

Village of Spring Lake

Council Work Session

November 13, 2017

7:00 p.m.

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

www.springlakevillage.org

1	<p>7:00 p.m. – Finance Committee Update</p> <p>The newly appointed Finance Committee will be meeting immediately prior to each work session. Updates from the FC will be presented:</p> <ul style="list-style-type: none">• Budget Adjustments• Utility Inquiry• VH Utility Trends• Downtown Development (including lighting)• Investment Policy Discussion• Audit Presentation
2	<p>7:15 p.m. – Downtown & Pathway Lighting</p> <p>Discussions regarding downtown and pathway lighting are ongoing with the DDA and the Parks & Recreation Board. On November 9, 2017, the DDA agreed to help offset the cost of the pathway lighting project for portion that is within the DDA boundary.</p>
4	<p>7:20 p.m. – Tree Trimming & Removal Contract</p> <p>DPW Foreman Ben VanHoeven solicited bids for tree trimming and removal services. Two bids were received from Andy's Tree Service (\$17,000) and Summit Tree Service (\$18,632.54); West Michigan Tree Service was invited to submit a bid several times (<i>see attached</i>), but none was received. The Tree Board reviewed the list and recommends approval of the bid from Andy's Tree service for \$17,000.</p>
5	<p>7:25 p.m. – Michigan Bell Franchise Renewal</p> <p>This is a housekeeping item. Should Council elect not to renew, the franchise payments would cease.</p>
6	<p>7:30 p.m. – Miscellaneous Discussion Items</p>

7	<p>7:48 p.m. – Communications</p> <ul style="list-style-type: none">• Commercial Recycling Complaint• Kamps Violation• Library Calendar (November)• MDOT Audit• Parks & Recreation Board Resignation (Braun)• Tanglefoot Park Issue• Traffic Complaint• USPO Parking Complaint• Village Manager Calendar
8	<p>7:53 p.m. - Minutes</p> <p>Minutes of the October 9, 2017 Work Session and October 16, 2017 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to November 17, 2017.</p>
9	<p>7:54 p.m. - Public Comment</p> <p>Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes.</p>
10	<p>8:00 p.m. – Adjourn</p>

Village of Spring Lake
November 2017 Budget Adjustments

	Fund	Dept.	Account	Current	Proposed	Change
236-000.000-933.100	DDA Fund	General Services	Sprinkler Maintenance	0	10,000	10,000
236-000.000-801.172	DDA Fund	General Services	Disincorporation Expense	0	1,500	1,500
236-000.000-801.290	DDA Fund	General Services	Professional Services - Stormwater	0	3,000	3,000
236-000.000-933.600	DDA Fund	General Services	Parking Lot Maintenance	15,000	12,500	(2,500)
236-000.000-978.000	DDA Fund	General Services	Paving	150,000	144,572	(5,428)
236-000.000-991.000	DDA Fund	General Services	Debt Service	50,000	43,428	(6,572)
Adjust DDA Fund Expenditures.				Net Change		0
249-000.000-664.000	Building Fund	Revenue	Interest Income	0	500	500
249-381.000-801.172	Building Fund	Zoning/Planning	Disincorporation Expense	0	300	300
249-381.000-910.000	Building Fund	Zoning/Planning	Insurance	1,300	1,425	125
249-381.000-975.000	Building Fund	Zoning/Planning	Appropriation to Fund Balance	-	75	75
Adjust Building Fund Expenditures.				Net Change		0
101-000.000-695.000	General Fund	Revenue	Appropriation from Fund Balance	0	37,000	37,000
101-265.000-931.000	General Fund	Village Hall	Building Repairs and Maintenance	10,000	30,000	20,000
101-441.000-931.000	General Fund	DPW	Building Repairs and Maintenance	3,000	20,000	17,000
Adjust General Fund Budget for roof replacement costs at Village Hall and DPW Building.				Net Change		0
101-101.000-801.172	General Fund	Village Council	Disincorporation Expense	-	4,000	4,000
101-215.000-801.000	General Fund	Clerk/Treasurer	Professional Services	112,000	108,000	(4,000)
Adjust General Fund Budget for Disincorporation costs.				Net Change		0

VILLAGE OF SPRING LAKE

INVESTMENT POLICY

I. POLICY

The Village of Spring Lake will invest funds in a manner which will ensure the preservation of capital while providing the highest investment return with maximum security, meeting the daily cash flow demands of the Village and conforming to all state statutes governing the investment of public funds.

II. SCOPE

The policy applies to all financial assets of the Village held by the Village Treasurer and/or Financial Director. These funds are accounted for in the Village of Spring Lake's Annual Financial Report.

III. OBJECTIVES

The primary objectives, in priority order, of the Village of Spring Lake's investment activities shall be:

1. ***Safety*** – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
2. ***Liquidity*** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. ***Return on Investment*** – The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

IV. DELEGATION OF AUTHORITY TO MAKE INVESTMENTS

Authority to manage the investment program is derived from the following: the Village of Spring Lake's charter. Management responsibility for the investment program is hereby delegated to the appointed Treasurer and/or Financial Director who shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer and/or Financial Director. The Treasurer and/or Financial Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

V. AUTHORIZED INVESTMENTS

The Village of Spring Lake is limited to investments authorized by Act 20 of 1943, as amended, and may invest in the following:

1. Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
2. Certificates of deposit, savings accounts, deposit accounts, or depository receipt of a financial institution.
3. Commercial paper rated at the time of purchase within the highest classification established by not less than two (2) standard rating services and that matures not more than 270 days after the date of purchase.
4. Repurchase agreements consisting of instruments listed in (1).
5. Bankers' acceptances of United States banks.
6. Obligations of this state or any of its political subdivisions that at the time of purchase are rated investment grade by not less than one (1) standard rating service.
7. Mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with the authority to purchase only investment vehicles that are legal for direct investment by the Authority. This authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
8. Investment pools through an interlocal agreement under the urban cooperation act of 1967, 1967 (ex Sess) PA 7, MCL 124.501 to 124.512.
9. Investment pools organized under the surplus funds investment pool act, 1982 PA 367, 129.111 to 129.118.
10. The investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.

VI. SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the Village of Spring Lake Treasurer and/or Financial Director may be on a cash basis or a delivery vs. payment basis as determined by the Treasurer and/or Financial Director. Securities may be held by a third party custodian designated by the Treasurer and/or Financial Director and evidenced by safekeeping receipts as determined by the Treasurer and/or Financial Director.

VII. PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

**ACKNOWLEDGEMENT OF RECEIPT OF INVESTMENT
POLICY AND AGREEMENT TO COMPLY**

I have read and fully understand Act 20 PA 1943, as amended, and the Investment policy of the Village of Spring Lake.

Any investment advice or recommendation given by _____,

representing _____(Bank Name), to the Village of Spring Lake shall comply with the requirements

of Act 20 PA 1943, as amended, and the Investment Policy of the Village of Spring Lake.

Any existing investment not conforming to the statute or the policy will be disclosed promptly.

By: _____

Title: _____

Date: _____



Village of Spring Lake

AUG 07 2017

Received

Woodland Tree Services, Inc.

P.O. Box 439

Rockford, MI 49341

616-696-7400

info@4yourtree.com

WWW.4YOURTREE.COM

Village of Spring Lake
Ben VanHoeven
DPW Forman
102 W. Savidge St.
Spring Lake, MI 49456

August 3, 2017

Ben;

Thank you for arranging in you busy schedule to take the time to show me the trees of concern in the village. The following information for each tree will help your tree board make the right decisions for tree health and safety.

Tree # 1) Blue Spruce – 17” D.B.H. (Diameter Breast High) Location: Tanglefoot Park

Concern: Wat it's root plate compromised in the last windstorm? Leaning – is it secure?

Inspection and recommendation: The root plate was checked for below ground voids, none found – although the lean draws attention. I believe it has existed like this for some time. With extreme winds – ice load or heavy wet snow it is possible a failure could occur (uprooting)

Recommendation: Retain and monitor

Tree # 2) London Plane Tree – 48” D.B.H.

Location: 108 Mason

Concern: Large old split out scar – Internal integrity?

Inspection and recommendation: Obvious compromised support from old split out – decay measured 15” into the old wound. Also, obvious seams with reaction wood – weeping from decay pocket – three locations.

Recommendation: Considering the target (residence), this tree should be removed soon.

Tree # 3 ,4, 5) Large London Plane Trees

Recommendation: Retain and monitor

Tree # 6) Red Oak – 52” D.B.H.

Location: Spring Lake Intermediate School

Concern: Health and Safety

Statement: This large, old, Red Oak has endured a lot of root disturbance from recent construction. This root loss has put this tree into a slow decline. It has put this tree into a slow decline. It has been using up it's stored reserve of energy to survive.

Recommendation was given to address it's need for nutrients on the last request for recommendations. To my knowledge, that was not done. I am sorry to say, that I believe it is too late to retrieve by feeding now.

Recommendation: Remove before it becomes hazardous for vehicles and persons.

Tree # 7) Silver Maple – 42” D.B.H.

Location: Wind Drift Entrance

Concern: High exposure location – Restricted vision

Statement: Considering the restricted root area, street and curb limitation, this tree is reasonably healthy. One dog-leg limb should be trimmed out anticipating a future breakout over the road.

Recommendation: Retain – Trim and monitor

Tree # 8) Silver Maple – 22” D.B.H.

Location: 367 Lake Street

Concern: High exposure location – Restricted vision

Inspection: Large deadwood in crown – basal cavity

Recommendation: Removal

Thank you,



William B. Drews

Woodland Tree Services, Inc.

Cell: 616-443-7442

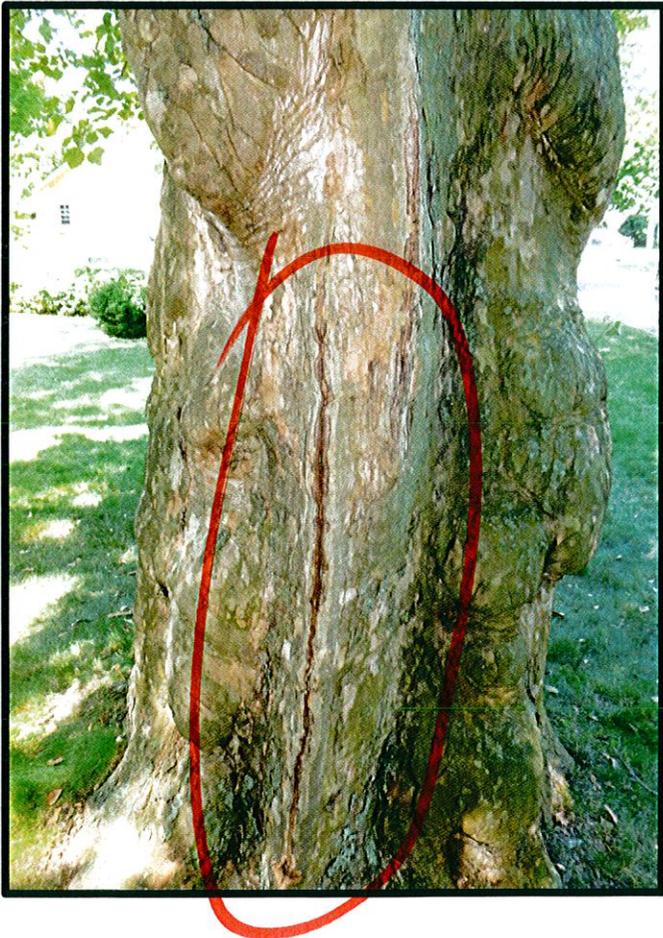
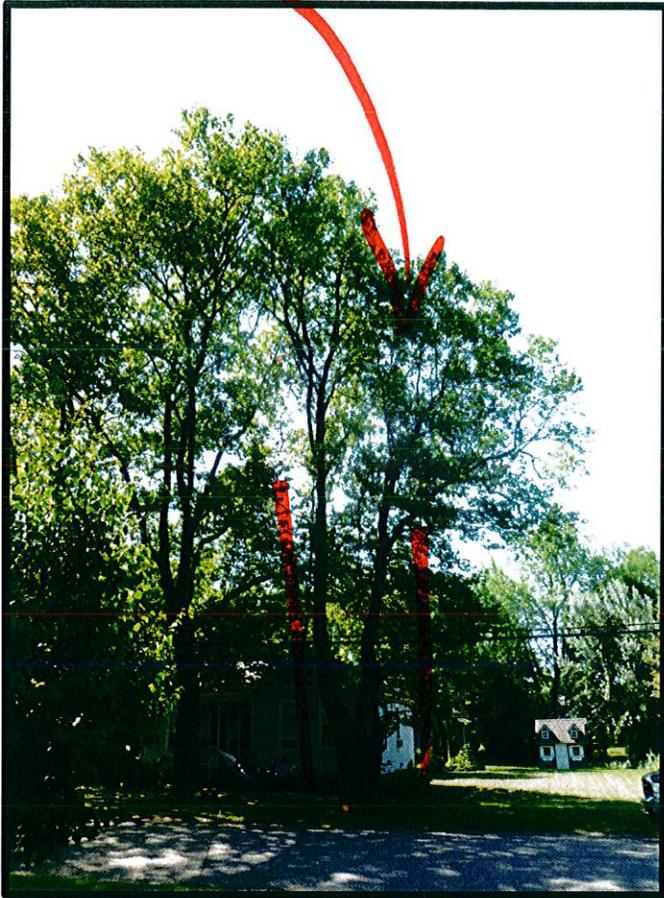
Wm Drews - I.S.A. Certified Arborist # MI-0309A

I.S.A Qualified Tree Risk Assessor

Tree #1 Tanglefoot Park



#2 108 Mason?

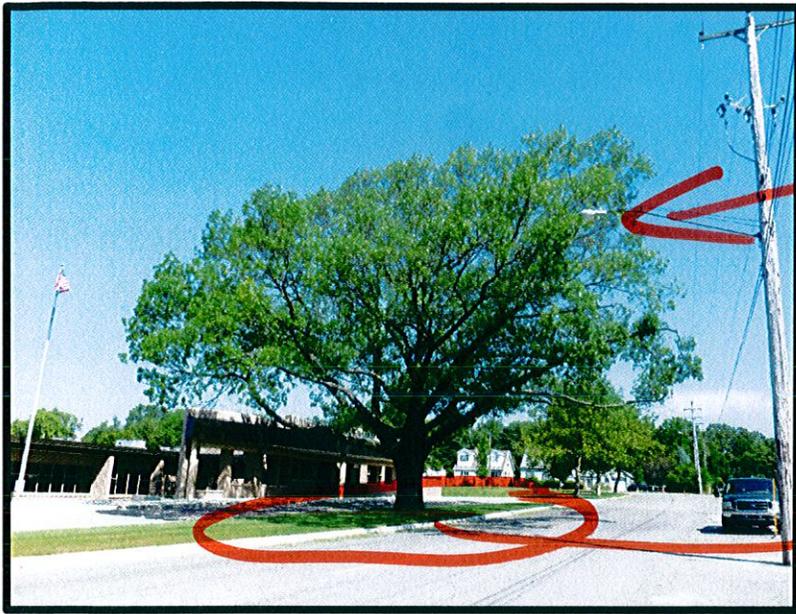




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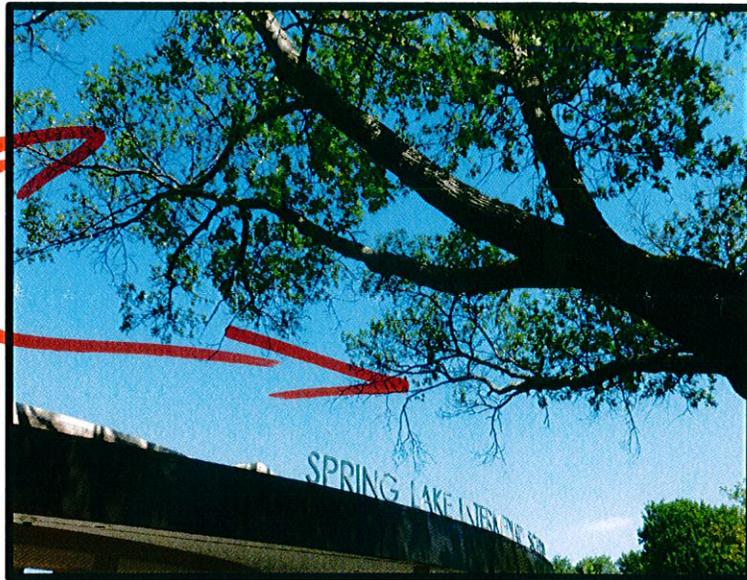
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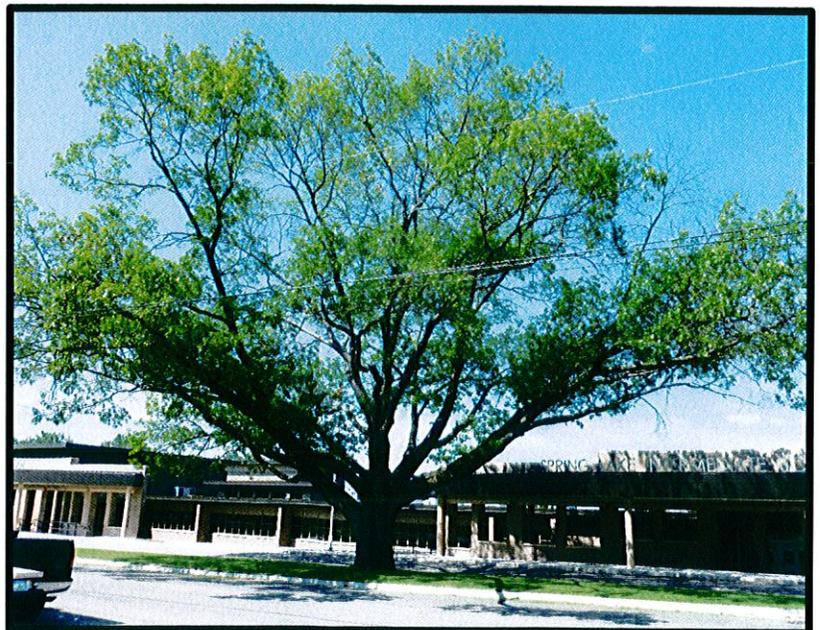
#6

Restricted root area

Declining crown
Chlorotic foliage
3"-4" Dead limbs

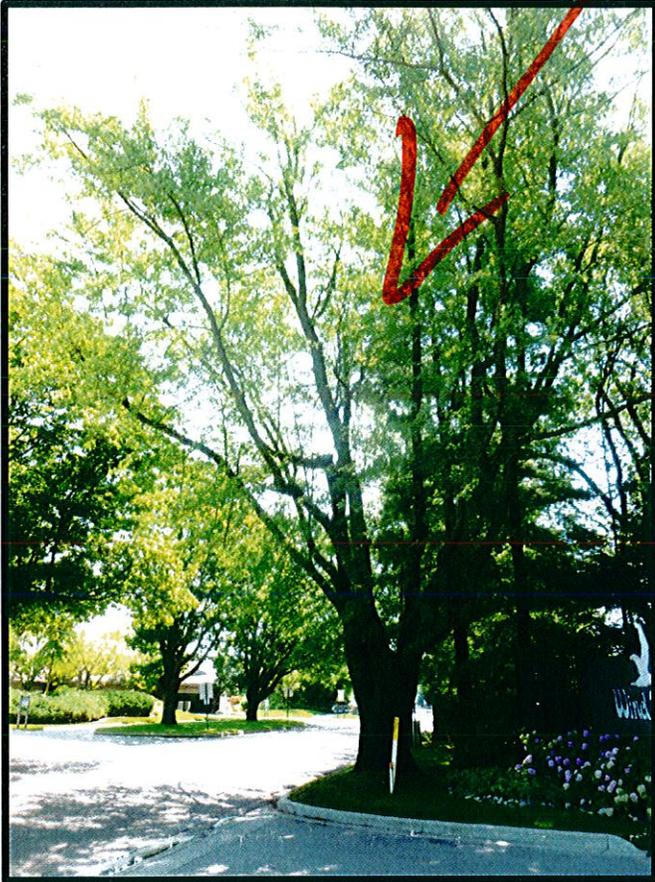


"High" exposure location

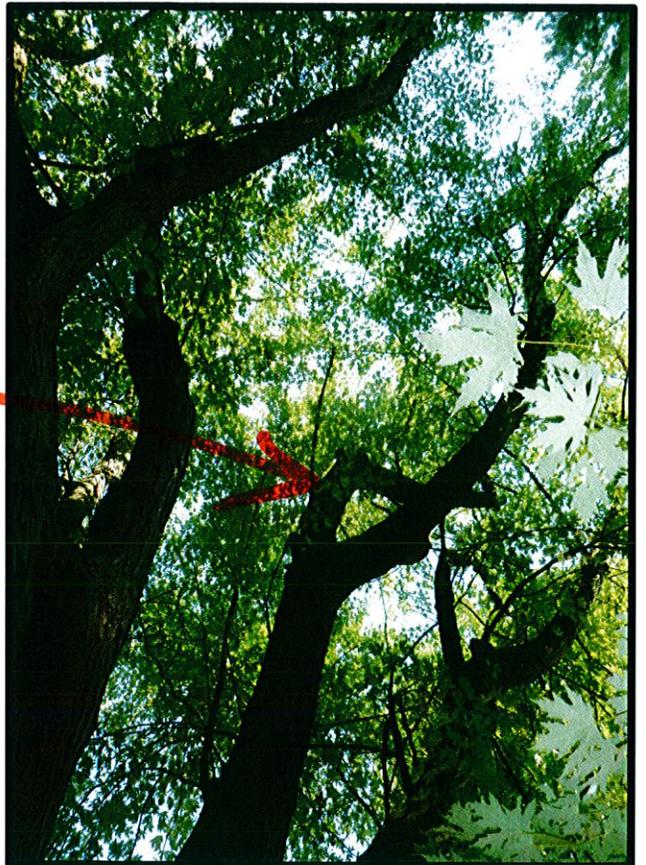


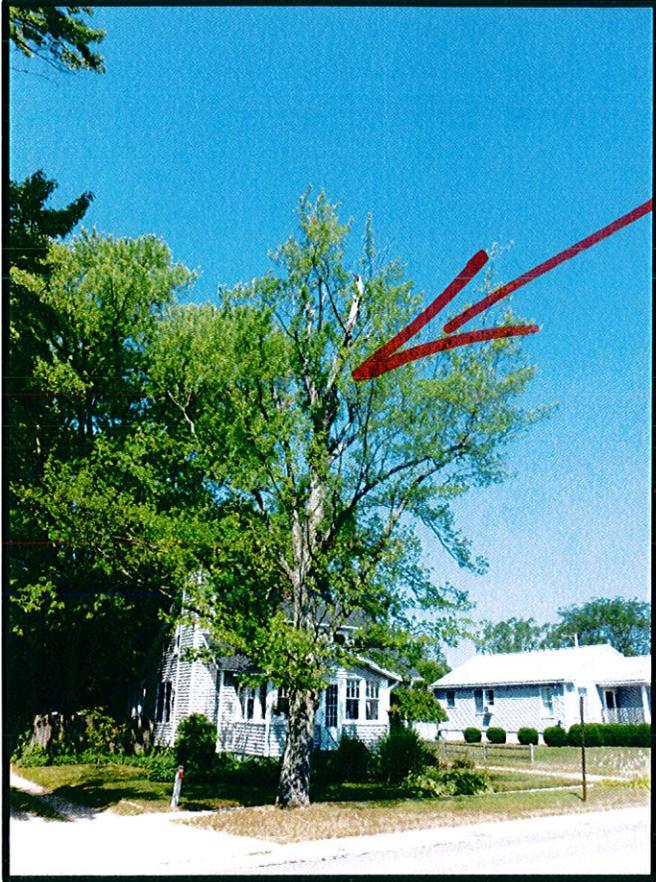
#9

Wind Drift Entrance



Dog leg limb with
some decay
should be removed





#8

367 Lake St.

Base cavity
Hollow

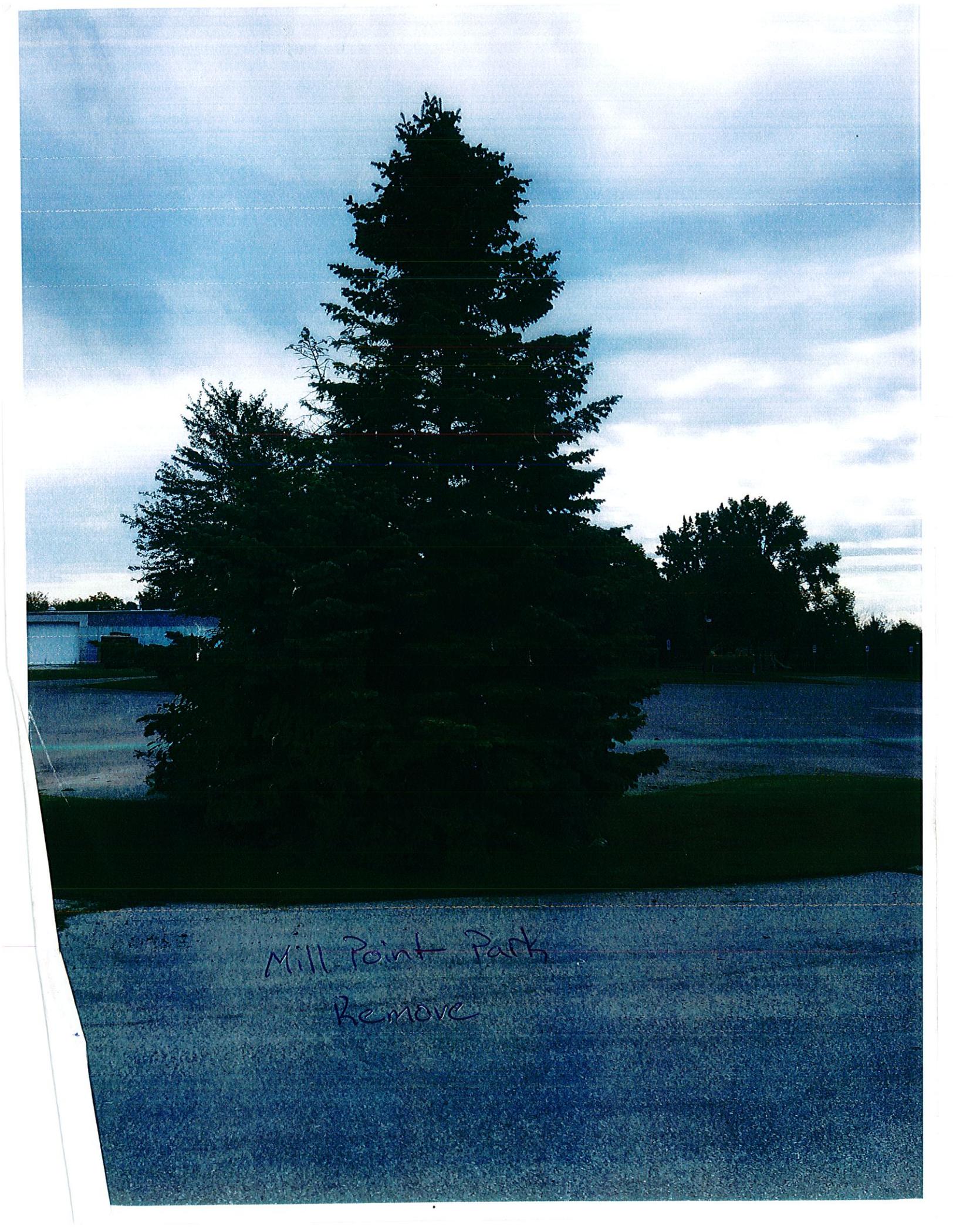


111 Mason
Remove



SLT Lot
Remove
↓



A photograph of a large, dark evergreen tree, possibly a spruce or fir, standing in a park. The tree is the central focus, with its dense foliage filling much of the frame. In the foreground, there is a wide, light-colored gravel or crushed stone path. To the left of the tree, a portion of a white building is visible. In the background, other trees and a clear sky with some light clouds are visible. The overall scene is captured in a slightly desaturated, blue-tinted color palette.

Mill Point Park
Remove

S. Cutler
Remove





Remove



201 Rex and Liberty
Remove

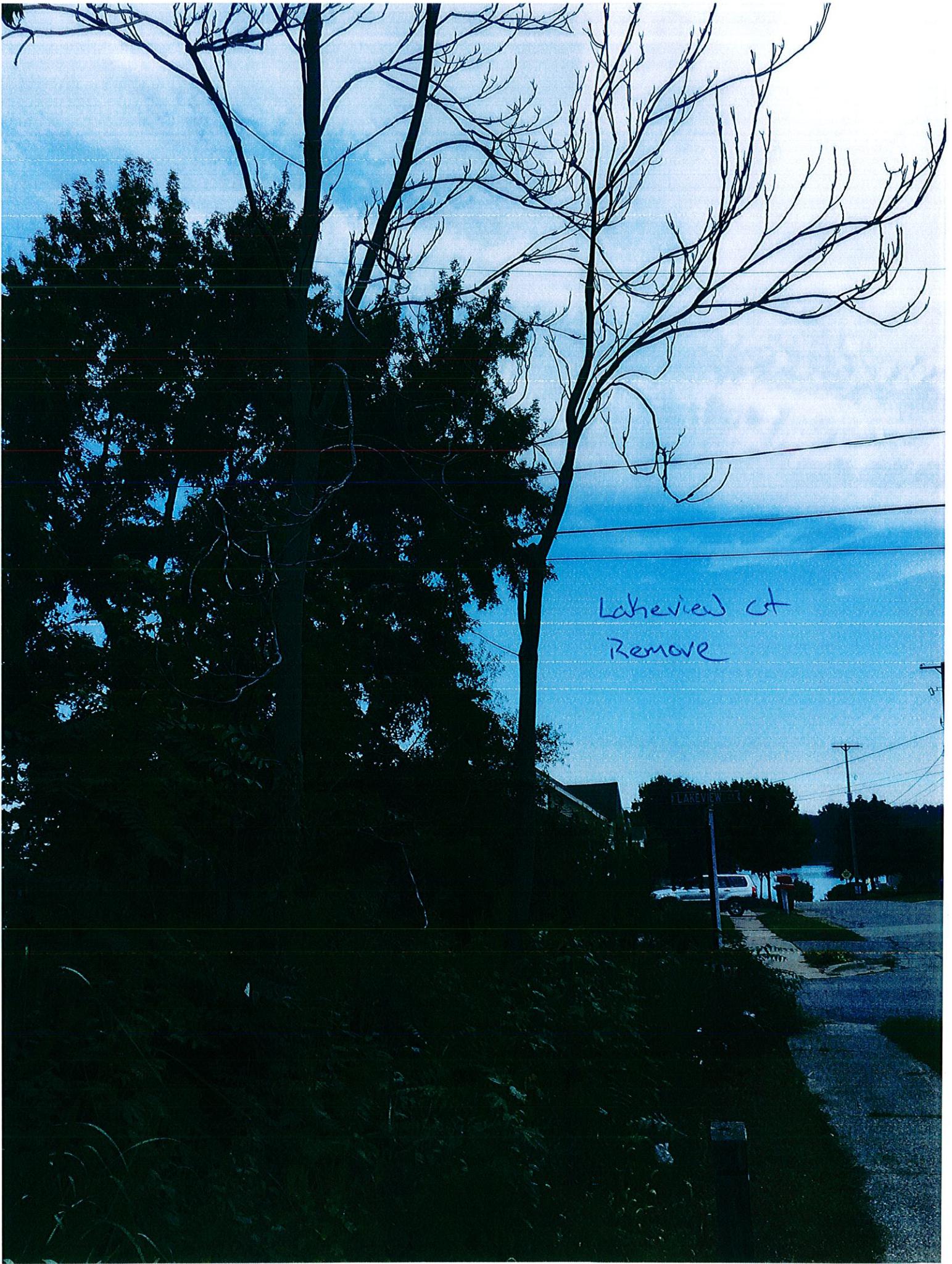
312

N. Cutler

Stump

Grinding





Lakeview Ct
Remove

N. Lake
Stump Grinding





202 N. Lake Stump Grading



306 E. Exchange Remove



210 S. Buchanan stump grinding





110 Tolford - trim



205 River St
Stump Grinding



721 Fall - Trim

712
Winter
Remove

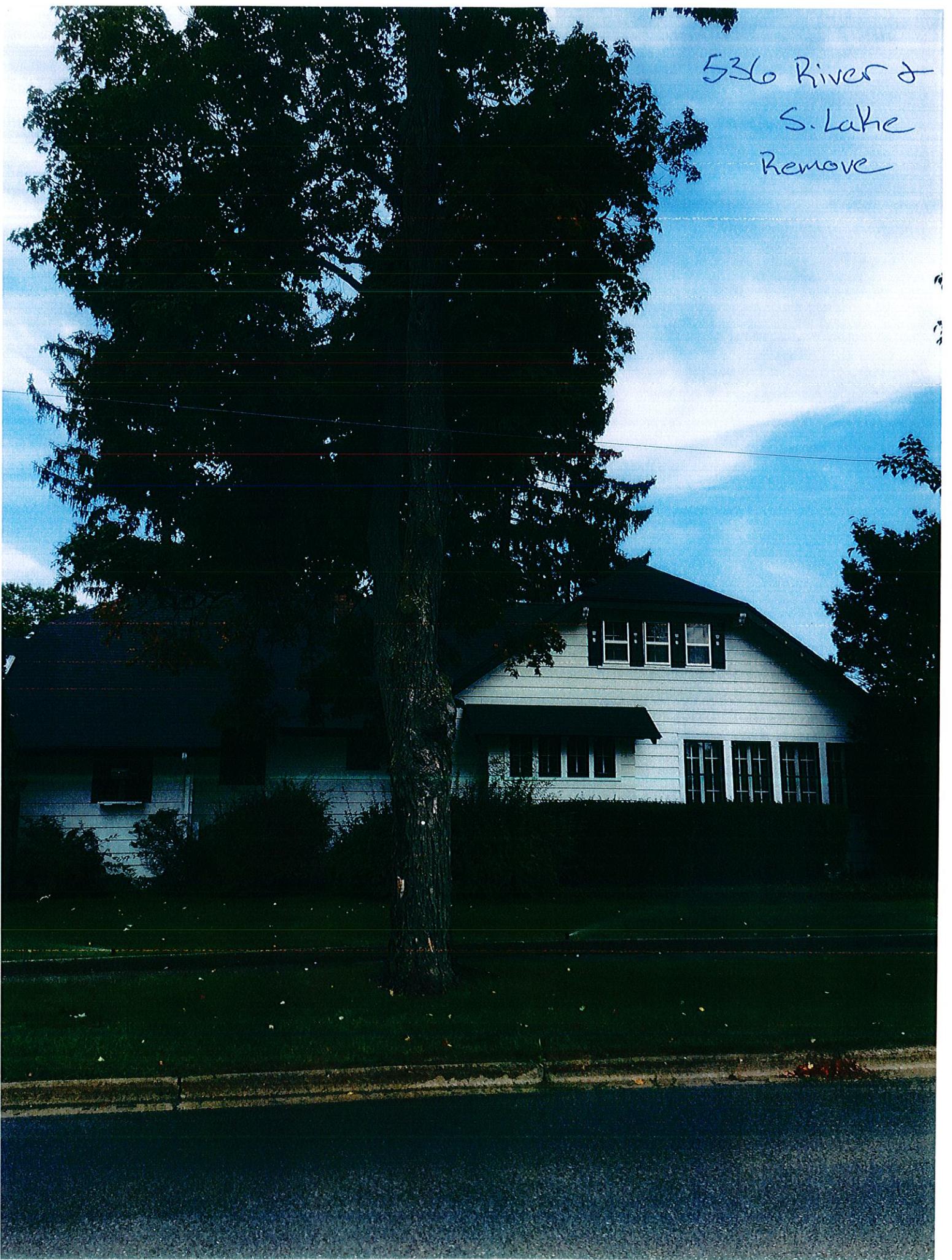


223

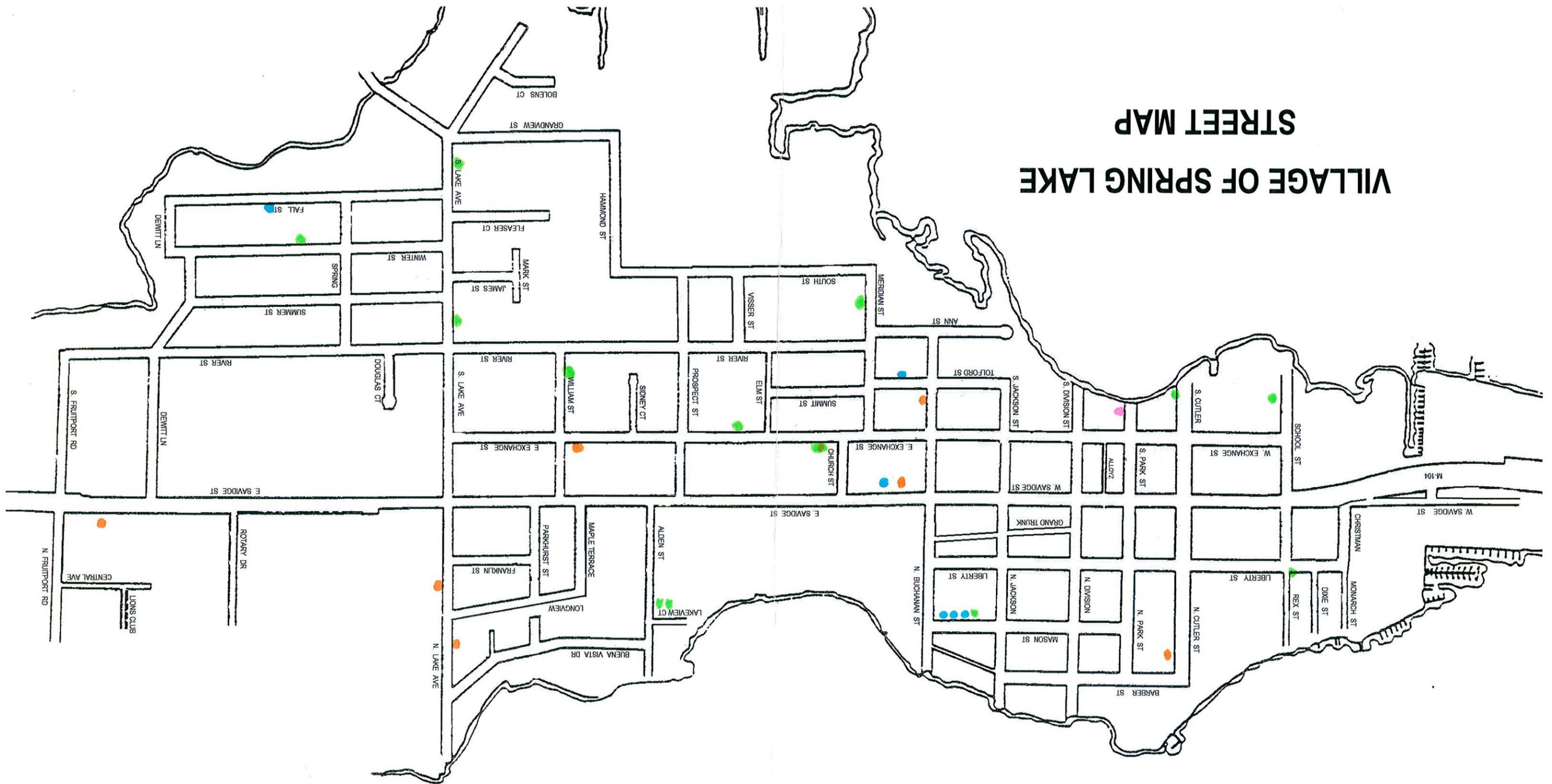
Williams



536 River &
S. Lake
Remove



VILLAGE OF SPRING LAKE STREET MAP



- See Woodland Tree Review
- TRIM
- Remove
- Stump Grinding

Location	Trim	Remove	Stump Grinding	
Mil Point Park		\$300.00	\$400.00	
S. Cutler		\$350.00	\$350.00	
201 Rex		\$825.00	\$325.00	
312 N Cutler			\$400.00	
111 Mason		\$750.00	\$300.00	
Lakeview Ct		\$400.00	\$150.00	
N Lake			\$300.00	
202 N Lake			\$200.00	
306 E Exchange		\$425.00	\$400.00	
210 S Buchanan			\$175.00	
110 Tolford	\$275.00			
205 River			\$925.00	
721 Fall	\$400.00			
712 Winter		\$225.00	\$100.00	
223 Williams		\$1,050.00	\$475.00	
Tanglefoot Park				
536 River & S Lake		\$1,050.00	\$350.00	
E Savidge			\$125.00	
Across from 111 Mason		\$1,700.00	\$325.00	
Along Mason	\$500.00			
Vacant Lot Down Limb		\$825.00		
Vacant Lot			\$225.00	
367 S Lake		\$550.00	\$325.00	
312 Meridian St		\$525.00	\$350.00	
N/W corner of Exchange			\$400.00	
Church Parking Lot		\$150.00	\$100.00	
	\$1,175.00	\$9,125.00	\$6,700.00	Total \$17,000.00

Hourly Rate to Trim Desired Trees along M104 \$325.00 per hour

Tree trimming and removal with complete cleanup.

Stump grinding 6" to 8" below grade with cleanup and level area to grade with black dirt.

Andy's Tree Service
5180 Sheringer Rd
Fruitport MI 49415
231-773-4164



Village of Spring Lake Tree Proposal

Summit Tree Service, Inc.

Client Name: Village of Spring Lake
Project Name: 102 West Savidge Street Project
Jobsite Address: 102 West Savidge Street Spring Lake, Michigan 49456
Estimate ID: EST733365
Date: Oct 19, 2017
Billing Address: 102 West Savidge Street Spring Lake, Michigan 49456

[] - Stump on E. Savidge \$144.27

Stump grinding of small stump in parkway, just west of N. Fruitport Rd. Grind stump, haul all debris and level to grade with topsoil and seed.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Stump at 202 N. Lake Ave \$204.83

Stump grinding of small stump located in the front parkway of house. Grind stump, haul all debris and level to grade with topsoil and seed.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Stump on N. Lake Ave \$324.83

Stump grinding of stump located on the west side of N. Lake Ave, in the parkway. Grind stump, haul all debris and level to grade with topsoil and seed.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal on Lakeview Ct. \$441.94

Removal of 2 dead trees located at pathway entrance off the west side of Lakeview Ct. and Alden St. Remove trees and haul all debris.

[] - Stump on Lakeview Ct. \$152.53

Stump grinding of 2 stumps located near the path entrance near the corner of Lakeview and Alden. Grind stumps, haul all debris and level to grade with topsoil and seed.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal at 111 Mason \$831.42

Removal of Large Maple tree located in front of 111 Mason (north side). Remove tree and haul all debris.

[] - Stump at 111 Mason \$305.06

Stump grinding of Maple stump at 111 Mason. Grind stump, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal of Lg. Sycamore across from 111 Mason \$1,939.98

Removal of Lg. Sycamore tree with decay in base of tree. Tree is across the street from 111 Mason. Remove tree, chip brush and haul all debris.

[] - Stump of Sycamore across from 111 Mason \$447.62

Stump grinding of Lg. Sycamore stump across the street from 111 Mason. Grind stump, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Pruning of Sycamores along Mason near Buchanan \$502.62

Pruning of 3-4 Sycamore trees along the south side of Mason near Buchanan. Prune for elevation and road clearance. Haul all debris.

[] - Stump at 312 N. Cutler \$454.25

Stump grinding of stump in front yard. Grind stump, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal at 201 Rex \$779.76

Removal of Maple tree along parkway, near the corner of Rex and Liberty. Remove tree and haul all debris.

[] - Stump at 201 Rex \$454.25

Stump grinding of stump near the corner of Rex and Liberty. Grind stump, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal at Mill Point Park \$310.31

Removal of Spruce tree in lawn bed along main road. Remove tree and surrounding scrub trees in area. Haul all debris.

[] - Stump at Mill Point Park \$497.13

Stump grinding of Spruce stump and surrounding stumps in lawn island along main entrance. Grind stumps, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal at the dead end of S. Cutler \$310.31

Removal of dead tree at the dead end of S. Cutler. Remove tree and haul all debris.

[] - Stump at dead end of S. Cutler \$342.27

Stump grinding of stump at the dead end of S. Cutler. Grind stump, haul all debris and level to grade with topsoil and seed.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Stump at 201 S. Buchanan \$205.69

Stump grinding of stump at 201 S. Buchanan. Grind stump, haul all debris and level to grade with topsoil and seed.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Trim tree at 110 Tolford \$251.31

Pruning of tree at 110 Tolford. Prune tree for shape, deadwood, elevation and clearance as needed. Haul all debris.

[] - Stump at 205 River St \$1,216.62

Stump grinding of very large stumps at 205 River St. Grind stump, haul all debris and level to grade with topsoil and seed.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Vacant Lot area Down Limb \$751.41

Removal of broken limb laying on pump house. Remove limb off pump house and cut back to trunk of tree. Haul all debris.

[] - Vacant Lot stump \$219.98

Stump grinding of stump on the north edge of the vacant lot. Exchange and Buchanan. Grind stump, haul all debris and level to grade with topsoil and seed.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal at 312 Meridian St. \$554.28

Removal of dying tree. Remove tree, chip brush and haul all debris.

[] - Stump at 312 Meridian \$365.07

Stump grinding of stump at 312 Meridian. Grind stump, haul all debris and level to grade with topsoil and seed.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal on south side of church parking lot \$96.29

Removal of tree on the south side of church parking lot, near the corner of Church St. and E. Exchange. Remove tree and haul all debris.

[] - Stump on south side of church parking lot \$131.61

Stump grinding of stump on the south side of the church parking lot area. Grind stump, haul all debris and level to grade with topsoil.
Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal at 306 E. Exchange \$502.62

Removal of tree in front of 306 E. Exchange. Remove tree and haul all debris.

[] - Stump at 306 E. Exchange \$461.55

Stump grinding of stump at 306 E. Exchange. Grind stump, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Stump on the N/W corner of E. Exchange and Willams \$446.15

Stump grinding of stump at this corner. Grind stump, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal at 223 Williams \$1,031.07

Removal of tree on the north side of the drive at 223 Williams. Remove tree and haul all debris.

[] - Stump at 223 Williams \$538.89

Stump grinding of stump at 223 Williams. Grind stump, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Tree Removal at 536 River and S. Lake \$1,031.07

Removal of tree at 536 River. Remove tree and haul all debris.

[] - Stump at 536 River and S. Lake \$324.63

Stump grinding of stump at 536 River. Grind stump, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Removal at 367 S. Lake \$628.28

Removal of tree at 367 S. Lake. Remove tree and haul all debris.

[] - Stump at 367 S. Lake \$309.43

Stump grinding at 367 S. Lake. Grind stump, haul all debris and level to grade with topsoil and seed.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Pruning at 721 Fall \$376.97

Pruning of Oak tree at 721 Fall. Prune for elevation, deadwood and clearance as needed. Haul all debris.

[] - Tree Removal at 712 Winter \$251.31

Removal of tree at 712 Winter. Remove tree and haul all debris.

[] - Stump at 712 Winter **\$147.12**

Stump grinding of stump at 712 Winter. Grind stump and haul all debris, and level to grade with topsoil.

Grind stumps 6" below grade haul all associated debris and level area to grade with soil

[] - Road Work Hourly Rate **\$347.81**

Pruning Road side trees as needed for sign clearance, road clearance and elevation. Haul all debris. Includes road signs, sign people and equipment.

	Subtotal	\$18,632.54
	Taxes	\$0.00
	Estimate Total	\$18,632.54

TERMS AND CONDITIONS

1. General. These Terms and Conditions constitute the entire agreement between Summit Landscape Management, Inc./Summit Tree Service, Inc. and its subcontractors (collectively "Summit") and Customer.

2. Contract Work. Summit shall furnish the labor, materials, equipment, tools, and services (the "Work") described in the Proposal at the address identified in the Proposal. The Work shall be conducted in a good, workmanlike manner consistent with accepted industry standards. There shall be no obligation to provide any additional work or services unless otherwise agreed to in writing by Summit and Customer.

3. Contract Sum. The Contract Sum is the total amount to be paid to Summit for the Work. The prices set forth in the Proposal are an estimate of the cost for the Work and not a fixed price. All Work, including additional work, is provided on a time and material basis which may be increased from the price reflected in the Proposal. The Contract Sum is subject to escalation in the event of delays occasioned by the Customer, unforeseen site conditions and increases in the costs of wages, fuel, supplies and/or materials.

4. Payment. The Customer shall be responsible for full payment, irrespective of whether or not the Work is or may be covered by the Customer's insurance company. Customer shall be responsible for late fees in the amount of 1.5% per month for any and all balances more than thirty (30) days old. In the event Customer does not timely pay, Summit may suspend all Work and/or pursue legal action. Customer agrees to pay all of Summit's reasonable attorney's fees, litigation costs, and all other charges and costs incurred by Summit in collecting payment from Customer. Customer also agrees to pay statutory charges applicable to a form of payment returned by Customer's bank for any reason.

5. Site Conditions. The Proposal does not include costs associated with underground items (i.e., septic tanks, drain fields, irrigation systems and utility services) and site conditions (i.e., rocks, debris, unstable, compacted or clay soils) which are not visible or which the Customer does not specify prior to the commencement of the Work. If the Work requires excavation, blasting and/or disturbance to subsurface soils, Summit will not commence the Work until a dig notice is issued and all public underground utilities have been properly marked as set forth in the Michigan Miss Dig Underground Facility Damage Prevention and Safety Act, MCL § 460.721, et seq. Customer is solely responsible for locating and identifying private underground utilities or facilities including, but not limited to, irrigation systems, electrical wiring, wells, electric pet fencing, septic and drainage systems, and under no circumstances will Summit be responsible for damage to private underground utilities or facilities not identified, properly marked or disclosed by the Customer.

6. Site Damage. Customer acknowledges that the nature of the Work and the use of equipment associated with the Work may result in unforeseen damage to the surrounding terrain and adjacent plant material. In acknowledging this risk Customer agrees that the costs associated with repairing such damage will be borne solely by Customer.

7. Changes in the Work. From time-to-time, Customer may order changes in the Work consisting of additions, deletions, or modifications. Such changes in the Work shall be by a written change order ("Change Order") signed by both the Customer and an authorized representative of Summit. In no event, however, shall failure by the Customer to obtain a written Change Order for the Work relieve

Customer from paying Summit for any additional work performed by Summit at Customer's request.

8. Customer's Duties and Liability. Customer agrees to defend, hold harmless and indemnify Summit against all claims, lawsuits and any other liability or injury to persons or damage to property or personal injury (including death) arising from any and all the Work performed by Summit.

9. Limitation of Damages. Summit's liability and Customer's exclusive remedy shall, at Summit's election, be to repair or replace that portion of the Work found by Summit to be defective following its inspection. In no event, however, shall Summit's liability to Customer or any of Customer's agents, contractors, successors, or assigns exceed the total proceeds actually received by Summit from Customer for the Work. Summit shall under no circumstances be liable for incidental or consequential damages. If Customer believes that the Work or any portion thereof is defective or unsatisfactory, Customer shall provide written notice to Summit within ten (10) days after the Work is completed, describing in detail why Customer believes the work is defective or otherwise unsatisfactory. If such notice is not timely provided, Customer shall be deemed to have accepted the Work and Summit will have no obligation to repair or replace the Work.

10. Ownership and Access. Customer warrants that she/he/it owns all trees, plant material and property upon which the Work is to be performed, and that Summit can legally and adequately access the property to perform the Work. Prior to the commencement of the Work, Customer will provide Summit with all pertinent information as to the location of Customer's property boundaries, which Summit may rely on to perform the Work. Summit shall not be liable for damages or costs resulting from errors or omissions made by Customer regarding ownership rights or property boundaries including, but not limited to, claims for common law or statutory trespass and/or nuisance, and Customer further agrees to indemnify and defend Summit from any claims arising from ownership or property rights which result from Customer's errors or omissions.

11. Warranty. All supplies and materials, including plants, trees, shrubs and turf, are warranted by Summit from one year from completion of the Work unless otherwise specified. This warranty does not include the labor necessary to replace supplies and materials, including plants, trees, shrubs and turf. This warranty is void if the damage or loss is caused by the Customer, improper care, under watering, overwatering, improper trimming or pruning, accident or any other event outside of Summit's control. This warranty shall not apply to hydromulch grass installations, and Customer is solely responsible for the care of the seed and grass once hydroseeding or hydromulching has been completed, including acts of God which may cause a complete loss of grass and/or grass seed.

12. Pesticides and Chemicals. The Work may include the use of pesticides and/or chemicals which when ingested, inhaled or absorbed can be harmful to humans and/or pets. Additional precautions may be necessary for pregnant women, infants, small children, senior citizens or persons taking prescription medications. Customer acknowledges these risks, agrees to notify Summit of any area where pesticides or chemicals should not be applied and further to avoid any area treated with pesticides and/or chemicals until the time period provided by Summit has elapsed. Customer agrees that Summit is not responsible for any unforeseen or abnormal reactions resulting from the use of pesticides and/or chemicals.

13. Copyright. Ownership and copyright for any drawings or specifications used for the Work belong to Summit and shall not be used by Customer for any other purpose other than for the Work performed by Summit.

14. Returns. Summit does not accept the return of plants, plant materials, soil, rock, brick or any other bulk materials following delivery, or irrigation parts, lights, wiring or other buried items once installed.

15. Termination by Summit. Summit may terminate this Agreement at any time with or without cause upon 15 days written notice to Customer.

16. Dispute Resolution; Claims. Any dispute arising out of the Work shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether in the State of Michigan or any other jurisdiction). Summit and Customer both irrevocably agree that any legal suit, action or proceeding against it arising out of or based upon Work may be instituted in any state or federal court located in the State of Michigan (each a "Michigan Court"), and preferably the state and federal court located in Grand Rapids, Michigan, and irrevocably waives, to the fullest extent such party may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action in any Michigan Court, and irrevocably submits to the exclusive jurisdiction of any such Michigan Court in any such action.

17. Enforceability. If any provision herein is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability or the remainder of the provision or the remaining provisions.

18. Waiver; Remedies. No term or provision herein shall be deemed waived and no breach excused unless either (i) waiver or bar is required by these Terms and Conditions or (ii) such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, or waiver of, or excuse for any other different or subsequent breach.

19. Assignment. Summit may assign to any third party its rights and obligations with respect to Customer.

20. Force Majeure. Summit shall not be responsible or liable for any delays in in the Work due to any cause or condition beyond its control, including, without limitation, fire, flood, earthquake, labor dispute, shortages of materials or supplies, riot or other civil disturbances, war, acts of God or nature, accident or any acts of government.

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____

Christine Burns

From: DPW
Sent: Thursday, November 2, 2017 2:01 PM
To: Christine Burns
Subject: Fwd: Village of Spring Lake Tree Removal/Trimming bid pictures and location

Thanks
Ben VanHoeven

Begin forwarded message:

From: Shirlene Vanderwest <Shirlene@grandarborgroup.com>
Date: October 25, 2017 at 3:40:09 PM EDT
To: DPW <dpw@springlakevillage.org>
Subject: **Re: Village of Spring Lake Tree Removal/Trimming bid pictures and location**

Hi Ben,

Thank you for the email. I contacted Dan Sankey. He has what you sent him, along with the quote request. He is aware of the Friday deadline. He should have this to you by then.
I apologize for the wait.

Thanks
Shirlene

From: DPW <dpw@springlakevillage.org>
To: Shirlene Vanderwest <Shirlene@grandarborgroup.com>
Sent: 10/25/2017 1:29 PM
Subject: RE: Village of Spring Lake Tree Removal/Trimming bid pictures and location

Shirlene,

I never heard anything from Dan was wondering and reminding that Friday is the deadline for the tree bids for the Village of Spring Lake. Hope to see something by Friday.

Thanks

Ben VanHoeven

Village Of Spring Lake

From: Shirlene Vanderwest [<mailto:Shirlene@grandarborgroup.com>]
Sent: Wednesday, October 11, 2017 12:57 PM
To: DPW <dpw@springlakevillage.org>
Subject: Re: Village of Spring Lake Tree Removal/Trimming bid pictures and location

Hi Ben,

Thank you for sending this - I have forwarded this to Dan Sankey, who is your arborist. His direct phone number is 616.710.0157. He will call you with any questions he might have.

Shirl

From: DPW <dpw@springlakevillage.org>
To: "shirlene@grandarborgroup.com" <shirlene@grandarborgroup.com>
Sent: 10/11/2017 12:51 PM
Subject: Village of Spring Lake Tree Removal/Trimming bid pictures and location

The Village of Spring Lake is Bidding out our tree removal/trimming and Stump grinding for 2017. We would like to see the bids back to this email address no later than October 27th to insure enough time to get on council agenda. If there are any questions throughout the process please contact Ben VanHoeven at 616-638-6472. On list removal includes stump and black dirt. On stumps that need concrete sidewalks removed to complete grinding, we will remove and replace concrete for you.

I appreciate your wiliness to bid our tree work and look forward to seeing your quote.

Thanks

Ben VanHoeven

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Village of Spring Lake, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Village of Spring Lake:

102 W. Savidge Street

Spring Lake, Michigan 49456

Attn: Village Clerk

Fax No.: 616.847.1393

444 Michigan Avenue

Room 1670

Detroit, Michigan 48226

Attn: Yvette Collins, Director - External Affairs

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

Christine Burns

From: Christine Burns
Sent: Thursday, November 9, 2017 10:53 AM
To: 'Nichole Abbott'
Subject: RE: Business Recycling

Hi Nichole,

You're correct that it hasn't been a hot topic; you're the first business to bring it up. However, that doesn't mean there shouldn't be a discussion that takes place. Anybody can attend a DDA meeting as they are open to the public. Our meetings are at 7:30 a.m. on the 2nd Thursday of every month. If you were interested in attending and making a presentation, I could put you on the agenda. You can also just drop in and listen and bring it up at the end of the agenda. Totally your choice.

Thanks,

Chris

From: Nichole Abbott [mailto:nabbott@garrisondental.com]
Sent: Thursday, November 9, 2017 10:49 AM
To: Christine Burns <christine@springlakevillage.org>
Subject: Business Recycling

Hi Christine,

We spoke a week or so ago about the recycling options offered to local business (or lack of). Are there any other business you know of that have voiced similar concerns, or any committees that are already working on similar green initiatives? I scanned through the DDA meeting packet and it doesn't seem to be a hot topic.

I've been talking to someone from the West MI Sustainable Business Forum, and he said the best place to start is to get 4-6 businesses on board to start the conversation. Do you have to be a board member to attend the DDA meetings? Or would there be a better venue for me to voice this and see if we can gain some momentum?

Thanks!

Nichole Abbott, CPA: Controller
Garrison Dental Solutions, LLC
150 DeWitt Lane, Spring Lake, MI 49456 USA
direct: +1.616.743.3082
toll-free: +1.888.437.0032
fax: +1.616.842.2430
email: nabbott@garrisondental.com

Garrison

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www.springlakevillage.org

October 25, 2017

Ms. Hilda Kamps
205 E. Savidge
Spring Lake, MI 49456

RE: Bed and Breakfast Activities @ 205 E. Savidge

Dear Ms. Kamps,

Please be advised that activities related to a Bed and Breakfast, including short-term rental/transient uses, have not been approved by the Village of Spring Lake and are therefore not permitted at this time. An inspection of the entire structure will need to be performed and approved by the Village Building Official prior to commencing any Bed and Breakfast activity. This inspection should occur in advance of the next Planning Commission meeting to verify that the home can properly accommodate the Bed and Breakfast. Note that all home occupation activities, i.e. salon, will need to cease immediately upon commencing operations of the Bed and Breakfast use as these commercial uses are not permitted with the B&B operation.

Lastly, the health, safety, and welfare of any occupant in any home in the Village is a primary concern. The subject dwelling should be improved with interconnected smoke detectors and proper emergency egress for all sleeping areas, including the basement.

Please contact me if you have any questions.

Best Regards,

Lukas Hill, Zoning Administrator

cc: Jennifer Howland, Planner
Christine Burns, Manager



Spring Lake District Library Calendar of Events November 2017



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>Questions about library programs or services?</p> <p>Call 616.846.5770 or visit sllib.org for more information</p>	 <p>Fax and copy machines available for public use</p>		<p>1 4-5 pm LEGO Block Party</p> <p>10 am Email Basics; pre-registration required</p>	<p>2 10:30 am Preschool Storytime: <i>Fall Fun</i></p>	<p>3 10:30 am Preschool Storytime: <i>Fall Fun</i></p> <p>9:30 am-3pm Medicare Open Enrollment; appointment required</p>	<p>4</p>  <p>Instantly borrow free digital movies, music, eBooks & more!</p>
<p>5 Sunday hours 2-5 pm</p> <p><i>Fine Amnesty Week! Up to \$10 in SLDL fines waived with donations of new paper and personal care items for The People Center</i></p>	<p>6 10 am SLDL Friends; newcomers welcome</p>	<p>7 9:45 am Little Movers Storytime</p> <p>10:45 am Baby Bounce Storytime</p>	<p>8 9:30 or 10:45 am OAISD Play 'n Learn; ages 0-5</p> <p>7 pm The Edmund Fitzgerald: The Stories, The Song</p>	<p>9 10:30 am Preschool Storytime: <i>What a Feast</i></p> <p>4-5 pm Full STEAM Ahead; ages 7-12</p> <p>7 pm WW II Books for Victory</p>	<p>10 10:30 am Preschool Storytime: <i>What a Feast</i></p>	<p>11 2 pm Children's Bookmark Contest Awards Ceremony</p>
<p>12 Sunday hours 2-5 pm</p>	<p>13 10:30 am Preschool Puppet Tales for ages 3-5; pre-register please</p>	<p>14 9:45 am Little Movers Storytime</p> <p>10:45 am Baby Bounce</p> <p>9:30 am-3 pm Medicare Open Enrollment; appointment required</p> <p>7 pm Floral Arranging with Bob Friese</p>	<p>15 9:30 am OAISD Play 'n Learn; ages 0-24 months</p> <p>3:30-5 pm Teen 'Scape ages 10-18</p> <p>7 pm Community Conversations</p>	<p>16 10:30 am Preschool Storytime: <i>My Favorite Things</i></p> <p>4 pm SLDL Friends Book Club</p>	<p>17 10:30 am Preschool Storytime: <i>My Favorite Things</i></p>	<p>18</p>  <p>Facebook.com/SpringLakeDistrictLibrary</p>
<p>19 Sunday hours 2-5 pm</p> <p>3-4 pm Music by the Fireplace: Jazz by Green on Blue</p> 	<p>20 2 pm Teen Throwback Exam Break</p>	<p>21</p>	<p>22</p>	<p>23 Happy Thanksgiving</p>  <p>Library Closed</p>	<p>24 2 pm Family Movie: <i>Cars 3</i>, rated G, 109 minutes</p>	<p>25</p>  <p>Twitter.com/sldlibrary</p>
<p>26 Sunday hours 2-5 pm</p>	 <p>Find at sllib.org</p>	<p>28 9:45 am Little Movers Storytime</p> <p>10:45 am Baby Bounce Storytime</p>	<p>29</p>  <p>Find at sllib.org</p>	<p>30 10:30 am Preschool Storytime: <i>On a Bear Hunt</i></p> <p>4 pm Teen Gingerbread Challenge</p>		 <p>Sign up at Youth Services</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.

Christine Burns

From: managementforum@listserv.mml.org on behalf of John LaMacchia II
<managementforum@listserv.mml.org>
Sent: Thursday, October 26, 2017 11:37 AM
To: managementforum@listserv.mml.org
Subject: Performance Audit Update!
Attachments: 10.26.17 P.A. 298 of 2012 letter to Street Admin_.pdf

This message was sent by John LaMacchia II jlamacchia@mml.org

Good Morning,

I wanted to share with everyone a letter I just received from MDOT that hopefully all of you will be receiving shortly. The department had decided to no longer require communities to do performance audits and any community who has completed a performance audit MDOT will reimburse the cost to that community. Please see the attached letter for additional details and let me know if you have any questions.

Thank you to everyone for expressing your concerns on this issue to the department and you legislator!

John

John P. LaMacchia II
Assistant Director of State and Federal Affairs
Ph: 517-908-0303 | Fax: 517-372-7476
208 N. Capitol Ave., 1st Floor
Lansing, MI 48933
www.mml.org<<http://www.mml.org/>>

[email]

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Post your message to the list by sending it to MANAGEMENTFORUM@listserv.mml.org.

To contact the list owner, send your message to
MANAGEMENTFORUM-list-owner@listserv.mml.org.

Michigan Municipal League 1675 Green Road Ann Arbor, MI 48105-2530 USA

To unsubscribe, switch to/from digest, get on/off vacation, or change your email address, click here.
<<http://cgi.mail-list.com/u?ln=managementforum&nm=christine%40springlakevillage.org>>

Christine Burns

From: Lori Spelde
Sent: Monday, November 6, 2017 2:41 PM
To: Christine Burns
Subject: Cal Braun

Chris, Cal just stopped in with his binder and is stepping down from the Park and Recreation Board.



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

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

www.springlakevillage.org

October 16, 2017

Mr. & Mrs. Dennis Anastor
5258 92nd Street SE
Caledonia, MI 49316

Dear Mr. & Mrs. Anastor,

It has come to the park manager's attention that several items were recently removed from the Tanglefoot Park community room. This letter is to request the return of the tables, the corn hole game and the key to the storage area. As stated in the rules, items that are purchased by residents and left at the park are considered a donation to the park. The tables and the corn hole game have been at the park numerous seasons and are considered community property by the parks' guests. The key should have been returned at the end of the season.

If you would like to drop the items off at Village Hall during normal business hours, there will be a member of staff to help you unload them.

Sincerely,

Christine Burns
Village Manager

Cc: Wally Stuhlmann
Village Council
Scholten Fant

October 26, 2017

To: Christine Burns
Village Manager

Dear Christine,

I am a little confused on what is going on. This all started over a \$40.00 table, Wally threw out a TV, 10 stackable chairs and 2 benches. Then we were told by Wally that we could not store anything in the Club House or storage shed at the end of the season and if we left anything, it is in donation to the Park. Wally took everything out of the storage and Club House which included: tent, grill, microwave and oven which the residents purchased and put them on the lawn and said "find a place for it or it's going in the trash." We have 4 residents that are storing these items that the residents own and will be returned in April. You stated that the cornhole game and tables have been at the Park for numerous seasons. This is not true. The cornhole game was stored with a resident last winter. The one table that we purchased for folding clothes, Wally took over for his office so we purchased another table this summer for clothes. These items, (the tent, grill, microwave, 1 table, and electric oven) have been there for the 13 years we have been coming to the Park. We have never had to store them before but this year Wally said we could not store them anymore. That is why the items were all stored by the residents. (Tent, microwave, electric oven, grill, 2 tables and 1 cornhole game.)

As far as the key, I have never had a key. Wally has given Marv, Rick, Mike, Steve and Bob keys I was told and there may be more keys out there, I don't know. The only key I have is to the washer box. I do not have anything.

Sincerely,



Cathy Anastor



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

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

www.springlakevillage.org

September 29, 2017

Mr. & Mrs. Dennis Anastor
5258 92nd Street SE
Caledonia, MI 49316

Dear Mr. & Mrs. Anastor:

The Village received your application to lease a seasonal space at Tanglefoot Park for the 2018 season. While we appreciate the time you have spent with us at Tanglefoot Park, it seems as though you may find another campground a better fit for your needs. We are returning your application and are recommending that you seek alternate arrangements for 2018.

The non-renewal of a license to rent a lot at Tanglefoot Park has been reviewed by the Village Manager, the Parks & Recreation Board, Village Council and the Village Attorney. We hope that you are able to find a park that can provide you the experience you desire.

Sincerely,

Wally Stuhlmann
Tanglefoot Park Manager

cc: Parks & Recreation Board
Village Council
Robert Sullivan
Christine Burns
Mary Paparella

October 30, 2017

Wally Stuhlmann
Tanglefoot Park Manager

Dear Wally,

Regarding your letter dated September 29, 2017, we are requesting an explanation as to why our application for a seasonal site for 2018 has been returned and we are being told we should find a different Park that would be a better fit.

My husband, a retired Veteran and I have made Tanglefoot Park our summer home for the past 13 years. Attached is a copy of the Rules and Regulations that we were provided with when we signed up for the 2017 season. We have always strived to obey the rules and keep an attractive site. In 2016 we even paid \$500.00 to have our patio enlarged. We also have hosted dinners and get together's for the residents of the Park and we make sure everyone is invited and welcome to participate with us.

We are asking that you reconsider the decision to not allow us to return to the Park.

We love Tanglefoot and have many friends there. We do not feel we have given any just cause to warrant getting a letter such as the one we received.

Sincerely,



Denny & Cathy Anastor

cc: Parks & Recreation Board
Village Council
Robert Sullivan
Christine Burns
Mary Paparella



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
GRAND REGION

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

October 19, 2017

Mr. Barrett West
15364 Rannes Street
Spring Lake, Michigan 49456

Dear Barrett:

Thank you for your recent letter regarding safety for pedestrians near your school. Like you, we want roadways to be safe for all users. The Michigan Department of Transportation (MDOT) participates in the national "Toward Zero Deaths" campaign, and we have developed strategies for addressing safety in collaboration with the Office of Highway Safety and the Governor's Traffic Safety Advisory Committee. MDOT also partners with local communities through the Safe Routes to School program. You can learn more about these efforts by visiting the websites below:

www.towardzerodeaths.org
www.michigan.gov/documents/msp/SHSP_2013_08_web_412992_7.pdf
<http://www.saferoutesinfo.org/>

The intersection of Grandview Avenue, South Lake Avenue and Leonard Street is located within the jurisdiction of the Village of Spring Lake. We have contacted the Village Manager to share your concerns regarding the intersection. Christine Burns, Village Manager, may be reached at:

102 W Savidge Street
Spring Lake, MI 49456
Phone: 616-842-1393

We appreciate your concern for the safety of all roadway users. If you have additional questions, please contact Marc Fredrickson, Muskegon Transportation Center Operations Engineer, at 231-777-7284.

Sincerely,

Erick J. Kind
Region Engineer

cc: B. Lewakowski, Spring Lake Intermediate School Principal
D. Furton, Spring Lake District Schools Superintendent
C. Burns, Spring Lake Village Manager
M. Fredrickson

BOHOP:GRAND:EK:LM:ck

Christine Burns

From: Christine Burns
Sent: Thursday, October 26, 2017 11:23 AM
To: 'bobpsy@yahoo.com'
Cc: 'JKik@miottawa.org'; DPW
Subject: RE: Website Contact Form "Sidewalk access no parking sign in front of our US Post Office"

Dear Mr. Collins, PhD

Thank you for your suggestions regarding parking in front of the USPO. We are required to post signs at a designated height that meet all state and federal guidelines. Our DPW foreman went to the site yesterday and measured the height of the signs you mentioned. They are at the exact height that the law requires.

Typically, patrons of the post office are parked out front for only a handful of minutes. Once they retrieve their mail or finish their business at the counter, they move on rather quickly. Vehicle turnover is extremely high in those spots. Might I suggest if you have problems navigating the snow banks along Exchange in the winter months, it would be prudent to park in the lot on the east side of the post office and utilize the sidewalk. The company we use to stripe the streets will not return to the Village until next summer, at which time we can re-evaluate your request for different striping.

Sincerely,

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

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

From: Robert W Collins, PhD [mailto:robert.collins@springlakevillage.org]
Sent: Wednesday, October 25, 2017 3:21 PM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Sidewalk access no parking sign in front of our US Post Office"

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

From: Robert W Collins, PhD <bobpsy@yahoo.com>
Subject: Sidewalk access no parking sign in front of our US Post Office

Message Body:

I have made 2 personal visits to two different village secretaries this summer of 2017 to request that the sign in front of the post office needs to be lowered a bit so it is more visible to drivers. It is so high that it is not in the line of drivers' vision when they go to park. It might also help to paint that space in yellow hatched lines as another indicator that it

must be left clear for people coming from the street. This becomes more of a problem with winter when pedestrian access is blocked if you have to go around a parked car in that space and climb over piled snow.

--

This e-mail was sent from a contact form on Village of Spring Lake (<http://www.springlakevillage.org>)



DRAFT MINUTES

**Monday, October 16, 2017
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**

Present: Duer, Hanks, Powers, TePastte and Van Strate.

Absent: Doss and Miller

Motion by **TePastte**, second from **Van Strate**, to excuse Council Member's Doss and Miller.

Yes: 5 No: 0

- 4. Approval of the Agenda**

Motion by **Hanks**, second from **Duer**, to approve the agenda as presented.

Yes: 5 No: 0

- 5. Consent Agenda**

A. Approved the payment of the bills (checks numbered 59218-59295) in the amount of \$196,468.00.

B. Approved the minutes for the September 11, 2017 Work Session and the September 18, 2017 regular Council Meeting.

C. Approved a tower agreement with New Par, d/b/a Verizon Wireless.

D. Approved the following Board & Committee Appointments:

Board/Committee	Appointee	Term
Downtown Development Authority	Doug Heins	11/2020
Downtown Development Authority	Dr. James Moore	11/2020
Downtown Development Authority	Nicole LaBelle	11/2020
Downtown Development Authority	Michelle Dixon	11/2020

Historic Conservation Commission	Shelly Brower	11/2020
Historic Conservation Committee	Bruce Campbell	11/2020
Parks & Recreation/Tree Board	Clarissa Groenevelt	11/2020
Parks & Recreation/Tree Board	George Barfield	11/2020
Planning Commission	Eric Johnson	11/2020
Planning Commission	Lesley Van Leeuwen Vega	11/2020
Planning Commission	Scott VanStrate	11/2018
Zoning Board of Appeals	Shannon McMaster	11/2020
Zoning Board of Appeals	Scott VanStrate	11/2020
Library Board	Megan Doss	11/2021

- E. Approved a Memorandum of Understanding with Spring Lake Township for personnel sharing.
- F. Approved a request from Jesse VanDyke for the use of Barber School for a wedding on November 18, 2017.
- G. Approved an agreement with Williams & Works for a Master Plan project for an amount not to exceed \$15,000.
- H. Denied the request to remove a street light at 509 Buena Vista.

Manager **Burns** said she had a couple points of clarification before Council accepted a motion on the Consent Agenda in case any Council member wanted to pull either, or both, of these items for further discussion. **Burns** explained that the reason **Van Strate's** term on the Planning Commission was only until 2018 was because the Code of Ordinance indicated that the person appointed by Council could not serve for a term beyond their elected term and **Van Strate** was up for election in 2018 and the second was the Professional Service Agreement with Williams & Works for the Master Plan consulting had been modified, based on Attorney Sullivan's recommendation, and that the modified agreement had just been received back late in the afternoon prior to this meeting. No Council member indicated they wished to have either of these items removed from the Consent Agenda.

Motion by **TePastte**, second from **Van Strate**, to approve the Consent Agenda as presented.

Yes: 5 No: 0

6. General Business

A. 21st Century Infrastructure Commission

Subject: Ottawa County has been selected to participate in an asset

management pilot program. The timeline to commit to participation was tight (November 1st) and therefore must be considered quickly if municipalities wished to participate. The agreement had been reviewed by Ottawa County's corporate counsel.

Burns explained that this was part of Governor Snyder's 21st Century Infrastructure Commission's Asset Management Pilot program and he has asked communities within Ottawa County to participate. **Burns** said that the only down side was that there would have to be a couple of hours of staff time and the benefit would be that the Village would be looked upon favorably in the event a pot of money was put forward to help pay for the Assent Management plan. **Burns** explained that the Governor was term limited and trying to get this wrapped up before his term was up because the next governor might not fund it.

Motion by **TePastte**, second from **Van Strate**, to approve participating in Governor Snyder's 21st Century Infrastructure Commission's asset management pilot program.

Yes: 5 No: 0

7. Department Reports

A. Village Manager – Manager **Burns** said she had nothing to add.

B. Clerk/Treasurer/Finance Director

C. OCSO

D. Fire

E. 911

F. DPW

G. Building

H. Water

I. Sewer

J. Barber School Annual Report

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

9. New Business and Reports by Village Council - No new business at this time.

10. Status Report: Village Attorney – Attorney **Sullivan** had no further comment.

11. Statement of Citizens – Lee Schuitema, 408 W Exchange, shared with Council that the Cutler Street building, down from his home, had been sold and that the new owners had already started renovations.

12. Adjournment

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

Yes: 5

No: 0

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk

DRAFT



Village of Spring Lake
Draft Minutes Council Work Session

October 9, 2017

7:00 p.m.

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

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

1. **Adopt-a-Garden Report (Darcy Dye** – Council was provided the 2017 report on Adopt-a-Garden activities with credit going to Darcy Dye and Sylvia Russett for their labor tending gardens and coordinating the volunteers.

Darcy shared that Sylvia was moving on to help with Ottawa County Parks, so Darcy said she would be working with Chris to revamp the program and work with some of the volunteers so that if anything should happen to her, others would be up to speed to take over. Darcy said that their nemesis were dog owners that feel, as tax payers, their dogs can do whatever they want on municipal property and smokers think that the gardens are the ideal place for their cigarette butts, so it will take a little time to get them cleaned up this fall and take out some plants that will have to be replaced in the spring. Darcy shared that they would be focusing on cleaning up the Jackson Street Corridor and Exchange Street gardens for spring. Darcy said the volunteers were spectacular and that they had really taken ownership of their respective gardens. **Doss** said the volunteers had done a wonderful job and that she would like to see the area around Whistle Stop have a few more plantings and asked about a walk around with Darcy to get her advice on what would work. **Burns** mentioned that Darcy would be hosting a luncheon for volunteers and Darcy said that they would be having pizza from the Village Baker. **Burns** suggested that the Village buy the pizzas; Council concurred.

2. **Tower Agreement** – Attorney Bob Sullivan reviewed the proposed Tower Agreement and presented the document for Council consideration.

Burns reported that Attorney Sullivan was comfortable with the Tower agreement and asked if anyone had questions. There were no questions and **Council** agreed this could be placed on the Consent Agenda.

3. **Board & Committee Appointments** - The following is a list of board/committee appointments expiring in November. Each member received an application and invitation to reapply for the seat. Steve Nauta has asked not to be reappointed to the DDA.

<u>Board/Committee</u>	<u>Name</u>
DDA	Doug Heins
DDA	Dr. James Moore
DDA	Tim Dean*
DDA	Steve Nauta
Historic Conservation Commission	Shelly Brower
Historic Conservation Commission	Bruce Campbell
Parks & Recreation Commission	Clarissa Groenevelt
Parks & Recreation Commission	George Barfield
Planning Commission	Eric Johnson
Planning Commission	Lesley VanLeeuwen Vega
Planning Commission	Scott VanStrate
ZBA	Elizabeth Wheeler
ZBA	Scott VanStrate

The following *new* applications have been received for boards/committees:

ZBA	Jim MacLachlan**
DDA	Nicole LaBelle
DDA	Michelle Dixon

*no application was received as of press time

**was an alternate; would like to be considered for a regular slot on the ZBA.

Burns explained that she had received an application from Shannon McMaster for ZBA and that she would recommend that Shannon be appointed ZBA and Jim MacLachlan be re-appointed as the ZBA alternate. **Burns** shared that she had not heard back from Tim Dean and Steve Nauta did not want to be reappointed to the DDA but she had received 2 applications, Nichole LaBelle and Michelle Dixon, for DDA and that they were both looking forward to being part of this board. **Burns** also noted that **Doss** needed to be re-appointed to the Library Board, but that was not on the list. **Council** discussed these re-appointments and agreed that they would appoint McMaster to ZBA, with MacLachlan to remain as alternate and LaBelle and Dixon to DDA. **Council** agreed this was an item for the Consent Agenda.

- 4. Shared Human Resources MOU** - The Village/Township Committee had been meeting to iron out details for sharing personnel within the DPW. Council was provided a copy of the proposed agreement for review.

Burns explained that **Doss** and **Duer** served on the Township/Village Committee where they had been working on the details of sharing DPW personnel. **Burns**

reported that there had been a little bit of angst with staff as they talk through this process of trying to determine how to best serve both communities in the most cost-effective manner. **Burns** said that Gordon Gallagher had instructed Attorney Ron Bultje to write a draft agreement so they could start working in that direction, but that they still had some details to work out, like job descriptions and who was going to be in what slot. **Burns** also said that they wanted to protect staff, but they also wanted to see if there was a efficient, cost-effective way to do things.

Powers and **Duer** felt the agreement was a little thin but that they were going on the relationship with the Township too, which was good. **Duer** said that the committee had not met again since the agreement had been written so they had not had a chance to go back and forth with all parties. **Doss** said that they have had long conversations discussing all angles. **Doss** and **Duer** stressed that they spent a lot of time talking about personnel and how they felt about this change and that the DPW understood that this sharing was to add help. **Burns** said that the Village DPW had asked why not disincorporate then, so John Stuparits explained to them that the DPWs were not merging, but were looking for assistance, for example, during a large snowstorm and that it was a building up of both departments. **Duer** said that one of the hardest parts would be the cross training because the Township had the latest water and sewer and the Village's was antiquated. **Burns** explained that the reason they were doing this now was because Stuparits would be leaving in 15 months and they wanted to have this in place with John guiding it. **Council** agreed they were comfortable with this agreement and this could be added to the Consent Agenda.

5. Communications

- Connector Path Progress Report – **Burns** reported that the Connector Path was coming along well and that they opened the path when they could, but there had been a few complaints. **Burns** said they did have an issue with paint adhesion because the first coat of paint had not been applied properly, but that was being redone and they were on schedule with the rest.
- Consumers Energy Tree Grant – **Burns** said kudos to the DPW and Mary for getting the tree grant and that the stakes for the trees were in and they should be planted in the next few weeks.
- Library Calendar (October)
- Oktoberfest Marathon Kudos
- Phragmites Minutes
- SLFD Kudos
- Vanhuizen street light removal request – **Burns** explained that Bill and Stacey Vanhuizen have requested that a street light, on the corner of Buena Vista and Parkhurst, be removed because it shined into their bedroom window. **Burns** recommended that the street light not be removed because the next streetlight

was quite a distance away and that it would leave that intersection too dark. **Council** agreed that taking the street light out was not in the best interest of the rest of the neighborhood.

6. Discussion Items

- Connector Path Update
- Leaf collection
- Brush collection
- CGF Community Dinner - **Burns** reported that she, along with the managers from Ferrysburg, Spring Lake Township and the City of Grand Haven had met and came up with a plan for future festival dinners that would be less stressful for staff and less expensive for each community. **Burns** said they would also be inviting Grand Haven Township to participate. **Doss** explained that this was a very stressful, expensive and time-consuming event and that she felt the Coast Guard Festival Committee was the most qualified to host this event in the future. **Council** agreed with the plan for future dinners.
- Rental Registrations – **Burns** explained that there were a few short-term rentals operating in the Village that had received complaints and those had received letters, and there were also a few seasonal rentals that were not registered in the rental program. **Burns** asked **Council** if they wanted to continue in the same direction meaning all enforcement would be complaint-driven. **Council** agreed they wanted to continue to address the rentals only as complaints came in.
- Hanson “No Objection Letter” request – **Burns** explained that the Hanson’s at 335 N. Lake have asked the Village to consider a “No Objection” Letter for a dock. **Burns** said that she recommended that the “No Objection” letter be signed because it did not look like it would impede Lakeside Beach. **Council** agreed and that this was an item for the Consent Agenda.

7. **Barber School Request** - Jesse VanDyke requested the use of Barber School on November 18, 2017 for a wedding and intended on serving alcohol. Jesse provided proof of liability insurance. Due to the alcohol consumption, Council must formally approve the rental.

Burns explained that a request had been received to serve alcohol during a wedding at Barber School and that they had provided the appropriate liability insurance. **Powers** said that unless someone disagreed, this request could be added to the Consent Agenda. **Council** agreed.

8. Master Plan Consultant Selection - A work group reviewed 8 proposals for the Master Plan project. The work group was comprised of:

- Jennifer Howland, Planner
- Lukas Hill, Zoning Administrator
- Christine Burns, Village Manager
- Mark Powers, Village President
- Lou Draeger, DDA Chair
- David Kauchek, Planning Commission Chair

After considerable discussion and follow-up on references and questions for the consultants, the group recommended that the Village enter into an agreement with Williams & Works to complete the Master Plan project. The base price was \$15,000 with options for additional workshops & renderings (\$3,500), a market analysis (\$3,000) and a project website (\$3,500). Copies of the proposals were available for Council review.

Burns explained that the proposals had been reviewed by a group of individuals and that they have recommended Williams and Works to complete the Master Plan project. **Burns** said that the Village has worked with them in the past. **Powers** explained the reasons Williams and Works had been chosen. **Burns** said this project should be complete by August, 2018. **Council** discussed and agreed with this recommendation, subject to attorney review.

9. Lighting Presentation - Staff had been working with Russ Rymal (Westshore Design), Jeff TeRoller (Matech Lighting Systems) and Todd Strain (Strain Electric) on specifications to update street lighting along Savidge and along the trail. Representatives were in attendance to discuss options and take a look at the sample lights that had been installed outside of Village Hall.

Burns explained that she and Hinga had met with Russ, Jeff and Todd regarding street and trail lighting that would be much more energy efficient and uniform in color and that 4 sample lights had been installed, at no charge to the Village, for Council to choose from.

Jeff TeRoller introduced himself and explained the differences and advantages of each of the 4 sample lights. Mr. TeRoller also gave some background on the companies involved.

10. Minutes - Minutes of the September 11, 2017 Work Session and September 18, 2017 regular meeting were provided for review.

11. Public Comment – Lee Schuitema said that he had pictures from the news of a tree that fell on an ice cream truck which made him think about the tree dilemma at the Middle School and that this might be the Village in another year.

12. Adjournment – Meeting adjourned at 8:05 p.m.

Mark Powers, Village President

Maryann Fonkert, Deputy Clerk

DRAFT