

# Village of Spring Lake

## Council Work Session

January 11, 2016

7:00 p.m.

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

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

1	<p><b>7:00 p.m. – Request for Use of Central Park by SL Rotary (Snow Jam 2016)</b></p> <p>Snow Jam organizer Craig Cather will be in attendance to present the 2016 schedule. He is requesting use of Central Park on February 13, 2016 to host this annual event.</p>
2	<p><b>7:13 p.m. – Presentations Scheduled for the Regular Council Meeting</b></p> <p><b><u>Consumers Energy Tree Grant</u></b></p> <p>Consumers Energy awarded the Village with tree grant this year. Rich Houtteman will be in attendance to present the Village with a check.</p> <p><b><u>Spring Lake District Library's Annual Report</u></b></p> <p>Tom Cousineau and Ernie Petrus will be present to discuss the SLDL Annual Report.</p> <p><b><u>Rain Garden Maintenance</u></b></p> <p>Leslie Newman will be at the Council meeting on January 18<sup>th</sup> to do a presentation on the rain garden that is on the south side of the DPW building. The rain garden was installed a number of years ago with no long-term maintenance plan. Leslie would like Council to consider budgeting money for on-going maintenance of the garden.</p>
3	<p><b>7:14 p.m. – DDA Boundary Amendment</b></p> <p>Based on provisions in the State statute, Village Council can amend the boundaries of the DDA. In order to do so, Council will need to adopt a Resolution of Intent to Affirm Creation of the Authority (<i>attached</i>). Council will also need to schedule a public hearing concerning amendments to the boundaries for February 15, 2016.</p>
4	<p><b>7:16 p.m. – Waste Hauler Licensing</b></p>

This is the annual opportunity for the Village Council to approve the waste hauler rates. Such approval has been a pro forma matter in the past unless complaints are registered. This year, we once again received complaints that Kuerth customers did not get their trees picked up. Up until 2014, the Village paid the Jaycees \$500 to pick up trees for Kuerth customers, however, the Jaycees have since disbanded. Each year, the haulers rotate who performs Spring/Fall clean-up; in 2016 it is Waste Management's turn.

<b>Licensed Waste Haulers in the Village</b>			
	<b>Allied Waste 231-767-4451</b>	<b>Kuerth Disposal 800-332-3496</b>	<b>Waste Management 616-724-2148</b>
Trash Collection 90-96 Gallon Container	\$16.90/month	\$18.00/month	\$16.00/month
Curbside Recycling With Container Service	Included Biweekly	Included Weekly	\$5.00/month Weekly
Bag Service	\$1.50/bag + \$6.00/month admin	\$3.00/bag (75 bags/box)	\$2.50/bag + \$5.92/month admin
Curbside Recycling With Bag Service		\$3.00/month	
Yard Waste	\$10.00/month (bag) \$12.00/month (cart)	\$80.00/season	\$12.50/month + \$25 activation fee
Christmas Trees	Included	Not Offered	Included
Spring/Fall Clean-up	No Charge	No Charge	No Charge

**5 7:19 p.m. - Water Tower Lease**

Attached is the proposed amendment to Spring Lake Township's lease agreement with AT&T. They would like to extend the term of leasing space on the VanWagoner water tower. Gordon Gallagher requested Attorney Ron Bultje to review the agreement. This has happened, (several times over the last 4 months), and it is now in a format that is ready for formal consideration by each of municipality.

The specifics are:

- The current lease expires in 2020
- This agreement will extend the agreement for up to 3 additional 5 year terms (15 years total).
- The rent will be \$2,200/month and will increase by 10% at the beginning of each 5 year extension.

6	<p><b>7:21 p.m. – Consideration of 4<sup>th</sup> Amendment to the Sewer Authority Agreement</b></p> <p>As members of the Sewer Authority, the Village has a representative and an alternate who serve on the Board of Directors. As the agreement is currently written, the members must live within the district. Roger Belknap is the alternate for the Village and he lived within the district. With his departure, Clerk/Treasurer/Finance Director Marv Hinga would serve as the alternate, but Marv does not live within the district. Should this 4<sup>th</sup> Amendment pass, Marv could serve as the Village’s alternate on the Sewer Authority Board.</p>
7	<p><b>7:25 p.m. – Discussion Regarding DPW Director Position</b></p> <p>On Friday, January 8 the SLT/SLV Committee met to discuss what the future may hold for both the Village and Township DPW Director Positions. The outcome of the discussions will be shared with the Council at the work session.</p>
8	<p><b>7:55 p.m. – Consideration of Contract Extension for Planning &amp; Zoning Services with the City of Grand Haven</b></p> <p>The Village currently enjoys a contract with the City of Grand Haven for Planning and Zoning services. GH Planner Jennifer Howland works 4 hours a week for the Village of Spring Lake and SLT employee Lukas Hill serves as our Zoning Administrator 4 hours per week. The contract is due for renewal.</p>
9	<p><b>7:58 p.m. – Communications</b></p> <ul style="list-style-type: none"> <li>• DPW Compliment (Thomas “TJ” VanderWall)</li> <li>• Library Calendar (January)</li> <li>• Village Manager Calendars</li> </ul>
10	<p><b>7:59 p.m. - Minutes</b></p> <p>Minutes of the December 21, 2015 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to January 14, 2016.</p>

## JOIN THE ROTARY CLUB OF SPRING LAKE

for the fifth annual Snow Jam festival and Euchre tournament. On Friday, February 12<sup>th</sup>, try your hand at the first Snow Jam Euchre Tournament at the Elk's Hall in Grand Haven. Then on Saturday, February 13<sup>th</sup>, join us for our signature Snow Jam Festival at Spring Lake's Central Park.

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



## SPONSORSHIP LEVELS

### PLATINUM SPONSOR \$3,000

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

### GOLD SPONSOR \$1,500

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

### SILVER SPONSOR \$500

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

### PATRON \$100

- Name on website
- Name on patron placards

**PLEASE SUBMIT YOUR SPONSORSHIP BY  
JANUARY 8 TO ENSURE INCLUSION IN THE  
SNOW JAM MARKETING MATERIALS**

*A benefit for Spring Lake Rotary Club's Projects.*



*Creating positive, lasting changes in our community and around the world.*

**EUCHRE TOURNAMENT  
FEBRUARY 12  
SNOW JAM FESTIVAL  
FEBRUARY 13**

## SNOW JAM HIGHLIGHTS

Snow Jam weekend kicks off with the first Snow Jam Euchre Tournament on Friday night. Teams play six rounds to determine who will be crowned Euchre Champions. Prizes will be awarded to the top teams.

The rivalry continues as the Grand Haven Old Boys roll into Spring Lake for another epic hockey match. Players range in age from 18 into their 60's including a few who played college and pro hockey. Yes, these guys are serious! This is an event you don't want to miss.

Back by popular demand, Yard Sale Underwear is back to get the crowd back on their feet. The self-proclaimed kings of polyester pop & soul covers everything from "Sweet Caroline" to "Sexy Back." Dust off your (winter) dancing shoes and check these guys out.

Grab a cold beverage and try your luck in the Snow Jam Dart Tournament. This is a single elimination tournament for both singles and pairs. Trophies and prizes will be awarded to the top players.



## ACTIVITIES

Friday, February 12 : Euchre Tournament  
@ the Grand Haven Elks Lodge

**6:00 pm** Event Registration

**7:00 pm** Game Play Begins

**11:00 pm** Play Concludes

### REGISTRATION:

- \$40 per team in advance
- \$50 per team night of
- \$60 per team with 2 raffle tickets in advance
- \$70 per team with 2 raffle tickets night of

Saturday, February 13 : Snow Jam Festival  
@ Spring Lake's Central Park

**4:00 pm** Ice Skating & Sledding on  
Snow Mountain

**5:00 pm** Snow Jam Dart Tournament

**6:00 pm** Grand Haven vs. Spring Lake  
Old Boys Hockey Match

**7:00 pm** Live Music from  
Yard Sale Underwear

## ABOUT SNOW JAM

Snow Jam was started in 2012 to raise funds for Spring Lake Rotary's service initiatives. 100% of the proceeds from the event are invested toward projects that bring positive, lasting changes to our local community.

### FOR FURTHER INFORMATION, PLEASE CONTACT:

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

[www.rotarysnowjam.com](http://www.rotarysnowjam.com)



**VILLAGE OF SPRING LAKE  
RESOLUTION NO. 2016 - 01**

**RESOLUTION OF INTENT TO AMEND THE BOUNDARIES OF THE  
DOWNTOWN DISTRICT OF THE DOWNTOWN DEVELOPMENT AUTHORITY  
AND DESIGNATE A PUBLIC HEARING DATE**

At a meeting of the Village Council of the Village of Spring Lake, held in the Barber School, 102 W. Savidge Street, Spring Lake, Michigan 49456, on the 18<sup>th</sup> of January, 2016 at 7:00 p.m., the following Resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, on December 22, 1983, the Village Council of the Village of Spring Lake adopted Ordinance 153 establishing a Downtown Development Authority pursuant to Michigan Public Act 197 of 1975, as amended (the Downtown Development Authority Act), and established downtown district boundaries for the Downtown Development Authority; and

**WHEREAS**, the Village Council of the Village of Spring Lake subsequently adopted on May 3, 1993, a restated and amended Village of Spring Lake Development Plan and Tax Increment Financing Plan of the Spring Lake Development Authority, which plan was amended on June 16, 1997, December 17, 2002, October 17, 2005, and December 21, 2015; and

**WHEREAS**, the Downtown Development Authority has recommended the expansion of the downtown district boundaries; and

**WHEREAS**, Section 3(5) of the Downtown Development Authority Act provides that the governing body of a municipality may alter or amend the boundaries of the downtown district to include lands pursuant to the same requirements for adopting the ordinance creating the Authority; and

**WHEREAS**, the Village Council of the Village of Spring Lake hereby determines that it continues to be necessary and in the best interests of the public to halt property value deterioration and increase property tax valuation where possible in its business district, to eliminate the causes of that deterioration, and to promote economic growth in the business district.

**NOW, THEREFORE, BE IT RESOLVED** that the Village Council of the Village of Spring Lake hereby declares its intention to amend the boundaries of the downtown district of the Downtown Development Authority. The original district boundaries are shaded in white/yellow on the attached DDA Boundary Map. The boundaries

adopted pursuant to the Restated and Amended Plan are shaded in green on the attached DDA Boundary map. The proposed added boundaries are shaded in gold on the attached DDA Boundary Map. The proposed district boundaries, including the original boundaries and the amended boundaries are described on the attached Exhibits A and B which represent the "Village of Spring Lake DDA Boundary Expansion Description."

**BE IT FURTHER RESOLVED** that a public hearing on the adoption of a proposed ordinance amending the boundaries of the downtown district to add the lands described in the DDA Proposed Expansion shall be held in the Barber School, 102 W. Savidge Street, Spring Lake, Michigan 49456, on the 15<sup>th</sup> day of February, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard.

ROLL CALL VOTE:

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

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

ABSTAIN: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

The undersigned Clerk of the Village of Spring Lake hereby certifies that this Resolution was duly adopted by the Village of Spring Lake Council at a meeting held on the 18<sup>th</sup> day of January, 2016 pursuant to proper notice and compliance with Act No. 267 of the Public Acts of 1976.

\_\_\_\_\_  
Marvin Hinga  
Village Clerk, Village of Spring Lake

January 8, 2016

Mr. Dennis Furton  
Superintendent  
Spring Lake Public Schools  
345 Hammond Street  
Spring Lake, Michigan 49456

Mr. Joseph Baumann  
Ottawa County Board of Commissioners  
12220 Fillmore Street  
West Olive, Michigan 49460

Mr. John Nash  
Supervisor  
Spring Lake Township  
101 S. Buchanan Street  
Spring Lake, Michigan 49456

Mr. Peter Haines  
Superintendent  
Ottawa Area Intermediate School  
13565 Port Sheldon Road  
Holland, Michigan 49424

Ms. Brigit Hassig  
Executive Director  
North Ottawa Council on Aging  
d/b/a Four Pointes  
1051 S. Beacon Blvd.  
Grand Haven, Michigan 49417

Ms. Claire Sheridan  
Library Director  
Spring Lake District Library  
123 E. Exchange  
Spring Lake, Michigan 49456

Mr. Duane Leet  
President  
Tri-Cities Historical Museum  
200 Washington Avenue  
Grand Haven, Michigan 49417

**Re: 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**

Ladies and Gentlemen:

The Spring Lake Village Council is considering an Ordinance to amend the boundaries of the Downtown District of the Downtown Development Authority. The Downtown Development Authority Act, Michigan Act 197 of 1975, as amended, requires that the Spring Lake Village Council provide notice to the governing body of each taxing jurisdiction levying taxes that are

Mr. Dennis Furton  
Mr. Joseph Baumann  
Mr. Jon Nash  
Mr. Peter Haines  
Ms. Brigit Hassig  
Ms. Clare Sheridan  
Mr. Duane Leet

January 8, 2016  
Page 2 of 2

subject to capture by the Authority, of the public hearing concerning the proposed Ordinance. A copy of the Notice is enclosed.

The Village Council also offers to provide a reasonable opportunity for members of your Board to meet with representatives of the Village Council if they wish to discuss the proposed amended boundaries. At this time, the Village Council is considering approving a 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. The plan was originally approved by Council on December 22, 1983. The Council subsequently approved the a Restated and Amended Village of Spring Lake Development Plan and Tax Increment Financing Plan for the Spring Lake Downtown Development Authority Development Plan on May 3, 1993, and thereafter amended the plan in 1997, 2002, 2005 and 2015. The public hearing has been scheduled for February 15, 2016.

A copy of the proposed 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 is enclosed.

As you will note, the document provides for a modification of the boundaries of the Downtown District of the Downtown Development Authority. The original boundaries are shaded in gold on the attached DDA Boundary map. The proposed district boundaries, including the original boundaries and the amended boundaries are described on the attached Exhibits A and B, which represent the "Village of Spring Lake DDA Boundary Expansion Description."

If the members of your Board would like to meet with the members of the Village Council concerning this matter, please contact the undersigned. In addition, if there are any questions or concerns regarding the foregoing, please do not hesitate to advise.

Very truly yours,

VILLAGE OF SPRING LAKE

Christine Burns  
Village Manager

**VILLAGE OF SPRING LAKE DDA BOUNDARY  
EXPANSION DESCRIPTION**

# EXHIBIT A

Village of Spring Lake DDA Map  
Draft Date 07-09-2015



- Legend**
- Street Centerlines
  - Parcels
  - DDA Boundary**
  - DDA-1983
  - DDA-1992
  - DDA-2015
  - DDA-2015 ?

# EXHIBIT B

2015 Expanded TIFA District  
Base SEV

Parcel Number	Owner	Address	SEV
70-03-15-362-002	VERPLANK L J TRUST		\$17,700
70-03-15-364-003	GIRAUD C TRUST	408 W EXCHANGE ST	\$62,200
70-03-15-364-004	SWANSON NORMA J	205 S PARK ST	\$12,500
70-03-15-364-001	EXCHANGE HOLDINGS LLC	414 W EXCHANGE ST	\$32,000
70-03-15-364-002	EXCHANGE HOLDINGS LLC	410 W EXCHANGE ST	\$13,900
70-03-15-360-013	PB PROPERTIES LLC	406 W SAVIDGE ST	\$52,700
70-03-15-360-009	JAYNE DANIEL C-JUDY L	111 S PARK ST	\$45,200
70-03-15-360-007	PEEL BROTHERS LLC		\$23,300
70-03-15-360-008	PEEL BROTHERS LLC		\$25,200
70-03-15-360-005	PEEL BROTHERS LLC	112 S CUTLER ST	\$38,000
70-03-15-360-010	PIERSMA TIM J-DIANE E	117 S PARK ST	\$52,500
70-03-15-361-006	HODGE SHARON M TRUST	110 S PARK ST	\$40,900
70-03-15-361-008	STEIGENGA J-P-K/PAYNE J	116 S PARK ST	\$59,100
70-03-15-361-004	ESH JANICE-NAUTA STEPHEN J	107 S DIVISION ST	\$157,900
70-03-15-361-007	DOWNS DANIEL J	113 S DIVISION ST	\$35,600
70-03-15-361-005	OPTIMISTIC PROPERTIES	108 S PARK ST	\$53,100
70-03-15-361-009	WALKER ALEX	301 W EXCHANGE ST	\$44,200
70-03-15-359-010	WESCO INC	115 S CUTLER ST	\$173,200
70-03-16-450-009	KSV ACTION PROPERTIES LLC	708 LIBERTY ST	\$30,000
70-03-15-351-004	KSV ACTION PROPERTIES LLC	600 LIBERTY ST	\$42,500
70-03-16-447-003	BARRETT BOAT WORKS INC	213 MONARCH	\$108,400
70-03-15-384-001	CAIN JAMES-ROCHELLE	222 W EXCHANGE ST	\$86,100
70-03-15-381-017	JOHNSTON DONALD R-CHERYL	116 S DIVISION ST	\$57,500
70-03-15-381-011	BUCHNER REBECCA	108 S DIVISION ST	\$51,000
70-03-15-381-016	HODGE KAREN	112 S DIVISION ST	\$48,700
70-03-15-384-002	BELMAREZ RICHARD	218 W EXCHANGE ST	\$41,600
70-03-15-384-006	COOK GREGORY E-KRISTI J	202 W EXCHANGE ST	\$65,600
70-03-15-384-003	HUNT CHRISTINE M	214 W EXCHANGE ST	\$57,500
70-03-15-388-001	VANOFLEN THOMAS J-SALLY JO	206 W EXCHANGE ST #A	\$44,500
70-03-15-388-002	HOOGERHYDE MARK S	206 W EXCHANGE ST #B	\$41,800
70-03-15-388-003	DECKER JANAAN	206 W EXCHANGE ST #C	\$34,600
70-03-15-388-004	GEPHART DOLORES	206 W EXCHANGE ST #D	\$33,300
70-03-15-388-005	SUTTER ROGER-BARBARA	206 W EXCHANGE ST #E	\$33,300
70-03-15-388-006	POWERS ROBERT R-DEBORAH L	206 W EXCHANGE ST #F	\$34,600
70-03-15-378-008	SPRING LAKE VILLAGE		\$0
70-03-15-385-004	WINTERS JEFFERY-KARLA	114 W EXCHANGE ST	\$69,200
70-03-15-385-001	COOK MARY ELLEN-FLAHIVE SHERI	120 W EXCHANGE ST	\$46,600
70-03-15-385-005	GOLDBERG JERRY S	110 W EXCHANGE ST	\$58,700
70-03-15-385-006	SPRING LAKE VILLAGE	102 W EXCHANGE ST	\$0
70-03-15-385-003	SCHRIER NORMAN R	118 W EXCHANGE ST	\$58,200
70-03-15-385-007	SPRING LAKE VILLAGE	106 W EXCHANGE ST	\$0
70-03-15-383-020	SPRING LAKE TOWNSHIP	106 S BUCHANAN ST	\$0
70-03-15-386-004	OOSTING INC	102 E EXCHANGE ST	\$66,900

70-03-15-452-013	HARVEST BIBLE CHAPEL SPRING LAKE	112 CHURCH ST	\$0
70-03-15-452-022	CHALUPA KAREN J TRUST	115 PROSPECT ST	\$59,500
70-03-15-452-014	HARVEST BIBLE CHAPEL SPRING LAKE	118 CHURCH ST	\$0
70-03-15-452-015	HARVEST BIBLE CHAPEL SPRING LAKE	303 E EXCHANGE ST	\$0
70-03-15-452-027	THE PEOPLE CENTER INC	307 E EXCHANGE ST	\$0
70-03-15-452-019	CHALUPA CHRIS-KRUEGER SHAYLYNN	321 E EXCHANGE ST	\$59,400
70-03-15-452-026	LITTLE RED HOUSE INC	311 E EXCHANGE ST	\$0
70-03-14-375-019	CRODON LLC	110 S LAKE AVE	\$149,900
70-03-14-375-103	MILLER KERMIT R	120 S LAKE AVE	\$66,100
70-03-14-325-084	EAST END LLC	711 E SAVIDGE ST	\$17,100

NO INCREASE

WASTE HAULERS LICENSE APPLICATION

Name of applicant: Thomas J Yonker  
Business name: Arrowaste, Inc.  
Business street address: PO Box 828  
Business city, state, zip: Jenlson, MI 49429  
Business phone: 616-748-1955

Business Officers and Directors

Name	Address, City, State and Zip
1. <u>Thomas J Yonker</u>	<u>13 Old Tamarack Lane, Orland Park, IL 60462</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

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

Name	Address, City, State and Zip
1. <u>Thomas J Yonker</u>	<u>13 Old Tamarack Lane, Orland Park, IL 60462</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

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

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

Place where business is maintained:

Name	Address	City, State, Zip
Arrowaste, Inc.	1296 Chicago Dr.	Jenison, MI 49428

Proposed day(s) and hours of operation:

Monday through Friday: 8 a.m. - 5 p.m.

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

1. Arrowaste, Inc.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

If so, please provide full particulars:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Not applicable x

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

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary):

Residential

Container Size	Pickups per Week	Rate
1. We do not currently offer any residential service in the Village of Spring Lake		

Commercial and Industrial

	<u>Container Size</u>	<u>Pickups Per Week</u>	<u>Rate</u>
1.	Rates vary by container size, material, customer, location, frequency of service and special arrangements with individual customers. Below are some sample rates although they are subject to change at any time:		
2.	2 yd	1x / week	\$40 - \$55 / mo
3.	6 yd	1x / week	\$95 - \$115 / mo
4.	2 yd	2x / week	\$150 - \$170 / mo

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

<u>Make</u>	<u>Model</u>	<u>Vehicle Number</u>	<u>License Number</u>	<u>Packer Type</u>	<u>Capacity</u>
Autocar	FEL	#916	AC43087	Com FEL	30 cubic yards
Autocar	FEL	#935	BA18198	Com FEL	30 cubic yards

CERTIFICATIONS

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

Evidence: We have a fleet of vehicles which includes spare trucks that can be used in the event of equipment failure.

Reviewed by Village Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

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

Evidence: Please see attached Certificate of Insurance

Reviewed by Village Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature \_\_\_\_\_

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

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

Evidence: We currently utilize several disposal locations including Waste Management transfer station located in Muskegon, MI

Reviewed by Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

Evidence: Our Company name and phone number is listed on our truck(s)

Reviewed by Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

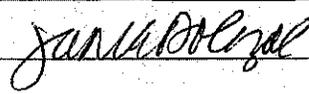
i) The applicant certifies that he is familiar with the Village Waste Hauling Ordinance and current Waste Hauling Resolution and shall abide by same at all times while licensed by the Village of Spring Lake.

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

Name of Company: Arrowaste, Inc.

Date: 1/4/2016

By: Jane Dolezal for Arrowaste, Inc.  
Title: \_\_\_\_\_



\*\*\*\*\*

Recommended for approval

Recommended for disapproval

Date: \_\_\_\_\_ Signature of Manager \_\_\_\_\_



(no increase)

WASTE HAULERS LICENSE APPLICATION

Name of applicant: Kuerth's Disposal, Inc  
 Business name: Wayne Kuerth  
 Business street address: 2621 Datsun Rd  
 Business city, state, zip: Twin Lake MI 49457  
 Business phone: 231-744-4967  
 Email: garbage@kuerthdisposal.com

Business Officers and Directors

	Name	Address, City, State and Zip
1.	Wayne Kuerth	2621 Datsun Rd Twin Lake MI 49457
2.	Cindy Kuerth	2621 Datsun Rd Twin Lake MI 49457
3.	Joe Kuerth	1884 Duff Rd Twin Lake MI 49457
4.		
5.		

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

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

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

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

Place where business is maintained:

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

Proposed day(s) and hours of operation:

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

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

1. Kuerth's Disposal, Inc
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

If so, please provide full particulars:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Not applicable

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

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary):

Residential

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

Commercial and Industrial

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

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

<u>Make</u>	<u>Model</u>	<u>Vehicle Number</u>	<u>License Number</u>	<u>Packer Type</u>	<u>Capacity</u>
#8	Int'l	Dump	1HTSCPELYNH440066	Side load	10yd
#11	Mack	Dump	1M2K795C72M005016	Rear load	31yd
#3	GMC	Dump	4V2HC FME8SN69	8542 Front load	40yd
#15	Mack	Dump	1M2K785C2KM005581	Front load	40yd

CERTIFICATIONS

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

Evidence: Attached list

Reviewed by Village Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

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

Evidence: Attached

Reviewed by Village Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature \_\_\_\_\_

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

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

Evidence: Attached

Reviewed by Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

Evidence: Attached

Reviewed by Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

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

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

Name of Company: Kuehn's Disposal, Inc  
Date: 12/29/2015 By: Wape Jentel Title: President

\*\*\*\*\*

Recommended for approval

Recommended for disapproval

Date: \_\_\_\_\_ Signature of Manager \_\_\_\_\_

## EQUIPMENT LIST

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

# Kuerth's Disposal, Inc.

## Rate Schedule

### Residential

\$18.00 monthly curb service with a 90 gallon cart

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

\$3.00 monthly recycle rate for fee per bag customers

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

### Commercial

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

\*\*\*\*\*  
Kent County-Recycling  
977 Wealthy St. SW  
Grand Rapids, MI 49503

Scale Ticket

Date: 12/16/2015  
Time: 12:29 PM

\*\*\*\*\*

Ticket #: 68207

Kuerth  
Vehicle: 16

Gross:	47160 lb
Tare:	31300 lb
-----	
Net:	15860 lb

Have a Great Day!

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

Waste In - Charge Scale Ticket

Ticket #:560804 Operator:BKN Date:12/29/2015  
Vehicle : 0717 KUERTH MACK #11

Customer : KUERTH KUERTH DISPOSAL  
Contract : 6A MUSKEGON COUNTY  
Material : RESCOUNTYA RESIDENTIAL COUNTY  
Source : MUSKEGON  
Location : Units : 8.02 TONS  
Time In : 13:00:25 Unit price: \$27.0000  
Time Out : 13:03:25 -----

Net Amount: \$ 216.54  
Gross Wt : 57100 State Fee : \$ 0.00  
Tare Wt : 41060 m Local Fee : \$ 0.00

Net Wt : 16040 Lb =====  
TOTAL DUE : \$ 216.54

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

GATES CLOSE PROMPTLY AT CLOSING TIMES



*Kuerth's Disposal*

Ph. 744-4967 or 1-800-332-3496

*Kuerth's*  
744-4967

744-4967



SDOT 1671763

Ph. 714-4967  
1-800-332-3496



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2015

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

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

<b>PRODUCER</b> Shoreline Insurance Agency Inc 875 W. Broadway Ave.  Muskegon MI 49441		<b>CONTACT NAME:</b> Felicia Bright <b>PHONE (A/C. No. Ext):</b> (231) 755-1919 <b>E-MAIL ADDRESS:</b> feliciab@shorelineagency.com <b>FAX (A/C. No):</b> (231) 755-8750															
<b>INSURED</b> Kuerth's Disposal & Recycling Inc. 2621 Dalson  Twin Lake MI 49457		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Acuity</td> <td>14184</td> </tr> <tr> <td>INSURER B Grand River Ins./National</td> <td>22608</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Acuity	14184	INSURER B Grand River Ins./National	22608	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A Acuity	14184																
INSURER B Grand River Ins./National	22608																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: CL15111113114

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	L50683	11/14/2015	11/14/2016	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Employment Practices Liability \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		L50683	11/14/2015	11/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist BI split limit \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$		L50683	11/14/2015	11/14/2016	EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A		WC5000014	11/10/2015	11/10/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Joseph Kuerth, and Wayne Kuerth are excluded on the workers comp. policy.

Village of Spring Lake is listed as additional insured in regards to the general liability.

**CERTIFICATE HOLDER**

Village of Spring Lake  
 102 West Savidge  
 Spring Lake, MI 49456

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D C Liebetreu/FELICI

*Donald K. Liebetreu*

© 1988-2014 ACORD CORPORATION. All rights reserved.

\* increase \$.40  
on 3 items

WASTE HAULERS LICENSE APPLICATION

Name of applicant: Republic Services  
Business name: Republic Services  
Business street address: 2611 Olthoff Drive  
Business city, state, zip: Muskegon, MI 49444  
Business phone: 231-767-4451

Business Officers and Directors

Name Address, City, State and Zip

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

Name Address, City, State and Zip

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

Address, City, State and Zip

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Place where business is maintained:

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

Proposed day(s) and hours of operation:

Monday - Friday 6am - 6pm

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

- Allied Waste Services
- Republic Services
- Sunset Waste
- 

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

If so, please provide full particulars:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes x No \_\_\_\_\_ Not applicable \_\_\_\_\_

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

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary):

Residential

<u>Container Size</u>	<u>Pickups per Week</u>	<u>Rate</u>
-----------------------	-------------------------	-------------

- See attachment
- 
- 
-

Commercial and Industrial

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

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

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

CERTIFICATIONS

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

Evidence: See attachment

Reviewed by Village Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

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

Evidence: See attachment

Reviewed by Village Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature \_\_\_\_\_

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

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

Evidence: See attachment

Reviewed by Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

Evidence: Information on all trucks

Reviewed by Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

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

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

Name of Company: Republic Services/Allied Waste Services

Date: 1/4/16

By: [Signature]  
Title: Division Manager

\*\*\*\*\*

Recommended for approval

Recommended for disapproval

Date: \_\_\_\_\_ Signature of Manager

1.	Customer provides container	1 pickup per week	\$14.90/month *
2.	Licensee provides 90-gallon cart	1 pickup per week	\$16.90/month *
3.	Bag service		\$1.50/bag
4.	Bag service administration fee	1 pickup per week	\$6.40/month *
5.	Yard waste bag collection	1 pickup per week	\$10.00/month
6.	Yard waste licensee provides 90-gallon cart	1 pickup per week	\$12.00/month
7.	Recycling service for trash service customers	1 pickup every other week	\$0

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

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

## VILLAGE OF SPRING LAKE VEHICLES

<u>TRUCK #</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN #</u>
2366	FL	2013	Autocar	ACX64	5VCACS6F4DH215975
2369	FL	2014	Autocar	ACX64	5VCACSUF5EH217514
2204	FL	2007	MACK	LE613	1M2AC08C37M014239
2345	FI	2001	Volvo	Dump	4V2HC6UEX1N324996



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/22/2015

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

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

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No,Ext): _____ FAX (A/C No,Ext): _____ E-MAIL ADDRESS:certificateteam@ccmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>INSURER A:</b> ACE American Insurance Company	22667
	<b>INSURER B:</b> Indemnity Insurance Company of NA	43575
	<b>INSURER C:</b> ACE Fire Underwriters	20702
	<b>INSURER D:</b> Illinois Union Insurance Company	27960
	<b>INSURER E:</b> National Liability & Fire Insurance Co	20052
	<b>INSURER F:</b> ACE Property & Casualty Insurance Co	20699

**COVERAGES**

CERTIFICATE NUMBER: 871273

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27394425	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H08857799	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48152351 - AOS WLR C48152363 - CA/MA SCF C48152375 - WI WCU C48152387 - OH XS TNS C48136254 - TX NS	06/30/2015 06/30/2015 06/30/2015 06/30/2015	06/30/2016 06/30/2016 06/30/2016 06/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Division Number: 4489 - Named Insured Includes: Allied Waste Systems, Inc. - Dba: Allied Waste Services of Muskegon - Republic Services of Muskegon

**CERTIFICATE HOLDER****CANCELLATION**

Village of Spring Lake 102 W. Savidge St. Spring Lake, MI 49456 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



## ADDITIONAL REMARKS SCHEDULE

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

**ADDITIONAL REMARKS**

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

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

**GENERAL LIABILITY:**

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

**AUTO LIABILITY:**

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

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48136254) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

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

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

NO INCREASE

WASTE HAULERS LICENSE APPLICATION

Name of applicant:

Waste Management Inc

Business name:

1668 Porter St

Business street address:

Grand Rapids MI 49519

Business city, state, zip:

616 724 2148

Business phone:

Email:

Business Officers and Directors

Name

Address, City, State and Zip

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

Name

Address, City, State and Zip

1. Public Company
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

Address, City, State and Zip

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Place where business is maintained:

Name

Address

City, State, Zip

Waste Management 1668 Porter St SW Grand Rapids MI 49519

Proposed day(s) and hours of operation:

M - F 6am - 5pm

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

1. Waste Management of MI Inc

2.

3.

4.

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

If so, please provide full particulars:

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

Yes  No \_\_\_ Not applicable \_\_\_

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

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary):

Residential

Container Size

Pickups per Week

Rate

1. Attached

2.

3.

4.

Commercial and Industrial

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

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

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

CERTIFICATIONS

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

Evidence: Attached

Reviewed by Village Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

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

Evidence: \_\_\_\_\_

Reviewed by Village Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature \_\_\_\_\_

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

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

Evidence: Autumn Hills RDF Zealand MI

Reviewed by Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

Evidence: Equipment Signage

Reviewed by Manager \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

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

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

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

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

\*\*\*\*\*

Recommended for approval

Recommended for disapproval

Date: \_\_\_\_\_ Signature of Manager

Residential	Monthly Rate	Service Code	Maintenance Fee	Service Code	Reactivation Fee	Activation Fee	Cost	Handling (Bags)	Limits	Limits			Svc Code	Fee
Seasonal (INL/DIL)				SSU	\$16.00	Fee applies to all Residential customers that reinstate (INL) their accounts after being temporarily suspended (DIL) for 3 months or more. Subscription residential accounts that are vacation status for 1 - month to less than 3 months are not subject to this fee. Franchise customers and HOA (Home Owner's Association) accounts are also exempt from this fee.								
64 Gal Toter	We no longer offer service with a 64-gallon toter. If an existing customer has a 64-gallon toter that needs to be replaced, please let the customer know that it may be replaced with a 96 gallon toter at no extra charge if the site no longer has any 64 gallon toters.													
96 Gal Toter	\$16.00	96T							+ 2 bags	Contents of cart	Included w/service			
2nd 96 Gal Toter	\$10.00	9AT								Contents of Cart only	Included w/service			
3rd 96 Gal Toter	\$10.00	9AT								Contents of Cart only	Included w/service			
Compost	\$12.50	96G				\$25.00			+ 5 paper bags	Contents of cart	Included w/service			
Budget Bag Service			\$5.92	RBG			10/\$25.00	\$4.95 up to 3 pkgs	Unlimited					
Activation Fee New business (NBO/NBL)	\$35.00	SRU	This is a one-time only charge that will be assessed to subscription residential customers establishing new service (NBO) with WM or reestablishing service with WM after a move (NBL)											
Recycling	\$5.00	RBN / MOR							\$5/ month for each bin used.					Included w/service
Additional Recycling	\$5.00	RBN / MOR												Included w/service
Service Area Comments:	Check MAS for correct service day.													
	Served by 665. Bulk pick up service available for an additional fee.													

# VILLAGE OF SPRING LAKE TRUCKS 2016

## WASTE MANAGEMENT OF MI INC

361490	VOLVO	WXLL64	AC73427	4V2HC2UEXYN257657
310311	INTL	4100	AC73428	3HTMWAFK67N540553
361861	MACK	LE613	AB11404	1M2AC07C32M006121
361914	MACK	LE613	AC78285	1M2AC07C02M006299
209972	MACK	MRU613	AC67241	1M2AVO2C69M005184
208784	MACK	MR688X	AB11368	1M2K195C57M036777
361973	MACK	LE613	AC60217	1M2AC07C12M006232
210502	MACK	MRU613	AB69070	1M2AV02C3BM007304
414392	FRTLINER		BA41353	1FVMC5DV8FHGN7898

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

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

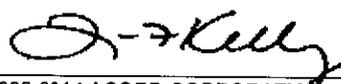
PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF MICHIGAN 1668 PORTER WYOMING MI 49509	INSURER A:	ACE American Insurance Company 22667
	INSURER B:	Indemnity Insurance Co of North America 43575
	INSURER C:	ACE Property & Casualty Insurance Co 20699
	INSURER D:	ACE Fire Underwriters Insurance Company 20702
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12117927 REVISION NUMBER: XXXXXXXX

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

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

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

CERTIFICATE HOLDER  12117927  VILLAGE OF SPRING LAKE 102 W. SAVIDGE SPRING LAKE MI 49456	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



**WASTE MANAGEMENT INC.**

1668 Porter St SW  
Grand Rapids MI 49509

**ITEMS NOT ACCEPTED DURING CLEANUPS:**

Insecticides, oil, gas, propane tanks, antifreeze, concrete, gravel, dirt, sod, rocks, stones, stumps, any Car parts, car batteries, riding mowers, cement (even if attached to something), bricks, roofing, Shingles, pain cans with paint still in the can, similar items are NOT acceptable.

Whole tires are not acceptable to collect as trash in Michigan landfills. Please advise the residents to check with a local tire store or department of Public Works for disposal options. If a resident inquires, about cutting a tire advise them that you first recommend they call a retail establishment that sells tires because cutting a tire in half is difficult and a potentially dangerous process. Tires cut in half MAXIMUM 4 halves per pick up or 2 tires.

Operations Department  
Waste Management GR MI

Cell Site No.: GRANMI5522  
Cell Site Name: SPRING LAKE NORTH WT  
Fixed Asset No.: 10124901  
Market: MI / IN  
Address: 16213 Van Wagoner Road

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the **Township of Spring Lake**, a Michigan general law township, having a mailing address of 101 South Buchanan Street, Spring Lake, MI 49456; the **City of Ferrysburg**, a Michigan home rule city, having a mailing address of P.O. Box 38, Ferrysburg, MI 49409; the **Village of Spring Lake**, a Michigan home rule village, having a mailing address of 102 West Savidge Street, Spring Lake, MI 49456; and the **County of Ottawa**, a Michigan county corporation, having a mailing address of P.O. Box 739, Grand Haven, MI 49417 (hereinafter referred to collectively, as “**Lessor**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “**Lessee**”).

**WHEREAS**, Lessor and Lessee’s predecessor-in-interest entered into a Lease Agreement dated June 1, 2000, as amended by that certain First Amendment to Lease Agreement dated March 24, 2009, and as amended by that certain Second Amendment to Lease Agreement dated July 9, 2012(hereinafter, collectively, the “**Agreement**”), whereby Lessor leased to Lessee certain Leased Premises, therein described, that are a portion of the Property located at 16213 Van Wagoner Road, Spring Lake, MI; and

**WHEREAS**, the term of the Agreement will expire on May 31, 2020, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to adjust the Base Rent in conjunction with the modifications to the Agreement contained herein; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

**WHEREAS**, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee

Cell Site No.: GRANMI5522  
Cell Site Name: SPRING LAKE NORTH WT  
Fixed Asset No.: 10124901  
Market: MI / IN  
Address: 16213 Van Wagoner Road

agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The current Renewal Term of the Agreement shall expire on May 31, 2020 . The Agreement will automatically renew, commencing on June 1, 2020, for up to three (3) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Renewal Term**" and each such Additional Renewal Term shall be considered a Renewal Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The Initial Term, the Renewal Terms and the Additional Renewal Term(s) are collectively referred to as the Term ("**Term**").

2. **Base Rent.** Commencing on June 1, 2020, the current Base Rent payable under the Agreement shall be Two Thousand Two Hundred and No/100 Dollars (\$2,200.00) per month and shall continue during the Term, subject to adjustment as provided herein. Section 3.03 of the Agreement shall be amended to provide that Base Rent shall be adjusted as follows: commencing on June 1, 2025, and each Additional Renewal Term exercised thereafter, the monthly Base Rent will increase by ten percent (10%) over the Base Rent paid during the previous Term.

3. **Emergency 911 Service.** In the future, without the payment of additional Base Rent, or any other consideration, and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

5. **Acknowledgement.** Lessor acknowledges that: 1) this Third Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Third Amendment and the underlying Agreement and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Third Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

Cell Site No.: GRANMI5522  
Cell Site Name: SPRING LAKE NORTH WT  
Fixed Asset No.: 10124901  
Market: MI / IN  
Address: 16213 Van Wagoner Road

6. **Notices.** Section 12.10 of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: GRANMI5522  
Cell Site Name: Spring Lake North WT (MI); Fixed Asset No.: 10124901  
575 Morosgo Drive NE  
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: GRANMI5522  
Cell Site Name: Spring Lake North WT (MI); Fixed Asset No.: 10124901  
208 S. Akard Street  
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Lessor:

Township of Spring Lake  
101 South Buchanan Street  
Spring Lake, MI 49456

With copies to:

City of Ferrysburg  
P.O. Box 38  
Ferrysburg, MI 49409

Village of Spring Lake  
102 West Savidge Street  
Spring Lake, MI 49456

Cell Site No.: GRANMI5522  
Cell Site Name: SPRING LAKE NORTH WT  
Fixed Asset No.: 10124901  
Market: MI / IN  
Address: 16213 Van Wagoner Road

County of Ottawa  
P.O. Box 739  
Grand Haven, MI 49417

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

7. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: GRANMI5522  
Cell Site Name: SPRING LAKE NORTH WT  
Fixed Asset No.: 10124901  
Market: MI / IN  
Address: 16213 Van Wagoner Road

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment on the dates set forth below.

LESSEE:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**FOURTH AMENDMENT TO THE  
RESTATED ARTICLES OF INCORPORATION  
OF THE GRAND HAVEN-SPRING LAKE  
SEWER AUTHORITY**

This Amendment to the Restated Articles of Incorporation of the Grand Haven-Spring Lake Sewer Authority is adopted by the City of Grand Haven, a municipal corporation of Ottawa County, Michigan; the Village of Spring Lake, a municipal corporation of Ottawa County, Michigan; the City of Ferrysburg, a municipal corporation of Ottawa County, Michigan; the Township of Spring Lake, a municipal corporation of Ottawa County, Michigan; and the Township of Grand Haven, a municipal corporation of Ottawa County, Michigan, for the purpose of amending the Restated Articles of Incorporation of the Grand Haven-Spring Lake Sewer Authority, previously adopted in August and September, 1982, and amended with a First Amendment adopted in July and August, 1986, a Second Amendment adopted in February and March, 1988, and a Third Amendment adopted in July and August, 1989.

1. Article VII, Governing Board, shall be amended to provide in its entirety as follows:

**"ARTICLE VII  
GOVERNING BOARD**

The Authority shall be directed and governed by a Board of Trustees, hereinafter sometimes referred to as the "Board." The Board shall be composed of two (2) Trustees from the City of Grand Haven, two (2) Trustees from the Village of Spring Lake, one (1) Trustee from the Township of Spring Lake, one (1) Trustee from the City of Ferrysburg, one (1) Trustee from the Township of Grand Haven, one (1) Trustee designated by the Ottawa County Road Commission, and one (1) Trustee at large elected by majority vote of the Trustees from the five (5) constituent municipalities. Each municipality shall appoint an alternate Trustee for each of its appointed Trustee(s). The Ottawa County Road Commission shall also appoint an alternate Trustee for its appointed Trustee. An alternate Trustee at-large shall be elected by a majority vote of the Trustees from the five (5) constituent municipalities. An alternate Trustee shall serve in the temporary absence or disability of an appointed Trustee and shall have the same powers and authority while serving that are possessed by the appointed Trustee. The appointed Trustees of the constituent municipalities shall be electors of the respective appointing constituent municipalities and may, but need not, be members of the legislative bodies of the constituent municipalities. Alternate Trustees shall be electors of the respective appointing constituent municipalities, or they shall either be employed by or be officers of the appointing constituent municipalities. The at-large Trustee and the at-large alternate Trustee shall be electors of the area included in the Authority. The appointed Trustees of the constituent municipalities and their alternates shall serve at the pleasure of the legislative bodies of the respective appointing constituent municipalities. The appointed Trustee of the Ottawa County Road Commission and the alternate Road Commission Trustee shall serve at the pleasure of the Board of County Road

Commissioners. The at-large Trustee and the at-large alternate Trustee shall serve for terms of two (2) years each, commencing on the date of appointment. Each Trustee shall qualify by taking the constitutional oath of office and filing the same with the City Clerk for the City of Grand Haven, 519 Washington Street, Grand Haven, Michigan. The at-large Trustee or the at-large alternate Trustee can be removed from the Board of Trustees at any time for cause by action of each of the legislative bodies of the five (5) constituent municipalities. No appointment of a Trustee to the Board of Trustees shall be deemed to be invalid because it was not made within the time specified by these Articles of Incorporation.

The members of the Board of Trustees and such officers thereof who are also members of the Board of Trustees shall be paid no compensation or per diem fee for their services; provided, however, that the Board may authorize the payment of the actual expenditures of any member or officer incurred in connection with the business of the Authority."

2. All of the other Articles, sections, and provisions of the Restated Articles of Incorporation of the Grand Haven-Spring Lake Sewer Authority, as amended by the First, Second, and Third Amendments thereto referenced above, are hereby ratified and affirmed.

This Fourth Amendment to the Restated Articles of Incorporation of the Grand Haven-Spring Lake Sewer Authority has been adopted by the City of Grand Haven, the Village of Spring Lake, the City of Ferrysburg, the Township of Spring Lake, and the Township of Grand Haven as hereinafter set forth in the following endorsements, and in witness thereof, the Mayor and Clerk of the City of Grand Haven, the President and Clerk of the Village of Spring Lake, the Mayor and Clerk of the City of Ferrysburg, the Supervisor and Clerk of the Township of Spring Lake, and the Supervisor and Clerk of the Township of Grand Haven have endorsed thereon the statement of such adoption.

The foregoing Fourth Amendment to the Restated Articles of Incorporation of the Grand Haven-Spring Lake Sewer Authority was adopted by the City of Grand Haven of Ottawa County, Michigan, at a meeting duly held on the \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Geri McCaleb,  
Mayor of the City of Grand Haven

\_\_\_\_\_  
Linda Browand,  
Clerk of the City of Grand Haven

The foregoing Fourth Amendment to the Restated Articles of Incorporation of the Grand Haven-Spring Lake Sewer Authority was adopted by the Village of Spring Lake of Ottawa County, Michigan, at a meeting duly held on the \_\_\_ day of \_\_\_\_\_, 2015.

---

Jim MacLachlan,  
President of the Village of Spring Lake

---

Marv Hinga,  
Clerk of the Village of Spring Lake

The foregoing Fourth Amendment to the Restated Articles of Incorporation of the Grand Haven-Spring Lake Sewer Authority was adopted by the City of Ferrysburg of Ottawa County, Michigan, at a meeting duly held on the \_\_\_ day of \_\_\_\_\_, 2015.

---

Dan Ruiter,  
Mayor of the City of Ferrysburg

---

Debbie Wierenga,  
Clerk of the City of Ferrysburg

The foregoing Fourth Amendment to the Restated Articles of Incorporation of the Grand Haven-Spring Lake Sewer Authority was adopted by the Township of Spring Lake of Ottawa County, Michigan, at a meeting duly held on the \_\_\_ day of \_\_\_\_\_, 2015.

---

John Nash,  
Supervisor of the Township of Spring Lake

---

H. Carolyn Boersma,  
Clerk of the Township of Spring Lake

The foregoing Fourth Amendment to the Restated Articles of Incorporation of the Grand Haven-Spring Lake Sewer Authority was adopted by the Township of Grand Haven of Ottawa County, Michigan, at a meeting duly held on the \_\_\_ day of \_\_\_\_\_, 2015.

Karl French,  
Supervisor of the Township of Grand Haven

---

Laurie Larsen,  
Clerk of the Township of Grand Haven

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated for reference purposes, this \_\_\_\_ day of \_\_\_\_\_, 2015, (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: \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated for reference purposes, this \_\_\_\_ day of \_\_\_\_\_, 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 Village~~ will ~~sub~~-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 \$~~16,50030,000~~ 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, 201~~63~~ to December 31 201~~63~~. Agreement may be extended for up to three consecutive one year periods upon written confirmation by City and Village Managers.

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: \_\_\_\_\_

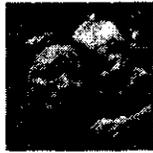
Its: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_



**Kelli Blanchard** ▸ **Grand Haven Informed**

Thomas "TJ" VanderWall

2 hrs ·

Thank you to the young man that was clearing the sidewalk on River (SL) yesterday. My 16 month old was so happy when he saw you smile and wave to him. Not only did he get to see a tractor, he got to make a new "friend." He kept going back to the window all day, I assume looking for you.

Sometimes people forget how much a simple smile and wave can brighten someone else's day (even if it was a young toddler). Thank you.

152 Likes 5 Comments



# Spring Lake District Library Calendar of Events January 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>Questions about library services or programs?</p> <p>Call 616.846.5770 or visit <a href="http://sllib.org">sllib.org</a></p>		<p>Digital Media Lab: Green screen Photoshop GarageBand iMac &amp; more!</p>	<p> Music, movies &amp; more online &amp; mobile</p>		<p>1  Library closed</p>	<p>2 <i>Blizzard of Books</i> Read books, Earn prizes Jan. 4 - March 12</p> <p>Sponsored by SLDL Friends</p>
<p>3 Sunday hours 2-5 pm</p>	<p>4 10 am SLDL Friends; newcomers welcome</p>	<p>5 7 pm Bedtime Storytime: <i>Happy Moo Year!</i></p>	<p>6 10 am Toddler Time: <i>Bark, George</i></p> <p>4-5 pm LEGO Block Party</p>	<p>7 10:30 am Preschool Storytime: <i>Construction Zone</i></p>	<p>8 9:30-10:30 am Talk with 89th District Rep. <i>Amanda Price</i> 10:30 am Preschool Storytime: <i>Construction Zone</i></p>	<p>9</p>
<p>10 Sunday hours 2-5 pm</p>	<p>11</p>	<p>12 7 pm Bedtime Storytime: <i>Peek a Boo</i></p> <p>7 pm Winter Photog- raphy: Tips &amp; Techniques from Judge Ed Post</p>	<p>13 9:30 or 10:45 OAISD Play 'n Learn ages 0-5</p> <p>2:30 pm Digital Conversion Demo; pre- registration required</p>	<p>14 10:30 am Preschool Storytime: <i>Working Together</i></p> <p>4-5 pm Full STEAM Ahead ages 7-12</p>	<p>15 10:30 am Preschool Storytime: <i>Working Together</i></p>	<p>16</p> 
<p>17 Sunday hours 2-5 pm</p> <p>3-4 pm Music by the Fireplace featuring duo Wyatt &amp; Shari Knapp</p> 	<p>18</p>	<p>19 7 pm Bedtime Storytime: <i>Arctic Animals</i></p> <p>7 pm The Roosevelts: 3 Part Series. <i>Theodore Roosevelt, Uncomfortable Retirement</i></p>	<p>20 9:30am OAISD Play 'n Learn ages 0-24 months</p> <p>10 am Intro to Pho- toshop Elements; pre- registration required</p> <p>3:30-5 pm Teen 'Scape ages 10-18</p>	<p>21 10:30 am Preschool Storytime: <i>Snowballs</i></p> <p>2 pm Activities for People with Alzheimer's</p> <p>4 pm SLDL Friends Book Club</p>	<p>22 10:30 am Preschool Storytime: <i>Snowballs</i></p> <p>2:30 pm Apps for iPads &amp; Androids; pre- registration required</p>	<p>23</p>
<p>24 Sunday hours 2-5 pm</p>	<p>25 6:30 pm <i>Station Eleven</i> Foods of the Apocalypse; pre-registration re- quired. Part 1 of 3 in Thrive. . . Don't Just Survive Series</p>	<p>26 10 am-2pm Help with ACA Health Insurance Enrollment</p> <p>7 pm Bedtime Storytime: <i>Jump Around</i></p>	<p>27 10 am Toddler Time: <i>Beep Beep!</i></p>	<p>28 10:30 am Preschool Storytime: <i>Let's Dance</i></p>	<p>29 10:30 am Preschool Storytime: <i>Let's Dance</i></p>	<p>30 Follow us on Twitter <a href="http://Twitter.com/sldlibrary">Twitter.com/sldlibrary</a></p> 
<p>31 Sunday hours 2-5 pm</p>	 <p>Michigan Humanities Council <i>our stories, our lives</i></p>	<p>Great Michigan Read <i>Station Eleven</i> available in Book Club in a Bag</p>				<p>Like us on Facebook <a href="http://Facebook.com/SpringLakeDistrictLibrary">Facebook.com/ SpringLakeDistrictLibrary</a></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.

# January 2016

January 2016							February 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29					
31													

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>Dec 27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>Jan 1, 16</b>	<b>2</b>
12/27 - 1/1						Vacation (Florida)	
	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
1/3 - 8		9:00am 9:30am Mill Point Place Stormwa 11:30am 12:00pm DPW 4:00pm 5:00pm DPW ( 7:00pm 8:30pm Parks	3:30pm 4:00pm Meals for a Week (Little Lakers) 5:30pm 7:00pm Work Out (Aquatic Center)	11:00am 12:00pm DPW Sucession Plan (SLV) 12:00pm 1:30pm Roger 2:00pm 3:00pm Best FC 2:00pm 3:00pm Village	8:30am 9:30am Meeting w/Gary Rosema & Gordon G 2:00pm 3:00pm Agenda Preparation	8:00am 9:00am SLT/SL 11:00am 11:30am Cent 12:00pm 1:30pm Rotar 2:00pm 4:00pm Ron & 5:00pm 6:00pm Work	
	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
1/10 - 15		7:00pm 9:00pm Council Work Session (Village Hall)	8:00am 9:30am Economic Developm 10:00am 11:00am DPW 12:00pm 1:00pm Villag 7:00pm 8:30pm ZBA M	3:00am 3:30am Canceled: Public En 7:00am 8:00am work o 8:00am 9:00am Public 2:00pm 3:00pm Village	7:30am 8:30am CBDDA (SLVH EOC) - Christine Burns	12:00pm 1:30pm Rotary Lunch (SLCC)	Maryann Fonkert's Birt
	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>
1/17 - 22	Ben VanHoeven's Birt	8:30am 9:30am Agenda (SLVH) - Christine Bu 2:30pm 3:30pm Brew Community Tailgate 7:00pm 9:00pm Council	9:00am 9:30am Post Council Wrap Up (SLVH) - Christine Bu 2:00pm 3:00pm Phragmites Meeting	8:00am 9:00am Breakfast (Village Ba 12:00pm 1:00pm WMLGA Luncheon ( 2:00pm 3:00pm Village	7:00am 8:00am work out (Aquatic Center) - Christine Burns	12:00pm 1:30pm Rotary Lunch (SLCC)	10:00am 5:00pm Retail Therapy (Rivertown Mall) - Christine Burns
	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>
1/24 - 29	1:00pm 4:00pm Party (Barber School) - Christine Burns	8:15am 9:45am Dr. Peoples (Spectrum - 3800 Lake Michigan )	11:30am 1:00pm Chamber Board Meeting (Chamber C 7:00pm 9:00pm Planning Commissio	7:00am 8:00am work out (Aquatic Center) - Christine Burns 5:30pm 7:00pm Harbor Transit Meeting (GH	7:30am 9:00am Economic Forecast (George Eracheck) ( 3:00pm 4:00pm Gysen Hearing (GH Courth		8:00am 11:30am Strategic Planning Session (Barber School) - Christine Burns
	<b>31</b>	<b>Feb 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1/31 - 2/5							

# February 2016

February 2016							March 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13	6	7	8	9	10	11	12
14	15	16	17	18	19	20	13	14	15	16	17	18	19
21	22	23	24	25	26	27	20	21	22	23	24	25	26
28	29						27	28	29	30	31		

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>Jan 31</b>	<b>Feb 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Jan 31 - Feb 6		2:30pm 3:30pm Brew Community Tailgate Committee Meeting 7:00pm 8:30pm Parks & Recreation Meeting (EOC) - Chri	MLGMA Winter Institute (Doubletree Hotel - Port Huron)				
	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
Feb 7 - 13		7:00pm 9:00pm Council Work Session (Village Hall)	9:00am 10:00am TCAN (GHACF) 7:00pm 8:30pm ZBA Meeting (Barber School)	9:00am 9:30am Bid Opening - Central Park (SLVH) - Christi 2:00pm 3:00pm Village Plan Group Meeting (Village Hall) - Lukas	7:30am 8:30am CBDDA (SLVH EOC) - Christine Burns 3:30pm 5:00pm SLT/SLV Meeting (Upstairs Conference)	12:00pm 1:30pm Rotary Lunch (SLCC)	6:00pm 9:00pm Snow Jam (SL Central Park) - Christine Burns
	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
Feb 14 - 20		7:00pm 9:00pm Council Meeting (Barber School)	9:00am 9:30am Post Council Wrap Up (SLVH) - Christine Burns	8:30am 9:30am Sewer Authority (GHCH) 9:30am 10:30am NOWS (GHCH) 12:00pm 1:00pm WML 2:00pm 3:00pm Village		12:00pm 1:30pm Rotary Lunch (SLCC)	11:00am 2:00pm Evelyynn & Eloise's Birthday Party (8221 Fulmer Rd, Millington) - Christine Burns
	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>
Feb 21 - 27			11:30am 1:00pm Chamber Board Meeting (Chamber C) 7:00pm 9:00pm Planning Commission Meetin	2:00pm 3:00pm Village Plan Group Meeting (Village Hall) - Lukas Hill		12:00pm 1:30pm Rotary Lunch (SLCC)	
	<b>28</b>	<b>29</b>	<b>Mar 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Feb 28 - Mar 5							

**DRAFT MINUTES**

Monday December 21, 2015  
7:00 P.M., Barber School  
102 West Exchange Street  
Spring Lake, Michigan

**1. Call to Order**

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

**2. Pledge of Allegiance**

**3. Roll Call**

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

**Absent:** None

**4. Approval of the Agenda**

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

Yes: 6                      No: 0

**5. Consent Agenda**

- A. Approved the payment of the bills (checks numbered 57283-57388) in the amount of \$307,162.40.
- B. Approved the minutes for the November 16, 2015 regular Council meeting.
- C. Approved SCADA upgrades by Jack Dykstra Excavating for five sewer lift stations in an amount not to exceed \$22,000.
- D. Approved engineering costs for SCADA upgrades by Moore & Bruggink for five sewer lift stations in an amount not to exceed \$6,000.
- E. Approved budget amendments for fiscal year 2015/2016.
- F. Approved a strategic planning/goal setting meeting on January 30, 2016 utilizing the services of Al Vanderberg and Keith VanBeek from Ottawa County.

- G. Approved the proposed 2016 meeting schedule.
- H. Approved an agreement with the Grand Haven Area Community Foundation to manage funds for the Whistle Stop Playground Capital Campaign.
- I. Approved the use of Barber School by Theresa Lahring pending receipt of an insurance waiver.

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

Yes: 6                      No: 0

## 6. General Business

### A. Presentation to Outgoing Council Member Bill Meyers

Council Member Bill Meyers tendered his resignation from Council. It was fitting that he be recognized for his service to the Village of Spring Lake. State Representative Amanda Price was not able to attend on behalf of Senate Majority Leader Arlan Meekhof so President **MacLachlan** presented Mr. Meyers with a You Make the Difference Award and a Resolution of Appreciation from the State of Michigan for his years of service and dedication to the Village of Spring Lake since he was sworn in on January 9, 2012. President **MacLachlan** told Mr. Meyers what a pleasure it had been, that he would be missed and his shoes would be hard to fill. President **MacLachlan** introduced Mr. Meyers wife Nancy and thanked her also.

### B. Appointment of a New Council Member

Five Council Members were present at the Work Session on December 14, 2015 when Mr. Joel **Tepastte** was interviewed. All five unanimously agreed that Mr. Joel **Tepastte** would be a great fit to serve on Council. His appointment will run through 2016.

Motion by **Miller**, seconded from **Nauta**, to appoint Mr. Joel Tepastte to the Village Council.

Yes: 6                      No: 0

Village Clerk/Treasurer/Finance Director Marvin **Hinga** issued the Oath of Office to new Village Council Member Joel **Tepastte**.

Mr. **Tepastte** introduced his wife, daughter and grandson.

### C. Economic Development

Mr. Dave Miller, Vice President of Economic Development for the Chamber of Commerce, was present to discuss the 2015 Economic Development Report.

President **MacLachlan** introduced this item and Manager **Burns** gave a brief overview.

Mr. Miller explained that the Chamber offers business startup assistance by holding free business counseling sessions for individuals and businesses from Northwest Ottawa County as well as offer loan assistance. Mr. Miller also explained that this year the Chamber implemented the SNAP program (Bridge Card) at both the Grand Haven and Spring Lake Farmers Markets along with the Double Up Food Bucks program which matches up to \$20 of Bridge card purchases at the Farmers Market through a grant program. Mr. Miller reported that the value of the Double Up Food Bucks was \$2,850 through October 3, 2015 and the total dollar value of these two programs was \$5,742. Mr. Miller said in the Buy Local Program for 2014/15, over \$162,000 was spent locally through the use of Dune Dollars, The Chambers gift certificate program. Mr. Miller also shared that the annually held Lubbers Cup Regatta on Spring Lake, this year, brought 528 student athletes from 11 schools, as well as an estimated 1,500 spectators to the area and the financial impact from this event has been calculated at \$200,500 including \$82,450 on lodging, \$92,000 on food and \$24,100 on gas to local businesses.

President **MacLachlan** said that he had enjoyed the ribbon cuttings recently at the newly opened Biggby Coffee and Gem Source. **MacLachlan** also mentioned the new Small Town Sandwich Shop and the newly relocated and expanded travel agency. **MacLachlan** said there was new construction of an addition at Mill Pointe Station and the construction of the new Fire Station has started. **MacLachlan** said these were exciting times in the Village and thanked Mr. Miller for the help The Chamber has been able to give the Village.

**Nauta** thanked The Chamber for their work on the Grant for Isabel's House.

7. Department Reports
  - A. Village Manager
  - 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**

There was no old business at this time.

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

There was no new business at this time.

**10. Status Report: Village Attorney**

Attorney **Sullivan** said that he had missed the publishing deadline for the synopsis for the Ordinance to approve readopting the 4th Amendment to the Restated and Amended DDA and TIF District. **Sullivan** said that he would need a motion from Council to readopt the Ordinance so that it could be published within the 15 day deadline in accordance with the Village Charter.

Motion by **Nauta**, second from **Doss**, to readopt the Ordinance approving the 4th Amendment to the Downtown District Development Authority and TIF Financing document.

Yes: 7

No: 0

Attorney **Sullivan** said the second issue was with respects to the next phase which was an amendment to the boundaries. **Sullivan** said the boundaries need to be slightly amended and that process was the same as if a new district was being created. **Sullivan** said that at the January meeting Council would need to approve a resolution of intent to reaffirm the DDA and to outline the new boundaries and schedule a public hearing. **Sullivan** said there were several hoops to jump through but he thought they could be completed so that the public hearing could occur at the February meeting. **Sullivan** said the difference between what Council just approved and what they will do was there was an opt out provision under the law where there was a 60 day period for the taxing jurisdictions to be able to appeal and determine if they want to opt out of the district. **Sullivan** said that at the conclusion of the 60 day period then Council would make a decision as to whether or not to change the boundaries and that could occur at the April 18th meeting.

**11. Statement of Citizens**

Mr. Bill Meyers said he wanted to thank President MacLachlan and everyone

attending for presenting and giving him the award of recognition. Mr. Meyers said it was greatly appreciated and that it had been a very interesting experience serving on Council over the last 4 years. Mr. Meyers said it had been a time of transition and a lot of things had gone on that he never would have guessed would happen but he thought the Village came out for the better. Mr. Meyers thanked his wife Nancy for listening to him crumble after every meeting and also thanked Village and DPW staff and said they were on the front lines and rarely got recognition. Mr. Meyers then thanked Village Manager Chris Burns and Clerk/Treasurer Marv Hinga saying they were 2 of the finest people he had ever had the honor of working with and thanked Attorney Sullivan and his ex-fellow Council Members saying it was a thankless job but it had its rewards and the rewards were seeing the good things come to the Village and he was happy to have been a part of it.

Barbara Lee, Director of Extended Grace, invited Council to a Town Hall meeting on mental illness co-sponsored by Ottawa County and North Ottawa Community Health Care System on January 11, 2016 from 6:30 to 9:00 at the Grand Haven Community Center.

Lee Schuitema thanked Mr. Meyers for his time on Council and also commented on the sad state of the mental health system.

## **12. Adjournment**

On a motion by **VanStrate**, seconded by **Doss**, Village Council adjourned the meeting at 7:30 p.m.

---

James MacLachlan, Village President

---

Maryann Fonkert, Deputy Clerk