **the firm's partners will work directly with you throughout the year.** An important factor which differentiates our firm from others is that **we have a partner at your location throughout the audit.** This gives you the assurance that you will actually work directly with the individuals who have the experience and expertise.

Specializing in services to governmental and nonprofit entities

We look forward to continuing to serve as the as the independent Certified Public Accountants for the Village of Spring Lake. We would be happy to answer any questions on any aspect of our firm, our capabilities or the proposal. Feel free to call Doug or Peter with any questions you may have.

Thank you for considering Vredeveld Haefner LLC.

Sincerely,
Vredeveld Haefner LLC

A handwritten signature in black ink, appearing to read "D. J. Vredeveld", written in a cursive style.

Douglas J. Vredeveld, CPA, CGFM
Partner

**AGREEMENT BETWEEN OTTWA COUNTY
AND THE VILLAGE OF SPRING LAKE
REGARDING THE SPRING LAKE DOWNTOWN
DEVELOPMENT AUTHORITY'S TAX INCREMENT
FINANCING DISTRICT, AND ACKNOWLEDGEMENT**

This Agreement is made this ____ day of June, 2016, by and between the Village of Spring Lake, a Michigan village (“the Village of Spring Lake”), and the County of Ottawa, a Michigan municipal corporation (“Ottawa County”), with reference to the following facts and circumstances:

- A. The Village of Spring Lake is proposing to expand the boundaries of its Downtown Development Authority (DDA) and its TIF District as outlined in the Fifth Amendment to the Restated and Amended Village of Spring Lake Redevelopment Area (“the Plan”). A copy of the Plan is attached as Exhibit “A.”
- B. Ottawa County property tax revenues are subject to capture on properties located within the proposed expanded boundaries set forth in the Plan unless Ottawa County, acting pursuant to MCL 125.1653(3), exempts its property taxes from capture in the expanded DDA District by adopting a resolution to that effect within sixty (60) days of the February 15, 2016 public hearing on the Plan.
- C. On March 22, 2016, acting pursuant to MCL 125.1653(3), the Ottawa County Board of Commissioners adopted a Resolution concerning the Plan (“the Resolution”). A signed copy of the Resolution is attached as Exhibit “B.”
- D. The Resolution (Exhibit “B”) noted the following concerns of Ottawa County regarding the Plan (Exhibit “A”) and its affect upon Ottawa County:

- The parcels and boundaries being used to calculate tax capture from taxing jurisdiction under the Plan must be precisely determined and confirmed as being legally approved in accordance with State law.
- Initial projections submitted by the Village of Spring Lake show that tax capture from the Village of Spring Lake DDA District under the Plan will generate a minimum of \$5.7 million in revenue over 10 years while the total cost of proposed projects under the Plan is only \$2.5 million.
- Under the Plan, thirty (30) of the fifty-one (51) total parcels, or 58.82%, in the expanded Village of Spring Lake DDA District are residential.
- If Ottawa County does not opt-out of the expanded Village of Spring Lake DDA District, tax capture of Ottawa County property tax revenue could occur indefinitely into the future since there are no provisions for a taxing jurisdiction to opt-out once their taxes are being captured.

E. One of the requirements of the Resolution is that accurate parcel data and an accurate parcel map be created and agreed upon between Ottawa County and the Village of Spring Lake. The work on the parcel data and parcel map was completed and agreed upon on or about May 17, 2016. A copy of the agreed upon Parcel Data and Parcel Map (“the Parcel Data and Parcel Map”) are attached as Exhibit “C.”

NOW THEREFORE, on the terms set forth herein, and for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. General Agreement:

Subject to Paragraphs 3 and 4 of this Agreement, Ottawa County will allow its property taxes to be included for capture, pursuant to MCL 125.1653(3), in the expanded Village of Spring Lake DDA District as described in the Fifth Amendment to the Restated and Amended Village of Spring Lake Development Plan and Tax Increment Financing Plan for the Spring Lake Downtown Development Authority Development Area (Exhibit “A,” “the Plan”). The parties agree that the Parcel Data and Parcel Map (Exhibit “C”) represent accurate parcel data and an accurate parcel map of the properties included in the Fifth Amendment to the Restated and Amended Village of Spring Lake Redevelopment Plan and Tax Increment Financing Plan for the Spring Lake Downtown Development Authority Development Area (“the Plan”).

2. Limitation of Capture of Residential Taxes:

The Expanded Village of Spring Lake Downtown Development District will not capture Ottawa County property taxes from the thirty (30) residential parcels in the 2016 expanded district, and/or from any future splits from these parcels.

3. Agreement to Return Amount of Ottawa County Property Taxes in Excess of Appropriate Project Expenses:

For the life of the Expanded Village of Spring Lake Downtown Development District, the Village of Spring Lake will annually return to Ottawa County the amount of Ottawa County property taxes captured within the entire Village of Spring Lake Downtown Development District which exceed appropriate project expenses for that year of operation. Excess property tax revenue shall be determined and returned to

Ottawa County not later than March 1 of the year following each project year, beginning March 1, 2017.

4. Project Planning Meeting: At the end of the fiscal year of the Village of Spring Lake and before January 1 of the following year, the Village of Spring Lake shall provide Ottawa County with an annual written report of the activities and expenditures of the Village of Spring Lake Downtown Development Authority. Beginning with calendar year 2017, the authorized representatives of the Village of Spring Lake shall meet each year with the authorized representatives of Ottawa County to review the development plans of the Village of Spring Lake Downtown Development Authority, to determine those anticipated projects for that calendar year for which “appropriate project expenses” (as generally defined in paragraph 3) may be reimbursed from captured property tax revenue of the County of Ottawa. These meetings shall take place during the first quarter (January 1-April 1) of each calendar year. At that meeting, the parties will come to a general agreement upon which projects and which costs therefore may be paid for or reimbursed from the captured tax revenue of Ottawa County. At its exclusive option, Ottawa County may also agree that all or any portion of the captured tax revenue from Ottawa County that would otherwise be returned to Ottawa County under paragraph 3, may be “carried forward” by the Village of Spring Lake into the ensuing project year to pay for or to reimburse appropriate project expenses in that ensuing project year.
5. Appropriate Project Expenses: Under this Agreement “appropriate project expenses” shall include costs of planning, engineering, and construction of infrastructure improvements, structures and structural improvements, traffic and informational

signage, the construction and maintenance of parking areas, landscaping, the purchase of public or private property for the legitimate public uses of the Village of Spring Lake Downtown Development Authority, and other similar uses, projects, and expenses. Wages, salaries, business expenses, contractual expenses for personnel services, entertainment (whether public or private), advertising, and other similar uses, projects, and expenses are not included as “appropriate project expenses.”

6. Right of Inspection and Audit: Ottawa County, by its employees, agents, and assigns, upon request and during regular business hours, shall have the right to inspect and/or audit the business records, books of accounts, contracts, purchase orders, and other similar records of the Village of Spring Lake and/or the Village of Spring Lake Downtown Development Authority to assure compliance with this Agreement.

7. Ottawa County Property Taxes Subject to Agreement:

The Ottawa County property taxes that are included for capture include property taxes collected for General Operating millage, Parks millage, Dispatch Authority (E-911) millage, Community Mental Health millage, and Roads millage, and any future millage or renewal of existing millage for which the Ottawa County is the taxing jurisdiction levying taxes, unless the exclusion of such millages as special millages is authorized at any point in the future by the Michigan legislature, in which case, if authorized, the Ottawa County Board of Commissioners may determine, by resolution, whether or not to exempt from capture one or more of any special millages then existing.

8. Acknowledgement and Agreement of Village of Spring Lake:

The Village of Spring Lake herewith acknowledges that its Village Council, as governing body of the municipality, as defined in the Act, has certain oversight authority over the Village of Spring Lake Downtown Development Authority and the Plan. The Village of Spring Lake, by execution of this Agreement, covenants and agrees to be bound by the terms of this Agreement, and no modification or amendment of the Development or Tax Increment Financing Plan relating to the terms of this Agreement shall be adopted or implemented without the written consent of the Ottawa County Board of Commissioners.

9. Notices: Any written notices required or to be given under this Agreement

shall be given, by regular mail, postage prepaid thereon, or by hand delivery to:

A. For the County of Ottawa:

Ottawa County Administrator
12220 Fillmore St.
West Olive, MI 49460

B. For the Village of Spring Lake:

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

10. Duration of Agreement: This Agreement, except as may be modified by mutual written agreement of the parties, shall be co-terminous with, and continue in full force and effect for the life of the Village of Spring Lake Downtown Development Authority, or any lawful successor authority thereto.

11. Entire Agreement: This Agreement and the exhibits hereto constitute the entire

agreement of the parties. All prior or contemporaneous written or unwritten promises, assurances, understandings or agreements are merged herein. No alterations, amendments, changes, or additions to this Agreement will be binding upon the parties unless fully reduced to writing and signed by the authorized representatives of each party to this Agreement.

IN WITNESS WHEREOF, the County of Ottawa has caused this Agreement to be executed by its Chairperson and Clerk/Register of the Board of Commissioners, and the Village of Spring Lake has caused this Agreement to be executed by its Village President and Village Clerk.

COUNTY OF OTTAWA

By: _____
Joseph S. Baumann, Chairperson

By: _____
Justin F. Roebuck, Ottawa County Clerk/Register

VILLAGE OF SPRING LAKE

By: _____
President of the Village of Spring Lake

By: _____
Village Clerk of the Village of Spring Lake

ACKNOWLEDGEMENT AND AGREEMENT

The Spring Lake Village Downtown Development Authority acknowledges receipt of a copy of this Agreement, and agrees to be bound by its terms.

SPRING LAKE VILLAGE DDA

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____



Board and Commission Application



Name: George Barfield Telephone: 269 208 8955

Address: 606 Ellie Court Date: 3 June 2016

Email Address: gbarfield1020@gmail.com

Years as a Village Resident: 1/2 Occupation: Retired

Background/Interests: Masters Degree in Recreation from Indiana University. Elementary, Secondary, & Post-Secondary Educator. Interested in Outdoor Education & Family Rec.

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

- | | | |
|---|--|---|
| <input type="checkbox"/> Village Council | <input type="checkbox"/> Friends of Barber School | <input type="checkbox"/> Beautification Committee |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Historic Commission | <input checked="" type="checkbox"/> DDA |
| <input type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Development Area Citizens Council | <input type="checkbox"/> Library Liaison |
| <input checked="" type="checkbox"/> Parks & Recreation/Tree Board | <input type="checkbox"/> Spring Lake Lake Board | <input type="checkbox"/> 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)

Since moving here I have been very impressed and appreciative of the well planned, well maintained, and easy access to beautiful outdoor spaces. I would be happy to help maintain their growth & development.

Concerns for the Village; if any:

None

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. The Village of Spring Lake further assures every effort will be made to ensure nondiscrimination in all of its committees, programs and activities, regardless of the funding source.

¹ Please attach a resume.

Resume

George Barfield
606 Ellie Court
Spring Lake, MI 49456
269 208 8955
gbarfield1020@gmail.com

Objective:

Part-time Position that provides the opportunity to positively promote the growth and development of people.

Experience:

Father/Male Involvement Coordinator Tri-County Head Start present

Design and implement programs that increase the involvement of fathers in the lives of their children.

Marriage and Family Therapist present

individual, couples, and family counseling to increase emotional intimacy in relationships.

National Consultant and Trainer for Cultural Awareness 1991 to present

Provide workshops and training a on race and ethnicity and their impact on our day to day lives.

National Trainer and Consultant for Parenting Education 1991 to present

Provide two and three day training workshops for the development of nurturing parenting skills and the prevention of child abuse.

Adjunct Instructor, Lake Michigan College 2005 to present

Develop curriculum and deliver instruction in the Department of Sociology. Teaching the following classes: Introduction to Sociology, Marriages and Families, and Race and Ethnic Relations

Intervention Specialist, Benton Harbor Schools 1997 to 2005

Work with teachers, administrators, and parents to identify challenges to learning and develop interventions that improved the learning experience of students.

Provide workshops and training experiences that enhanced teacher and staff effectiveness when working with students.

*Staff Development/School Improvement Coordinator
Benton Harbor Schools*

1993 to 1997

Assured that the school district was in compliance with PA 25 of the State of Michigan and assist building administrators in the preparation of compliance documentation to the State.

Develop and deliver professional development opportunities for districtwide staff.

Men's Group Facilitator (Self Employed)

1993 - 1997

Developed and facilitated weekly Men's Groups to help men develop better communication skills and increase their emotional intimacy in relationships.

Education:

M.S. Therapeutic Recreation, Indiana University 1985

B.S. Health Education, Ball State University 1978

Special Recognition:

Featured in the 1992 simulcast documentary:
"Scared Silent- Exposing and Ending Child Abuse" hosted by Oprah Winfrey

Awarded a "Harlem Renaissance Fellowship" at Washington University for intensive study on the Harlem Renaissance.

Skills:

Creative Problem Solver

Effective Communicator

Strong Consensus Builder

Good Team Player

Christine Burns

From: Jerry Langlois <thervdj@yahoo.com>
Sent: Wednesday, May 18, 2016 1:40 PM
To: Christine Burns
Subject: Fw: Meeting Agenda

I understand that I should have sent this to you.

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Thursday, April 28, 2016, 7:03 AM, Jerry Langlois <thervdj@yahoo.com> wrote:

Although it was a delight to meet with you folks, I have reconsidered my position on this committee.
I did not see or hear of how I might be of any help to this cause. Therefore, please accept my resignation.
Thanks for the consideration.

Respectfully,

Jerry Langlois

From: Doug-traci Boon <dtboon91@yahoo.com>
To: Christine Burns <christine@springlakevillage.org>; Stacie L. Stevens-Venhuizen <stacielstevens67@gmail.com>; Jerry Langlois <thervdj@yahoo.com>; Schindy's Place <dianeross1967@gmail.com>
Sent: Wednesday, April 27, 2016 6:36 PM
Subject: Meeting Agenda



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME Asset Management Plan
 FTC&H CONTACT Jeffrey J. Brown, PE
 CLIENT Village of Spring Lake
 CLIENT CONTACT Ms. Chris Burns
 ADDRESS 102 West Savidge Street, Spring Lake, MI 49456-1696

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTC&H) to perform the following services:

SCOPE OF SERVICES:

In accordance with proposal dated October 17, 2013.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated October 17, 2013.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for above Scope of Services:

One Million Fifty Thousand Dollars (\$1,050,000).

ADDITIONAL PROVISIONS (IF ANY):

1. Strike the last sentence of the first paragraph of Paragraph 9 titled "Payment to FTC&H"
2. Delete Paragraph 16 titled "Legal Expenses" in its entirety.
3. In Paragraph 11 strike the "\$50,000" and replace with "\$500,000"
4. Delete Paragraph 12 titled "Delegated Design" in its entirety.
5. In Paragraph 14 titled "Indemnification" strike the second and third sentences beginning with "CLIENT agrees to...." and ending with ".... provided in the Agreement."

APPROVED FOR:

Village of Spring Lake

BY: _____

TITLE: _____

CONTRACT DATE: _____

ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.

BY: Jeffrey J. Brown

TITLE: Vice President

DATE: June 7, 2016

Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTC&H to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTC&H. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTC&H's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTC&H that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTC&H at hourly billing rates in effect when services are provided by FTC&H employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTC&H's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTC&H will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTC&H cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTC&H will be the care and skill ordinarily used by members of FTC&H's profession practicing under similar circumstances at the same time and in the same locality. FTC&H makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTC&H's services.
7. **TERMINATION.** Either CLIENT or FTC&H may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTC&H in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTC&H) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTC&H will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTC&H may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTC&H hereunder.
9. **PAYMENT TO FTC&H.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTC&H by any governmental entity.

If CLIENT directs FTC&H to invoice another, FTC&H will do so, but CLIENT agrees to be ultimately responsible for FTC&H's compensation until CLIENT provides FTC&H with that third party's written acceptance of all terms of this Agreement and until FTC&H agrees to the substitution.

In addition to any other remedies FTC&H may have, FTC&H shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** FTC&H has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTC&H shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTC&H.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTC&H's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$50,000 or the amount of the fee earned under this Agreement.

Terms and Conditions for Professional Services (continued)

To the fullest extent permitted by law, FTC&H's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTC&H is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTC&H by FTC&H's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTC&H's insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** CLIENT recognizes and holds FTC&H harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** CLIENT shall cause FTC&H and FTC&H's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide workers' compensation insurance for CLIENT's employees. CLIENT agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTC&H.

Upon request, CLIENT and FTC&H shall each deliver to the other certificates of insurance evidencing their coverages.

CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause FTC&H and FTC&H's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTC&H.

14. **INDEMNIFICATION.** FTC&H will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTC&H's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTC&H harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTC&H's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTC&H. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTC&H waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTC&H makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If FTC&H brings a lawsuit against CLIENT to collect invoiced fees and expenses, CLIENT agrees to pay FTC&H's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTC&H shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or electronic media form. CLIENT shall be authorized to use the copies provided by FTC&H only in connection with the Project. Any other use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to FTC&H. CLIENT shall defend, indemnify, and hold harmless FTC&H from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTC&H's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTC&H's computer network shall govern. FTC&H cannot guarantee the longevity of any material transmitted electronically nor can FTC&H guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTC&H each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTC&H are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTC&H shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTC&H will have any liability for nonperformance caused in whole or in part by causes beyond FTC&H's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of FTC&H.

This Agreement constitutes the entire agreement between CLIENT and FTC&H and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

AGREEMENT

This agreement made and entered into this 26th day of April 2016, by and between Hometown Decoration and Display, LLC, of Hudsonville, Michigan hereinafter for brevity sometimes called "lessor" and the Village of Spring Lake hereinafter for brevity sometimes called "lessee"

WITNESSETH:

Whereas, lessor has offered to provide and furnish Holiday Decorations, display equipment and material to lessee pursuant to the terms, conditions and provisions hereinafter set forth, and, whereas, lessee is desirous of accepting and does accept the offer of lessor to provide and furnish said Holiday Decorations, display equipment and materials in accordance with said terms, conditions and provisions.

Now therefore, the parties hereto in consideration of the promises, and the promises of each to the other mutually made and accepted, covenant and agree as follows:

1. Lessor agrees to furnish and provide Holiday Decorations, display equipment and materials of the type hereinafter specified to lessee during the Holiday seasons of 2016, 2017, and 2018, and to install the same in a workman like manner.
2. The decoration, display equipment and materials which shall be furnished by lessor for the use and benefit of lessee for the 2016 Holiday season shall consist of components as follows:

47 Decorations	@	\$65.00	each	=	\$3,055.00
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3. Lessor shall complete the work to be performed by it so that the decorations leased by it shall be ready for lighting in accordance with the following schedule:
 - (A) Decorations to be installed in designated areas ready for lighting on or before November 30th in each year during existence of the contract.
 - (B) Lessor shall remove decorations as soon as practicable after December 25, 2016 And December 25th of each subsequent year during the existence of the contract.
4. Lessor shall complete the plugging in of all decorations which require lighting and shall furnish connecting facilities required in order that said decorations may be plugged in for lighting.
5. Lessee agrees and undertakes to make all arrangements to procure and secure such authorization as might be required in from any governmental unit; agency of public authority to carry out its scheme for Holiday Decorations.
6. All damage to said decorations, equipment and materials or any part thereof, shall be the responsibility of the lessor provided, however, that the lessee shall use reasonable care to prevent such damage.
7. Special Provisions:
8. Lessor shall maintain such insurance as will protect lessee against any claims under workers' compensation act and from claims for damage and because of bodily injury, including death, in the amount of not less than \$500,000. for each person and \$500,000. for each accident and for claims or property damage in an amount not less than \$500,000. for any person and \$500,000. for each accident.
9. The lessee agrees to pay lessor for its services and the use of the materials designated at paragraph 2 hereof, the sum of **\$3,055.00 which shall be paid to lessor at 2645 24th Ave., Hudsonville, Michigan 49426 on or before the 10th day of December** of the year to which such payment is attributable. Said sum shall include the installation by lessor of such decoration, necessary service calls and removal of said decorations. If lessee is on a rotation basis, decorations for the Holiday seasons of the years 2017 and 2018 will be of different type of kind that those

leased to lessee for the Holiday season of the year 2016. But the decorations, materials and supplies furnished shall, with the exception of the wrapping of poles, be such as are within a retail cost of \$250.00 to \$500.00 per unit. If you are on a rotation schedule and/or you have a three year contract, the price for said decorations and services for the Holiday season 2017 and 2018, shall be the same as that for the year 2016, provided, however, that if an additional or more expensive type of decoration is required, said price shall be increased in an amount to be negotiated by the parties hereto. In the event that a use of sales tax should be imposed by the state of Michigan upon lessor by reason of its undertaking as set forth herein, the lessee to reimburse lessor in payments otherwise required by the terms hereof, within thirty (30) days after demand by lessor.

10. This agreement shall be executed in two (2) counterparts, each of which is deemed to be for all purposes an original copy hereof.
11. This agreement shall be binding upon and inure to the benefit of the successors, assigns and Legal representatives of the parties hereto.

In witness whereof, the parties hereto have caused the execution hereof by their duly authorized officers this 26th day of April 2016.

Lessor

Hometown Decoration and Display, LLC

By _____

Wendy Braun, President

Lessee

Village of Spring Lake

By _____

President/Mayor/Director

Attest:

Secretary/Clerk

**CENTRAL PARK
RESERVATION FORM**

808 CENTRAL AVENUE
SPRING LAKE, MI 49456



RESERVATION DATE: 9/17/16 RESERVATION TIME: All day to _____

NAME: Noah Project - Tammy Owen-Tobaisan

ADDRESS: 5205 Airline Rd.

CITY/STATE/ZIP: Muskegon, MI 49442

Home number: () _____ Work number: (231) 865-1264

Cell number: (231) 206-8011 Email address: ttobaisan@gmail.com

_____ CENTRAL PARK BALL FIELD ~ East field

X _____ LANGELAND BALL FIELD ~ West field

_____ SHELTER #1 ~ East Shelter (approximately 120 people) Electrical, water and large grill available.

X _____ SHELTER #2 ~ West Shelter (approximately 65 people) Electrical, water and grill available.
(use entrance by Ace Hardware)

Cancellations: Please give 24 hours advance notice of cancellation. If you have a weekend reservation, call by Friday at noon.

Late Arrival: Reservations will be held up to 1 hour after requested time at which time the shelter will be opened to the public.

*****NO ALCOHOLIC BEVERAGES ALLOWED IN PARK*****

Please contact Mary Paparella at 616-842-1393 or by email at mary@springlakevillage.org for more information or to make a reservation.

Fee (616) 842-1393



VILLAGE OF SPRING LAKE
 102 W. Savidge Street, Spring Lake, MI 49456
 (616) 842-1393 – Fax (616) 847-1393

Spring Lake Mill Point Park Band Shell Agreement

Date of Function: July 19, 2016 Time of Function: 4:30-8:30
~~5:30-7:30~~

Type of Activity: Family Night for All Shores Wesleyan Church # Expected 2.00

Date of This Request: June 6, 2016 Telephone # (616) 842-9022 Cell # _____

Individual, entity or organization sponsoring or conducting the event: _____

All Shores Wesleyan Church

Address: 15550 Cleveland St, Spring Lake, MI 49456

1. Prospective users may make a request to the Village Council to reserve the Mill Point Park Band Shell for civic, charitable, other non-profit events for no charge or pre-approved commercial events who pay the requisite fee determined from time to time by the Village Council in the Annual Fee List (\$25 Village resident and \$50 non-resident). Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed only upon approval by the Village Council and completion of this agreement. The Mill Point Park Band Shell may be reserved any day or evening that other activities are not scheduled.
2. The time limit for use is two hours except for those who request the Village Council for up to four hours & for Village sponsored events (Heritage Festival, Thursdays at the Point, etc.).
3. A refundable security deposit of \$100 is required for all events. Provide a check to the Village of Spring Lake when this agreement is returned. It will be returned after the event if no damage occurs.
4. Please answer the following:
 - A. Is your planned event a fully non-profit event? Yes X No _____
 - B. Will anything be sold by anyone at this event? NO
 If yes, what is being sold and by whom (name of entity/organization/individual)

 - C. Is there any type of fee charged to anyone to be present at or to participate in this event?
 Yes _____ No X
 If yes, who is receiving the fee? _____
 - D. Is any entity or organization named in B and C above a legally established non-profit organization as defined under the Internal Revenue Code? Yes _____ No X

Issuance of a permit to use the Mill Point Band Shell is in part in reliance upon the truth and accuracy of this application/agreement. Any violations of this agreement or any misrepresentations may result in the revocation of the permit and a police order for immediate removal of all persons associated with your event from the Mill Point Band Shell.

5. Decorations must not be taped, nailed, stapled, or glued to the pillars or structure. Because there is an underground sprinkling system, **DO NOT PUT STAKES INTO THE GROUND**. Any decorations used must be removed.
6. The selling, distribution, or consumption of alcoholic beverages at the Mill Point Band Shell is prohibited, unless approved separately by the Village Council.
7. The behavior of all persons attending any event is the responsibility of the person and/or the sponsoring organization or entity, (hereinafter "responsible parties") making the reservation. The responsible parties agree to ensure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the responsible person and sponsoring organization/entity reserving the park, assume the responsibility for any damage caused by your acts, the acts of any of your guests or any other third party present at the Mill Point Band Shell during the period of reservation.
8. To the fullest extent permitted by law ~~Spring Lake~~ All Shores Wesleyan Church (responsible party) shall defend, protect, hold harmless, and indemnify the Village of Spring Lake, its officers, directors, council members, managers, members, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Village of Spring Lake or its related parties allegedly of actually arising out of or resulting from any and all used or occupancy of the Village of Spring Lake as described in the User Agreement, including without limitation any breach of contract or negligent act or omission of ~~Spring Lake~~ All Shores Wesleyan Church (responsible party) or of All Shores Wesleyan Church (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of All Shores Wesleyan Church (responsible party). This indemnity provision shall include claims alleging or involving joint or comparative negligence.
9. The undersigned hereby acknowledge and agree that they have read this agreement and will fully comply with the terms hereof. Failure to restore the premises to its prior condition shall result in the liability for any damages or loss.

I have read this agreement and agree to comply with the terms thereof,

Signature(s) of, and on behalf of, responsible parties: Rebecca Coffin

Print Name: Rebecca Coffin

Agreement Approved and Updated:

Village of Spring Lake
June 2016 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
101-101.000-711.000	General Fund	Village Council	Workers Comp Insurance	50	14	(36)
101-172.000-940.000	General Fund	Village Manager	Equipment Usage	4,800	4,500	(300)
101-210.000-804.000	General Fund	Legal Services	Legal Fees	10,000	15,000	5,000
101-215.000-956.200	General Fund	Clerk/Treasurer	Bank Fees	800	375	(425)
101-226.000-775.000	General Fund	Storm Water System	Repairs & Maintenance Supplies	3,000	0	(3,000)
101-265.000-920.000	General Fund	Village Hall & Grounds	Township Hall Utilities	30,000	12,000	(18,000)
101-270.000-703.000	General Fund	Barber School	Part Time Wages	650	1,200	550
101-270.000-704.000	General Fund	Barber School	Social Security	-	550	550
101-270.000-775.000	General Fund	Barber School	Repairs & Maintenance Supplies	1,000	1,500	500
101-270.000-931.000	General Fund	Barber School	Building Repairs & Maintenance	3,000	3,500	500
101-282.000-974.200	General Fund	Forestry	Tree Planting	2,000	15,000	13,000
101-381.000-705.000	General Fund	Zoning/Planning	Retirement Fund Contribution	3,265	4,000	735
101-381.000-801.000	General Fund	Zoning/Planning	Professional Services	3,500	10,000	6,500
101-381.000-804.000	General Fund	Zoning/Planning	Legal Fees	3,800	15,000	11,200
101-441.000-702.003	General Fund	Dept. of Public Works	Workers Comp Insurance	1,500	325	(1,175)
101-441.000-940.000	General Fund	Dept. of Public Works	Equipment Usage	2,000	16,000	14,000
101-441.100-740.219	General Fund	Corridor Maintenance	Beautification	1,800	0	(1,800)
101-441.100-933.100	General Fund	Corridor Maintenance	Sprinkler Maintenance	1,200	20	(1,180)
101-441.100-933.300	General Fund	Corridor Maintenance	Corridor Maintenance	1,000	0	(1,000)
101-441.100-940.000	General Fund	Corridor Maintenance	Equipment Usage	1,000	100	(900)
101-441.100-933.400	General Fund	Corridor Maintenance	Light Pole Fixtures	2,000	0	(2,000)
101-555.000-801.902	General Fund	Mill Point Park	Contract Workers	3,000	1,200	(1,800)
101-555.000-931.000	General Fund	Mill Point Park	Building Repairs & Maintenance	3,000	1,000	(2,000)
101-555.000-976.172	General Fund	Mill Point Park	Dock Storage	3,500	2,500	(1,000)
101-692.000-702.000	General Fund	Parks Maintenance	Full Time Wages	4,665	7,300	2,635
101-692.000-702.001	General Fund	Parks Maintenance	Overtime Wages	1,576	400	(1,176)
101-692.000-940.000	General Fund	Parks Maintenance	Equipment Usage	1,000	3,000	2,000
101-857.000-889.200	General Fund	Community Promotion	Web Site	5,000	2,000	(3,000)
Adjust current year budget for the General Fund.				Net Change		0
236-000.000-676.296	DDA Fund	Revenue	Transfer from TIFA Fund	469,434	462,234	(7,200)
236-000.000-978.000	DDA Fund	General Services	Paving	54,000	46,800	(7,200)
296-000.000-804.000	TIFA Fund	General Services	Legal Fees	1,000	5,000	4,000
296-000.000-818.101	TIFA Fund	General Services	Transfer to General Fund	12,509	12,595	86
296-000.000-995.500	TIFA Fund	General Services	Mill Point Brownfield Loan	86	0	(86)
296-000.000-900.000	TIFA Fund	General Services	Printing & Publishing	-	4,000	4,000
296-000.000-956.200	TIFA Fund	General Services	Bank Fees	1,000	200	(800)
296-000.000-818.236	TIFA Fund	General Services	Transfer to DDA Fund	469,434	462,234	(7,200)
Adjust current year budgets for the DDA and TIFA funds for costs related to renewal/expansion of the DDA District.				Net Change		0
202-000.000-677.101	Major Streets	Revenue	Trunkline Reimbursement	21,000	27,150	6,150
202-463.000-818.203	Major Streets	Routine Maintenance	Transfer to Local Streets	21,000	43,400	22,400
202-478.000-702.000	Major Streets	Winter Maintenance	Full Time Wages	8,235	5,000	-3,235
202-478.000-702.001	Major Streets	Winter Maintenance	Overtime wages	2,656	850	-1,806
202-478.000-709.000	Major Streets	Winter Maintenance	Medical Insurance	2,958	2,349	-609
202-478.000-801.000	Major Streets	Winter Maintenance	Professional Services	2,000	800	-1,200
202-480.000-709.000	Major Streets	Trunkline Maintenance	Medical Insurance	1,960	1,560	-400
202-480.000-940.000	Major Streets	Trunkline Maintenance	Equipment Usage	11,000	4,500	-6,500
202-478.000-940.000	Major Streets	Winter Maintenance	Equipment Usage	9,500	7,000	-2,500
203-000.000-676.204	Local Streets	Revenue	Transfer from Major Streets	21,000	43,400	22,400
203-451.000-978.000	Local Streets	Construction	Paving	63,000	85,400	22,400
Adjust current year budget for Central Avenue paving contract awarded at the January 2016 Council meeting.				Net Change		0

Village of Spring Lake
June 2016 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
101-551.000-801.000	General Fund	Tanglefoot	Professional Services	-	4,000	4,000
101-000.000-695.000	General Fund	General Services	Appropriation from Fund Balance	29,750	33,750	4,000
Adjust current year budget for Dock Construction contract at Tanglefoot Park.				Net Change		-
202-000.000-575.250	Major Street Fund	Revenue	State Revenue - Snow Removal	-	10,125	10,125
202-451.000-820.000	Major Street Fund	Construction	Engineering	500	7,500	7,000
202-463.000-775.000	Major Street Fund	Routine Maintenance	Maintenance Supplies	3,000	6,000	3,000
Adjust current year budget for the Major Street Fund.				Net Change		(125)
208-000.000-677.210	Public Improvement	Revenue	Central Park Donations	300000	350,000	50,000
208-000.000-695.000	Public Improvement	Revenue	Appropriation from Fund Balance	48292	53,722	5,430
208-000.000-974.230	Public Improvement	General Services	Alley Reconstruction	0	5,430	5,430
208-000.000-978.692	Public Improvement	General Services	Central Park Improvements	300000	350,000	50,000
Adjust current year budget for Public Improvement Fund.				Net Change		-
236-000.000-503.236	DDA Fund	Revenue	CDBG Façade Grant	105,000	121,918	16,918
236-000.000-960.236	DDA Fund	General Services	Façade Grant Payments	120,000	136,918	16,918
236-000.000-956.000	DDA Fund	General Services	Miscellaneous Expense	-	1,000	1,000
236-000.000-940.000	DDA Fund	General Services	Equipment Usage	5,000	24,000	19,000
236-000.000-978.000	DDA Fund	General Services	Paving	75,000	54,000	(21,000)
236-000.000-940.000	DDA Fund	General Services	Operating Supplies	1,000	2,000	1,000
Adjust current year budget for DDA Fund.				Net Change		-



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

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

www.springlakevillage.org

May 27, 2016

Ms. Tamara Burt
217 Barber Street
Spring Lake, MI 49456

Dear Ms. Burt,

Based on your phone call of May 26, 2016, I have investigated the following complaints:

- **Sidewalk Trip Hazards on Barber Street** – In 2015, the Village entered into a 3-year contract with Precision Concrete Inc. to perform a sidewalk inventory of trip hazards throughout the Village. Those hazards have been noted and are being systematically removed (based on a priority system) with a grinding solution. If sidewalk trip hazards have not yet been removed along Barber Street, they should be completed this year or next year. However, it appears that the sidewalk on Barber Street runs from Division to Jackson (only on the north side of the street) and the sidewalk is relatively new and in good shape (see attached photo). I cannot speak to your claim that previous Council Members forced you to replace sidewalk in front of your home. It has not been *this* Council's position to force property owners to replace sidewalk with their own money. At this time I do not foresee forcing residents to replace sidewalk in Village ROW.
- **Landscaping at 201 Barber** – I have discussed this issue with you on more than one occasion. The landscaping in that location has been in place for many years and the property owner did remove landscaping that was problematic. It does not prove to be an issue for our snow removal equipment and the sidewalk is not impassible as you indicated (see attached photo). If you feel the corner of Jackson and Barber is an inherent danger, perhaps you could cross Barber in front of your home and use the sidewalk on the east side of N. Division?
- **RV's parked illegally** – I could not locate any RV's in the neighborhood that were in violation of any Village ordinance. If you could provide a specific address or a photo, that would be helpful.
- **Fence violation** – I did not observe any fences in your neighborhood that were in violation of a Village ordinance. If you could provide an address or a photo, that would be helpful.
- **"No Trespassing" signs** – The signs that you find "offensive" (see attached photo) are located on the Hoover's private property. Based on their proximity to the N. Division Street end, it's safe to assume that the property owners do not want fishermen and beach

goers on their property. The Village cannot force the Hoovers to remove the “No Trespassing” signs from their property.

- **Parking in the ROW on Barber Street** – I have met with staff regarding enforcement of the parking ordinance. The Ottawa County Sheriff’s Office will step up enforcement of this ordinance immediately. Please keep in mind, enforcement *does* impact property that you own at 203 Barber. The ordinance allows for one ROW parking space at each property and it looks as though there are two parking spaces that have been improved in the ROW in front of 203 Barber. Your tenant(s) are parking perpendicular to Barber Street, which is a violation of the ordinance (attached). Also, our records indicate that no permit has been applied for or issued for 203 Barber. I have enclosed a copy of the permit so that you may get that into us ASAP (and prior to citations being issued).

If you have any further questions, please contact me via email or phone at 616-842-1393.

Sincerely,



Christine Burns
Village Manager

Enclosures

cc: Village Council







188.1 0 94.04 188.1 Feet

1:1,128

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Intl
© Latitude Geographics Group Ltd.



Legend
Parcels

Notes



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

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

www.springlakevillage.org

ANNUAL PUBLIC RIGHT OF WAY PARKING LICENSE APPLICATION

The Annual Public Right of Way Parking License is valid for the calendar year in which it is issued, regardless of when the application is submitted and approved. It is the property owner's responsibility to renew the license each calendar year.

Applicant Information

Property Owner Name: _____

Property Address: _____

Owner Address (if different than above): _____

Phone: (____) _____ - _____ Email: _____@_____

Single-Family Owner-Occupied

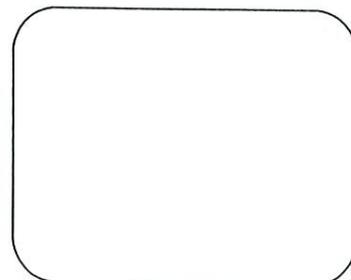
Rental - Number of Units _____

I hereby acknowledge that I have read and agree to comply with all ordinance regulations for the Annual Public Right of Way Parking License listed below. I also understand that failure to obtain an annual Public Right of Way Parking License according to the ordinance regulations is a Municipal Civil Infraction subject to fines and other penalties. This License does not waive seasonal parking restrictions (Sec. 74.82) that are in effect from December 1 thru April 1 each year.

Property Owner Signature: _____ Date: ____/____/____

Village Official Signature: _____ Date: ____/____/____

FEE: \$5.00 PER CALENDAR YEAR



Sec. 74-89. Parking in Public Places.

(a) It shall be unlawful for any person who owns, leases or operates a motor vehicle, mobile home, motor home, recreational vehicle, boat, boat trailer or bus, whether licensed or not, to park or stand such motor vehicle in the parkway area between a sidewalk and the curb of a street or within the boulevard area of such street, but within the public right of way area of such street, except under the following circumstances:

- (i) The owner of a single family dwelling which is not situated on a street that has curb and gutter may apply to the Village for a license to park one vehicle within the public right of way;
- (ii) The space on which the motor vehicle may be parked must be hard surface which is defined as concrete, asphalt, brick pavers, a compacted aggregate such as RAP (which must include a border);
- (iii) The parking area within the public right of way must be contiguous with the street;
- (iv) The motor vehicle utilizing the approved space must park parallel with the roadway (and not perpendicular);
- (v) The individual who obtains the license from the Village must maintain the licensed area in conformance with the Ordinances of the Village of Spring Lake;
- (vi) The area must be weed free;
- (vii) The license is for the term of one year and must be renewed annually;
- (viii) The license fee which will be imposed shall be established yearly in conjunction with the annual budget;
- (ix) The winter parking restrictions set forth in Section 74-82 shall apply to all licenses obtained under this section.

(b) It shall be unlawful for any person who owns, leases or operates a motor vehicle, except as a passenger-type vehicle, or light truck under ten-ton rated, to park or stand such motor vehicle on any public street, alley or public parking area overnight.

(c) It shall be unlawful for any person who owns or leases a boat, boat trailer or any other trailer, including a semitrailer, whether attached to a motor vehicle or not, to park or stand such boat or trailer in any public street, alley, or public parking area overnight.

(d) It shall be unlawful for any person who owns, operates or leases a mobile home, bus, motor home, or recreational vehicle to park or stand such mobile home, bus, motor home or recreational vehicle in any public street, alley or public parking area overnight.

(e) It shall be unlawful for any person who owns, operates or leases a commercial or industrial motor vehicle in excess of three-fourths ton to be parked or stored on any public street, alley or public parking area within any residential zoning district; however, this subsection shall not prevent temporary parking of not to exceed eight hours' duration while engaged in a delivery, pickup or service call to the property where located.

(f) It shall be unlawful for any person who owns, operates or leases a motor vehicle or trailer to park, stand or store such motor vehicle or trailer while in a public park on a grassy or lawn area or in an area not marked or designated for vehicle parking or trailers.

(g) Any person who is the registered owner of a motor vehicle, boat, or trailer as disclosed by the registration records of the state, province, or country where it is licensed is deemed to be responsible for the locating of such motor vehicle, boat or trailer in violation of this section; and whether such owner has knowledge of the unlawful locating of such motor vehicle, boat or trailer is irrelevant, the violation of any such subsection being a civil infraction by the owner; provided, the lessee of a leased vehicle having a lease term in excess of one month shall in all cases be deemed the owner of such motor vehicle for purposes of this section. The lessor of a leased vehicle having a lease term of one month or less, or if a daily or weekend rental vehicle, shall in such cases be deemed the owner of such motor vehicle for purposes of this section.

(h) A separate offense shall be deemed committed upon each day during or when a violation of this section occurs or continues.

Coffee with a Cop



**No Agenda –
just informal conversations about what matters to
community residents.**

Thursday, June 30th, 2016

10 am – Noon

Barber School

102 W. Exchange Street, Spring Lake



Making a difference in the communities we serve.

Tom Manderscheid, Transportation Director

Date of Hire: February 10, 2008

Date of Last Evaluation: May 27, 2015

Accomplishments

Harbor Transit

Financials/Grants

1. We have been successful in receiving CMAQ funding from the MPO for the following:
 - FY2016: Addition of four new buses due to the SL Township expansion valued at \$544,000; and Outreach and Marketing funding at \$33,063.
 - FY2017: Outreach and Marketing funding at \$40,000.
 - FY2018: (2) Bus replacements values at \$310,000; and Outreach and Marketing valued at \$37,500.
 - FY2019: (2) Bus replacements valued at \$320,000; and Outreach and Marketing valued at \$27,500.
 - FY2020: (2) Bus replacements valued at \$316,800; and Outreach and Marketing valued at \$30,124.
2. The sealed bids to purchase approximately 27,400 gal. of propane was awarded to WESCO Energy Services for \$1.049 per gallon vs retail gasoline prices of \$2.25per gl. We are presently filling our six alternative fuel buses and our two trolleys. The pricing is in effect from December 1, 2015- November 30, 2016.
3. Met with an IRS Excise Tax Auditor today and should be successful in receiving our certificate to file for a federal tax credit of .50 cent a gallon of all L.P. gas used in 2015 and 2016. We used 24,438 gallons in 2015 and January-March 2016 used 7,031 gallons. Total recovery from January 2015-March 2016 should be \$15,734.50. We will be filing as soon as we get the official notification that Harbor Transit is a certified agency.
4. FY2017 MDOT Operating Assistance Grant Application has been submitted to MDOT for funding. We will receive \$1,053,322 in State assistance providing we expend our entire eligible expense budget.
5. The in-service date of first (4) alternative fuel L.P. powered buses occurred on January 23, 2014 and we have an accumulative of 283,769 miles driven. The buses have operated well with the only issue of replacing three fuel pump covered under warranty. The issue has been addressed by Clean Fuels and the program has been resolved. All buses have a new designed fuel pump installed.

6. On August 25, 2015 a new agreement was signed between the Muskegon County Commissioners (MATS) and Harbor Transit regarding the sub-area apportionment of FTA Formula Funds. Harbor Transit's portion of the federal funds went from 17.3915% to 24.8049%. The increase in funding was \$167,187 from FY2015, \$358,881 to FY2016 \$526,068. The grant application will be submitted to the FTA before June 12, 2016.
7. We also received an increase amount of capital due to the agreement with Muskegon. Normally we would receive approximately \$42,370 received in FY2015 to \$57,868 in FY2016. We are in the process of identifying projects such as additional Route Match software and licenses in be used in our mobile tablets, upgrade a portion of our 2 way radios and additional security cameras in three busses.
8. We have purchased (2) new ARBOC 26' buses, L.P. powered buses to replace (2) 2006 Goshen 26' Diesel powered buses. Both were purchased on FTA Grant MI-95-X099-01 and MI-95-X0115-00 which were CMAQ (Congestion Mitigation and Air Quality Improvement Program) grants. The buses were purchased using 80% federal and 20% State funds.
9. We made a couple of upgrades in the Dispatch Center with placing a tint on the exterior windows to assist in reducing the glare and providing the dispatchers with new task chairs. The five new chairs were covered with a 5339 grant dollars 80%/20%.
10. The FY2016 July 2015-June 2016 budget of \$2,609,074 is scheduled to come in at budget and as of May 17, 2016 we are \$153,636.00 under budget. Our budgeted operating revenues of \$2,762,606 is expected to be approximately \$2,809,076.00.
11. Presently, our cash reserve has \$1,220,585 as of May 16, 2016. Much different financial picture of being \$311,145 in debt on January 2012.

Administration

1. Workers Comp Claims
 - a. HT had one lost time injury in FY2016.
2. Chargeable Accidents
 - a. We have had seven chargeable accidents and 623,199 miles driven in 2015-2016. We continue to have three backing accidents, two that hit a canopy which was too low, and two incidents when a bus turned the corner too sharply and hit a post. We did a root cause analysis on each accident and implemented a reduced back-up policy that to avoid backing of buses. We have back-up cameras installed on most buses and back-up alarms are on all buses to assist drivers in backing a bus. Progressive disciplined was applied in all incidents.
3. We were successful in passing a transportation millage in Grand Haven Charter Township in March. Voters approved the .95 mills by 72.1% margin in comparison to 2011 at 58%. Much work went into educating the public on what the money was to be used for Township road repair and public transportation.
4. The US Congress has passed a bill and mandated that any transit agency that accepts federal money is that the FTA is to provide oversight into the agency's overall operations every three

years. The Triennial Review reviews our records into seventeen different areas of compliance that HT staff is expected to perform in accordance to FTA policies and guidelines. The FTA Office of Program Oversight proved some stats of over 300 grantees reviews. The average number of findings is 7.89; 8% of the reviews had zero finding (that would be 24/300 agencies) 5% of reviews had 20 or more findings of deficiency and 2 of 3 reviews had a procurement related finding. When our review was concluded our agency had one finding of deficiency and it was that our procurement manual was dated and need updating. This task was completed and approved by the Board in January 2016 and sent to them by the January 31, 2016 deadline. The Triennial review was closed out by the FTA.

5. In late 2015 we installed new parts inventory and vehicle repairs software to assist in evaluating our vehicles and repairs. This will assist us in our Asset Management system. We have used the system to identify repair parts that are obsolete or not needed and have received a credit from the vendor.
6. In June 2015 we installed a new computer aided dispatch system (Route Match). We continue to tweak the software to assist us in keeping track of all the riders' appointments on a daily basis. We are examining the reporting features the system will track to measure our performance.
7. In 2015 we lost one client, Kandu Industries and established another with the Little Red House in Spring Lake.
8. We have drawn down funding and closed out all but one Federal grant and two MDOT 5339 grants for the year.
9. Two newsletters, the Winter 2015 and Winter 2016 editions were created and sent out to our citizens this past year. The last edition to our 6000 households.
10. The FY2015 Annual report was distributed to the public and governmental units.
11. We are in the process of rolling out Harbor Trolley LLC. The trolleys are having the brakes and exhaust system repaired. We have booked 20 events from June to September.
12. Ridership hits an all-time high in calendar year 2015 at 243,613 or 10.4%. Ridership for Jan-Apr 2016 has increased 4,959 for a 6.9% increase during the same time period as last year.
13. I was re-elected to the Michigan Public Transit Association Board of Directors in August 2015. I chair the Administrative Committee also serve on the Legislative Committee reviewing legislative bills that may have an impact on public transportation. Serving provides me with more and in-depth information than I would get not serving especially in securing new operating funds.

Tom Manderscheid, Transportation Director
Harbor Transit Multi-Modal Transportation System
May 2015-April 2016
Goals and Objectives

- A. Purchase, install and operate an automated dispatching system to assist the agency in being more efficient and provide better customer service.
 - All installation processes took place and the CAD system became operational on June 8, 2015. We continue to make subtle changes to the system.
- B. Continue to improve employee development and customer service by measuring customer satisfaction through a survey and provide customer service training to all employees.
 - We decided to not conduct another customer service survey until after implementation of Spring Lake Township. The State of Michigan has scheduled a survey for HT in 2018. The one and only customer satisfaction survey that was completed showed a 90.7% approval rating of excellent to good on overall level of service.
- C. Continue to create a transparency of Harbor Transit to our five partners, the general public and our taxpayers.
 - The 2015 Annual report was created and distributed. We are currently working on the 2016 version.
 - Two quarterly newsletters have been distributed to a majority of households in the service territory.
 - We have had numerous Grand Haven Tribune newspaper articles published informing the public of our progress. We like to be in the newspaper at least once or twice a month.
 - All funding applications and procurements is published in the GH Tribune and on our website.
- D. Develop an Asset Management System, especially in the vehicle fleet and maintenance.
 - Presently, a new software system has been installed to merge our vehicle information into new vehicle maintenance software system.
- E. Increase ridership by 5-7% annually.
 - From May 2015 –April 2016 we transported 248,572 riders compare to May 2014-April 2015 of 226,688, a 9.6% increase in ridership.

AGREEMENT CONCERNING TREATMENT OF INVASIVE PLANTS

This Agreement is made this 31st day of May, 2016, by and between the Ottawa Conservation District, ("OCD"), whose address is 16731 Ferris St, Grand Haven MI 49417

and Village of Spring Lake, ("Customer"), whose address is:

102 W Savidge Street, Spring Lake MI 49456

and is as follows:

1. Engagement.

Customer hires OCD, and OCD agrees to provide services, to remove certain invasive plants from Customer's property, as set forth in Paragraph 2 below.

2. Services.

OCD shall provide the services set forth below:

- a. OCD will treat these invasive plant(s): Japanese knotweed identified on a site visit performed on various dates by OCD staff on Customer's property.
- b. OCD will treat the invasive plants using Aminopyralid, Triclopyr, Imazapyr, and Glyphosate herbicide. Herbicides will be applied according to manufacturer's directions for use or application.
- c. OCD will document the amount of herbicide used on the property.
- d. OCD will provide all equipment and herbicides necessary to complete the work.

3. Term.

OCD will begin work as needed in 2016 and will complete work by December 31, 2016 unless extended by the parties due to weather or other circumstances. Either party may terminate this Agreement by giving five days written notice to the other party. In such event, Customer shall pay OCD for all work previously authorized and performed prior to the termination date.

4. Payment.

Customer shall pay OCD \$0.00 for its services. The expense for the treatment of the species listed above 2016 is covered by funding from the Department of Natural Resources and the United States Forest Service.

5. Knowledge of OCD and Obligations of OCD

OCD represents that it has the requisite training, skill and experience necessary to provide the services herein. OCD shall take precautions for the safety of its employees and agents on the work site.

6. Authority of Customer and Obligations of Customer.

Customer is the owner of the property and/or has all the requisite authority to permit OCD to perform the services hereunder and to enter into this Agreement. Customer will identify areas for treatment of invasive plants. Customer shall identify any areas that may be hazardous or dangerous for OCD's employees or agents.

7. Insurance.

- a. OCD agrees to maintain commercial general liability insurance, worker's compensation insurance on its employees and automobile liability insurance covering its vehicles. If requested, a copy of OCD's commercial general liability insurance certificate will be provided.
- b. Customer shall maintain property insurance.

8. Limitation of Warranties and Limitation of Liability.

OCD makes no warranties, express or implied in connection with its services rendered hereunder. OCD's liability for any damages arising hereunder shall be limited to the extent of coverage or its fee earned hereunder. OCD shall not be liable for incidental or consequential damages resulting from the services provided hereunder.

9. Indemnification.

a. OCD shall indemnify and save harmless the Customer from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of OCD, its employees or agents in performing this Agreement.

b. Customer shall defend and indemnify and save harmless OCD, its officers, employees and agents from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of Customer, its employees or agents in performing this Agreement. This provision shall survive the termination of this Agreement.

10. General Provisions.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior agreements or negotiations between the parties. This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement or the agreement delivered pursuant to it and that is signed by the party against whom enforcement of any such amendment, supplement, or modification is sought. This Agreement shall inure to the benefit of, and be binding on, the named parties and their respective heirs, successors and assigns, but not any other person. Any provision of this Agreement which has been declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the parties defaults on the performance of any of the terms of this Agreement or either party places enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all of its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be in Ottawa County, Michigan.

In witness whereof, the parties have executed this Agreement on the date set forth above.

OCD
OTTAWA CONSERVATION DISTRICT

By:
Megan Boos
District Administrator
Phone: 616.842.5852x5

CUSTOMER

Representatives Name: *CHRISTINE BURNS*

Representatives Signature: *Christine Burns*

Phone: *616 842 1393*



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

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

www.springlakevillage.org

June 5, 2014

Mark and Hilda Kamps
205 E. Savidge
Spring Lake, MI 49456

RE: FINAL NOTICE – STEP REMOVAL

Dear Property Owner,

As you recall, the Village of Spring Lake Council denied your request to place steps on Village property adjacent to the bike path. Village staff has observed that the steps are still in place. We request that you remove the steps and return the grade back to original condition immediately or the Village will seek legal action for trespassing and expenses related to the cost of removal.

If you have any questions, please contact me at 842-1393.

Best regards,

Christine Burns
Village Manager





INVOICE

102 W. SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456
Phone: (616) 842-1393
Fax: (616) 847-1393

Invoice No.: 0000000322
Invoice Date: 04/15/2015

Bill to: MARC & HILDA KAMPS
205 E. SAVIDGE
SPRING LAKE MI 49456

Date	Quantity	Description	Unit Price	Amount
04/15/2015	2.00	MISC BILLING	9.11	18.22
04/15/2015	1.00	MISC BILLING	15.45	15.45
04/15/2015	1.00	ADMINISTRATIVE FEE1	10.00	10.00

Total Invoice: \$43.67

Please remit to the address listed above. Payment due upon receipt. Thank you!

MARC & HILDA KAMPS
205 E. SAVIDGE
SPRING LAKE MI 49456

Invoice No.: 0000000322





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

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

www.springlakevillage.org

June 1, 2016

Mark and Hilda Kamps
205 E. Savidge
Spring Lake, MI 49456

RE: Landscaping on Village Property

Dear Property Owner,

Please be advised that the Village of Spring Lake is aware of changes to landscaping on Village property adjacent to your private property. We presume that you are responsible party for this work. The Village does have the option to take legal action against you for these modifications, however this letter will serve as your first warning and any future work without permission may result in formal legal action.

From now on, please obtain permission from the Village prior to any landscaping changes or earthwork on Village property. And for reference, Village property begins north of the brown Village property markers with the Spring Lake logo on them.

If you have any questions, please contact me at 842-1393.

Best regards,

Christine Burns
Village Manager





Christine Burns

From: Leslie Newman <leslienewman@charter.net>
Sent: Friday, May 27, 2016 12:44 PM
To: Christine Burns; Ben VanHoeven
Cc: Mary Craig; Brianne Umphrey; Teresa Hill; Kelly Van Dyke; Susan Thorpe; plesslanedesign@chartermi.net; Ben VanHoeven; Christine Burns; Sylvia Ruscett
Subject: Rain garden progress

Dear Chris and Ben,

Our third Friday at the Rain Garden went very well. A DPW staff person (Mitchell) was mowing the area. He was interested in what we were doing.

Kelly and I told him about the stumps that needed to be removed. He offered to do it, and did it with efficiency and helpfulness. Mitchell also put fill in the stump holes and removed the rose clippings and other garden waste. We (Kelly, Mary and myself) continue to work on the garden every Friday morning 10 to 12 (volunteer hours to date: 20 hours). We are pulling weeds, pruning roses, dividing perennials, identifying new invasives, planting a few new perennials including an elderberry bush. (donation for plants to date: \$40.) We appreciate the cooperation from the Village.

Best regards,

Leslie



Christine Burns

From: Bruce Thomas <bthomasjc@gmail.com>
Sent: Wednesday, May 18, 2016 9:52 AM
To: Christine Burns
Subject: Overgrown shrubbery at Parkhurst Walk
Attachments: 20160427_095301.jpg

Ms. Burns, per my voice mails on 4/25 and this morning, I have attached a picture of the scrubs. Please give me a call to discuss. Thank you.

Bruce Thomas
510 Buena Vista
517 . 749. 8272

Christine Burns

From: Bruce Thomas <bthomasjc@gmail.com>
Sent: Wednesday, May 25, 2016 9:00 AM
To: Christine Burns
Subject: Re: Arbovitae
Attachments: Thuja_occidentalis_'EuropeGold'-201601-JAPAN.jpg

Thanks for taking the time to view the site and for making plans to take care of at least some of the unsightly aspects of the area. It was a pleasure meeting you. I did learn a few things from your visit:

1) I do recall you saying that you/the Village can't make judgement on what is unsightly since "beauty is in the eye of the beholder." In this case you have determined the "beholder" is the adjacent property owner.

2) The Village is obligated to provide a "screening mechanism" for those who own property that is contiguous to a Village easement. I do want to suggest that the Arbovitae could serve as a "screening mechanism" at (say) 6-8 feet in height rather than their current 20-25 feet. My view is one of my concerns, but I also believe the failure to properly maintain the Arbovitae does not reflect well upon the Village. We've had visitors ask "what's that junk growing there" and question why the Village wants to hide lake from public view.

These two points will be helpful to me in the future.

I didn't know much about Arbovitae, so I looked them up. I've attached a photo of what appears to be the species of Arbovitae that is located on the easement. I believe this is what they are supposed to look like when properly maintained. However, Wikipedia did state they could grow as high as 200 feet. I guess we're both stuck with that "beauty" if the "beholder" (ie, the adjacent property owners) see it as such at 200 feet.

The ribs are slowly getting better. Thanks for asking.

Enjoy the holiday weekend,

Bruce Thomas

On Tue, May 24, 2016 at 3:22 PM, Christine Burns <christine@springlakevillage.org> wrote:

Mr. Thomas,

I hope you're on the mend and those ribs are feeling better.

Just a quick follow-up to our meeting yesterday regarding the easement on Parkhurst leading to the lake. The arbovitae are doing the exact job they were planted to do and that is to serve as a screening mechanism for the neighbor who has property contiguous to the easement. The Village is not interested in removing or trimming those trees at this time.

Our DPW is getting pricing to remove the dead Maple on the west side of the path and to clean up some of the underbrush that is along the walk. While this will create a safer environment for people using the path, it will not do much for your view of the lake. I do appreciate you bringing it to our attention and we will address the dead tree in the not-too-distant future.

Feel better!!

Chris

Christine Burns

Spring Lake Village Manager

102 W. Savidge

Spring Lake, MI 49456

P: [616.842.1393](tel:616.842.1393)

F: [616.847.1393](tel:616.847.1393)





STOP



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

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

www.springlakevillage.org

May 24, 2016

Ms. Elizabeth Wheeler
120 N. Lake Avenue
Spring Lake, MI 49456

Dear Ms. Wheeler,

This letter is in response to correspondence you delivered to Council Members whereas you inform the elected officials of alleged "victimization" by employee Maryann Fonkert. Over the course of the past 6 months, you have contacted the Ottawa County Sheriff's Office, Village President Jim MacLachlan, Spring Lake Township employee Connie Meiste, Township Manager Gordon Gallagher, Ferrysburg City Manager Craig Bessinger and Village Attorney Bob Sullivan regarding this matter. None of the aforementioned people have been able to substantiate your claim. After investigating the incident (a 10-minute phone call on November 16, 2015), the OCSO found the complaint without merit as did Maryann's supervisor Marv Hinga when he investigated your allegations.

In the Village's eyes, this issue has been put to rest. Continually resurrecting the issue with various individuals will not result in a different outcome in your favor and we respectfully request you cease and desist with your unfounded allegations. At some point in time, Ms. Fonkert may wish to pursue a remedy of her own for your relentless pursuit of an unfounded claim and continual desire to defame her character.

I have enclosed a copy of our organizational chart showing that Village Council members do not have oversight of employees. Council's job is to enact policy that will be implemented by staff. They do not engage in the day-to-day activities of the management of the Village. Neither Gordon Gallagher nor Craig Bessinger have any oversight of Village employees and while Bob Sullivan is contractually obligated to the Village and answers to Council, he does not have oversight of Village employees either.

Per Village Charter (included as an attachment):

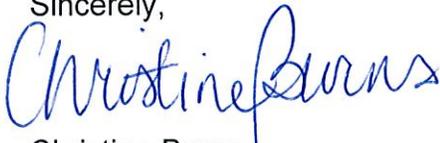
Section 5.07(c) Restrictions on the Council.

Interference with Administration. Except for the purpose of inquiries and investigation under Section 5.10, the Council or its members shall deal with the Village officers and employees who are subject to the direction and supervision of the Village Manager solely through the Village Manager, and neither the Council

nor its members shall give orders to any such officer or employee, either publicly or privately.

Township employee Connie Meiste has provided a written statement which refutes your claims against Ms. Fonkert. That written statement is included for your information. This letter, along with all attachments and previous correspondence, will be provided in the next Council agenda packet for their review as well. You would be well-served to let this issue drop as you have been told by numerous individuals that there is no merit to your claims against Ms. Fonkert.

Sincerely,



Christine Burns
Village Manager

Enclosures

Cc: Village Council

May 24, 2016

Memo To: Spring Lake Village Council Members

From: Connie Meiste (Building & Planning Assistant for Spring Lake Township)

RE: Elizabeth Wheeler letter dated May 2016

This memo serves to inform the Village Council of the verbal conversation between Elizabeth Wheeler, and Maryann Fonkert on November 16, 2015.

Maryann received the phone call from Ms. Wheeler and I noticed that she was doing mostly listening on this end of the line. Of course I could not hear what Ms. Wheeler was saying to her, but I did hear Maryann respond by saying "she was being very negative".

The letter from Elizabeth states that "I heard insulting names given by Maryann". Maryann did not raise her voice and did not call her any names. I have never heard Maryann being unprofessional at any time, in her dealings with the public.

If you wish to talk to me I can be reached at (616)842-9270 or email me at cmeiste@springlaketwp.org.

Sincerely,

Connie Meiste



Spring Lake Township

Building & Planning Asst.

Cc: Gordon Gallagher, Spring Lake Township manager

John Nash, Spring Lake Township Supervisor

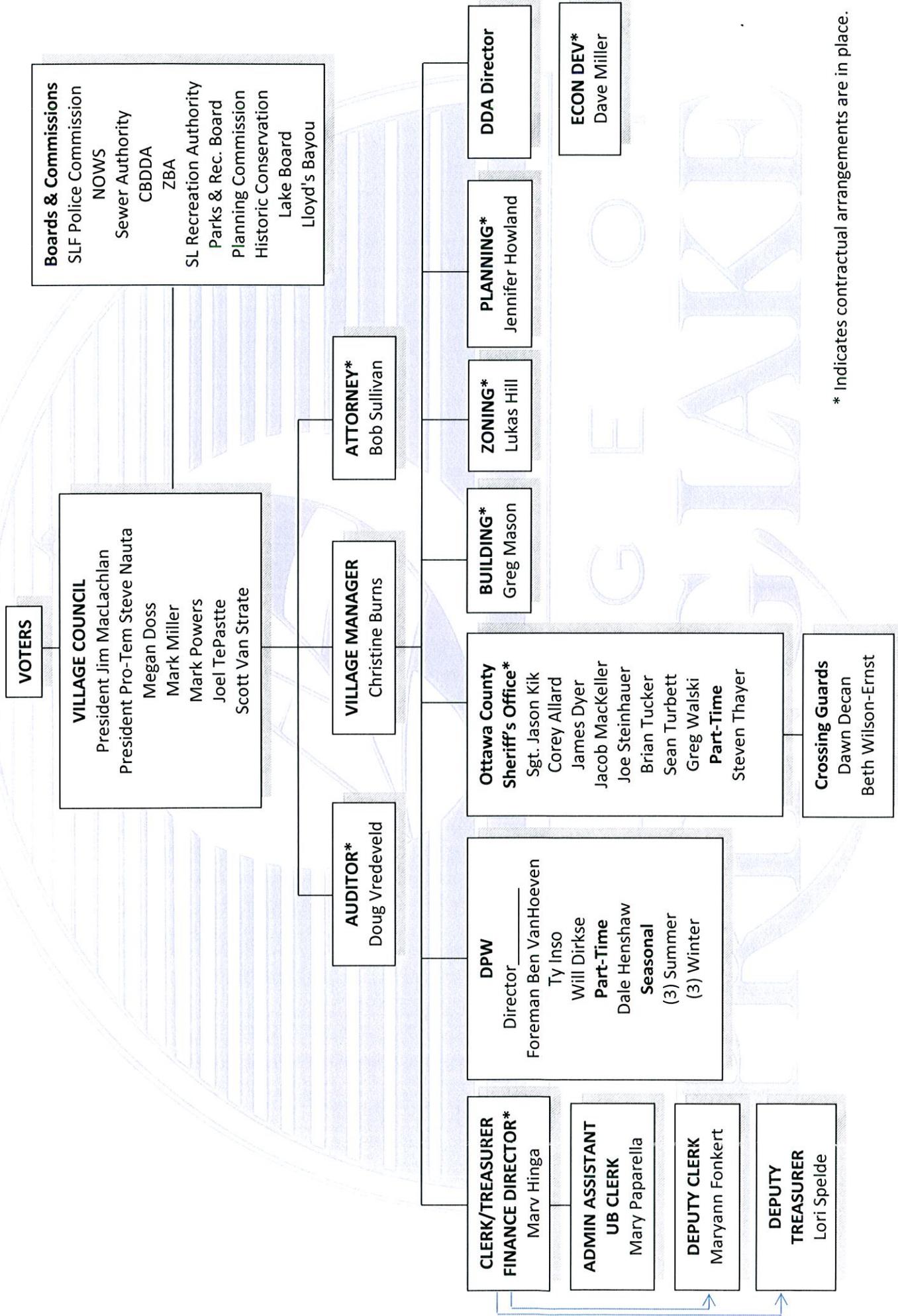
Chris Burns, Spring Lake Village Manager

Marv Hinga, Village Clerk/Treasurer

Section 5.07. - Restrictions on the council.

- (a) *Holding Other Office.* Except where allowed by law, no Council Member shall hold any other elected public office during the term for which the member was elected to the Council. No Council Member shall be employed by the Village during the terms for which the member was elected to the Council. No former Council Member shall hold any compensated appointive office or employment with the Village until one year after the expiration of the term for which the member was elected to Council. Nothing in this section shall be construed to prohibit the Council from selecting any current or former Council Member to represent the Village on the governing board of any regional or other intergovernmental agency.
- (b) *Appointments and Removals.* Neither the Village Council nor any of its members shall in any manner control or demand the appointment or removal of any Village administrative officer or employee whom the Village Manager or any subordinate of the Village Manager is empowered to appoint, but the Council may express its views and fully and freely discuss with the Village Manager anything pertaining to appointment and removal of such officers and employees.
- (c) *Interference with Administration.* Except for the purpose of inquiries and investigations under Section 5.10, the Council or its members shall deal with Village officers and employees who are subject to the direction and supervision of the Village Manager solely through the Village Manager, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately.

ORGANIZATIONAL CHART



* Indicates contractual arrangements are in place.



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

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

www.springlakevillage.org

May 26, 2016

Ms Elizabeth Wheeler
120 N. Lake
Spring Lake, MI 49456

Dear Elizabeth:

I am writing in response to your letter of May 23, 2016, and I will be providing copies to each Council member as well.

As you may recall from the conversation you and I had during our meeting back in March, all matters relating to Village personnel are by Village policy to be reviewed and acted upon by the Village Administration. Accordingly, the allegations contained in your letter of February 7 regarding Ms Fonkert were referred to her supervisor, Marv Hinga, and he conducted an investigation into these allegations. On March 25 he sent you his response, wherein he found your charges against Ms Fonkert to be without merit. He also stated that if you felt that he had not adequately addressed the matter, that your recourse was to contact our Village Manager. To my knowledge, as of yesterday, you have not done so.

On behalf of my fellow Council members, I can state that Village policies and procedures have been followed with regard to your complaint against Ms Fonkert, and we all consider this matter to be closed. As stated previously, if you disagree with this finding, you may contact Manager Christine Burns, who is also receiving a copy of this letter.

Sincerely,

Jim MacLachlan
Village President

Cc: Village Council
Village Manager

DRAFT MINUTES

Monday May 16, 2016
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

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

Absent: None

4. Approval of the Agenda

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

Yes: 7 No: 0

5. Consent Agenda

- A. Approved the payment of the bills (checks numbered 57769-57840) in the amount of \$153,615.50.
- B. Approved the minutes for the April 18, 2016 regular Council meeting.
- C. Approved a motion to appoint Ben VanHoeven as the Street Administrator.
- D. Approved a waiver to the Personnel Policy, Section 6.15, to allow staff members to carry over vacation time until 09/05/16.
- E. Approved Budget Amendments as proposed by Village Clerk/Treasurer Marvin Hinga.
- F. Approved a motion to set the public hearing for the adoption of the Fiscal Year 2016/2017 budget for June 13, 2016.
- G. Approved the proposed fee schedule for Fiscal Year 2016/2017.
- H. Approved the placement of delinquent water/sewer bills on to the Summer

taxes.

DELINQUENT UTILITIES TO TRANSFER TO 2016 TAXES									
Address	Account Number	Parcel #	Delinquent	Late Fee	Water	Delinquent	Late Fee	Sewer	Total
			Water	Water	Total	Sewer	Sewer		
120 S. Lake	LAK2-000120-0000-04	70-03-14-375-103	\$26.16	\$2.62	\$28.78	\$33.16	\$3.92	\$37.08	\$65.86
116 Liberty	LIB1-000116-0000-09	70-03-15-377-002	\$19.96	\$1.99	\$21.95	\$29.44	\$2.95	\$32.39	\$54.34
318 Rachaeals Way	RCH1-000318-0000-01	70-03-15-471-002	\$209.13	\$27.56	\$236.69	\$223.97	\$52.07	\$276.04	\$512.73
326 Rachaeals Way	RCH1-000326-0000-01	70-03-15-471-005	\$773.79	\$10.10	\$783.89	\$1,000.94	\$18.15	\$1,019.09	\$1,802.98
217 South	SOU1-000217-0000-10	70-03-22-201-016	\$4.67	\$1.70	\$6.37	\$7.04	\$2.56	\$9.60	\$15.97
TOTAL			\$1,033.71	\$43.97	\$1,077.68	\$1,294.55	\$79.65	\$1,374.20	\$2,451.88

Motion by **TePastte**, second from **Doss**, to approve the Consent Agenda.

Yes: 7 No: 0

6. General Business

A. Adoption of Ordinance 344

Subject: Ordinance No. 344 is an ordinance to adopt the Fifth Amendment to the Restated and Amended Spring Lake Downtown Development Authority Development Plan and Tax Increment Financing Plan.

President **MacLachlan** introduced this item and asked for a motion and if there was any discussion. There was no discussion.

Motion by **Van Strate**, second from **Nauta**, to approve the adoption of Ordinance No. 344, an ordinance to adopt the Fifth Amendment to the Restated and Amended Spring Lake Downtown Development Authority Development Plan and Tax Increment Financing Plan.

Yes: 7 No: 0

B. Adoption of Ordinance 345

Subject: Ordinance No. 345 is an ordinance to amend the Village of Spring Lake Zoning Ordinance adopted by the Village of Spring Lake, Ottawa County Michigan to amend Section 3.16 of Chapter 3 of the Zoning Ordinance concerning roof pitch of single-family dwellings.

President **MacLachlan** introduced this item and asked for a motion and if there was any discussion. There was no discussion.

Motion by **Nauta**, second from **Doss**, to approve the adoption of Ordinance No. 345 an ordinance to amend the Village of Spring Lake

Zoning Ordinance adopted by the Village of Spring Lake, Ottawa County Michigan to amend Section 3.16 of Chapter 3 of the Zoning Ordinance concerning roof pitch of single-family dwellings.

Yes: 7 No: 0

C. Naming Rights for Central Park

Subject: With a donation of \$100,000 to the Central Park Capital Campaign came naming rights. Council Member Megan Doss secured a \$100,000 donation and has been working with the donor on potential names.

President **MacLachlan** introduced this item and Manager **Burns** gave a brief overview and turned the item over to Council Member **Doss**.

Doss said that after many conversations with her Father-in-Law, Jim Doss, and brainstorming with Holly Johnson, from the Community Foundation, they have decided on "The Kay Doss North Bank Park".

Nauta asked how much flack everyone thought they would take for changing the name of Central Park. **Burns** said that Central Park was not centrally located and that Grand Haven had a Central Park that was centrally located so an argument could be made that it was time to make a change just on the fact of the location and a duplicate name. **Burns** also said that people have a problem with just about anything but, due to the size of the donation, she felt it warranted the change. **TePastte** asked about the Central Park sign over the entrance to the park. **Burns** said that the sign was made in four sections so the sections could be removed and replaced without too much disruption to the structure, but at this point, she was not sure if it would be done by the ribbon cutting ceremony.

Motion by **Nauta**, second from **TePastte**, to approve re-naming Central Park "Kay Doss North Bank Park".

Yes: 7 No: 0

D. North Bank Communities Fund Grant Award

Subject: The Village was recently notified that the Village is the recipient of a grant from the North Bank Communities Fund for \$2,750 for Whistle Stop Playground. It was necessary to execute the grant agreement to receive the funding.

President **MacLachlan** introduced this item and Manager **Burns**

explained that this grant would get the total of donations that much closer to the \$50,000 mark needed for the \$50,000 Crowdfunding match.

Motion by **Doss**, second from **Nauta**, to approve the grant agreement from the North Bank Communities Fund for \$2,750 for Whistle Stop Playground.

Yes: 7 No: 0

E. Bid Award for Wetland Mitigation

Subject: On May 10, 2016 Prein & Newhof opened bids for the Grand River Greenway wetland mitigation.

President **MacLachlan** introduced this item. Manager **Burns** explained that they had received only one bid even though it was advertized in several places. **Burns** said the good news was that the bid that was received was from Accurate Excavators which was the low bidder for Central Park construction project so the Village was familiar with them and they did good work. **Burns** said the goal was to have this work done before the Heritage Festival.

Motion by **Nauta**, second from **Miller**, to award the construction bid to Accurate Excavators in the amount of \$28,325.00 for the Grand River Greenway wetland mitigation.

Yes: 7 No: 0

F. Spring Lake Heritage Festival Schedule of Events

Subject: Steve VanBelkum was supposed to be in attendance to discuss the events scheduled for the 2016 festival. Per State Law, Council must approve their Fireworks permit. An application/permit & proof of insurance (naming the Village as Additional Insured) has been received from the SLHF for fireworks in June.

President **MacLachlan** introduced this item and Manager **Burns** explained that Mr. VanBelkum was not in attendance after all but that they did have their paperwork all in order and it was imperative that this be approved now or it would negatively affect the Heritage Festival because there would not be another meeting before the Festival.

Motion by **Nauta**, second from **Doss**, to approve the request from the Spring Lake Heritage Festival for permission to use Mill Point Park & Central Park from June 11-19, 2016 and to approve a Fireworks Permit.

Yes: 7

No: 0

7. Department Reports

A. Village Manager

Manager **Burns** reminded Council of the Budget Work Session on June 13th at 7:00 p.m. at Village Hall and then the Council Meeting immediately following at 8:00 p.m. at Barber School where a public hearing will be held to adopt the 2016/2017 Budget.

B. Clerk/Treasurer/Finance Director

C. OCSO

D. Fire

E. 911

F. DPW

G. Water

H. Sewer

I. Minutes from Various Board & Committees

1. Parks & Recreation

2. Planning Commission

8. Old Business and Reports by the Village Council

Street Light on South Street

Subject: The street light near 224 South Street (Jack Farmer's residence) was removed by Consumers Energy sometime over the course of the last year. Council had discussions during the budget process on whether or not to reinstall the light. Based on a Council Member's observation, this issue was placed on the agenda for consideration. Prior to the Council Meeting, please drive down South Street (between Meridian and Prospect) when it's dark so that this item can be reconsidered.

President **MacLachlan** introduced this item and asked Council if they had checked out South Street and what their thoughts were regarding the street light. Council agreed that South Street was very dark but that neighbors should be canvassed for their opinion before the money was spent to reinstall the street light.

Motion by **Doss**, second from **Van Strate**, to approve reinstalling the street light near 224 South Street per the request of Mr. Jack Farmer provided the majority of neighbors were also in favor.

Yes: 7

No: 0

Powers asked what was being done with the house at 213 South Street. **Burns**

reported that last week they had received Court approval to enter the house so she, Building inspector Greg Mason, Fire Chief Brian Sipe, Planners Lukas Hill and Jennifer Howland and Sgt. Kik entered the house and, although the house needed a lot of work, it was structurally sound so the Village was contracting to have the house painted and reroofed and then the cost of that work would be put on the home owners Village taxes.

9. New Business and Reports by Village Council

No new business at this time.

10. Status Report: Village Attorney

No report from the Village Attorney at this time.

11. Statement of Citizens

No statements of Citizens at this time.

12. Adjournment

Motion by **Van Strate**, second from **Doss**, Village Council adjourned the meeting at 7:31 p.m.

Yes: 7 No: 0

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk