

Village of Spring Lake

Council Work Session

October 10, 2016

7:00 p.m.

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

www.springlakevillage.org

1	<p>7:00 p.m. – Asphalt Bids for 106 S. Buchanan (Ryan Arends)</p> <p>The CGAP award for the demolition/restoration of 106 S. Buchanan is \$100,000. Since the bid for demolition came in at \$48,700, that leaves \$51,300 left to spend on site restoration. The asphalt bid came in at \$31,899 and Engineer Ryan Arends estimated a cost of \$12,000 for storm water improvements that are necessary to the site. Prior to awarding the paving contract, further discussion regarding the future of the property is warranted.</p>
2	<p>7:15 p.m. – GIS Mapping of the Water System (John Stuparits)</p> <p>DPW Director John Stuparits has solicited bids (<i>compilation attached</i>) for GIS mapping of the Village's water system. John is recommending utilizing the services of Prein & Newhof at a cost not to exceed \$4,900.</p>
3	<p>7:30 p.m. – Purchase of Handheld GPS Device</p> <p>In order to accurately map the Village's infrastructure, DPW John Stuparits is recommending the purchase of a handheld GPS device at a cost not to exceed \$11,000. Please see attached memo from John.</p>
4	<p>7:40 p.m. – Zoning/Planning Agreement</p> <p>The Village has enjoyed a contractual relationship with the City of Grand Haven/Spring Lake Township for zoning and planning services since 2011. The most recent agreement (<i>attached</i>) is up for renewal at a cost of \$16,500/year for the planning portion of the agreement.</p>
5	<p>7:45 p.m. – Audit Presentation (Doug Vredevelde)</p> <p>The Village's auditor, Doug Vredevelde, will be attending the Council Meeting to present the fiscal year 2015/2016 audit findings.</p>

6	<p>7:50 p.m. - Public Hearing (Isabel's House)</p> <p>Per CDBG requirements, the Village is required to hold a public hearing at the Council Meeting regarding the completion of the Isabel's House Project. The audit for the project will take place on October 25, 2016. Prior to that date, Council must adopt several policies (<i>attached</i>) to satisfy federal requirements.</p>
7	<p>7:55 p.m. - Veteran's Day Closure</p> <p>Most residents assume that Village Hall is closed on Federal holidays. November 11, 2016 is a Federal holiday recognizing Veterans. I would like to propose another "working holiday" whereas Village Hall is closed to the public, but staff still reports as normal. I would allow them to wear jeans to work and the day would be spent entirely on records management and housekeeping. Our focus this year would be the upstairs records retention room and Barber School closets and small meeting room.</p>
8	<p>7:57 p.m. - Communications</p> <ul style="list-style-type: none"> • Consumers Energy Tree Grant Award • Historic Home Complaint (Atkins - 16322 Pinewood) • Library Calendar (October)
9	<p>7:59 p.m. - Minutes</p> <p>Minutes of the September 19, 2016 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to October 13, 2016.</p>

Proposal

API Quote # **K16479**

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

Proposal Submitted To: MOORE & BRUGGINK, INC		09/18/2016	
Street: 2020 MONROE AVE. N.W.	Phone:	Fax:	
City, State, Zip: GRAND RAPIDS MI 49505	Job name: PARKING LOT		
Contact: RYAN ARENDS	Job Location: SPRING LAKE TWP.		
		Date of Plans:	Cell Phone:

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

<u>Item Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Cost</u>
1 FINE GRADE & PAVE 2", 13A	3,100	SYD	\$10.29	\$31,899.00

NOTE: STRIPING IS NOT INCLUDED IN THE ABOVE PRICE.

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

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

"Payment to be made as follows:

Upon Completion of the Work, Balance is due.

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

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

Authorized
Signature

Kenneth L. Johnson

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

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

Acceptance of Proposal:

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

Signature: _____

Title: _____

Signature: _____

Title: _____

Date of Acceptance: _____



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

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

www.springlakevillage.org

To: Chris Burns, Village Manager

From: John Stuparits, DPW Director

Date: September 21, 2016

Subject: GIS Water System Map

History: The Village of Spring Lake currently relies on the use of utility maps that were developed using a CADD (computer aided design and drafting) based program with water, wastewater and storm water information added to this base layer. As utility systems were improved, maps were updated to reflect these changes. More recently, GIS (geographic information systems) have replaced the old hand drawn maps with the actual layout of streets, buildings, utilities, aerial views, etc. These maps provide greater accuracy and reliability equating to better customer service. I believe that before the Village begins the process of overhauling the water system, a GIS map needs to be created to accurately record all of the changes. Proposals were solicited to develop a GIS map for our water system (a wastewater map will be developed as part of our SAW grant). They are as follows:

- | | |
|--|-----------------|
| 1. FTC&H
1515 Arboretum Drive
Grand Rapids, Michigan 49546 | \$4,900 |
| 2. Prein & Newhof
4910 Stariha Drive
Muskegon, Michigan 49441 | \$4,900 |
| 3. Moore & Bruggink, Inc.
2020 Monroe Ave. N.W.
Grand Rapids, Michigan 49505 | Declined to Bid |

As part of both proposals, it is understood that Village staff would be collecting the data points for entry into the GIS system.

Recommendation: Based on past work experience, including customer service, attention to detail, and accessibility, I am recommending the proposal from Prein & Newhof be approved.



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

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

www.springlakevillage.org

To: Chris Burns, Village Manager

From: John Stuparits, DPW Director

Date: October 3, 2016

Subject: Hand Held GPS Unit

History: The Village of Spring Lake is in the process of creating a GIS map for the water system. In order to accomplish this, an instrument to accurately mark all of the geographic data points must be purchased. This instrument (a hand held GPS unit) is currently being used by many surrounding communities for the purpose of data collection and location of assets. The cost for the hand held GPS unit, software and position stick is approximately \$11,000.

Recommendation: The hand held GPS unit currently being used by most communities and many engineering firms is the Trimble GEO 7X. I am recommending that this unit be purchased for the following reasons: The unit can be used for storm water, water, sanitary structures, soil borings, etc., the unit is extremely accurate for the price (within 10 cm), the unit is easy to operate, this unit not only will be used to create a water map but can be used for other projects, and this is a reimbursable expense (qualifies under the SAW grant).

Geo 7 Series

HANDHELD

READY FOR ANYTHING

The Trimble® Geo 7X handheld is from the Trimble GeoExplorer® series family of integrated, rugged, and high-accuracy GNSS handhelds. As a streamlined solution that enables faster and more productive data collection, the Geo 7X is ideal for organizations, such as utility companies, municipalities, and environmental agencies, requiring mobile data collection and asset management solutions.

Eliminate Physical Barriers to Field Success

When physically occupying a position is not possible due to dangerous conditions or right-of-way challenges, turn to Trimble Flightwave™ technology integrated in the Geo 7X. Utilizing the detachable Geo 7 rangefinder accessory, Flightwave workflows enable scale and location measurement of field assets at distances up to 120 m without a reflector. Flightwave measurements integrate directly into Trimble data collection software—simply point and shoot to get the position—even where there are obstacles such as traffic or private land access limitations.

Trimble Floodlight™ satellite shadow reduction technology keeps you working when heavy overhead cover, such as trees and buildings, obstruct GNSS satellite reception. Now you can work with fewer disruptions and obtain high quality data faster and at less cost.

Smart Data Collection, Smart Investment

By providing compatibility with existing and currently planned GNSS constellations, the Geo 7X delivers reliable GNSS tracking today and for years to come—ensuring your investment continues to provide value long into the future.

Achieve better accuracy in real-time without the reliance of a traditional reference station-based infrastructure or VRS network through Trimble RTX™ correction service options available with the Trimble Geo 7X. Trimble RTX

correction services leverage real-time data from an established tracking station network to compute and deliver high-accuracy positions to the GNSS handheld nearly anywhere on the globe. A range of Trimble RTX correction services offered with the Trimble Geo 7X provide internet-delivered, high-accuracy GNSS positioning wherever cellular communications are available so you can obtain the accuracy you need—from submeter to centimeter level.

Compatible with the breadth of Trimble GIS field and office software, the Geo 7X gives you flexible end-to-end data collection solutions and workflow choices: from the field-proven Trimble TerraSync™ and Positions™ software to the customizable data collection workflows of Trimble TerraFlex™ software.

Everything You Need to Work

With a powerful 1.0 GHz processor, 256 MB RAM, 4 GB of onboard storage, IP65 rating, and sunlight-optimized display, the Geo 7X is a high performance device designed to work hard in the environments that you do. The built-in 5 MP camera with enhanced zoom operation, and geo-tagging capability enables information about an asset, event, or site to be easily captured. And with the integrated dual-mode cellular modem, you can stay connected for continuous network and Internet access to real-time map data, web-based services, Trimble VRS™ and RTX corrections, and live update of field information.

Be truly productive with the Trimble Geo 7 series. No matter what gets in your way.

Key Features

- ▶ Easy and productive asset data capture with remote mapping and measurement
- ▶ Capture more positions and increased accuracy in tough GNSS environments
- ▶ Compatible with existing and planned GNSS constellations to maximize investment
- ▶ Flexible software options to collect, process, and manage data with simple, connected workflows



PHYSICAL DIMENSIONS

Geo 7X handheld (H x W x D)	234 mm x 99 mm x 56 mm (9.2 in x 3.9 in x 2.2 in)
Geo 7X handheld with rangefinder	1080 g

GNSS, ORIENTATION, AND DISTANCE¹

GNSS sensor	L1/L2 GNSS receiver and antenna
Chipset	Trimble Maxwell™ 6 (up to 220 channels)
Systems	GPS, GLONASS, Galileo, BeiDou, QZSS
SBAS	WAAS, EGNOS, MSAS, GAGAN, SBAS+
Floodlight	Yes
Receiver protocols	NMEA, TSIP2
Update rate	1 Hz
Time to first fix	< 45 seconds (typically)
Real-time correction protocols	RTCM2.x/RTCM3.x/CMR+/CMRX

Real-time Centimeter mode accuracy ²	
Horizontal	1 cm + 1 ppm HRMS
Vertical	1.5 cm + 2 ppm VRMS

Postprocessed Centimeter mode accuracy ²	
Horizontal	1 cm + 1 ppm HRMS
Vertical	1.5 cm + 1 ppm VRMS

H Star™ accuracy (real-time or postprocessed)	10 cm + 1 ppm HRMS
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Code DGNS accuracy (real-time)	75 cm + 1 ppm HRMS
Code DGNS accuracy (postprocessed)	50 cm + 1 ppm HRMS
SBAS accuracy	<100 cm

CenterPoint® RTX (via cellular) ¹	
Horizontal	4 cm HRMS
Vertical	10 cm VRMS
FieldPoint RTX™ (via cellular) ¹	10 cm HRMS
RangePoint™ RTX (via cellular) ¹	30 cm HRMS
ViewPoint RTX™ (via cellular) ¹	50 cm HRMS

Orientation sensors ⁵	3-axis gyro, magnetometer, accelerometer
Heading accuracy	±1.5°
Inclination accuracy	±0.5°
Roll accuracy	±0.5°

Distance sensor	Laser rangefinder module
Communication protocols	NMEA or Trimble proprietary
Passive range	Up to 120 m
Reflective range	Up to 200 m
Accuracy ³	±0.05 m
Range precision	0.01 m

NETWORK AND WIRELESS CONNECTIVITY

GSM/GPRS/EDGE	850 / 900 / 1800 / 1900 MHz
UMTS/HSPA+	800 / 850 / 900 / 1900 / 2100 MHz
CDMA/EV-DO Rev. A	800 / 1900 MHz (Verizon certified)
Wi-Fi	802.11b/g
Bluetooth profiles	BT 2.0 +EDR (SPP, OPP, FTP, PAN, A2DP, DUN, HID)

POWER AND BATTERY⁴

Type	Rechargeable, removable Li-Ion
Capacity	11.1V 2,500 mAh
Charge time	< 4 hours (typical)
Real-time DGNS usage (via integrated 3G/3.5G)	Up to 7 hours
Real-time DGNS usage (via Bluetooth)	Up to 9.5 hours
Autonomous GNSS usage	Up to 10.5 hours
Non-GNSS use	Up to 24 hours
Standby	Up to 50 days

SYSTEM CPU, MEMORY, AND CAMERA

CPU	Texas Instruments DM3730 1 GHz + GPU
Memory	4 GB user memory + SD slot (up to 32 GB), 256 MB RAM
Camera	5 MP

DISPLAY AND TOUCH PANEL

Display	4.2" VGA (640 x 480) LED transfective
Touch panel	Resistive touch panel with polarized light filter
Brightness	280 cd/m ²

OS

Microsoft® Windows® Embedded Handheld version 6.5 Professional. English (U.S.), Chinese (Simplified), Chinese (Traditional), French, German, Italian, Japanese, Korean, Spanish, Portuguese (Brazil), Russian.

SYSTEM REQUIREMENTS

Syncing with a PC requires Windows 7, Windows Vista, or Windows XP Home or Professional with Service Pack 3 or later. Some field applications and services require mobile internet access.

ENVIRONMENTAL USE

Operating ambient temperature	-4° to 140° F (-20° to 60° C)
Storage temperature	-22° to 158° F (-30° to 70° C)
Relative humidity	95% non-condensing
Maximum operating altitude	29,000 ft (9,000 m)
Maximum storage altitude	40,000 ft (12,000 m)
Water/dust ingress	IP65
Functional shock	MIL-STD 810G Method 516.6 Procedure I
Drop	4 ft (1.22 m)
Vibration	MIL-STD 810 G Method 514.6 Procedure I

SOFTWARE COMPATIBILITY

Please refer to the **Product Compatibility** list. (www.trimble.com/mappingGIS/productcompatibility)

1 Accuracy and reliability may be subject to anomalies due to multipath, obstructions, satellite geometry, and atmospheric conditions. Always follow recommended GNSS data collection practices. Specified Centimeter accuracy can normally be achieved for baselines of 30 km or less. Specified H-Star accuracy can normally be achieved for baseline lengths of 100 km or less. Centimeter and H-Star accuracy is typically achieved within 2 minutes. CenterPoint RTX accuracy is typically achieved within 5 minutes in select regions, and within 30 minutes worldwide. FieldPoint RTX accuracy is typically achieved within 5 minutes in select regions, and within 15 minutes worldwide. RangePoint RTX and ViewPoint RTX accuracy is typically achieved within 5 minutes.
 2 Stated accuracy is with Trimble Zephyr™ Model 2 GNSS antenna. Requires the Geo 7 series Centimeter Option.
 3 1 sigma, @ 20 C, to Kodak Grey card at 50 m.
 4 Actual run time will vary with conditions and environment of use.
 5 1 sigma. Accuracy and reliability may be subject to anomalies due to sensor calibration quality, temperature, and presence of local magnetic disturbances. Always follow recommended sensor calibration and operation practices.

Specifications subject to change without notice



Contact your local Trimble Authorized Distribution Partner for more information

NORTH AMERICA
 Trimble Navigation Limited
 10368 Westmoor Drive
 Westminster CO 80021
 USA

EUROPE
 Trimble Germany GmbH
 Am Prime Parc 11
 65479 Raunheim
 GERMANY

ASIA-PACIFIC
 Trimble Navigation
 Singapore Pte Limited
 80 Marine Parade Road
 #22-06, Parkway Parade
 Singapore 449269
 Singapore



Christine Burns

From: Patrick McGinnis <pmcginnis@grandhaven.org>
Sent: Monday, January 21, 2013 10:48 AM
To: Christine Burns; Gordon Gallagher
Cc: Sam Janson; James Bonamy
Subject: Planning and Zoning Services

Chris and Gordon:

Here is a brief summary of the past 18 months or so, please review, check your records, and verify or contradict my presentation.

July 1 – December 31, 2011

Village to pay \$15,000 to City for Planning and Zoning services.
City to pay \$7,500 to Twsp for Lucas' time

January 1 – June 30, 2012

Village to pay \$15,000 to City for Planning and Zoning services.
City to pay \$7,500 to Twsp for Lucas' time

July 1 – December 31, 2012

Village to pay \$15,000 to City for Planning and Zoning services.
City to pay \$7,500 to Twsp for Lucas' time

January 1, 2013 – present

*Good question. KT on board for two+ weeks; is Lucas still checking in at the Village each week? We could pro-rate or just chalk it up, I would prefer to be precise with public funds, which might equal out to about ½ month, or .083 * \$15,000 = \$1,245*

Village to pay \$1,245 to City for Planning and Zoning services.
City to pay \$622.50 to Twsp for Lucas' time

According to our Treasurer, we did receive \$15,000 for Planning Services in 2011, but nothing in 2012. Further, I do not believe we have been invoiced or have paid anything for Lucas' time. If I am correct, we owe an invoice to the Village for \$30,000 for all of 2012, and the Twsp owes us an invoice for \$22,500 for Lucas' time since inception. This amount can be tweaked depending on how we decide to handle 2013 so far.

Looking forward to hearing from you both. We are proceeding with hiring a new planner type manager and will wait for Bill's summary of Building costs to decide path for inspection collaboration.



Pat McGinnis

City of Grand Haven
City Manager

pmcginnis@grandhaven.org

(616) 847-4888
(616) 402-0815
519 Washington Ave
Grand Haven, MI 49417

DEC 04 2014



City of Grand Haven

December 3, 2014

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

Dear Christine,

According to our inter-local Planning and Zoning agreement, the managers of our respective units can extend the Planning Services contract for up to three consecutive one year terms upon written consent of the Managers. The contract was for 2013. The first extension was for 2014. I have gone over this with affected staff (Jennifer Howland), and she is prepared to embark on another exciting year of collaboration.

By way of this letter, I provide my written confirmation to extend for another one year term through the end of 2015. We can discuss 2016 next fall. If you agree, please sign below and return a copy to my attention.

Sincerely,

Pat McGinnis
City Manager

PM:mas

Christine Burns, Village of Spring Lake Manager

Date

CONTRACT # 3516

9-16-13

COJNCIL APPV. DATE 12-16-13

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated for reference purposes, this 11th day of November, 2013, (the "Agreement") is made by and between **THE CITY OF GRAND HAVEN**, a Michigan Municipal Corporation (the "City"), whose address is 519 Washington Avenue, Grand Haven, Michigan, 49417, and **SPRING LAKE TOWNSHIP** (the "Contractor") of 106 S Buchanan, Spring Lake, Michigan, 49456.

1. General Agreement. City agrees to hire Contractor and Contractor agrees to be retained by City as an independent contractor to assist in performing services under a separate agreement between the City and the Village of Spring Lake attached as Exhibit A ("Primary Contract") as part of a collaborative planning and zoning opportunity. The City of Grand Haven will provide planning services and oversight for zoning services to the Village of Spring Lake. Contractor will provide zoning administration services according to the schedule attached as Exhibit B ("Services").
2. Payment for Services. City agrees to pay and Contractor agrees to accept payment for the Services at a rate of \$15,000 per year, including travel time.
3. Relationship Created. Under all circumstances, the Contractor is not an employee of City for any purpose whatsoever but is an independent contractor. City is interested only in the proper performance of the Services by the Contractor. City will oversee provision of Services, and Services may sometimes include office hours, attendance at meetings and other activities customarily associated with operation of a planning and zoning function in a Michigan Municipality. City will make all pertinent electronic, paper and technology available to contractor at no extra expense as it would for a full-time staff member.
4. Expenses and Taxes. Contractor shall provide and be responsible for all reasonable and necessary expenses in fulfilling the obligations under this Agreement. City will not reimburse Contractor for any expenses, excepting mileage incurred at the current IRS rate. Contractor agrees that City shall neither withhold any income taxes or FICA contributions from any fees which might be owed to Contractor, nor make any FICA contributions on behalf of Contractor, nor make any contributions for FUTA, applicable state employment taxes relating to unemployment compensation or applicable state worker's disability compensation.
5. Contractor at Will. Contractor understands that the services provided to City shall be at the will of City and that the services may be terminated at any time by either party with or without cause.
6. Term. The term is from January 1, 2013 to December 31 2013. Agreement may be extended for up to three consecutive one year periods upon written confirmation by City and Township Managers.
7. Insurance Matters. Contractor represents and warrants to City that they are adequately insured for liability, casualty, and property loss under applicable law, as well as in accordance with reasonable customs and practices, for the performance of the Services. City shall not provide coverage under any worker's disability compensation insurance plan for any accident or injury arising in or out of the course of this Agreement and City shall not provide coverage under any unemployment compensation insurance plan, or for unemployment benefits either during or after the term of this Agreement.

8. Indemnification by Contractor. Contractor shall indemnify and hold City harmless against all claims made by Contractor or otherwise by reason of any misrepresentations, promises, or false statements made by Contractor. In addition, Contractor shall reimburse the City on demand for any payment made by the City with respect to any claim for damages by reason of any such misrepresentations, promises or false statements, including reasonable attorney's fees, or other defense costs and all out-of-pocket expenses of City.

9. Indemnification by City. Provided the Contractor has acted in good faith and has not made any misrepresentation, false statements or promises that are inconsistent with City policies or procedures, the City shall hold the Contractor (defined for purposes of this paragraph to include its officers and employees) harmless from, indemnify the Contractor for and defend the Contractor against any claims, causes of action, or lawsuits arising from the services performed by the Contractor pursuant to this Agreement.

10. Miscellaneous. This is the entire agreement of the parties and supersedes any prior agreement. This Agreement can only be modified in writing signed by both parties. The Agreement replaces and supersedes any prior agreements which may have existed between the parties, whether oral or written. Captions appearing at the beginning of each section hereof or within sections are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance. In this Agreement, words used in the singular shall include the plural, and the words used in the plural shall include the singular. The use of pronouns or other terms referring to the male gender shall include the female and/or neuter gender, and use of pronouns or other terms referring to the female gender shall include the male gender. Reference to any person or entity herein is presumed by any designation of such person or equity. The word "person" includes a firm, association, partnership, joint venture, corporation, trust or equivalent entity or a combination of them as well as a natural person. No terms or provisions of this Agreement shall be deemed waived by the City and no breach excused by the same, unless the waiver or consent is in writing, signed by the City. If any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall not be affected thereby and may be modified by a court of competent jurisdiction; regardless, the Agreement shall remain in force and effect, and shall continue to govern the relationship between and among the parties. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement shall be construed in accordance with the internal laws of the State of Michigan, excluding any applicable conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above provided.

CITY OF GRAND HAVEN

SPRING LAKE TOWNSHIP

By: Jeri McCall
Its: Mayor

By: J. P. Dad
Its: Supervisor

By: Linda L. Broward
Its: City Clerk

By: H. Cliff Brown
Its: Clerk

CONTRACT # 3515

CUJNJIL APPV. DATE 12-16-13

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated for reference purposes, this 18th day of November, 2013, (the "Agreement") is made by and between **THE VILLAGE OF SPRING LAKE**, a Michigan Municipal Corporation (the "Village"), whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 and **CITY OF GRAND HAVEN** (the "Contractor") of 519 Washington Avenue, Grand Haven, Michigan, 49417.

1. General Agreement. Village agrees to hire Contractor and Contractor agrees to be retained by Village as an independent contractor to perform services related to the Village's planning and zoning services described in Exhibit A (the "Services") as part of a collaborative planning and zoning opportunity. The City of Grand Haven will provide planning services and oversight for zoning services. It is understood that the Contractor will sub-contract zoning services to Spring Lake Township for the same term.

2. Payment for Services. Village agrees to pay and Contractor agrees to accept payment for the Services at a rate of \$30,000 per year, including travel time.

3. Relationship Created. Under all circumstances, the Contractor is not an employee of Village for any purpose whatsoever but is an independent contractor. Village is interested only in the proper performance of the Services by the Contractor, who shall have sole control of the manner and means of performance under this Agreement; yet, the Village will make all pertinent electronic, paper and technology available to contractor at no extra expense as it would for a full-time staff member.

4. Expenses and Taxes. Contractor shall provide and be responsible for all reasonable and necessary expenses in fulfilling the obligations under this Agreement. Village will not reimburse Contractor for any expenses, excepting mileage incurred at the current IRS rate. Contractor agrees that Village shall neither withhold any income taxes or FICA contributions from any fees which might be owed to Contractor, nor make any FICA contributions on behalf of Contractor, nor make any contributions for FUTA, applicable state employment taxes relating to unemployment compensation or applicable state worker's disability compensation.

5. Contractor at Will. Contractor understands that the services provided to Village shall be at the will of Village and that the services may be terminated at any time by either party with or without cause.

6. Term. The term is from January 1, 2013 to December 31 2013. Agreement may be extended for up to three consecutive one year periods upon written confirmation by City and Village Managers.

November 2014
November 2015

statements, including reasonable attorney's fees, or other defense costs and all out-of-pocket expenses of Village.

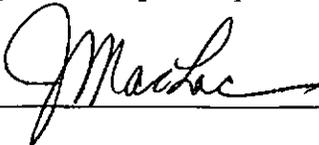
9. Indemnification by Village. Provided the Contractor has acted in good faith and has not made any misrepresentation, false statements or promises that are inconsistent with Village policies or procedures, the Village shall hold the Contractor (defined for purposes of this paragraph to include its officers and employees) harmless from, indemnify the Contractor for and defend the Contractor against any claims, causes of action, or lawsuits arising from the services performed by the Contractor pursuant to this Agreement.

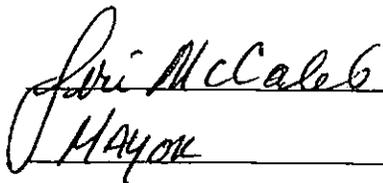
10. Miscellaneous. This is the entire agreement of the parties and supersedes any prior agreement. This Agreement can only be modified in writing signed by both parties. The Agreement replaces and supersedes any prior agreements which may have existed between the parties, whether oral or written. Captions appearing at the beginning of each section hereof or within sections are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance. In this Agreement, words used in the singular shall include the plural, and the words used in the plural shall include the singular. The use of pronouns or other terms referring to the male gender shall include the female and/or neuter gender, and use of pronouns or other terms referring to the female gender shall include the male gender. Reference to any person or entity herein is presumed by any designation of such person or equity. The word "person" includes a firm, association, partnership, joint venture, corporation, trust or equivalent entity or a combination of them as well as a natural person. No terms or provisions of this Agreement shall be deemed waived by the Village and no breach excused by the same, unless the waiver or consent is in writing, signed by the Village. If any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall not be affected thereby and may be modified by a court of competent jurisdiction; regardless, the Agreement shall remain in force and effect, and shall continue to govern the relationship between and among the parties. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement shall be construed in accordance with the internal laws of the State of Michigan, excluding any applicable conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above provided.

VILLAGE OF SPRING LAKE
A Michigan Municipal Corporation

CITY OF GRAND HAVEN
A Michigan Municipal Corporation

By: 

By: 

Its: President

Its: Mayor

By: 

By: 

Its: Clerk

Its: City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated for reference purposes, this ~~17th~~ day of ~~October~~, 201~~6~~~~5~~, (the "**Agreement**") is made by and between **THE VILLAGE OF SPRING LAKE**, a Michigan Municipal Corporation (the "**Village**"), whose address is 102 W. Savidge Street, Spring Lake, Michigan 49456 and **CITY OF GRAND HAVEN** (the "**Contractor**") of -519 Washington Avenue, Grand Haven, Michigan, 49417.

1. General Agreement. Village agrees to hire Contractor and Contractor agrees to be retained by Village as an independent contractor to perform services related to the Village's planning services described in Exhibit A (the "Services") as part of a collaborative planning opportunity. The City of Grand Haven will provide planning services. It is understood that the Village will contract zoning services from Spring Lake Township for the same term.

2. Payment for Services. Village agrees to pay and Contractor agrees to accept payment for the Services at a rate of \$16,500 per year (\$1,375 per month), including travel time.

3. Relationship Created. Under all circumstances, the Contractor is not an employee of Village for any purpose whatsoever but is an independent contractor. Village is interested only in the proper performance of the Services by the Contractor, who shall have sole control of the manner and means of performance under this Agreement; yet, the Village will make all pertinent electronic, paper and technology available to contractor at no extra expense as it would for a full-time staff member.

4. Expenses and Taxes. Contractor shall provide and be responsible for all reasonable and necessary expenses in fulfilling the obligations under this Agreement. Village will not reimburse Contractor for any expenses, excepting mileage incurred at the current IRS rate. Contractor agrees that Village shall neither withhold any income taxes or FICA contributions from any fees which might be owed to Contractor, nor make any FICA contributions on behalf of Contractor, nor make any contributions for FUTA, applicable state employment taxes relating to unemployment compensation or applicable state worker's disability compensation.

5. Contractor at Will. Contractor understands that the services provided to Village shall be at the will of Village and that the services may be terminated at any time by either party with or without cause.

6. Term. The term is from January 1, 2016 to December 31 2016. Agreement may be extended for up to three consecutive one year periods upon written confirmation by City and Village Manager.

7. Insurance Matters. Contractor represents and warrants to Village that they are adequately insured for liability, casualty, and property loss under applicable law, as well as in accordance with reasonable customs and practices, for the performance of the Services. Village shall not provide coverage under any worker's disability compensation insurance plan for any accident or injury arising in or out of the course of this Agreement and Village shall not provide coverage under any unemployment compensation insurance plan, or for unemployment benefits either during or after the term of this Agreement.

8. Indemnification by Contractor. Contractor shall indemnify and hold Village harmless against all claims made by Contractor or otherwise by reason of any misrepresentations, promises, or false statements made by Contractor. In addition, Contractor shall reimburse the Village on demand for any payment made by

the Village with respect to any claim for damages by reason of any such misrepresentations, promises or false statements, including reasonable attorney’s fees, or other defense costs and all out-of-pocket expenses of Village.

9. Indemnification by Village. Provided the Contractor has acted in good faith and has not made any misrepresentation, false statements or promises that are inconsistent with Village policies or procedures, the Village shall hold the Contractor (defined for purposes of this paragraph to include its officers and employees) harmless from, indemnify the Contractor for and defend the Contractor against any claims, causes of action, or lawsuits arising from the services performed by the Contractor pursuant to this Agreement.

10. Miscellaneous. This is the entire agreement of the parties and supersedes any prior agreement. This Agreement can only be modified in writing signed by both parties. The Agreement replaces and supersedes any prior agreements which may have existed between the parties, whether oral or written. Captions appearing at the beginning of each section hereof or within sections are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance. In this Agreement, words used in the singular shall include the plural, and the words used in the plural shall include the singular. The use of pronouns or other terms referring to the male gender shall include the female and/or neuter gender, and use of pronouns or other terms referring to the female gender shall include the male gender. Reference to any person or entity herein is presumed by any designation of such person or equity. The word "**person**" includes a firm, association, partnership, joint venture, corporation, trust or equivalent entity or a combination of them as well as a natural person. No terms or provisions of this Agreement shall be deemed waived by the Village and no breach excused by the same, unless the waiver or consent is in writing, signed by the Village. If any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall not be affected thereby and may be modified by a court of competent jurisdiction; regardless, the Agreement shall remain in force and effect, and shall continue to govern the relationship between and among the parties. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement shall be construed in accordance with the internal laws of the State of Michigan, excluding any applicable conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above provided.

VILLAGE OF SPRING LAKE
A Michigan Municipal Corporation

CITY OF GRAND HAVEN
A Michigan Municipal Corporation

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Planning and Zoning Collaboration

Function List and Accountability for

City of Grand Haven (read Planner) and Spring Lake Township (read Zoning Administrator)

(In Order of Priority)

Function	City	Township	Village
1. Planning Commission Staffing and Liaison as Planner	✓		
2. Planning Commission Agenda	✓		
3. Planning Commission Minutes			✓
4. Site Plan Reviews	✓		
5. Building Permit Zoning Checks		✓	
6. Zoning Administrator		✓	
7. Zoning Board Staffing and Liaison		✓	
8. Zoning Board Agenda		✓	
9. Planning and Zoning Notices, Hearing Letters, Postings	At Planner's or Zoning Administrator's direction		✓
10. Site Plan Developer Compliance Checks		✓	
11. Maintain the Zoning Code			✓
12. Update the Zoning Map		✓	
13. Flood Plain Inquiries and LOMA		✓	
14. Site Plan Coordination (w/ Fire Dept., MDOT, etc.)		✓	
15. Recommendations on Public Improvement Program	✓	✓	✓
16. Assists Brenda Moore with West End Design Standards -- Project Completion		✓	
17. Re-write the Planned Unit Development section	✓		
18. Holds Published Office Hours as Planner	✓		
19. Be On-Call as Zoning Administrator		✓	
20. Answers Basic Questions at All Times (First Administrative Assistant and/or Village Manager - - assumes follow-up emails to Planner and/or Zoning Administrator as necessary)			✓
21. Urgent and Important Planning Questions (Village staff cannot answer during non-office hours)	✓		
22. Urgent and Important Zoning Questions (Village staff cannot answer)		✓	
23. Drafting of Future Zoning Code Amendments (requested by Planning Commission or Village Council or Village Manager)	TBD		
24.			
25.			

VILLAGE OF SPRING LAKE

Economic Opportunities Policy for Section 3 Covered Contracts

Background:

Section 3 of the Housing and Urban Development Act of 1968, as amended, ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance for housing and community development programs be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and business concerns which provide economic opportunities to low- and very low income persons¹.

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended and 24 CFR Part 135, THE UGLG adopts this Economic Opportunities Policy for Section 3 Covered Contracts. The policy will provide direction for implementing Section 3, when required.

Policy Statement:

THE UGLG shall provide opportunities to low- and very low-income persons residing in the State of Michigan (as defined in § 135.5 of 24 CFR Part 135) and to businesses meeting the definition of "Section 3 Business Concern" (as defined by 24 CFR Part 135). Accordingly, THE UGLG shall implement policies and procedures to ensure that Section 3, when required, is followed and develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided. This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or equipment. (See the definition of "Section 3 Covered Contracts" below.) There is nothing in policy that should be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

¹24 CFR 135.1

Definitions:

THE UGLG incorporates into this policy the definitions contained in § 135.5 of 24 CFR Part 135.

Defined Terms of Policy:

- **Section 3** – Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.
- **Section 3 Recipient** – means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferees of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.
- **Section 3 Resident** – A section 3 resident is 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.
- **Section 3 Business Concern(s)** – Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:
a) 51% or more owned by Section 3 residents; or b) at least 30% of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or c) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

- **Section 3 Covered Assistance** –
 - (a) Public and Indian housing development, operating or capital funds; or other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.
 - (b) The following definition for Section 3 Covered Assistance comes from 24 CFR 135.5:
 - (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;
 - (2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
 - (3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;
 - (4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - (ii) Housing construction; or
 - (iii) (Other public construction project (which includes other buildings or improvements, regardless of ownership).
- **Section 3 Covered Contract** – means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 Covered Assistance, or for work arising in connection with a Section 3 Covered Project. “Section 3 Covered Contracts” do not include contracts awarded under HUD procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). “Section 3 Covered Contracts” also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 Covered Contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.
- **Section 3 Covered Project** – A section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

- **Section 3 Covered Community Planning and Development Funding** – Community Development Block Grants (CDBG), Home Investment Partnership Assistance (HOME), Emergency Shelter Grants (ESG), Neighborhood Stabilization Programs (NSP), and certain grants awarded under HUD Notices of Funding Availability (NOFAs). The requirements for Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Responsibilities:

1. THE UGLG that receives community development or housing assistance covered by Section 3 has the responsibility to comply with Section 3 in its own operations. This responsibility includes:
 - a. Notifying Section 3 residents and businesses about jobs and contracts generated by Section 3 covered assistance so that residents may seek jobs and businesses may submit bids/proposals for available contracts;
 - b. Notifying potential contractors of the objectives of Section 3 and ways in which each contractor can assist the sub-recipient to meet its goal;
 - c. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns; and
 - d. Documenting the action that the sub-recipient takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any.
2. THE UGLG has a responsibility to “ensure compliance” of their contractors and subcontractors. This means that a sub-recipient must:
 - a. Notify contractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 Clause in contract documents.
 - b. Refrain from entering into contracts with contractors that are in violation of the regulations in 24 CFR Part 135.
 - c. Respond to complaints made to the recipient by Section 3 residents or business concerns that the sub-recipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.
 - d. Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that the sub-recipient’s contractors and subcontractors are not in compliance with the regulation of 24 CFR Part 135.

Goals:

All contractors undertaking Section 3 covered projects and activities are expected to meet the Section 3 requirements. To demonstrate compliance with the "greatest extent feasible" requirement of Section 3, contractors must meet the goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. To meet the goals, contractors must select Section 3 residents based

on the following priorities pursuant to § 135.34, 24 CFR Part 135:

First Priority - Residents of the development where the work is to be performed.

Second Priority - Other residents of the neighborhood where the work is to be performed.

Third Priority - Other residents of the neighborhood who are participants in HUD-Youthbuild or others federal, state, and local job programs being carried out in the city or county area.

Fourth Priority - Other persons from the project metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.

Employment:

All contractors will seek low- or very low-income persons residing in the property metropolitan area for 30% of all new hires. When applicable, the contractor must show evidence of seeking project residents for 15% of the new hires.

Eligibility for employment or contracting nothing in this policy shall be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot perform the contract.

Preference for Section 3 Business Concerns:

Preference shall be awarded to Section 3 Business Concerns according to the following system:

- A. Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.
- B. Where the Section 3 Covered Contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 Business Concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

Competitive Bids: Procurement by Sealed Bids (Invitations for Bids)

Preference in the award of Section 3 Covered Contracts that are awarded under a sealed bid process may be provided as follows:

Bids shall be solicited from all businesses (Section 3 Business Concerns, and non-Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking and with the lowest responsive bid if that bid—

1. Bids shall be solicited from all businesses (i.e. Section 3 Business Concerns and non-Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:

- A.) is within the maximum total contract price established in THE UGLG's budget for the specific project for which bids are being taken; and
- B.) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than \$100,000 10% of that bid or \$9,000 When the lowest responsive bid is:

- At least \$100,000, but less than \$200,000 9% of that bid or \$16,000 At least \$200,000, but less than \$300,000 8% of that bid or \$21,000
- At least \$300,000, but less than \$400,000 7% of that bid or \$24,000
- At least \$400,000, but less than \$500,000 6% of that bid or \$25,000 At least \$500,000, but less than \$1 million 5% of that bid or \$40,000 At least \$1 million, but less than \$2 million. . . . 4% of that bid or \$60,000 At least \$2 million, but less than \$4 million. . . . 3% of that bid or \$80,000 At least \$4 million, but less than \$7 million. . . . 2% of that bid or \$105,000
- \$7 million or more 1.5% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 Business Concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

3. In both paragraph 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

Compliance

HUD holds MEDC accountable for compliance with Section 3 requirements. In its written agreement with its housing partners, MEDC will site Section 3 obligations. When a housing partner is unable to meet Section 3 goals, MEDC will place the burden of proving compliance with Section 3 on the recipient.

The minimum numerical goal for employment is 30 percent of the aggregate number of new hires shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

The minimum goals for contracting are:

- Ten percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and
- Three percent of the total dollar amount of all non-construction Section 3 covered contracts, shall be awarded to Section 3 businesses.

Safe harbor and compliance determinations: In the absent of evidence to the contrary (i.e., evidence that efforts to the “greatest extent feasible” were not expended), if THE UGLG or contractor meets the minimum numerical goals shown above, the recipient or contractor is considered to have complied with Section 3 preference requirements.

THE UGLG will be expected to demonstrate why it was not feasible to meet the goals. At a minimum, if recipients of Section 3 Assistance are unable to meet their Section 3 training, hiring, and contracting goals, they should *sponsor or participate* in upward mobility programs, hire eligible residents in trainee positions with regard to training and employment, or form Section 3 joint ventures with various local employment agencies.

Data Collection and Reporting:

THE UGLG will collect and submit required Section 3 data and complete Section 3 reporting requirements.

Adopted _____ Passed by _____

Signed by _____ Title _____

Date _____ Attest _____

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

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

RESOLUTION NO. 2016-11

A RESOLUTION PROHIBITING AND MAKING UNLAWFUL DISCRIMINATION IN HOUSING AND/OR REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, CREED, NATIONAL ORIGIN, ANCESTRY, SEX, OR DISABILITY IN THE VILLAGE OF SPRING LAKE

WHEREAS, the Village of Spring Lake, Michigan desires to assure equal opportunity to all residents regardless of race, color, religion, creed, national origin or ancestry, sex, or disability, to live in decent, sanitary, and healthful living quarters; and,

WHEREAS, the 1963 Constitution of the State of Michigan provides as follows in Article I (Section 2) "...no person shall be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his civil or political rights or be discriminated against in the exercise thereof because of religion, race, color or national origin..." (Section 4) "...The civil and political rights, privileges and capacities of no person shall be diminished or enlarged on account of his religious belief..." (Section 9) "...Neither slavery, nor involuntary servitude unless for the punishment of crime, shall ever be tolerated in this state..." and,

WHEREAS, the Congress of the United States has provided that "it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States" and has established by law the following provisions:

"... it shall be unlawful:

- a. To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make available or deny, a dwelling to any person because of race, color, religion, sex, or national origin.
- b. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of race, color, religion, sex, or national origin ..."

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE COUNCIL OF THE VILLAGE OF SPRING LAKE, MICHIGAN, AS FOLLOWS:

SECTION 1. DECLARATION OF POLICY:

- a. In furthering the policy of the State of Michigan as expressed in its Constitution and other Laws; in order that the safety and general welfare, peace and health of all the inhabitants of the Village/City may be ensured, it is hereby declared the policy of the Village of Spring Lake, Michigan, to assure equal opportunity to all residents, regardless of race, color, religion, national origin or ancestry, sex, creed, or physical disability to live in decent, sanitary, healthful, standard living quarters.
- b. It is the policy of the Village of Spring Lake that no owner, lessee, sub-lessee, assignee, managing agent, or other person, firm or corporation having the right to sell, rent, lease (or otherwise control) any housing accommodation and/or real property within the Village/City, or any agent of these shall refuse to sell, rent, lease, or otherwise deny to or withhold from any person or group of persons such housing accommodations and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person or persons or discriminate against any person or persons because of race, color, religion, national origin or ancestry, sex, creed or disability in the conditions, terms, privileges of the sale, rental or lease of any housing accommodation and/or real property or in the furnishing of facilities and/or services in connection therewith.
- c. Relocation shall be carried out in a manner that will promote maximum choice within the community's total housing supply; lessen racial, ethnic, and economic concentrations; and facilitate desegregation and racially inclusive patterns of occupancy and use of public and private facilities.

SECTION 2. DEFINITIONS:

Unless a different meaning clearly appears from the context, the following terms shall have the meaning as described in this SECTION and as used in this Ordinance.

- a. **DISCRIMINATE** - The terms "discriminate" or "discrimination" mean any difference expressed in any way toward a person or persons in the terms of the sale, exchange, lease, rental or financing for housing accommodation and/or real property in regard to such sale, exchange, rental, lease or finance because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person.

- b. HOUSING ACCOMMODATION - The term “housing accommodation” includes any building, structure, or portion thereof which is used or occupied, maintained, arranged or designed to be used or occupied as a home, residence or sleeping place of one or more human beings, or any real estate so used, designed or intended for such use.
- c. REAL PROPERTY - The term “real property” means any real estate, vacant land, building, structure or housing accommodations within the corporate limits of the Village Spring Lake, Michigan.
- d. REAL ESTATE BROKER - The term “real estate broker” means any person, partnership, association, corporation and/or agent thereof, who for a fee or other valuable consideration offers, sells, purchases, exchanges or rents, or negotiates for the sale, purchase, exchange or rental of a housing accommodation and/or real property of another, or collects rental for the use of housing accommodation and/or real property of another.
- e. FINANCIAL INSTITUTION - The term “financial institution” means any person, institution or business entity of any kind which loans money to persons and receives as security for said loans a secured interest of any kind in the real property of the borrower.
- f. OWNER - An “owner” means any person/persons who hold legal or equitable title to, or own any beneficial interest in any real property or who hold legal or equitable title to shares of, or hold any beneficial interest in any real estate cooperative which owns any real property and/or housing accommodations.
- g. DECENT, SANITARY, HEALTHFUL STANDARD LIVING QUARTERS - “Decent, sanitary, healthful standard living quarters” is housing which is in sound, clean, and weather tight condition in conformance with applicable local, state, and national codes.

SECTION 3. PROHIBITED ACTS:

It shall be unlawful for any owner of real estate, lessee, sub-lessee, real estate broker or salesman, financial institution or employee of the financial institution, advertiser, or agent of any or all of the foregoing, to discriminate against any person or persons because of their race, color, religion, national origin or ancestry, sex, creed, or disability with regard to the sale, exchange or rental, or any dealing concerning any housing accommodation and/or real property.

In addition to the foregoing, it shall also be unlawful for any real estate broker or employee thereof, owner or other person, or financial institution dealing with housing or real property in the Village of Spring Lake, Michigan:

- a. To discriminate against any person in the availability of or the price, terms, conditions, or privileges of any kind relating to the sale, rental, lease, or occupancy of any housing accommodation or real property in the Village/City or in furnishing of any facilities or services in connection therewith.
- b. To publish or circulate, or cause to be published or circulated, any notice, statement or advertisement, or to announce a policy, or to use any form of application, for the purchase, lease, rental or financing of real property, or to make any record of inquiry in connection with the prospective purchase, rental or lease of such real estate, which expresses directly or indirectly any discrimination as to race, color, religion, national origin or ancestry, sex, creed or disability of any person.
- c. To discriminate in connection with lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation and/or real property.
- d. To solicit for sale, lease, or listing for the sale or lease, of any housing accommodation and/or real property on the grounds of loss of value because of the present or prospective entry into any neighborhood of any person or persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability.
- e. To distribute or cause to be distributed, written material or statements designed to induce any owner or any housing accommodation and/or real property to sell or lease his or her property because of any present or prospective change in the race, color, religion, national origin or ancestry, sex, creed, or disability of persons in the neighborhood.
- f. To make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any housing accommodation and/or real property for the purpose of inducing or attempting to induce the sale or listing for sale of any housing accommodation and/or real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability in the area will or may result in the lowering of property values in the block, neighborhood or area in which the property is located.

- g. For an owner to solicit any real estate broker to sell, rent or otherwise deal with such owner's housing accommodations and/or real property with any limitation on its sale based on race, color, religion, national origin or ancestry, sex, creed, or disability.
- h. For an owner to refuse to sell, rent, or otherwise deal with any housing accommodation and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of the proposed buyer or tenant.

SECTION 4. PENALTY:

Any person convicted of violating any of the provisions of this Ordinance shall be punished by a fine of not less than one hundred dollars (\$100.00) nor more than fifteen hundred dollars (\$1,500.00). Each day a violation continues shall constitute a separate violation. This Section shall in no way abrogate or impair the right of the Village Spring Lake, Michigan, to specifically enforce, by any legal means, any of the provisions of this Ordinance.

SECTION 5:

That all Ordinances and parts thereof in conflict herewith are expressly repealed and are of no other force and effect.

SECTION 6:

That it is the intention of the Village Council of the Village of Spring Lake, Michigan that this Ordinance and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. 2016-11 DECLARED ADOPTED.

Dated: October 17, 2016

Marvin Hinga, Clerk/Treasurer

Guideform Residential Antidisplacement and Relocation Plan under Section 104(d) of the Housing and Community Development Act of 1974, as amended.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the Village of Spring Lake will take the following steps to minimize the displacement of persons from their homes: *(The steps below are examples only, each jurisdiction must determine the actions it will take based on local needs and priorities).*

- A. Coordinate code enforcement with rehabilitation and housing assistance programs.
- B. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or tenants of multi-family buildings.
- C. Stage rehabilitation of apartment units to allow tenants to remain during and after rehabilitation by working with empty units or buildings first.
- D. Establish facilities to house persons who must be relocated temporarily during rehabilitation.
- E. Adopt public policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- F. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- G. Adopt tax assessment policies such as deferred tax payment plans to reduce impact or rapidly increasing assessments on low income owner occupants or tenants in revitalizing areas.
- H. Establish counseling centers to provide homeowners and renters with information on the assistance available to help them remain in their neighborhood in the face of revitalization pressures.

Relocation Assistance to Displaced Persons

The Village of Spring Lake will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

The Village of Spring Lake will replace all occupied and vacant occupiable low and moderate income dwelling units demolished or converted to a use other than as low and moderate income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.488 (c) in Subpart I.

Before entering into a contract committing the Village of Spring Lake to provide funds for an activity that will directly result in demolition or conversion the Village of Spring Lake will make public by publication in a newspaper of general circulation and submit to Grants Administration the following information in writing:

- A. A description of the proposed assisted activity;
- B. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low and moderate income dwelling units as a direct result of the assisted activities;
- C. A time schedule for the commencement and completion of the demolition or conversion;
- D. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the [jurisdiction] will identify the general location on an area map and the approximate number of dwellings units by size and provide information identifying the specific location and number of dwelling units by size as soon as it is available;
- E. The source of funding and a time schedule for the provision of the replacement dwelling units;
- F. The basis for concluding that each replacement dwelling unit will remain a low and moderate income dwelling unit for at least 10 years from the date of initial occupancy;
- G. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of lower income households in the jurisdiction.

Contacts

To the extent that the specific location of the replacement units and other data in items D-G are not available at the time of the general submission, the Village of Spring Lake will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

The Village Manager’s office (616.842.1393) is responsible for tracking the replacement of housing and ensuring that it is provided within the required period.

The Village Manager’s office (616.842.1393) is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in 570.488 (c), to any lower income person displaced by the demolition of any dwelling unit or the conversion of a low and moderate income dwelling unit to another use in connection with an assisted activity.

CONSUMERS ENERGY COMPANY 2016 TREE PLANTING AGREEMENT

Community Village of Spring Lake			Grantee's Contact Name Mary Paparella		
Address 102 W Savidge			Work Location Address if different		
City Spring Lake	State MI	Zip Code 49456	City	State	Zip Code
Contact Phone (8AM to 5PM) 616-842-1393			Email: mary@springlakevillage.org		

Consumers Energy Company agrees to pay the sum of **\$1,000.00** to the Grantee after successful completion of the tree planting project described below and on the Grant Application which is made a part hereof.

WORK DESCRIPTION

SPECIAL INSTRUCTIONS

GRANTEE ACKNOWLEDGES HAVING READ AND HEREBY ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THOSE PRINTED ON THE BACK OF THIS FORM AS WELL AS TERMS AND CONDITIONS SPECIFIED IN CONSUMERS ENERGY'S FORESTRY OPERATIONS 2016 COMMUNITY TREE PLANTING GRANT PROGRAM APPLICATION INFORMATION FORM ATTACHED HERETO AND MADE A PART HEREOF.

Grantee's Representative Signature

Date

Title

Return signed agreement to Michigan Forestry and Park Association by email at 2016cetreplantinggrants@gmail.com

1. Scope of Service:

Consumers Energy Company shall pay to the Grantee the amount shown on the front of this Tree Planting Agreement after successful completion of the tree planting work described herein and on the Grant Application attached hereto and made a part hereof.

2. Service Location, Risk and Delivery:

All Services will be performed on the Grantee's premises as specified on the front of this Tree Planting Agreement and on the attached Grant Application. With respect to Consumers Energy Company's recommended planting list; no trees categorized as "Medium Trees" will be planted within 20 feet of the centerline and no trees categorized as "Large Trees" will be planted within 40 feet of the centerline of any existing overhead electric distribution line energized at or below 15,000 volts phase to ground or 25,000 volts phase to phase. No trees will be planted within 80 feet of any line energized above 15,000 volts phase to ground or above 25,000 volts phase to phase.

3. Time for Performance:

Grantee must complete all work described in their Grant Application attached hereto by November 14, 2016. Failure to complete the work by November 14, 2016 will result in forfeiture of the grant award by Consumers Energy Company.

4. Warranty and Disclaimer:

Grantee warrants that any service performed under this contract shall be performed by properly skilled personnel in accordance with generally accepted standards for the services being performed. Without limiting any other remedy available to Consumers Energy, if any such nonconformance or defect appears the Grantee shall make any and all repairs or replacements necessary to remedy same at its sole expense and within a reasonable time after notification by Consumers Energy.

5. Indemnity:

The Grantee shall indemnify and hold Consumers Energy Company, its agents, employees, vendors and contractors including the Michigan Forestry & Park Association, Inc. harmless from and against, and shall at Consumers Energy Company's option undertake the defense of, any and all claims, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers Energy Company might sustain or incur or which might be asserted against Consumers Energy Company as a result of the services provided under this contract, whether based on warranty, contract, tort (including negligence), strict liability or otherwise. The provisions of this Section 5 shall survive the termination or expiration of this Agreement.

6. Limitation of Liability:

The total liability of Consumers Energy Company, its agents, employees, vendors and contractors including the Michigan Forestry & Park Association, Inc. with respect to any and all claims arising out of this contract including the performance of obligations in connection with the services hereunder, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed \$5,000 and shall in no event include incidental or consequential damages of any nature. This Limitation of Liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail their essential purpose.

7. Assignment and Subcontracting:

Any assignment of this contract or any part thereof by the Grantee without the previous written permission of Consumers Energy Company shall be void and of no effect.

8. Changes in Contract:

The terms of this contract shall not be changed, superseded or supplemented, except in writing signed by a duly authorized representative of Consumers Energy Company and by a duly authorized representative of Grantee.

9. Governing Law:

This contract shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. This Contract is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

10. Entire Agreement:

With respect to the subject matter hereof, this contract supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. No part of any purchase order, request for proposal or other document issued by the Grantee shall be binding upon Consumers Energy Company or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers Energy Company.

OCT 03 2016

Received

To: Spring Lake Village Council

Spring Lake, Mi. 49456

Thumbs down to the Spring Lake Village Council for allowing three historic homes on Savidge Street to be destroyed. All across the country small towns save such important architecture as part of the town's history. Please save the last one for a museum of Spring Lake's past.

Patricia Gray Atkins

Spring Lake, Mi.



Spring Lake District Library Calendar of Events October 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
	<p>Call 616.846.5770 or visit http://sllib.org for info on hours, services & programs</p>		<p>🎵 SLDL Friends "Fun Raiser" continues through Oct. 8 🎵</p>		<p><i>Reading Gives You Superpowers</i> Bookmark Contest for preschool-grade 8 Oct. 1- Oct. 22</p>	<p>1  Twitter.com/sldlibrary</p>
<p>2 Sunday hours 2-5 pm</p>	<p>3</p>	<p>4 7 pm Bedtime Storytime: <i>Meow!</i></p>	<p>5 10 am Toddler Time: <i>I Love My White Shoes</i> 10 am Digital Conversion Demo, pre-register 4-5 pm LEGO Block Party</p>	<p>6 10:30 am Preschool Storytime: <i>Bats & Cats</i> 6:30 pm SL Village Council & President Candidates Forum moderated by LWV</p>	<p>7 9:30-10:30 Talk with 89th District Rep. Price 10:30 am Preschool Storytime: <i>Bats & Cats</i></p>	<p>8 Make your \$5 donation today! Last day for SLDL Friends "Fun Raiser" 🎵</p>
<p>9 Sunday hours 2-5 pm Teen Read Week</p>	<p>10 7 pm Fall Photography with Dianne Carroll Burdick</p>	<p>11 7 pm Bedtime Story- time: <i>Nighttime Animals</i> 7 pm 89th District Rep. Candidates Forum moderated by GH Area LWV</p>	<p>12 9:30 or 10:45 am OAISD Play 'n Learn 2:30 pm Digital Conver- sion Demo; pre-register 4-5 pm Photo Scavenger Hunt for ages 10-18</p>	<p>13 10:30 am Preschool Storytime: <i>Fire Safety with SL Fire Dept.</i> 4-5 pm Full STEAM Ahead, ages 7-12</p>	<p>14 10:30 am Preschool Storytime: <i>Fire Safety with SL Fire Dept.</i></p>	<p>15  Facebook.com/ SpringLakeDistrictLibrary</p>
<p>16 National Friends of Libraries Week; thank a Friend for all they do! </p>	<p>17 3:30-7:30 pm Extreme Pumpkin Sculpting Demo 4-5 pm Pumpkin Painting for Kids; pumpkins & paints provided</p>	<p>18 10 am-Noon Flu/Pneumonia Vaccine Clinic 7 pm Bedtime Storytime: <i>Apples & Pumpkins</i></p>	<p>19 9:30 am OAISD Play 'n Learn ages 0-24 months 3:30-5 pm Teen 'Scape ages 10-18</p>	<p>20 10:30 am Preschool Storytime: <i>Pumpkin Patch</i> 2 pm Activities for People with Alzheimer's 4 pm SLDL Friends Book Club; all welcome</p>	<p>21 10:30 am Preschool Storytime: <i>Pumpkin Patch</i> 2 pm Family Movie: <i>Jungle Book</i>, PG 106 minutes</p>	<p>22 Last day to submit Bookmark Contest entries</p>
<p>23 Sunday hours 2-5 pm Music by the Fireplace: Folias Flute and Guitar Duo </p>	<p>24</p>	<p>25 7 pm Bedtime Storytime: <i>Happy Halloween</i></p>	<p>26 10 am Toddler Time: <i>5 Little Pumpkins</i> 7 pm "The Talking Dead" with author Kevin Scott Collier</p>	<p>27 10:30 am Preschool Storytime: <i>A Little Bit Spooky</i></p>	<p>28 10:30 am Preschool Storytime: <i>A Little Bit Spooky</i></p>	<p>29</p>
<p>30 Sunday hours 2-5 pm</p>	<p>31  Stop in for a treat 4-6 pm</p>		<p> Learn a language @ sllib.org</p>			<p> Instantly borrow free digital movies, music, eBooks & more!</p>

Library programs and events are photographed or recorded for publicity or promotional purposes of the Library. Persons attending these programs or events consent to the use of their photograph or recording unless they specifically notify Library staff of an objection to such use. No names will be used in conjunction with photographs or recordings without express written consent.



DRAFT MINUTES

Monday September 19, 2016
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Present: 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 58112-58203) in the amount of \$498,341.28.

B. Approved the minutes for the August 15, 2016 regular Council meeting.

C. Approved an Economic Development Contract with the Grand Haven/Spring Lake/Ferrysburg Chamber of Commerce for 2017-2019 in an amount not to exceed \$3,712.89 for the first year.

D. Approved a dock storage contract with Village Cove Marina for 2016-2021 for \$1,000 per year plus 20 boat ramp launch passes.

E. Approved an agreement with Lankamp Concrete to install 5 concrete patios at Tanglefoot Park for an amount not to exceed \$5,757.00.

F. Approved a contract with CSM Services LLC to clean Village Hall two times per week at an amount not to exceed \$7,245/year for the period 2016-2019.

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

Yes: 7

No: 0

6. General Business

A. Fall Tree Trimming and Maintenance

Subject: Each year, the Village performs tree maintenance throughout the Village. Three quotes were received for work to be performed this fall. It was the recommendation of DPW Foreman Ben VanHoeven that the general tree maintenance bid be awarded to Andy's Tree Service for an amount not to exceed \$8,125 and award the Central Park maintenance bid to Summit Tree Service for an amount of \$225/hour.

Manager **Burns** explained that Andy's Tree Service's bid did come in about \$1,600 more than JB Tree Service, however, it was the recommendation of DPW Foreman Ben **VanHoeven** that the bid be awarded to Andy's Tree Service based on past experience with restoration services that were provided taking into consideration black dirt, seed and citizen complaints **VanHoeven** would rather work with Andy's knowing that the product they would get would be at a higher quality. **Burns** also explained that the bid from Summit Tree Service came in at \$225/hour and JB Tree Service came in at \$75/hour for Central Park maintenance. **Burns** said she and **VanHoeven** felt they would get what they paid for from JB Tree Service at that low bid and they didn't feel they could take a chance on the trees in Central Park being butchered so Summit Tree Service was their recommendation.

Burns reported that a check had been received from Grand Haven Area Community Foundation and that Gary Verplank had very generously said he would grant the proceeds from the earnings of the fund he had established in Vicki Verplank's name to the Village which was slightly over \$6000. **Burns** said that these earnings would be used towards 2 grant applications, one going in to Consumers Energy and the other to the DNR with the remainder of the money going to tree maintenance. **Burns** said she expected this would be an annual contribution as long as the Village was doing things Mr. Verplank approved of and met his standards.

Motion by **Doss**, second from **Nauta**, to approve a tree maintenance bid from Andy's Tree Service for \$8,125.00.

Yes: 7

No: 0

Motion by **Doss**, second from **Nauta**, to approve a bid from Summit Tree Service for tree maintenance at Central Park for an amount of \$225/hour.

Yes: 7

No: 0

7. Department Reports

A. Village Manager – Burns explained that she had passed out the draft of the *Crosswinds* Newsletter which included a pictorial snapshot of the fiscal health of the Village that highlighted the last 4 years. **Burns** said she would like to have this mailed to residents before the end of the month when the absentee voter ballots went out, so if there were any changes or corrections to let her know as soon as possible.

B. Clerk/Treasurer/Finance Director

C. OCSO

D. Fire

E. 911

F. DPW (none included)

G. Water (none included)

H. Sewer

I. Minutes from Various Board & Committees

1. Parks & Recreation

2. DDA

8. Old Business and Reports by the Village Council - No old business at this time.

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 – there were no statements of citizens.

12. Adjournment

Motion by **Van Strate**, second from **TePastte**, Village Council adjourned the meeting at 7:20 p.m.

Yes: 7

No: 0

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk