

Village of Spring Lake

Council Work Session

March 13, 2017

7:00 p.m.

102 West Savidge Street (EOC - Downstairs Conference Room)

Spring Lake, MI 49456

www.springlakevillage.org

1	7:00 p.m. – Annual Heritage Festival Request (Steve VanBelkum)
2	7:05 p.m. – Discussion with Disincorporation Work Group (DWG) The DWG (Tony Verplank) has been invited to attend the work session in order to discuss details regarding their findings behind the recommendation that was presented on February 20, 2017.
3	8:00 p.m. – Ballot Language for Charter Amendment Attorney Bob Sullivan was instructed to draft ballot language for Council consideration so that a Charter Amendment may be placed on the August 8, 2017 ballot. Bob Sullivan will be present to answer questions.
4	8:15 p.m. – North Bank Trail - Crockery Township (Marv Hinga) Crockery Township has submitted proposed agreements for the Village to administer a Transportation Alternatives Program (TAP) Grant for Crockery Township and to seek a State Infrastructure Bank (SIB) loan for Crockery Township.
5	8:20 p.m. - Budget Discussion (Marv Hinga & Chris Burns) Attached please find the SWOT analysis from the goal setting session that took place on January 7, 2017. Council will need to take a look at a number of different funds and budget strategies now so staff can prepare a proposed budget for 2017/2018.
6	8:40 p.m. – Budget Amendments (Marv Hinga) Proposed budgets amendments for the current year will be reviewed.
7	8:45 p.m. – Purchasing Card (Marv Hinga)

	Staff is requesting Council permission to acquire Purchasing Cards (Similar to Credit Cards) for staff use to make small purchases and pay for travel.
8	<p>8:48 p.m. – Water Rates for customers located outside the Village</p> <p>The Village of Spring Lake's water utility has six customers who live outside the Village limits. These customers pay water rates which are 50% higher than the Village Rates. The rates Council approved in January did not adjust the rates for these customers. Staff would like to have Council approve at the March 20th meeting water rates for non-Village customers which are 50% than the Village rates.</p>
9	<p>8:50 p.m. – Annual Business Recognition</p> <p>It is time once again to consider which business the Village would like to recognize. This year the Chamber will be holding the luncheon on June 21st at Trillium. Please note that they would like to get these nominations back by mid-April in order to get the tributes and the awards ordered, so please be prepared to discuss your suggestions for this coveted award. The 2016 recipient was Small Town Sandwich Shop. I will also need to know which members of Council plan on attending the luncheon.</p>
10	<p>8:53 p.m. – Short Term Rental Ordinance</p> <p>As our neighbors contemplate the impact of short-term rental ordinances, we are likely to see impact from their decisions. It warrants a conversation to see where Council would like to take this issue.</p> <p>http://woodtv.com/2017/03/01/n-muskegon-sides-with-upset-neighbor-in-banning-vacation-rentals/</p>
11	<p>9:03 p.m. – Summer Concert Series Endowment Fund</p> <p>The Spring Lake Heritage Festival has assumed responsibility for organizing "Thursdays at the Point" each summer. In order for the GHACF to release funds to the SLHF, they need Council's permission to do so (see <i>attached</i>). The amount available for distribution in 2017 is \$157.</p>
12	<p>9:05 p.m. – Lakeshore Housing Alliance Request</p> <p>The LHA is requesting a \$500 contribution from the Village.</p>
13	<p>9:07 p.m. – Park Usage Requests</p>

	<p><u>Mill Point Park</u></p> <p>The Village has received two requests to utilize Mill Point Park. The first request is from Little Lakers on May 8, 2017. The second request is from the Historic Conservation Commission to utilize the park on June 3, 2017 for the Wooden Boat Show.</p> <p><u>Central Park</u></p> <p>The Village has received a request to utilize Central Park basketball courts on August 10th as part of SLPS's Shindig fund raiser.</p>
14	<p>9:08 p.m. – Street Abandonment Request</p> <p>Mr. Mike Kamps has requested (<i>see attached</i>) that the Village consider abandoning property that surrounds his parcels at the end of Meridian Street.</p>
15	<p>9:10 p.m. – Communications</p> <ul style="list-style-type: none"> • Library Calendar (March)
16	<p>9:12 p.m. - Minutes</p> <p>Minutes of the February 20, 2017 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to March 16, 2017.</p>
17	<p>9:15 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>
18	<p>9:20 p.m. – Adjourn</p>

March 7, 2017

Joyce Verplank Hatton
Spring Lake Village Hall
102 West Savidge Street
Spring Lake, MI 49456



Dear Joyce

The members of the Spring Lake Heritage Festival would like to request the following venues for the 2017 events.

Memorial Day Parade: The parade will be May 29th, using the same route as the previous 11 years. We invite all members of the Council to participate in the ceremony honoring our past and present veterans immediately following the parade.

Festival Week - June 12th – June 17th, 2017

Mill Point Park:	Wednesday, June 14 th Thursday, June 15 th Friday, June 16 th Saturday, June 17 th	Family Fun Night Wings on the Water Entertainment Tent Entertainment Tent Fireworks
Central Park:	Tuesday, June 13 th Friday, June 16 th Saturday, June 17 th	Dog Walk Pickleball Pickleball
Barber School:	Saturday, June 17 th	Pancake Breakfast Sons of the Union Presentation
5K Run:	Same route as previous years - Contact Superior Multisport (616) 843-1808	

SLHF Music at the Point Summer Concerts, Thursdays, June 22nd – August 31, 2017

The committee thanks you and the DPW staff for all your support. If you have any question, please feel free to contact us.

Respectfully,

Steve Van Belkum
SLHF President

MEMORANDUM

**FROM: Village of Spring Lake
Disincorporation Working Group**

TO: Village of Spring Lake Council Members

INTRODUCTION

The Village of Spring Lake Disincorporation Working Group (“DWG”) was formed by an independent group of concerned citizens, who with exception of one, reside in the Village of Spring Lake (the “Village.”)

The DWG was established for the purpose of examining all aspects of the potential dissolution of the Village and to make available a detailed summary of its findings.

Particular areas of the DWG’s focus have included:

- Legal process of disincorporation.
- Potential contents of a disincorporation Plan.
- Implementation of disincorporation.
- Financial implications of disincorporation to the Village residents.
- Financial implications of disincorporation to the Township of Spring Lake, the natural successor and primary local governmental unit which would partially fill the governmental void resulting from the disincorporation of the Village.
- The practical impact on the residents of the Village resulting from the dissolution of the Village.

The purpose of this Memorandum is not to get into the details of these various issues, as this information will be provided or made available to the SLVC and interested residents through the information compiled in the Appendix attached hereto. It should also be mentioned that most of this information has been prepared by the Village administration, working in conjunction with their counterparts from the Township of Spring Lake and other outside consultants and professional advisors.

DISINCORPORATION PROCESS

The primary area of focus of this memorandum will be to provide a high-level overview of the process which the Village of Spring Lake would have to follow to disincorporate, which is outlined in the attached Exhibit A, titled “Roadmap to Disincorporation.” As the roadmap illustrates, there are ten (10) different administrative and/or political steps which must be followed in sequential order to approve and fully implement a plan of disincorporation. While several of these steps are ministerial in nature, a failure at any stage means that the disincorporation process will be terminated for lack of the legally required support.

VILLAGE OF SPRING LAKE CHARTER

As we learned from the unsuccessful attempt to initiate the disincorporation of the Village back in 2012, the current Charter of the Village, which was incorporated under the Home Rule Village Act of 1909, does not provide a process to disincorporate the Village. Consequently, as a pre-condition to allow the SLVC and residents to vote upon the issue of disincorporation, an amendment to the Village Charter must first be adopted.

To initiate the process of proposing an amendment to the Village Charter, one of the three (3) following actions is required:

1. A petition signed by 334 Registered Voters residing in the Village proposing the ¹Charter amendment necessary to facilitate the disincorporation of the Village.
2. A two-thirds (2/3) majority vote of the Village Council approving the language of the Charter amendment necessary to facilitate the disincorporation of the Village
3. A recommendation from the Village of Spring Lake Charter Commission that the Charter be amended to incorporate language which would permit the disincorporation of the Village.

Whether the members of the SLVC support the concept of the disincorporation, it seems inevitable that the first option outlined above (filing of petition with signatures of 334 supporters) will likely be satisfied by those leading the disincorporation campaign. Based upon this likelihood, we believe that the SLVC should consider taking the initiative of allowing the registered voters of the Village to decide whether the disincorporation provision should be added to the Village Charter. We would also encourage the SLVC to properly fund a public awareness and education campaign to help assure that the voters are informed as to the relevant and material facts when voting upon this proposition.

In summary, while the DWG is not in favor of the disincorporation of the Village and feels that there is an extremely remote chance that such an initiative would ever succeed (ultimately requiring approval by 2/3rds of the voters of both the Village and Spring Lake Township), it believes that a fair and informed decision by the residents will ultimately serve the best interests of the Village.

FACTUAL FINDINGS: IMPACT OF DISINCORPORATION

As previously indicated, we will not attempt in the body of this Memorandum to explain or quantify any of the factual findings of the DWG. However, the information that we were able to compile and condense is included in the Appendix to this Memorandum.

¹ Threshold established by the last Presidential election equivalent to 20% of the Village residents who voted in the 2016 election.

CONCLUSION AND FOLLOW-UP

To assist the SLVC in considering the recommendations set forth in this Memorandum and the factual findings included within the Appendix, we think it would be helpful to have a representative group of individuals from the DWG meet with the Village Council. The purpose of this meeting and/or presentation would be to provide further explanation for this group and recommendation and a high-level summary of the factual findings contained in the Appendix.

We appreciate the opportunity to assist the SLVC in its deliberations related to the topic of the disincorporation of the Village and will remain available to further review and respond to any specific follow-up inquiries that this memorandum might generate.

Respectfully,

Village of Spring Lake
Disincorporation Working Group

By: Tony Verplank, Chairperson

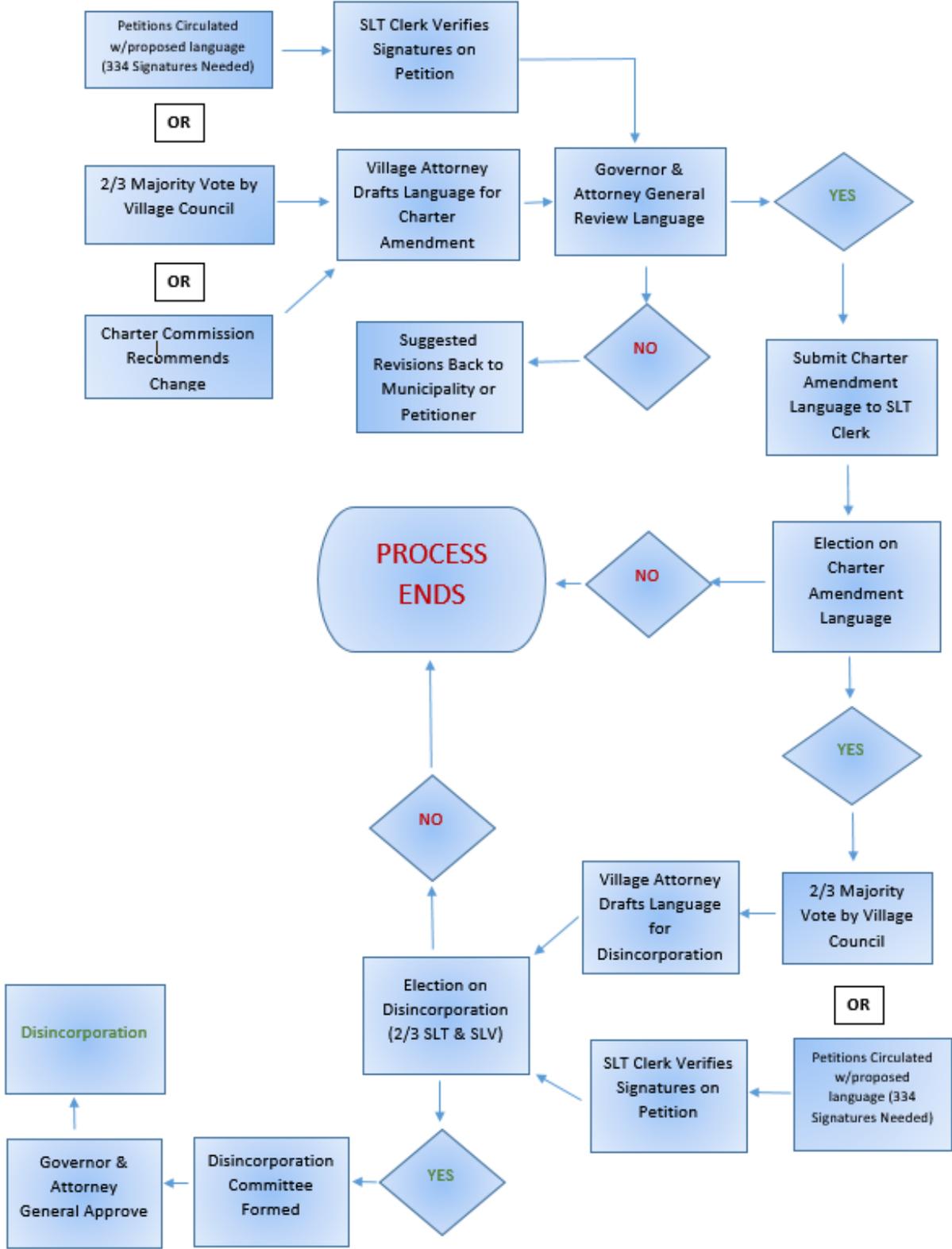
Appendix A

1. The cost the average homeowner for all Village services is roughly \$1.95/day)
2. Cost of marketing for public education: ~\$16,500
3. Unfunded Pension
 - a. \$1.7M @ 120%
 - b. 23 in pool
 - c. New number due in May (for period ending 12/31/16)
 - d. Cost to taxpayer assuming the DDA is still in place, the additional taxes needed would be 19 mills or \$1,900 more in property taxes for the home with a taxable value of \$100,000. If the DDA were not in place, the cost to the homeowner would be \$1,400.
4. Bonded Debt (Village Hall)
 - a. \$925K payments through 2027 (could do a bond call in 3 to 5 years)
5. Brownfield Loans
 - a. \$59,366 payable thru 4/2021.
6. Village Investments
 - a. A portion of these could be used to pay down a portion of the pension liabilities.
7. DDA
 - a. Would be dissolved and would need to be restarted with new base year.
 - b. Downtown may have to form its own association. May be able to purchase the parking lots and charge rent to contiguous property owners to cover expenses.
8. Street Maintenance
 - a. Snow Removal
 - i. ACT51 covers our costs
 - b. Street Maintenance
 - i. ACT51 money doesn't cover all of our costs
 - ii. Would likely need a special assessment to continue
9. ACT51 money could be diverted to the OCRC, but SLT would have to negotiate with OCRC for services.
10. Police
 - a. \$474K annually for 24/7/365 coverage
 - b. Assessment would likely be needed for any amount of Policing
11. Voters
 - a. SLV 2,161
 - b. SLT 9,775
12. Sewer
 - a. Old SLV sewer vs. newer SLT sewer
 - b. Township could potentially charge two rates
 - c. Costs certainly wouldn't decrease
13. Water
 - a. Similar to sewer
14. Harbor Transit

- a. No change
- 15. Impact on property values unknown.
- 16. Property Liquidation
 - a. Deed restricted
 - i. Lose Tanglefoot park and \$20k of income
 - ii. Transfer SLYC to other local government (OC, Ferrysburg or SLT)
 - 1. License would need to be renewed/renegotiated with new owner
 - b. Non deed restricted
 - i. Properties could be sold to an outside buyer or transferred to SLT
- 17. Asset Liquidation
 - a. Buildings
 - i. Properties could be sold to an outside buyer or transferred to SLT
 - b. Machinery
 - i. Property could be sold to an outside buyer or transferred to SLT
- 18. Special Services
 - a. Sidewalk Snow Removal Estimate - \$27,600/Year, Brush Collection Estimate - \$14,000/Year, Leaf Pickup Estimate - \$26,000/Year (\$40K from SLT bike path millage helps offset the cost)
 - b. Street Lights \$15,200
 - c. Crossing guards \$7,700 per year.
 - d. Forestry: In FY 2015-16 total tree expenditures were \$37,521. The current year will probably end up around \$35,000. (subsidized by foundation funds, SLT likely cannot be "Tree City USA")
 - e. Storm water management - \$14,000 budgeted in the current year.
 - f. Lighting of trails in the Village - \$20,000/year
 - g. Village personnel and equipment costs for Heritage Festival - \$9,000 in 2016.
- 19. Parks
 - a. Cost of \$204K would have to be picked up by the SLT or the property sold (minus deed-restricted properties)
- 20. Barber School
 - a. Cost of \$47,492 would have to be picked up by the SLT or the property sold
 - b. Generates \$7,000 in rental income annually.
- 21. Village Hall
 - a. SLT cannot assume bonded debt. Asset would have to be sold and debt paid (could be sold to SLT)
- 22. Operating costs (some portion of this cost would remain for the Township to pick up)
 - a. Council \$13,000
 - b. Clerk/treasurer \$172,000
 - c. Manager \$78,000
 - d. Legal \$14,000 (budget)
- 23. State Revenue Sharing
 - a. Would be redirected to SLT, but SLV would have no control of where it would be spent. SLT cannot receive statutory revenue sharing (~\$8k) only constitutional.
- 24. Disincorporation Costs

- a. Legal \$?
 - b. Studies ~\$40K
 - c. Elections approximately \$8k each
25. Charter Commission to be formed very soon. Unclear as to whether disincorporation language would be part of this or a separate initiative.

Exhibit A - Roadmap to Disincorporation



From: Sullivan, Bob [<mailto:bsullivan@scholtenfant.com>]
Sent: Friday, March 10, 2017 10:03 AM
To: Maryann Fonkert <Maryann@springlakevillage.org>
Cc: Christine Burns <christine@springlakevillage.org>; Tapp, Kimberly <ktapp@scholtenfant.com>
Subject: Disincorporation language

Maryann:

Attached you will find two documents that may be submitted to Council for review. The first is a proposed resolution for Council to consider placing a disincorporation amendment before the voters. The second is the actual disincorporation language. If you have any difficulty opening the documents please let me know. I am also copying Chris on this email so that she has copies. The balance of this email is more for her information.

The document entitled "Amendment to Charter to Provide for Disincorporation" is based primarily on the provisions of the General Law Village Act which pertain to disincorporation. We used those provisions as a basis, and modified them to fit the needs of the Village. Our review of the charters of other villages revealed that very few have disincorporation provisions. A fact that we were able to confirm with the Attorney General's office. This is the reason we used the General Law Village act as a basis for the amendment.

The amendment allows for disincorporation based on a referendum of the voters. If a sufficient referendum is filed, then the Village Council can choose to either put the question of disincorporation to the voters right away, in which case 2/3 of all voters in the Township (incorporated and unincorporated) must vote yes in order for the measure to pass. A second option available to the Council is that, upon receipt of a proper petition, it can choose to appoint a "Disincorporation Commission" which will formulate a "Disincorporation Plan." If the Village Council chooses this route, the Disincorporation Plan will be put in front of voters, and a majority of the voters in the Village, and a majority of the voters in the Township not including the voters in the Village, must approve of the Plan in order for disincorporation to happen. In essence the proposed amendment allows the Council at the time of the receipt of a sufficient petition to decide which of the two routes they want to follow. Consideration should be given to whether or not the current Council would like to select the option now rather than allowing the future Council to make that decision.

We would also remind you that the amendment process will need to follow the rules of the Charter amendment process in MCL 78.17 et seq., as discussed in our previous memorandum on this topic. The Attorney General's office indicated that they will look to see that those provision have been followed when reviewing the proposed amendment. This means that the Village will have to show that the proposed amendment was tabled for at least thirty days, and that it was published according to the provisions of the Act.

As you will note this is a complicated question. Another attorney is covering my Allendale meeting on Monday night. If you would like our office to be present, I am available to attend. I would also bring along Johnny Pinjuv of our office who has assisted in the preparation of the documents. Please let me know if that is something you are interested in, or if you have any further questions.

Thanks. Bob

Chapter 18 - Disincorporation

Section 18.01. - Disincorporation of the Village.

(1) To initiate the disincorporation of the Village, a petition signed by not less than 15% of the registered electors of the Village requesting a vote on the question of whether the Village shall disincorporate shall be filed with the Clerk/Treasurer.

(2) Any petition under subsection (1) shall designate Spring Lake Township as the township into which the Village is proposed to be disincorporated.

(3) After the petition is filed with the Clerk/Treasurer a petition affecting the Village shall not be filed with the state boundary commission until the disincorporation process provided for by this chapter has concluded.

(4) Not more than 14 days after the petition is filed, the Clerk/Treasurer shall verify the signatures and determine the sufficiency of the petition. Unless the Village Council proceeds under sections 18.03 through 18.11 of this chapter, if the Clerk/Treasurer determines that the petition is sufficient, the question of the disincorporation of the Village shall appear on the ballot at the next general or special election to be held in the Village, subject to the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992. The Village Council shall propose the ballot language, in substantially the following form:

"Shall incorporation of the Village of Spring Lake be vacated?

() Yes

() No".

(5) The Clerk/Treasurer shall assist the Spring Lake Township Clerk and election officials of Spring Lake Township in whatever way necessary to conduct the election on the proposed disincorporation in the Village and the portions of Spring Lake Township outside the boundaries of the Village, respectively.

(6) If the election on the proposed disincorporation is to be held in conjunction with a general election or a state primary election immediately before a general election, the notices of close of registration and election shall be published as provided for by the state election laws. Otherwise, the Ottawa County Clerk shall publish the notices of close of registration and election. The notice of close of registration shall include the ballot language of the proposal.

(7) The disincorporation of the Village shall take place under this section only if 2/3 of the electors voting on the question vote "yes". If the disincorporation is approved, the Village Council shall immediately cause a transcript of all the proceedings in the case to be certified to both of the following:

(a) The Ottawa County Clerk.

(b) The secretary of state.

Section 18.02. – Procedure for vacating the incorporation of the Village.

If 2/3 of the electors vote in favor of vacating the incorporation of the Village, the procedure for vacating the incorporation of the Village shall be governed by the applicable provisions of 1895 PA 3, MCL 74.19 to 74.21, as amended. Such applicable sections are hereby incorporated by reference.

Section 18.03. - Resolution for election of procedures.

Not later than the next meeting of Village Council held after the Clerk/Treasurer verifies the petition signatures and determines the sufficiency of the petition under section 18.01 of this chapter, the Village Council may by resolution elect to proceed under this section and sections 18.04 through 18.11 of this chapter, as opposed to putting the question of disincorporation to a vote under section 18.01 of this chapter.

Section 18.04. - Disincorporation commission.

(1) A disincorporation commission shall be composed of 3 members representing the Village, and, if Spring Lake Township desires to have representation on the commission, 3 members representing Spring Lake Township.

(2) The Village Council shall appoint the members representing the Village. If participating, the Spring Lake Township Board shall appoint the members representing Spring Lake Township.

(3) Disincorporation commission members may be Village or Spring Lake Township officials.

Section 18.05. – Oath of office, vacancy in disincorporation commission.

(1) An individual appointed to the disincorporation commission shall take the constitutional oath of office.

(2) A vacancy in the disincorporation commission is created in the manner provided in section 3 of 1846 RS 15, MCL 201.3.

(3) If a member of a disincorporation commission vacates office, the vacancy shall be filled by appointment in the same manner as provided in section 18.04(2) of this chapter.

Section 18.06. - Disincorporation commission; chairperson; secretary; officers; bylaws; quorum; conducting business at public meetings.

(1) The Village Council shall appoint 1 of the representatives of the Village as chairperson of the disincorporation commission.

(2) The Clerk/Treasurer shall call the first meeting of the disincorporation commission and shall serve as secretary of the disincorporation commission and keep its minutes and records.

(3) At its first meeting, the disincorporation commission shall elect such other officers it considers advisable.

- (4) The disincorporation commission shall adopt bylaws to govern the conduct of its business.
- (5) A majority of the members of the disincorporation commission constitute a quorum for the transaction of business at a meeting.
- (6) The disincorporation commission shall conduct its business at a public meeting held in compliance with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275.
- (7) A writing prepared, owned, used, in possession of, or retained by the disincorporation commission in the performance of an official function is subject to the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

Section 18.07. - Disincorporation commission; contract for consultants and advisors; funds.

- (1) The disincorporation commission may contract for such consultants and advisors as may be reasonably necessary in its discretion to carry out its responsibilities.
- (2) The Village Council shall appropriate for the disincorporation commission sufficient funds for the disincorporation commission to reasonably carry out its responsibilities.
- (3) The disincorporation commission may accept any private or public funding.

Section 18.08. - Disincorporation plan.

- (1) The disincorporation commission may adopt a disincorporation plan for the Village. Adoption of a disincorporation plan requires the affirmative vote of 2 of the members representing the Village and 2 of the members representing Spring Lake Township if participating.
- (2) The disincorporation plan shall provide an orderly process for disincorporation of the Village. The disincorporation plan shall include all of the following elements:
 - (a) An interim land use plan and interim zoning of the property within the limits of the Village.
 - (b) Provision for payment of all indebtedness of the Village, including any outstanding judgments, or judgments that may result from pending or future litigation to which the Village may become a party.
 - (c) Disposition of real and personal property and other assets, including funds, deposits, and investments.
 - (d) Disposition of all public records of the Village in accordance with a records retention plan as provided by law, including files, books, and papers.
 - (e) Transfer or termination of employees, and contracts of employment, and disposition of employee benefits, including retirement, health and life insurance, unemployment compensation, accrued sick and vacation leave, and any other benefits.
 - (f) Jurisdiction over streets, roads, bridges, alleys, sidewalks, and any public easements in the Village, and for their maintenance and repair, including street lights and snow removal.
 - (g) Jurisdiction over traffic control and traffic control devices.

(h) Provision for any special assessments or special assessment districts within the Village, including, but not limited to, street maintenance, street sweeping, and private road service.

(i) The transfer or termination of public utilities and public services of the Village, including, but not limited to, water, sewer, drainage, cable television, street lighting, electric service, and garbage and refuse service.

(j) Regulation or orderly transfer of responsibility for any special districts, including, but not limited to, established historic districts, the downtown development district, tax increment financing districts, and land subject to any land transfer agreements.

(k) Provision for any authorities that the Village has established or in which the Village is a member.

(l) Findings as to the fiscal impact of dissolution upon Spring Lake Township and the residents of the Village, including the estimated revenues gained by Spring Lake Township and losses to each municipality from property taxes and from state revenue sharing and from gas and weight tax revenues distributed by this state to the Village and Spring Lake Township.

(m) A process for the resolution of any dispute that may arise over the implementation of the disincorporation plan, if adopted, and the procedure that a party to any such dispute may utilize for this process.

(3) The disincorporation commission may make findings as to the effect of disincorporation upon collateral matters including, but not limited to, property values, public service levels and costs, and local property tax rates.

Section 18.09. – Ratification of disincorporation plan.

A disincorporation plan adopted under section 18.08 shall be submitted to the Village Council and to the Spring Lake Township Board. The Village Council and the Spring Lake Township Board may ratify the disincorporation plan. If the Village Council and the Spring Lake Township Board ratify the plan, the question of disincorporation pursuant to the disincorporation plan shall be placed on the ballot pursuant to section 18.10 of this chapter. If the Village Council or the Spring Lake Township Board fails to ratify the disincorporation plan, the question of disincorporation shall be submitted to the electorate as described in section 18.01 of this chapter not more than 1 year after the date the disincorporation petition was filed with the Clerk/Treasurer.

Section 18.10. – Approval of and vote on disincorporation plan.

(1) If the disincorporation plan is approved under section 18.09 of this chapter, the clerk or other designated member of the disincorporation commission shall prepare and certify to the Ottawa County Clerk ballot language describing the proposed disincorporation and including the following in substantially the following form:

“Shall the Village of Spring Lake be disincorporated pursuant to the plan adopted by the disincorporation commission?

() Yes

() No”.

(2) The Clerk/Treasurer shall certify the proposed disincorporation for inclusion on the ballot at the next general election, the state primary immediately preceding the general election, or a special election not occurring within 45 days of a state primary or a general election, as specified by the Clerk/Treasurer. However, the Clerk/Treasurer shall not certify the proposed disincorporation for inclusion on the ballot at either of the following:

(a) An election to be held less than 60 days after the date of certification.

(b) An election to be held more than 1 year after the Clerk/Treasurer verifies the disincorporation petition signatures and determines that the disincorporation petition is sufficient under section 18.01 of this chapter.

(3) If a special election is requested by the clerk or other designated member of the disincorporation commission, the Ottawa County Clerk shall schedule the election in compliance with section 641 of the Michigan election law, 1954 PA 116, MCL 168.641. The proposal shall be submitted to the qualified and registered electors residing in the Village and Spring Lake Township at that election.

(4) If a disincorporation commission fails to adopt a plan under section 18.08 of this chapter or the clerk or other designated member of the disincorporation commission does not certify the proposed disincorporation for inclusion on the ballot under this section, the question of disincorporation shall be submitted to the electors as described in section 18.01 of this chapter not more than 1 year after the date the disincorporation petition was filed under section 18.01 of this chapter.

Section 18.11. – Disincorporation plan and requirements for voter approval.

(1) The proposed disincorporation is approved by the electors and shall take place pursuant to the plan adopted under section 18.08 of this chapter only if a majority of each of the following votes cast on the question of the proposed disincorporation are in favor of the disincorporation:

(a) The votes cast by electors of the Village.

(b) The votes cast by the electors of Spring Lake Township, counted separately, and excluding votes cast by residents of the Village.

(2) Unless the proposed disincorporation is approved as provided in subsection (1), the proposed disincorporation pursuant to a plan adopted under section 18.08 of this chapter is disapproved by the electors and the Village shall not be disincorporated pursuant to the plan.

Section 18.12. – Limitation on new petitions.

A new petition shall not be filed under section 18.01 of this chapter less than 2 years after the election if the disincorporation is disapproved by the electors at an election held pursuant to section 18.01 or 18.10 of this chapter.

**VILLAGE OF SPRING LAKE
RESOLUTION NO. _____**

**RESOLUTION OF INTENT TO AMEND VILLAGE CHARTER TO PROVIDE FOR
MECHANISM OF DISINCORPORATION**

At a meeting of the Village Council of the Village of Spring Lake, held in the Barber School, 102 West Exchange Street, Spring Lake, Michigan 49456, on the ____ of March, 2017 at _____ p.m., the following Resolution was offered by _____ and supported by _____.

WHEREAS, by its decision dated June 11, 2012 the 20th Circuit Court of Michigan ruled that, in its current form, the Charter of the Village of Spring Lake does not contain provisions by which the Village of Spring Lake can disincorporate; and

WHEREAS, under the authority granted to it under Section 17 of the Home Rule Village Act, the Village Council of the Village of Spring Lake may propose an amendment to the Village Charter by a two thirds vote; and

WHEREAS, the Village Council of the Village of Spring Lake hereby determines that it desires to give the voters of the Village of Spring Lake the ability to vote on a proposed amendment to the Village Charter which would provide for a mechanism by which the Village of Spring Lake could disincorporate.

NOW, THEREFORE, BE IT RESOLVED that the Village Council of the Village of Spring Lake hereby declares its intention to propose an amendment to the Village Charter which would provide a mechanism by which the Village of Spring Lake could disincorporate. The proposed amendment is attached to this resolution as Exhibit A. The proposed amendment shall be published and tabled for at least thirty days before any action will be taken thereon, and such an amendment shall be published pursuant to the requirements in Section 17 of the Home Rule Village Act.

BE IT FURTHER RESOLVED that the proposed amendment will be put on the ballot at the next general election on August 8, 2017, to be voted on by the electors of the Village of Spring Lake.

ROLL CALL VOTE:

YES: _____

NO: _____

ABSTAIN: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

The undersigned Clerk of the Village of Spring Lake hereby certifies that this Resolution was duly adopted by the Village of Spring Lake Council at a meeting held on the ____ day of March, 2017 pursuant to proper notice and compliance with Act No. 267 of the Public Acts of 1976.

Marvin Hinga
Village Clerk, Village of Spring Lake

AGREEMENT TO SERVE AS ADMINISTRATOR FOR TAP GRANT

This Agreement is entered into this ____ of _____, 2017, by and between the Township of Crockery, Ottawa County, Michigan with its office located at 17431 – 112th Avenue, Nunica, Michigan 49448-0186 (the “Township”), and the Village of Spring Lake, Ottawa County, Michigan with its office located at 102 W. Savidge Street, Spring Lake, Michigan 49456 (the “Village”) (the Township and the Village are collectively referred to hereafter as the “Parties”).

RECITALS

WHEREAS, the Transportation Alternatives Program (“TAP”) is a grant program administered by the Michigan Department of Transportation (“MDOT”), which provides available federal funds for eligible transportation projects, including pedestrian and bicycle trails established within abandoned railroad rights-of-way; and

WHEREAS, the Township has obtained a TAP grant from MDOT to fund a portion of the cost of improvements to the Township’s portion of the North Bank Trail, a non-motorized trail and eligible transportation project (the “Project”); and

WHEREAS, although the Township has been awarded the TAP grant by MDOT for the Project, the Township is not an “eligible agency” under the TAP program and, therefore, cannot administer and expend grant funds directly, but may only do so through an eligible agency; and

WHEREAS, the TAP regulations permit a village, as an “eligible agency” under the TAP regulations, to oversee and administer the use of such funds, under arrangements satisfactory to the parties; and

WHEREAS, the Township desires to designate the Village as the administrator for the Township’s TAP grant for the Project; and

WHEREAS, the Village desires to serve as administrator for the TAP grant on behalf of the Township; and,

WHEREAS, the Parties have entered into this Agreement so that the Village, being an eligible agency, may serve as the administrator of the Township's TAP grant for the Project.

NOW, THEREFORE, the Parties agree as follows:

Approval of Description, Plans, and Estimated Costs of Project.

1. A description of the Project is included as Exhibit A to this Agreement. Plans for the Project are on file with the Township. The Village and the Township hereby approve the description of the Project, for purposes of the administration of the TAP grant.
2. The estimate of cost for the Project, including the amount of the Project to be defrayed from the proceeds of the TAP grant, other non-TAP grant funds, and the Loan (as defined in paragraph 2 below), if awarded, is also set forth on Exhibit A. The Village and the Township hereby approve the estimate of cost of the Project for purposes of the administration of the TAP grant.

Payment by Township of Costs of Project; Use of TAP Grant Funds; Undertaking Project.

3. The cost of the Project shall be paid by the Township, using Township funds on hand, the proceeds of the TAP grant, the proceeds of any other grants, if any, and the proceeds of a loan, if any, by the State Infrastructure Bank ("SIB") established by MDOT and provided to the Village for use by the Township for the Project (the "Loan"). The Parties have entered or will enter into a separate agreement with respect to the preparation and submittal of an application for the Loan to SIB and, if awarded, for the administration of the Loan by the Village on behalf of the Township for the Project.
4. The proceeds of the TAP grant for the Project shall only be expended in accordance with the TAP grant and MDOT requirements.

5. The Township is solely responsible for undertaking the Project, paying the Project costs, and prosecuting the work of the Project as required by the TAP grant. The Village shall have no financial or other responsibility with respect to undertaking the Project, paying the costs of the Project, or prosecuting the work of the Project.

Agreement by Village.

6. The Village, as an eligible agency, agrees to administer the TAP grant, on behalf of the Township. The amount of the TAP grant to the Township is equal to 70% of the Project cost, as set forth on Exhibit A (the "Grant").
7. In administering the Grant on behalf of the Township, the Village shall:
 1. promptly notify the Township of: any additional materials, submittals or information required by MDOT to be provided for the administration, disbursement, or accounting of the Grant and proceeds of the Grant; any meetings or phone conferences regarding the administration, review or audit of the Grant; and any communications received by the Village with respect to the administration, auditing, or closeout of the Grant;
 8. reviewing and approving invoices for payment for work performed by contractors and engineers on the Project;
 9. disbursing and accounting for the use of Grant funds for the Project in accordance with Grant and MDOT requirements;
 10. providing a report to the Township, not less than quarterly, describing the expenditure of Grant proceeds and showing invoices submitted, processed, and paid by the Village in the preceding quarter; and

11. preparing and filing all required reports, notices and an accounting of expenditure of Grant proceeds with MDOT as required by MDOT.
12. The Village shall cooperate with the Township to the extent necessary to comply with all terms and conditions of the Grant.
13. Approval and execution of this Agreement by the Village Council shall constitute authorization and direction to Village officials including, but not limited to, the Village President, Village Clerk, and/or Village Manager, to sign and file all necessary materials, documents and certificates with respect to the administration and closeout of the Grant without further authorization from the Village Council.

Agreement by Township.

14. The Township hereby ratifies, approves, and confirms the Village as an “eligible agency” to act on the Township’s behalf under TAP with respect to the administration of the Grant.
15. The Township shall cooperate with the Village and comply with all terms and conditions of the Grant.
16. The Township shall promptly provide the Village with all necessary documents and information required by MDOT during the administration, and for the closeout of the Grant.
17. The Township shall pay to the Village an “administration fee” (the “Administration Fee”), for the Village’s services with respect to the administration of the Grant.
 1. The Administration Fee shall be equal to 1.5% of the Project cost expended by the Village on behalf of the Township that is not paid for using the proceeds of the Grant received for the Project (“non-Grant Expenditures”). For illustration

purposes only, the amount of the Administration Fee shall be calculated as follows:

Total Project Cost	\$1,600,000
<u>less TAP Grant proceeds</u>	<u>\$1,120,000</u>
non-Grant Expenditures	\$ 480,000

non-Grant Expenditures (actual amounts expended)	\$ 480,000
<u>x Administration Fee (1.5%)</u>	<u>1.5%</u>
Total Administration Fee due to Village	\$ 7,200

2. The Administration Fee shall be paid to the Village quarterly based on the amount of non-Grant Expenditures paid by the Village, on behalf of the Township, for the Project in the preceding quarter.
18. Approval and execution of this Agreement by the Township Board shall constitute authorization and direction to Township officials including, but not limited to, the Township Supervisor, Township Clerk, and Township Treasurer, or their designees, to complete, sign, and file all necessary materials, documents and certificates with respect to the Grant without further authorization from the Township Board.

Term of Agreement. This Agreement shall remain in full force and effect for so long as the term of the Grant, or for so long as specified in the Grant documents. If the Grant is terminated by MDOT the terms and conditions of this Agreement and obligations of the Parties shall terminate.

Insurance for Project. The Township shall be solely responsible for maintaining necessary insurance for the work on the Project.

Indemnification and Hold Harmless.

19. The Township assumes all risk and liability for injury or damage to persons or property that arise from the failure to perform the Township's obligations as set forth

in this Agreement or otherwise due to gross negligence or intentional wrongdoing by the Township or its officers, employees or agents. To the extent permitted by law, the Township agrees to indemnify the Village and its officers, employees and agents from any and all losses, damages, claims, and expenses, including reasonable attorney's fees incurred for defense, resulting from an injury or damage to any persons or property for which the Township has assumed risk and liability pursuant to the immediately preceding sentence to the extent that any insurance maintained by the Township therefore is insufficient. The Township's obligation pursuant to this subsection shall survive beyond the termination of this Agreement.

20. The Village assumes all risk and liability for injury or damage to persons or property that arise from the failure to perform the Village's obligations as set forth in this Agreement or otherwise due to gross negligence or intentional wrongdoing by the Village or its officers, employees or agents. To the extent permitted by law, the Village agrees to indemnify the Township and its officers, employees and agents from any and all losses, damages, claims, and expenses, including reasonable attorney's fees incurred for defense, resulting from an injury or damage to any persons or property for which the Village has assumed risk and liability pursuant to the immediately preceding sentence to the extent that any insurance maintained by the Village therefore is insufficient. The Village's obligation pursuant to this subsection shall survive beyond the termination of this Agreement.

Communications. The responsible persons for communications pursuant to this Agreement are the: (a) Township Supervisor, and (b) Village Manager. Each party may, by written notice, specify a replacement contact person and also a contingent or backup contact person. All notices

and other documents to be served or transmitted hereunder shall be in writing addressed to the respective parties hereto at the addresses stated on page 1 of this Agreement or such other address or addressee as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage.

No Joint Venture. This Agreement shall not be construed as creating a joint venture between the Township and the Village.

Amendment. No amendment, modification or waiver shall be effective unless in writing and signed by all parties hereto and approved by the Township Board and the Village Council.

Miscellaneous.

21. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.
22. The covenants contained herein shall bind and the benefits and advantages shall inure to the respective successors and permitted assigns of the parties hereto.
23. This Agreement shall be interpreted in accordance with the laws of the State of Michigan.
24. The captions or headings in this Agreement are for convenience only and shall not define, limit, or describe the scope or intent of any provision or section of this Agreement.
25. All exhibits attached hereto are hereby incorporated as though fully stated herein.
26. A waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is

unenforceable for any reason, the unenforceability there shall not impair the remainder of this Agreement, which shall remain in full force and effect.

27. This Agreement is an integrated contract and represents the entire understanding and agreement between the parties hereto regarding the subject matter of this Agreement.

28. The individuals executing this Agreement below personally warrant to the other parties that the individual, in executing this Agreement, is acting with full authority to bind the respective parties to the terms of this Agreement and that evidence of such authority shall be submitted upon request.

TOWNSHIP OF CROCKERY,
a Michigan general law township

By:

Leon Stille

Its: Supervisor

By:

Kathy Buchanan

Its: Clerk

VILLAGE OF SPRING LAW,
a Michigan general law village

By:

Joyce Verplank Hatton

Its: President

By:

Marv Hinga

Its: Clerk

EXHIBIT A

DESCRIPTION OF AND ESTIMATE OF COST FOR THE PROJECT

[to be inserted]

AGREEMENT TO SERVE AS APPLICANT-BORROWER FOR AN SIB LOAN

This Agreement is entered into this ___ of _____, 2017, by and between the Township of Crockery, Ottawa County, Michigan with its office located at 17431 – 112th Avenue, Nunica, Michigan 49448-0186 (hereafter, the “Township”), and the Village of Spring Lake, Ottawa County, Michigan with its office located at 102 W. Savidge Street, Spring Lake, Michigan 49456 (hereafter, the “Village”) (the Township and the Village are collectively referred to hereafter as the “Parties”).

RECITALS

WHEREAS, the Michigan Department of Transportation (“MDOT”) has established the State Infrastructure Bank (“SIB”) to provide loans to certain public entities for eligible transportation improvements; and

WHEREAS, the Township desires to obtain an SIB loan, to fund a portion of the cost of improvements in the Township portion of the North Bank Trail, a non-motorized trail and eligible transportation improvement (the “Project”); and

WHEREAS, a qualified borrower from the SIB must be a public transportation body, eligible to receive state transportation funds under Michigan Public Act 51 of 1951, as amended (“Act 51”); and

WHEREAS, the Township is not an eligible public transportation body under the SIB program, but the Village is an eligible public transportation body under the SIB program;

WHEREAS, the SIB regulations permit an eligible public transportation entity to be the applicant-borrower on behalf of another public entity, to assist in the financing of an eligible transportation improvement; and

WHEREAS, the Village desires to serve as the applicant-borrower for an SIB loan on behalf of the Township; and

WHEREAS, the Township and the Village have entered this Agreement so that the Village, being an Act 51 eligible public transportation entity, may serve as applicant-borrower of a proposed loan from the SIB that would help to fund a portion of the cost of the Project.

NOW, THEREFORE, the Parties agree as follows:

1. **Approval of Description, Plans, and Estimated Costs of Project.**

1. A description of the Project is included as Exhibit A to this Agreement. Plans for the Project are on file with the Township. The Village and the Township hereby approve the description of the Project, for purposes of the Application and SIB loan.
2. The estimate of cost for the Project, including the amount of the Project to be defrayed from the proceeds of the loan from the SIB, if awarded, and the Transportation Alternatives Program (“TAP”) grant (as defined in paragraph 2 below), if awarded, is also set forth on Exhibit A. The Village and the Township hereby approve the estimate of cost of the Project and the amount of the SIB loan to be included in the Application for purposes of the Application and the SIB loan.

2. **Payment by Township of Costs of Project; Use of SIB Loan Funds; Undertaking Project.**

1. The cost of the Project shall be paid by the Township, using Township funds on hand, the proceeds of the SIB loan, if any, and the proceeds of a TAP grant (the “TAP Grant”), if any. The Parties have entered or will enter into a separate agreement with respect to the preparation and submittal of an application for the TAP Grant and, if awarded, for the administration of the TAP Grant by the Village on behalf of the Township for the Project.
2. The Township shall use the proceeds of the SIB loan for the Project in accordance with SIB requirements.

3. The Township is solely responsible for undertaking the Project, preparing the Project costs, and prosecuting the work of the Project as required by SIB and the terms of the SIB loan. The Village shall have no financial or other responsibility with respect to undertaking the Project, paying the costs of the Project, or prosecuting the work of the Project.

3. **Agreement by Village.**

1. The Village, as an eligible agency, agrees to apply to the SIB for a loan, on behalf of the Township, in the amount of \$_____ (the "Loan"), to help fund the cost of the Project. The Village, with assistance and input of the Township, shall complete and file the application for the Loan with the SIB (the "Loan Application"). The Village shall file the Loan Application with SIB on or before _____, 2017, to ensure SIB's consideration and award of the Loan Application during 2017.

2. The Village shall promptly notify the Township of:

1. any additional materials, submittals or information required by SIB to be provided for the SIB's consideration of the Application;
2. any meetings or phone conferences regarding SIB's consideration, award, review or audit of the Application or Loan; and
3. any communications received by the Village with respect to the award, administration, auditing, or closeout of the Loan.

3. Upon approval of the Loan by the SIB, the Village shall notify the Township of such award (if notice of award is not provided by SIB directly to the Township) and inform the Township of all SIB requirements necessary for the Township to obtain the funds from the SIB for the Loan.

4. The Village shall administer the Loan, as awarded by the SIB, on behalf of the Township including, but not limited to:
 1. disbursing Loan funds to the Township in accordance with Loan and SIB requirements;
 2. promptly providing the Township with all notices and information regarding the Loan requirements (including the repayment schedule for the Loan), compiling (with the assistance of the Township) and filing any reports (including, but not limited to, audit or accounting reports) and documents required to be filed with the SIB for the Loan, and any modifications to the Loan;
 3. invoicing the Township, not less than 45 days prior to the due date, for any principal and/or interest payments due under the terms of the Loan (the "Loan Payments") to be paid by the Village to SIB; and
 4. promptly paying all Loan Payments paid by the Township to the Village for repayment on the Loan to SIB in the time and manner specified to the Village by SIB.
5. Amounts paid by the Township to the Village for payment of the Loan Payments shall be used by the Village solely for the purpose of paying the Loan Payments to the SIB when due. Such amounts held by the Village, pending use of such funds to pay the Loan Payments, shall be held as uninvested cash.
6. The Village shall cooperate with the Township to the extent necessary to comply with all terms and conditions of the Loan.
7. The Village shall not be liable to the Township if the Village and/or Township is notified that the Project did not qualify for the Loan.

8. Approval and execution of this Agreement by the Village Council shall constitute authorization and direction to Village officials including, but not limited to, the Village President, Village Clerk, and/or Village Manager, to complete, sign, and file the Application and all necessary materials with respect to the Application and the Loan without further authorization from the Village Council.

4. **Agreement by Township.**

1. The Township hereby ratifies, approves, and confirms the Village as an “eligible agency” to act on the Township’s behalf with respect to the preparation and submission of the Application and the administration of the Loan.

2. The Township shall:

1. promptly provide the Village with all necessary information, materials and submittals necessary for the Village to compile, complete, and file the Application with the SIB by the date set forth in paragraph 3 of this Agreement;
2. cooperate with the Village and comply with all terms and conditions of the Loan;
3. be solely responsible for the costs for the preparation and submittal of the Application and all related plans or documents required by the SIB to be filed with the Application or supplemental to the Application including, but not limited to, the Village’s associated costs for the preparation and submittal of the Application (“Application Costs”);
4. reimburse the Village, within 30 days of receipt of an invoice from the Village, for any Application Costs incurred by the Village for the Township, if any;
5. promptly provide the Village with all necessary documents and information required by the SIB following the award, during the administration, and for the close out of the Loan; and

6. remit to the Village, not less than 30 days prior to due date of any Loan Payments and after invoice by the Village, amounts sufficient to enable the Village to make such Loan Payments when due to the SIB.
3. To the extent that it is necessary for the Township to increase the Loan Payments under the terms of the SIB Loan, the Township agrees to provide adequate funds to the Village to make such increased Loan Payments to the SIB.
4. If any Loan Payment payable by the Township to the Village pursuant to this Paragraph 4 is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of 1% thereof for each month, or fraction thereof, that the same remains unpaid after the due date.
5. If under the terms of the SIB Loan, the SIB Loan may be prepaid, in whole or in part, and the Township in its sole discretion chooses to prepay the Loan in whole or in part, the Township shall provide written notice of its intent to prepay the Loan to the Village, together with such amounts to be prepaid to the Village, and the Village shall pay all such amounts to the SIB, in accordance with the terms of the SIB Loan.
6. The Township intends to repay the SIB Loan using the proceeds of the Township's dedicated trail millage. To the extent the proceeds of the trail millage are insufficient for repayment of any principal or interest due on the SIB Loan, the Township agrees to use other legally available revenues and resources to make such payments to the Village to enable the Village to make such payments to the SIB in accordance with the requirements of the SIB Loan.
7. The Township, in its sole discretion, may pay in advance any portion of a Loan Payment in excess of the Loan Payment requirement, in which event the Village shall

credit the Township with advance payment of the next succeeding payments to the extent of such advance payments.

8. The Township shall pay to the Village an “administration fee” (the “Administration Fee”), for the Village’s services with respect to the preparation and submittal of the Application and administration of the Loan. The Administration Fee shall be \$150 per year and shall be paid by the Township to the Village on or before ____ 1 each year in which the SIB Loan is outstanding. Upon repayment of the SIB Loan in full by the Township and Village, the Township shall no longer be required to pay the Administration Fee to the Village.

9. Approval and execution of this Agreement by the Township Board shall constitute authorization and direction to Township officials including, but not limited to, the Township Supervisor, Township Clerk, and Township Treasurer, or their designees, to complete, sign, and file the Application, if necessary, and all necessary materials with respect to the Application and Loan without further authorization from the Township Board.

5. **Term of Agreement.** This Agreement shall remain in full force and effect for so long as the term of the Loan, if awarded by the SIB, or for so long as specified in the Loan documents. If the Loan is not awarded for the Project by the SIB or the Loan is terminated by the SIB, or the Township pays-off the Loan in full prior to the full term of the Loan, the terms and conditions of this Agreement and obligations of the Parties shall terminate.

6. **Insurance for Project.** The Township shall be solely responsible for maintaining necessary insurance for the work on the Project.

7. Indemnification and Hold Harmless.

1. The Township assumes all risk and liability for injury or damage to persons or property that arise from the failure to perform the Township's obligations as set forth in this Agreement or otherwise due to gross negligence or intentional wrongdoing by the Township or its officers, employees or agents. To the extent permitted by law, the Township agrees to indemnify the Village and its officers, employees and agents from any and all losses, damages, claims, and expenses, including reasonable attorney's fees incurred for defense, resulting from an injury or damage to any persons or property for which the Township has assumed risk and liability pursuant to the immediately preceding sentence to the extent that any insurance maintained by the Township therefore is insufficient. The Township's obligation pursuant to this subsection shall survive beyond the termination of this Agreement.
2. The Village assumes all risk and liability for injury or damage to persons or property that arise from the failure to perform the Village's obligations as set forth in this Agreement or otherwise due to gross negligence or intentional wrongdoing by the Village or its officers, employees or agents. To the extent permitted by law, the Village agrees to indemnify the Township and its officers, employees and agents from any and all losses, damages, claims, and expenses, including reasonable attorney's fees incurred for defense, resulting from an injury or damage to any persons or property for which the Village has assumed risk and liability pursuant to the immediately preceding sentence to the extent that any insurance maintained by the Village therefore is insufficient. The Village's obligation pursuant to this subsection shall survive beyond the termination of this Agreement.

8. **Communications.** The responsible persons for communications pursuant to this Agreement are the: (a) Township Supervisor, and (b) Village Manager. Each party may, by written notice, specify a replacement contact person and also a contingent or backup contact person. All notices and other documents to be served or transmitted hereunder shall be in writing addressed to the respective parties hereto at the addresses stated on page 1 of this Agreement or such other address or addressee as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage.

9. **No Joint Venture.** This Agreement shall not be construed as creating a joint venture between the Township and the Village.

10. **Amendment.** No amendment, modification or waiver shall be effective unless in writing and signed by all parties hereto and approved by the Township Board and the Village Council.

11. **Miscellaneous.**

1. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.
2. The covenants contained herein shall bind and the benefits and advantages shall inure to the respective successors and permitted assigns of the parties hereto.
3. This Agreement shall be interpreted in accordance with the laws of the State of Michigan.
4. The captions or headings in this Agreement are for convenience only and shall not define, limit, or describe the scope or intent of any provision or section of this Agreement.
5. All exhibits attached hereto are hereby incorporated as though fully stated herein.

6. A waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability there shall not impair the remainder of this Agreement, which shall remain in full force and effect.
7. This Agreement is an integrated contract and represents the entire understanding and agreement between the parties hereto regarding the subject matter of this Agreement.
8. The individuals executing this Agreement below personally warrant to the other parties that the individual, in executing this Agreement, is acting with full authority to bind the respective parties to the terms of this Agreement and that evidence of such authority shall be submitted upon request.

TOWNSHIP OF CROCKERY,
a Michigan general law township

By:

Leon Stille
Its: Supervisor

By:

Kathy Buchanan
Its: Clerk

VILLAGE OF SPRING LAW,
a Michigan general law village

By:

Joyce Verplank Hatton
Its: President

By:

Marv Hinga
Its: Clerk

EXHIBIT A

DESCRIPTION OF AND ESTIMATE OF COST FOR THE PROJECT

[to be inserted]

Village of Spring Lake
 March 2017 Budget Amendments

	Fund	Dept.	Account	Current	Proposed	Change
207-000.000-709.207	Police	Police	Retiree Insurance	18,100	14,000	(4,100)
207-000.000-939.000	Police	Police	Office Rental	-	4,100	4,100
Adjust Police Fund for the cost of leased space at the Township Fire Station.				Net Change		0
208-000.000-677.210	Public Improvement	Revenue	Central Park Donations	-	4,000	4,000
208-000.000-978.692	Public Improvement	General Services	Central Park Improvements	-	4,000	4,000
Adjust Public Improvement Fund for costs related to completion of Central Park Capital Improvement Project				Net Change		0
101-000.000-677.150	General Fund	Revenue	Insurance Reimbursements	-	750	750
101-557.000-931.000	General Fund	Lakeside Beach	Building Repairs and Maintenance	3,500	4,250	750
Adjust Lakeside Beach budget for the replacement of lifeguard chair damaged by motorist.				Net Change		0
208-000.000-676.296	Public Improvement	Revenue	Transfer from TIF Fund	-	25,000	25,000
208-000.000-978.825	Public Improvement	General Services	Grand River Greenway	-	25,000	25,000
236-000.000-676.296	DDA	Revenue	Transfer from TIF Fund	401,000	376,000	(25,000)
236-000.000-975.000	DDA	General Services	Appropriation to Fund Balance	107,240	82,240	(25,000)
296-000.000-818.236	TIF Fund	General Services	Transfer to DDA Fund	401,000	376,000	(25,000)
296-000.000-818.208	TIF Fund	General Services	Transfer to Public Improvement Fund	-	25,000	25,000
Adjust Public Improvement, DDA and TIF Funds for cost related to Grand River Greenway wetlands mitigation.				Net Change		0
101-265.000-702.000	General	Building and Grounds	Full Time Wages	9,007	8,257	(750)
101-265.000-703.101	General	Building and Grounds	Township Hall Part Time Wages	1,000	200	(800)
101-265.000-801.000	General	Building and Grounds	Professional Services	-	2,500	2,500
101-265.000-920.000	General	Building and Grounds	Township Hall Utilities	4,000	2,425	(1,575)
101-265.000-931.000	General	Building and Grounds	Building Repairs and Maintenance	10,000	13,000	3,000
101-265.000-931.001	General	Building and Grounds	Township Hall Building Repairs	3,000	625	(2,375)
Adjust the Village Hall Building and Grounds Budget				Net Change		0
249-000.000-477.000	Building Fund	Revenue	Building Permits	40,000	56,000	16,000
249-381.000-702.000	Building Fund	Planning/Zoning	Full Time Wages	12,500	18,000	5,500
249-381.000-704.000	Building Fund	Planning/Zoning	Social Security	950	1,260	310
249-381.000-709.000	Building Fund	Planning/Zoning	Medical Insurance	4,256	4,396	140
249-381.000-801.400	Building Fund	Planning/Zoning	Building Inspections	15,000	25,000	10,000
249-381.000-910.000	Building Fund	Planning/Zoning	Insurance	1,250	1,300	50
Adjust Building Fund Budget to reflect greater activity in the current fiscal year.				Net Change		0

Village of Spring Lake
March 2017 Budget Amendments

	Fund	Dept.	Account	Current	Proposed	Change
207-000.000-709.207	Police	Police	Retiree Insurance	18,100	14,000	(4,100)
207-000.000-939.000	Police	Police	Office Rental	-	4,100	4,100
Adjust Police Fund for the cost of leased space at the Township Fire Station.				Net Change		0
208-000.000-677.210	Public Improvement	Revenue	Central Park Donations	-	4,000	4,000
208-000.000-978.692	Public Improvement	General Services	Central Park Improvements	-	4,000	4,000
Adjust Public Improvement Fund for costs related to completion of Central Park Capital Improvement Project				Net Change		0
101-000.000-677.150	General Fund	Revenue	Insurance Reimbursements	-	750	750
101-557.000-931.000	General Fund	Lakeside Beach	Building Repairs and Maintenance	3,500	4,250	750
Adjust Lakeside Beach budget for the replacement of lifeguard chair damaged by motorist.				Net Change		0
208-000.000-676.296	Public Improvement	Revenue	Transfer from TIF Fund	-	25,000	25,000
208-000.000-978.825	Public Improvement	General Services	Grand River Greenway	-	25,000	25,000
236-000.000-676.296	DDA	Revenue	Transfer from TIF Fund	401,000	376,000	(25,000)
236-000.000-975.000	DDA	General Services	Appropriation to Fund Balance	107,240	82,240	(25,000)
296-000.000-818.236	TIF Fund	General Services	Transfer to DDA Fund	401,000	376,000	(25,000)
296-000.000-818.208	TIF Fund	General Services	Transfer to Public Improvement Fund	-	25,000	25,000
Adjust Public Improvement, DDA and TIF Funds for cost related to Grand River Greenway wetlands mitigation.				Net Change		0
101-265.000-702.000	General	Building and Grounds	Full Time Wages	9,007	8,257	(750)
101-265.000-703.101	General	Building and Grounds	Township Hall Part Time Wages	1,000	200	(800)
101-265.000-801.000	General	Building and Grounds	Professional Services	-	2,500	2,500
101-265.000-920.000	General	Building and Grounds	Township Hall Utilities	4,000	2,425	(1,575)
101-265.000-931.000	General	Building and Grounds	Building Repairs and Maintenance	10,000	13,000	3,000
101-265.000-931.001	General	Building and Grounds	Township Hall Building Repairs	3,000	625	(2,375)
Adjust the Village Hall Building and Grounds Budget				Net Change		0
249-000.000-477.000	Building Fund	Revenue	Building Permits	40,000	56,000	16,000
249-381.000-702.000	Building Fund	Planning/Zoning	Full Time Wages	12,500	18,000	5,500
249-381.000-704.000	Building Fund	Planning/Zoning	Social Security	950	1,260	310
249-381.000-709.000	Building Fund	Planning/Zoning	Medical Insurance	4,256	4,396	140
249-381.000-801.400	Building Fund	Planning/Zoning	Building Inspections	15,000	25,000	10,000
249-381.000-910.000	Building Fund	Planning/Zoning	Insurance	1,250	1,300	50
Adjust Building Fund Budget to reflect greater activity in the current fiscal year.				Net Change		0

PAST RECIPIENTS

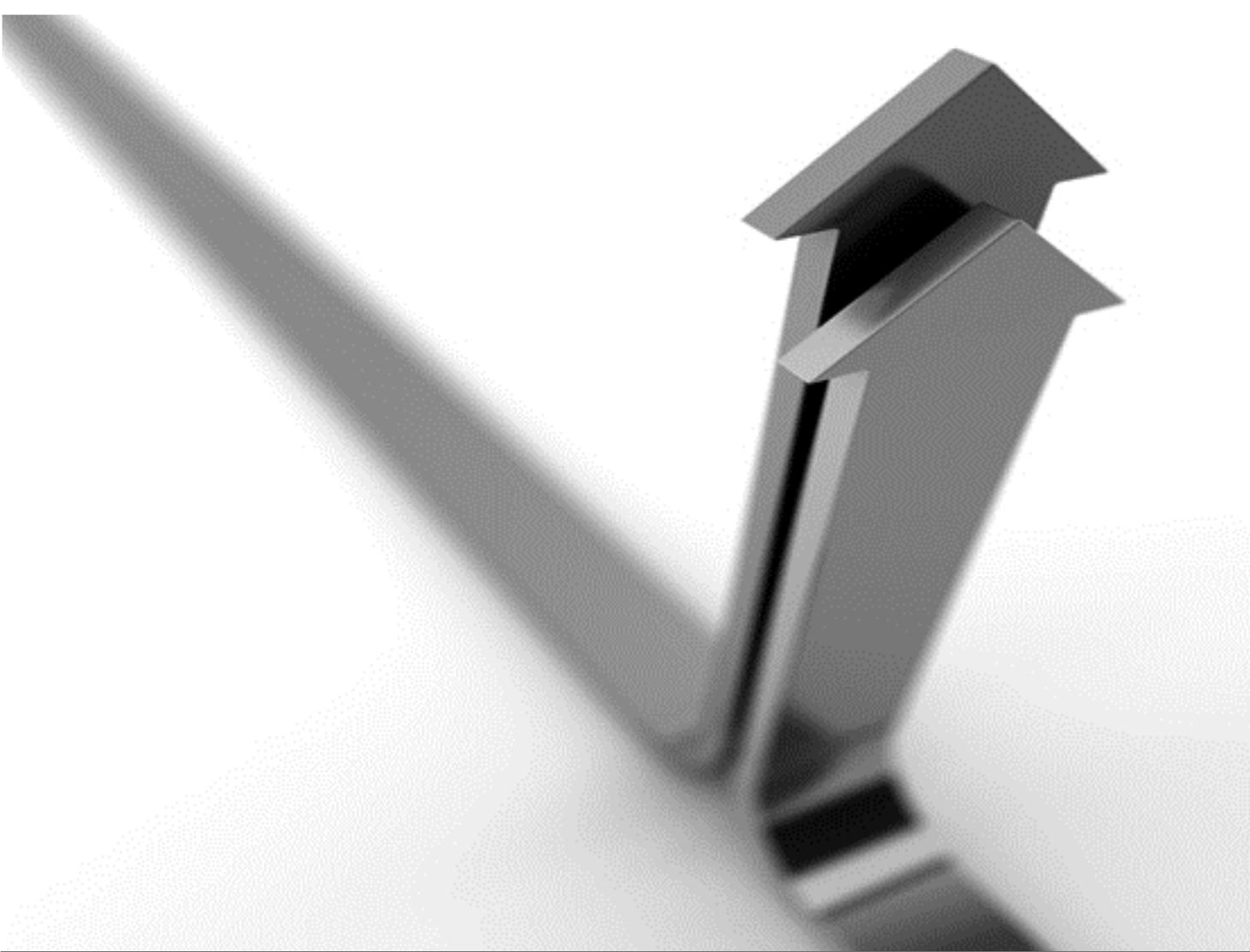
	City of Ferrysburg	City of Grand Haven	G. H. Charter Township	Spring Lake Township	Village of Spring Lake
2016	SD Enterprises	Village at the Pines/Grand Pines Assisted Living	Lake Trust Credit Union	Shape Corporation	Small Town Sandwich Shop
2015	Johnston Boiler Company	GLASSource	Anlaan Corporation	David C. Bos Homes	Top Butcher Shoppe & BBQ
2014	I'move	Preferred Auto Dealerships	MS Metal Solutions	Supreme Machine Products	521 LLC
2013	Appolonia's	Grand Transformers, Inc.	Commercial Manufacturing & Assembly	Active Manufacturing	Old Boys' Brewhouse
2012	Basketball Basics	D. Baker & Son Lumber Co.	Crossroads Blueberry Farm	Falcon Corporation	Village Baker
2011	AAC Credit Union	Biosolutions LLC	Haven Manufacturing, LLC	Spring Lake Country Club	Seven Steps Up
2010	Ferrysburg Wash Center	Brilliance Audio	Reenders Blueberry Farms	Interior Concepts	Mill Point Station
2009	Michigan Pizza Hut	Sweet Temptations	Generation Care	Almond Products	Garrison Dental Solutions
2008	Water Colors Early Childhood Center	Grand Landing, LLC	Wal-Mart Store 5386	Pliant Plastics, Inc.	Carlson Wagonlit Travel
2007	Trillium Banquet Center	Scholten Fant	Macatawa Bank	VanderWall Bros. Concrete	Two Tony's Taverna Grille
2006	de Stoel Upholstery	NetShape International	Grand Haven 9	Alcoa Mich. Casting Ctr.	Village Hardware
2005	Leppink's Food Center	Commercial Contractors	Yogi Bear Jellystone Park	Schap Specialty Machines	Five Ten Properties
2004	Ind. Metal Identification	Redeker Ford	Grand Haven Golf Club	Herman Miller, Inc.	Spring Lake Antique Mall
2003	5/3 Bank Ferrysburg	Great Harvest Bread Co.	Bekins Auto Service	B R Metal Products	Peel Brothers, LLC

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2002	CITGO/Exxon Mobil Term.	North Shore Marina	Loftis Machine Company	Grand River Polishing Co.	Avalon Floral LLC
2001	Automotive Advantage	Fredricks Design, Inc.	Anderson Technologies Inc.	Oak Crest Manors	Holiday Inn
2000	McKellips & Sons	Grand Haven Plastics	Meijer, Inc.	West Michigan Auto Body	Harbor Steel
1999	Verplank Trucking Co.	Automatic Spring Products	Seaver Industrial Finishing	Sintel, Inc.	HF Hospital for Animals
1998	Keenan Marina	JSJ Corporation	Light Corporation	Counter Point Furniture	Old Boy's Brewhouse, Inc.
1997	Falcon Corporation	N. Ottawa Comm. Hospital	Zelenka Nursery, Inc.	MLP Manufacturing	McDonalds Restaurant
1996	Pine Street Cafe	The Coffee Grounds	Transfer Tool Systems, Inc.	Keur Industries, Inc.	Idle Hour Restaurant
1995	Tri-City Oil Company	Tri-Cities Family YMCA	Comm. Machining & Assy.	Michigan Brass Division	Fireside Design, Inc.
1994	Advanced Signs, Inc.	Donnelly Corporation	R & P Properties, Inc.	Carroll Bos, Developer	WESCO-Spring Lake
1993	Leppink's Town Center	Finish Company	Gaard, Inc.	Vic's Restaurant & Lounge	FMB Bank (of Spring Lake)
1992	Portenga Manufacturing	Meijer, Inc.	Follen Tool Company	Lakeshore Diversified Prod.	NBD Bank (of Spring Lake)
1991	David C. Bos Const.	Stanco Metal Products	Harbor Industries	Supreme Machined Prod.	Graflex, Inc.
1990	Westwind Construction	Andros, Inc.	Peter Nagel Multi-Spindle	Interior Specialists	Holiday Inn
1989	Construction Aggregates	Eagle Ottawa Leather Co.	Weyburn Bartel, Inc.	Integrated Metal Tech.	Miller Smith Manuf.
1988	Johnston Boiler Co.	G.H. Stamped Products	Harbor Industries	Kysor Medallion	Barrett Boat Works
1987	North Shore Machine Works	Contour Roll Company & Shape Corporation	H & H Enterprises	Meridian, Inc.	Elastodyne

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Prepared for VILLAGE OF SPRING LAKE

FINANCIAL PROPOSAL
October 31, 2016

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The financial proposal is valid for 30 days. Chase reserves the right to amend this proposal thereafter or upon any requested changes. Any requested changes may result in a new financial proposal.

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Definitions

"Net Charge Volume" means total U.S. dollar charges made on a Chase Commercial Card, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Association rules. U.S. Net Charge Volume does not include Large Ticket Transaction Volume.

"Large Ticket Transaction" means a Transaction that the Associations have determined qualifies as a large ticket transaction.

"Large Ticket Transaction Volume" means total Large Ticket Transactions made on a Chase Commercial Card, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Association rules.

"Total Charge Volume" means the sum of Net Charge Volume and Large Ticket Transaction Volume.

"Credit Losses" means all amounts due to Chase in connection with any card that has been written off as uncollectible, excluding amounts due in respect of Fraudulent Charges.

"Fraudulent Charges" are charges made on a Chase Commercial Card that did not directly or indirectly benefit Organization or the cardholder and were incurred by someone other than the Organization or the cardholder, where such person does not have actual, implied, or apparent authority to use the card.

"Gross Rebate" means the rebate amount prior to reduction by Credit Losses and/or Excess Rewards Redemption Expenses (as defined in the Fees section).

DISCLAIMER

“Settlement Terms” means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

FINANCIAL PROPOSAL

Pricing Assumptions – U.S. Program

Chase has based the proposed pricing for your requested card program on the following assumptions:

COMMERCIAL CARD SOLUTIONS	
	<i>U.S. One Card</i>
<i>Annual Total Charge Volume</i>	\$750,000
<i>Statement Billing Period</i>	30
<i>Payment Days from Statement Date</i>	14
<i>Cards</i>	10
<i>Contract Initial Term</i>	3 years with one-year auto renewals
<i>Type of Liability, Billing, and Payment</i>	Corporate, Central, Central

FINANCIAL PROPOSAL

Financial Incentives – U.S. Program

Annual Volume Incentive

Chase is pleased to offer a volume Gross Rebate based on annual Total Charge Volume and Settlement Terms for your U.S. One Card program. The Gross Rebate is calculated by multiplying the annual Net Charge Volume by the Rebate Rate (as determined according to the following chart) and is paid annually for the prior contract year's annual Net Charge Volume, as illustrated in the following chart:

The following volume incentive is based on the annual charge volume of your spend.

U.S. One Card Program		
Annual Total Charge Volume	Volume Rebate Rate	Volume Rebate Rate
	@ 30/14	@ 30/25
less than \$500,000	0.20%	0.15%
\$500,000	0.30%	0.25%
\$1,000,000	0.75%	0.70%
\$2,000,000	0.85%	0.80%
\$3,000,000	0.90%	0.85%
\$4,000,000	0.95%	0.90%
\$5,000,000	1.00%	0.95%
\$6,000,000	1.02%	0.97%
\$7,000,000	1.04%	0.99%
\$8,000,000	1.06%	1.01%
\$9,000,000	1.08%	1.03%
\$10,000,000+	1.10%	1.05%

- Should the Organization achieve the minimum annual Total Charge Volume required to earn an annual Volume Incentive as stated above, Chase will pay the Organization a rebate based on annual Large Ticket Transaction Volume associated with all programs. The rebate will be calculated as 0.30% (“Large Ticket Rebate Rate”) multiplied by the annual Large Ticket Transaction Volume associated with all programs.
- The rebate applied to Charge Volume will be determined by the specific contracted settlement terms of each individual program's Charge Volume.
- Settlement options other than 30/25 are not available for individually billed programs.

Terms and Conditions

- The U.S. One Card program will be established on the MasterCard platform.
- Should your organization qualify to earn a rebate payment during a contract year, the minimum Gross Rebate payable will be \$50. If your organization does not qualify for a rebate (e.g., does not meet the Settlement Terms), your organization will not receive the minimum Gross Rebate of \$50.

FINANCIAL PROPOSAL

- Credit Losses and any Rewards Redemption Expenses exceeding the redemption pool will be deducted from the Gross Rebate. In cases where Gross Rebate is insufficient to cover these deductions, your organization will be invoiced for the difference.
 - For example, if the actual Gross Rebate is \$45, and the net Credit Loss is \$55, then the Gross Rebate will increase to \$50, offset by the \$55 Credit Loss, so making the net rebate (-\$5).
- Fraud Losses will not be deducted from rebate.
- To qualify for rebates at the time that the rebate is to be paid, your organization must meet certain criteria described in the Definitive Agreement, which include the following:
 - meet Settlement Terms,
 - have a satisfactory Chase credit risk rating, and
 - not be in default under the contract.
- Rebates will be calculated annually in arrears for the previous contract year based on the signing date and paid within 90 days following the end of the contract year via wire transfer to an account designated by your organization.
- Settlement of any centrally billed account must be made by automatic debit. Payments not received by Chase in accordance with the Settlement Terms shall be subject to a finance charge.
- In the event that the association lowers its interchange rates, Chase reserves the right to adjust rebates accordingly.
- All clients are subject to prior credit approval before a firm commitment will be issued from Chase.

FINANCIAL PROPOSAL

UNITED STATES

The following are the fees associated with U.S. One Card program:

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual Bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Rush card	\$25 per card if processed through J.P. Morgan. If processed through the Credit Card Network, the Organization shall pay any fees charged by the Credit Card Network.
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card
Corporate card rewards	\$75 annual fee per card. A rewards program annual fee of \$75 will be assessed to each Cardholder's travel card account. The annual fee will be divided as follows: \$35 dollars will cover J.P. Morgan's administrative costs and the remaining \$40 will be put into the Organization's redemption pool. J.P. Morgan may at any time change the amount of the annual fee and/or the allocation of this amount without notice. If the rewards program redemption expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "excess redemption expenses"), the excess redemption expenses will be deducted from any rebate. If the rebate earned is not sufficient to cover the excess redemption expenses, J.P. Morgan will invoice the Organization for the excess redemption expenses. The Organization shall pay such invoice within 14 days of receipt.

If the Organization requests services not listed in this table, the Organization agrees to pay the fees associated with such services.

Purchasing Card Policy & Procedures

Welcome to the Purchasing Card program. As a cardholder, you have the ability to use the Purchasing Card to pay for business related items and services. Each cardholder has specific transaction dollar size and credit limits placed on their card. If at any time you need your limits adjusted, contact the Village Treasurer.

Purchasing Card Transactions

The Purchasing Card **CAN** be used for authorized business related goods and services that would otherwise have been purchased through invoices, out of pocket, etc. Note that your same budgetary restrictions apply to these purchases; the Purchasing Card is simply another form of payment.

The Purchasing Card **CANNOT** be used for the following items:

- Capital equipment
- Cash advances
- Personal expenses

Please note:

Inappropriate or irresponsible use of your Purchasing Card will result in your card being deactivated.

We expect you to make reasonable and prudent purchasing decisions. As always, large or unusual purchases should be authorized by the Village Manager or his/fer designee prior to purchase.

You are responsible for providing documentation and timely reporting for all purchases.

When you make a transaction using the Purchasing Card, treat it like any other credit card transaction.

1. For phone orders, ***be sure to ask the vendor to send you a receipt or invoice for your records.*** If you are asked to provide an address for phone orders you can verify the address associated with your card on Smartdata.com under employee profile by clicking on your name. If you are asked to provide the CVV or CVC code for your card this is the 3-digit number on the back of your card. It will be located on the signature line after the last 4-digits of your card number.
2. For each month you have transactions on your statement, you must submit your statement and receipts to the Treasurer. **Statements with your receipts/invoices must be kept for Audit purposes.**

- You must provide receipts for every transaction on your statement. **Make sure that the invoice or sales slip clearly shows itemized purchases and taxes paid.**
 - If you purchase food on your Purchasing Card, you are required to insert transaction notes regarding **what the food was for (what type of meeting) and list of everyone in attendance.**
 - Statement and receipts are to be submitted to the Treasurer within five days of receiving the statement. **Failure to submit your statement and receipts in a timely manner may result in cancellation of your Purchasing Card privileges.**
 - If a receipt is lost, you must submit a Lost Receipt Form.
3. Your manager will approve your transactions in Smartdata, so **it is necessary to ensure the information in the Smartdata system is accurate.**

Suppliers/Merchants

- You may use any supplier or merchant that accepts MasterCard.
- If a supplier will not accept the Purchasing Card please do the following:
Thank the supplier for their time and find one that will accept your order. **OR**
Refer the supplier to Chase Merchant Services via phone at (800) 801-0392 or call Chase Merchant Services and ask them to call your supplier.
- If absolutely necessary, an invoice will be accepted, and should be used instead of out of pocket.

Credit Card Security

The Purchasing Card should always be treated with at least the same level of care as with your own personal cards.

- Keep your Purchasing Card in an accessible, but secure location.
- Guard the Purchasing Card account number carefully! Do not post it at your desk or write it in your day planner.

Lost or Stolen Cards

- If the Purchasing Card is lost or stolen, you must immediately notify JPMorgan Chase at 1-800-270-7760.

If An Employee Leaves

- The employee's Purchasing Card should be turned in to their manager.
- The Treasurer should immediately cancel the employee's Purchasing Card.

Statement Errors & Other Problems

In the case of a disputed charge, you should first contact the supplier. Most exceptions or issues can be resolved between the Cardholder and the supplier. If an agreement cannot be reached with the supplier dispute the transaction on JPMorgan's online system, Smartdata, or call 1-800-270-7760.

Credits: The supplier or merchant should issue you credit for any item that has been discussed and agreed to for return. This credit will appear on a subsequent statement.

If Your Card Is Declined

Your card will be declined if:

- You have exceeded your designated transaction limit or monthly credit limit.
- You attempt to use the card for a blocked merchant category, such as gaming/casinos or escort services.

If your card is declined call the Treasurer and explain the situation. Transaction limit or monthly credit limits can be increased immediately by the Treasurer with VP approval.

Key Contacts

The following resources are available to help you with use of the Purchasing Card, answer any questions you may have, or help solve any problems that may arise:

To cancel or report your Purchasing Card lost or stolen please call (24 Hours a day):

**JPMorgan Chase
Customer Service
1-800-270-7760**

To request specific assistance with use of your Purchasing Card, trouble accessing Smartdata, adding GL accounts, credit limit changes, name changes, etc. please call the Purchasing Card Program Administrator (Village Treasurer) at:

616-842-1393

Smartdata - Reporting Procedures

Your Purchasing Card transactions are downloaded in Smartdata daily, but it may take 24 – 48 hours for a purchase to post to your account. **You are responsible to review your transactions in Smartdata regularly.** In reviewing your transactions, you are verifying:

- Transactions are yours,
- Transactions are for the correct amount, and
- Transactions are coded to the correct general ledger account and store number.

After you review your transactions mark your transactions as **REVIEWED**. This indicates that your transactions have been examined for accuracy. Managers, check the approve box, for each of the cardholders assigned to you.

On the 21st of every month you will receive an e-mail notifying you that your statement is available and if you have not reviewed your transactions you have until the end of the 25th to do so. After the 25th deadline, you will not have the ability to make changes for that billing cycle in Smartdata. Journal entries will systematically be created on the 26th of the month and will go against your budget.

Reviewing Your Transactions

To review your transactions in Smartdata:

- Instructions for reviewing your transactions and downloading your statement are on the laminated Cardholder Guide you received with your card. You may print additional copies of the cardholder guide through my."company".com. Select Systems and under Accounting, select Corporate Purchasing Cards, then select Purchasing Cardholder Guide.



N. Muskegon sides with upset neighbor in banning vacation rentals

Heather Walker

Published: March 1, 2017, 6:00 pm | Updated: March 1, 2017, 6:36 pm



The owner of a North Muskegon home shows the view from a room she rented to vacationers. (March 1, 2017)

NORTH MUSKEGON, Mich. (WOOD) — If you are visiting North Muskegon this summer, it looks like you'll need a hotel; the city says it doesn't want any vacation rentals, at least for now.

The issue came up after a neighbor complained about a room that was being rented out next door by Sharon Clark and her husband.

For about two years, the Clarks rented out their upstairs room to visitors from all over the world through Airbnb's website.

That ended when the city sent a cease and desist letter following a complaint from a neighbor who felt bothered by the renters.

"We had other people walk down to the lake on our property," said the neighbor who didn't want to identify herself. "Three times," she added.

The Clarks said the Airbnb guest used the neighbor's path instead of theirs, so the neighbor complained to the city council and the council agreed: the Clarks can't rent out a room.

The city says it's a zoning violation because renting a room in that area is not permitted. The city defines a single family home, as a "building designed exclusively for and occupied exclusively by one family."

"I think they're (the city council is) not interested in the idea of vagrants," North Muskegon City Manager Sam Janson said, though he later clarified that he meant to use the word 'transients.' "People that are coming and going."

"The neighborhoods are not really designed to be a tourist city," he added.

The city says they've never allowed vacation rentals in this particular neighborhood, but the Clarks disagree and are continuing to fight the decision.

Sharon Clark says with the exception of the one unhappy neighbor, she's received nothing but positive feedback from her neighborhood.

The city has now created a subcommittee to figure out how to should address short-term rentals. The issue remains in limbo until the committee reaches a decision.

Top News

Feb. 28 basketball roundup: HS boys, college tournaments

Tuesday night brought a rare battle of top-ranked teams in...

SPRING LAKE TOWNSHIP

ORDINANCE NO. 255

SHORT-TERM RENTAL REGULATIONS ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF SPRING LAKE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, TO ADD A NEW ARTICLE V TO CHAPTER 6, ENTITLED SHORT-TERM RENTAL REGULATIONS, WHICH PROVIDES FOR THE LICENSING AND REGULATION OF CERTAIN RESIDENTIAL RENTAL UNITS; AND TO ESTABLISH AN EFFECTIVE DATE FOR THIS ORDINANCE.

THE TOWNSHIP OF SPRING LAKE, COUNTY OF OTTAWA, AND STATE OF MICHIGAN, ORDAINS:

Section 1. Adoption of Article. Article V of Chapter 6 of the Spring Lake Township Code of Ordinances is added, which Article will be known and cited as the "Short-Term Rental Regulations," and shall read in its entirety as follows.

ARTICLE V. SHORT-TERM RENTAL REGULATIONS

Sec. 6-101. Purpose.

These standards are intended to ensure compatibility with the other permitted uses and the residential character of the neighborhoods in which Rentals are located. All Rentals shall meet the standards contained herein and shall be so located and constructed that the average neighbor, under normal circumstances, will not be aware of its existence.

These standards are also to provide for and protect the welfare of full-time residents and to discourage the purchasing of property for vacation Rental uses.

Sec. 6-102. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

Bedroom means a room which is intended, arranged, and designed to be occupied by one or more persons primarily for sleeping purposes.

Dwelling means a building or portion of a building providing complete, independent living facilities for one or more persons, including permanent provisions for living, eating, cooking, sanitation, and one or more separate Bedrooms for sleeping.

License means a Short-Term Rental License.

Limited Short-Term Rental means the Rental of any Dwelling for any one or two Rental periods of up to 14 days, not to exceed 14 days total in a calendar year.

Maximum Occupancy means the maximum number of allowable Occupants for the Dwelling, as established by section 6-105(k).

Occupant means an individual living in, sleeping in, or otherwise having possession of a space.

Owner means a person holding legal or equitable title to the Premises. An Owner may designate an agent to perform duties or receive notice under this article.

Premises means the property, including any land and the improvements on it, such as a building or other designated structure.

Rent or Rental means to permit, provide for, or offer possession or occupancy of a Dwelling in which the Owner does not reside for a period of time to a person who is not the legal Owner of record, pursuant to a written or unwritten agreement.

Short-Term Rental means the Rental or subletting of any Dwelling for a term of 27 days or less, but the definition does not include the use of campgrounds, hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, hospitals, or housing provided by a substance-abuse rehabilitation clinic, mental-health facility, or other health-care related clinic.

Sec. 6-103. Rental registration and License required.

Short-Term Rentals shall be registered and Licensed with the Community Development Director prior to commencement of any Rental activity related to them.

Sec. 6-104. Applicability and exceptions.

The following circumstances do not constitute a Rental:

- (a) *Family occupancy.* Any member of a family, as well as that family member's guests, may occupy a Dwelling as long as that family member's family owns the Dwelling. Family occupancy also exempts guest houses or similarly separate Dwellings legally located on the same Premises as the Owner's domicile, when occupied by family guests, exchange students,

visitors, medical caregivers, and child caregivers, without remuneration to the Owner.

- (b) *House sitting.* During the temporary absence of the Owner and the Owner's family, the Owner may permit non-Owner occupancy without remuneration to the Owner.
- (c) *Dwelling sales.* Occupancy of up to 90 days by a prior Owner after the sale of a Dwelling under a Rental agreement following closing is permitted.
- (d) *Estate representative.* Occupancy by a personal representative, trustee, or guardian (including family members) of the estate, with or without remuneration is permitted. The estate shall notify the township of the Owner's name, date of death, and name of the person occupying the Premises.

Sec. 6-105. Performance standards.

All Short-Term and Limited Short-Term Rentals shall be subject to the following performance standards:

- (a) The Owner shall provide off-street parking on paved portions of the Premises and not in the yard to accommodate all Occupants' vehicles, including motor vehicles and trailers.
- (b) Rental of the Dwelling shall be done in a manner that is consistent with the intent of a single family residential neighborhood.
- (c) The Owner shall provide the Occupant and the township with the following information prior to occupancy and post such information in a conspicuous place within the Dwelling:
 - (1) The name of a contact person and a telephone number at which the contact person may be reached any time that the Dwelling is Rented;
 - (2) Notification of the Maximum Occupancy permitted in the Dwelling;
 - (3) Notification and instructions as to the parking locations;
 - (4) A copy of this article, as may be amended from time to time; and

- (5) Notification that an Occupant may be cited or fined by the township, in addition to any other remedies available at law, for violating any provision of this article.
- (d) The Owner's contact person must be available to accept telephone calls at all times that the Dwelling is Rented. The contact person must have a key to the Dwelling and be capable of being physically present at the Dwelling within three hours to address issues, unless arrangements are made for another person to address issues within the same timeframe.
- (e) The Owner shall notify neighbors within 500 feet from the Dwelling in writing that the Dwelling will be Rented and shall provide the contact person's information as well.
- (f) The appearance of the Dwelling shall not conflict with the residential character of the neighborhood. The Dwelling shall be properly maintained per all applicable local and state codes, and kept in good repair so that the use in no way detracts from the general appearance of the neighborhood.
- (g) Occupants shall not encroach on neighboring properties.
- (h) Owners shall provide sufficient waste receptacles substantially screened from view; and the Premises shall be maintained free of debris and unwholesome substances. Garbage must be kept in a closed container and disposed of on a regular weekly schedule.
- (i) Campfires shall be maintained in designated fire pits and comply with applicable fire codes.
- (j) Occupants shall not create a nuisance. For purposes of this subsection, a nuisance includes but is not limited to any of the following:
 - (1) Any activity that violates the township noise regulations found in chapter 14, article II of the township's Code of Ordinances;
 - (2) Any outside noise that is audible at the property line of the Premises occurring between 10:00 p.m. and 7:00 a.m. on weeknights (Sunday, Monday, Tuesday, Wednesday, and Thursday), and between 11:00 p.m. and 7:00 a.m. on weekend nights (Friday and Saturday); and
 - (3) Any activity that violates the township firework regulations found in chapter 16, article IV of the township's Code of Ordinances.
- (k) The Maximum Occupancy for any Dwelling is 12 individuals, subject to any applicable local, state, or federal laws, regulations, or ordinances.

Campers and tents to provide additional occupancy on the Premises are not permitted.

Sec. 6-106. Duration.

A License issued under this article shall be valid for a period of three years from the date of issuance.

- (a) *Renewal.* A request for renewal shall be submitted at least 30 days before the expiration date or within 30 days of a sale or transfer of ownership of the Dwelling. The renewal forms shall be provided by the township. If no information has changed since the previous registration and License approval, the information previously submitted may be incorporated by reference.
- (b) *Noncompliance.* Any change in the use or construction of a Dwelling that results in noncompliance with the standards of any township or State standards, as determined by the Community Development Director, shall void the License.

Sec. 6-107. Rental limitations.

- (a) A Dwelling that is issued a License under this article may be Rented subject to the following limitations.
 - (1) In the agricultural district, a Dwelling may be Rented for any time period, as often as the Owner decides. Accordingly, Short-Term Rentals are permitted in this district.
 - (2) In the rural residential district, a Dwelling may be Rented for any time period, as often as the Owner decides. Accordingly, Short-Term Rentals are permitted in this district.
 - (3) In the R-3 district, a Dwelling may be Rented for any time period, as often as the Owner decides. Accordingly, Short-Term Rentals are permitted in this district.
 - (4) In the R-4 district, a Dwelling may be Rented for any time period, as often as the Owner decides. Accordingly, Short-Term Rentals are permitted in this district.
 - (5) In the mixed use commercial district, a Dwelling may be Rented for any time period, as often as the Owner decides. Accordingly, Short-Term Rentals are permitted in this district.

- (6) In the R-1 district, no Short-Term Rentals are permitted. Only Rental periods of 28 days or more are permitted.
- (7) In the R-2 district, no Short-Term Rentals are permitted. Only Rental periods of 28 days or more are permitted.
- (b) Limited Short-Term Rentals, as defined in section 6-102, may occur in any district.

Sec. 6-108. Suspension or revocation of License.

In addition to any other penalty authorized by law, a License may be suspended or revoked if the Community Development Director finds by competent, material, and substantial evidence, and after written notice of the charges to the Owner and an opportunity to be heard, that the Owner has violated or failed to fulfill the requirements of this article. The written notice of the charges and the notice of hearing shall be personally served on the Owner or served on the Owner by certified mail, restricted delivery, no less than 21 days before the hearing before the Community Development Director.

- (a) Upon a finding by the Community Development Director of a first violation within any 12 month period, the License may be suspended for up to 30 days during which time the Premises shall not be Rented.
- (b) Upon a finding by the Community Development Director of a second violation within any 12 month period, the License shall be suspended for 60 days during which time the Premises shall not be Rented.
- (c) Upon a finding by the Community Development Director of a third violation within any 12 month period, the License shall be revoked and the Owner shall not again be issued a License for a period of 24 months, during which time the Premises shall not be Rented. Appeal from denial or suspension or revocation of a License is allowed, as provided in section 6-109.

Sec. 6-109. Appeal.

Any Owner whose application was denied or whose License was suspended or revoked by the Community Development Director, may, within 10 days following such decision, appeal to the township board. The township board shall determine whether to affirm, reverse, or modify the decision of the Community Development Director in accordance with this article.

- (a) *Notice.* At least 14 days prior to the township board meeting to consider the appeal of the Owner, the Community Development Director, shall send, by United States mail, certified, written notice to the Owner of the

time and place at which the township board will consider the denial, suspension, or revocation, and the Owner shall be provided an opportunity to be heard by the township board prior to its decision being made. All neighbors within 500 feet must also be notified by United States mail the date, time, and location of the township board meeting.

- (b) *The decision.* The decision of the township board shall be final. The clerk of the township board shall notify the Owner, in writing, of the decision of the township board.
- (c) *Right to appeal.* If the township board affirms the decision of the Community Development Director denying an application or suspending or revoking a License, the Owner shall have the right to appeal the township board decision to the circuit court. The decision of the township board shall not be vacated during the pendency of any appeal to circuit court. The Owner has the right to seek a stay in circuit court.

Sec. 6-110. Penalties.

In addition to a potential suspension or revocation of a License pursuant to section 6-108, any person who violates this article, shall also be responsible for a municipal civil infraction, subject to enforcement procedures as set forth in chapter 22 article III, pertaining to municipal civil infractions.

Section 2. Effective Date. This Ordinance was approved and adopted by the Township Board of the Township of Spring Lake, Ottawa County, Michigan, on December 12, 2016. This Ordinance shall be effective 30 days after publication of its contents or a summary of its contents in a local newspaper of general circulation in the Township, pursuant to the provisions of Act No. 191 of the Public Acts of 1939, as amended.

John Nash, Township Supervisor

H. Carolyn Boersma, Township Clerk



Village of Spring Lake

FEB 27 2017

Received

February 22, 2017

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

Dear Chris,

We are pleased to inform you of the amount that is available for you to request from the Summer Concert Series Endowment Fund held here at the Community Foundation. Following the Foundation's spending policy, (4% of a three-year rolling average of the three most recent December 31 fund balances) the amount available for distribution from your fund in 2017 is \$157.

You may submit a written request for this distribution at any time during the 2017 calendar year. I have enclosed a grant recommendation form that you may use. Thank you for following this procedure to ensure that we are honoring your Organization's intent for use of these funds. If you are unclear as to the charitable intent of this fund, please call me for clarification.

In the event that the distribution is not taken by December 31, 2017, these funds will simply roll back into the principal portion of your fund and continue to grow the fund balance.

We encourage you to take advantage of our Fund Advisor Portal – www.ghacf.org/login. Here you can view and download fund statements as well as see any gifts that have been made to your fund. Please let me know if you need assistance accessing your account.

We are happy to partner with you to help build your fund and to support your valuable work in the community. We are always here to help you with ideas to raise awareness and dollars for your fund – just give us a call.

Sincerely,

Lauren Grevel
Grants & Nonprofit Services Associate

Enclosure



Grand Haven Area

community foundationSM

**RECOMMENDATION FOR GRANT DISTRIBUTION
FROM ORGANIZATION FUNDS**

Date 03.20.17

Lauren Grevel, Grants and Nonprofit Services Associate
Grand Haven Area Community Foundation
One South Harbor Drive
Grand Haven, MI 49417

Dear Lauren:

Please let this letter serve as our recommendation for a grant in the amount of \$157 from the Summer Concert Series Fund.

The grant will be used to support Thursday's Concerts at the Point. This project is in accordance with our Fund Agreement with the Grand Haven Area Community Foundation.

Attached is a copy of the Minutes approving this action from the meeting of the

Board of Directors held on 03.20.17.

Sincerely,

Executive Director CHRISTINE BURNS

Board Chair JOYCE V. HATTON

Treasurer MARVIN HINGA

February 8, 2017

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

Dear Ms. Burns,

Ottawa Housing Next is a countywide initiative designed to support action plans created in a cross-sector, regional and sustainable manner to ensure affordable, accessible and safe housing is available for all.

To that end, several Ottawa Housing Next work groups have requested a Housing Resource Map to help identify areas in the county most conducive and equipped for housing development. The Community Research Institute at Grand Valley State University has submitted a proposal which will include several layers of information such as vacant lots, walk score, public utilities, transportation, employers, property value, income and zoning (see enclosed proposal). This tool will be essential to solidifying the plan for increasing affordable housing in the county.

The Housing Resource Map will demonstrate the county's commitment to understanding the needs of the population in regards to housing and will demonstrate to stakeholders that the community is planning for the future. The total cost for the Housing Resource Map is \$20,120. I am pleased to report the following groups have already donated funds:

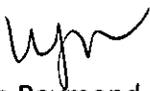
Macatawa Area Coordinating Council
Holland Charter Township
City of Ferrysburg

Six Holland Area Churches
Huntington Bank
Mercantile Bank

Ottawa Housing Next is requesting that your municipality contribute \$500 to the completion of the Housing Resource Map. Checks can be made payable to **Greater Ottawa County United Way.**

Thank you for your consideration and feel free to contact me with any questions. I look forward to hearing from you.

Sincerely,



Lyn Raymond
Director
Lakeshore Housing Alliance



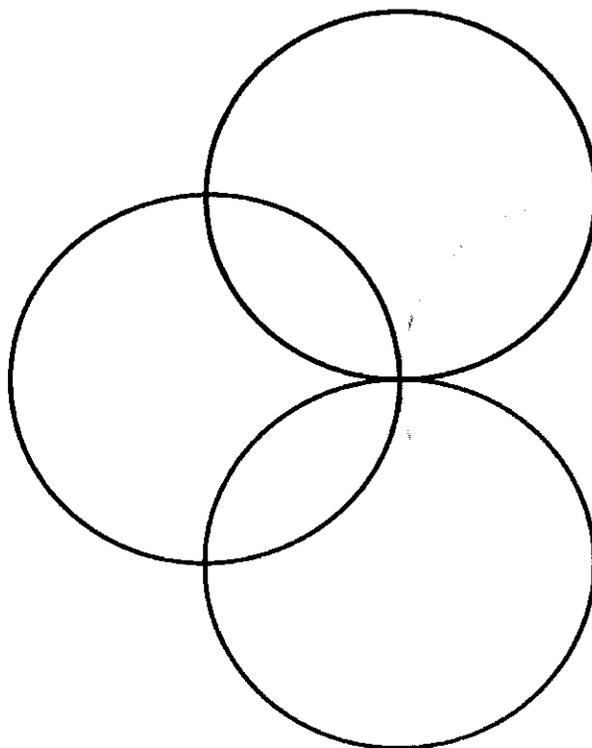
JOHNSON CENTER

AT GRAND VALLEY STATE UNIVERSITY

Proposal

Ottawa County Resource
Mapping

Lakeshore Housing Alliance
February 2015



Prepared by:

**Dorothy A. Johnson Center for Philanthropy's
Community Research Institute**
Bicycle Factory, Suite 200
201 Front Ave SW
Grand Rapids, MI 49504

Jeremy Pyne
GIS Manager
pyneje@gvsu.edu
tel: 616-331-7219
fax: 616-331-7592

Prepared for:

**Lakeshore Housing Alliance
Greater Ottawa County United Way**
P.O Box 1349
Holland, MI 49422

Lyn Raymond
Coordinator
lraymond@ottawaunitedway.org
tel: 616-396-7811
fax: 616-396-5140

INTRODUCTION

The Johnson Center for Philanthropy's Community Research Institute at Grand Valley State University is pleased to present this proposal to The Lakeshore Housing Alliance. The Lakeshore Housing Alliance is a collaborative group of service providers, businesses, governmental organizations and community members dedicated to identifying needs, developing strategies, encouraging a coordination of responses, and advocating for safe, accessible, affordable housing and services in the Ottawa County area. This proposal includes an online mapping tool of geographic layers, infrastructure and indicators in Ottawa County.

Purpose of the Project

The purpose of this project is to create an online tool that will allow users to interactively map and overlay geographic layers over a set of customized geographies in Ottawa County. The goal is to acquire and create a set of mapping layers that will be included in the tool for analysis. By producing this tool, The Lakeshore Housing Alliance can better analyze their geographies to identify areas with high needs and advocate for issues around housing affordability and services.

Methodology

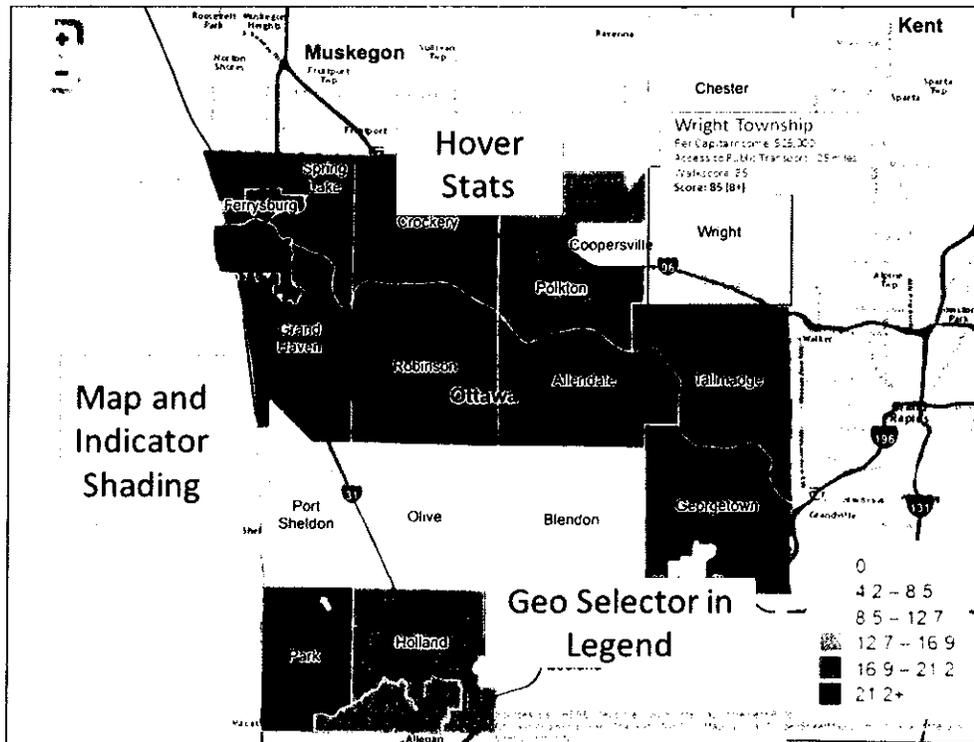
This project would require The Lakeshore Housing Alliance and the Ottawa County GIS Department to provide CRI with mapping layers and data for the Ottawa County area. Layers required for the project include:

- Zoning
- Public Transportation
- Bike Paths
- Sidewalks
- Property Values
- Employers
- Abandoned Industrial Space
- Other Vacant Property

CRI will collect data on income from the 2014 American Community Survey (ACS) for available geographies. All of these layers will be included in an online interactive map. CRI will also explore the inclusion of the Walkscore API into the site. Functionality and use will be discussed with The Lakeshore Housing Alliance to determine its effectiveness for the project. ACS data will be updated annually for 3 years in January through 2019.

The web-based mapping tool will include an interactive web interface with the ability to overlay geographic areas and infrastructure layers. It would also allow users the ability to score indicator data using shading. Any project data that can be quantified can be included in this section. If one indicator is activated the map will shade according to that dataset. If multiple indicators are activated the tool will

create an index to shade geographies based on their score. An example layout of the tool is on the next page.



Geographies

- Customized Areas
- Cities and Townships
- Zoning

Infrastructure

- Bus Routes
- Bus Stops
- Bike Paths
- Sidewalks
- Employers
- Abandoned Industrial

Indicators

- Per Capita Income
- Access to Public Transport
- Average Property Value
- Access to Bike Paths
- Walkscore Rating

Choose year:

Project Timeline and Deliverables

Web Mapping Tool

Activity	Responsible Party	Deliverable	Completion Date
Data Collection, Processing and Formatting	CRI will work with The Lakeshore Housing Alliance and The Ottawa County GIS to collect data for the project. CRI will process and format data for use in the online tool.		Months 1 - 3
Tool Creation	CRI will create a web based mapping tool with one geography	Online Mapping Tool	Approximately 3 months after data are received
Annual Data Updates	CRI will update all ACS indicator data for 3 years	Updated ACS data	January 2017, 2018, 2019

Primary Contact

Jeremy Pyne, GIS Manager, is the primary point of contact at CRI. If you have questions or concerns, you may contact him at 616-331-7219 or pyneje@gvus.edu. Jodi Petersen is available as a second point of contact at 616-331-6692 or peterjod@gvsu.edu.

Proposed Budget

The budget is based on 9 layers, 12 indicators of The Lakeshore Housing Alliance's choosing and 4 geographies (i.e. Customized Geographies for Ottawa County). More geographies and indicators can be added at an additional cost if required for the project.

Data Web Mapping Tool (9 layers, 12 indicators, 4 geographies)

Additional layers, indicators or geographies can be added for \$250 each

Staff & Fees	Total
GIS Manager	\$9,250
GIS Assistant	\$1,150
Web Developer	\$8,500
Designer	\$500
Hosting Fee (3 years)	\$720
Proposed Budget	\$20,120.00

Component	Hrs.
Data Collection/ Preparation	22
<i>GIS Manager</i>	22
<i>GIS Assistant</i>	0
<i>Web Developer</i>	0
Data Processing and Server Load (Based on 12 Indicators)	60
<i>GIS Manager</i>	24
<i>GIS Assistant</i>	36
<i>Web Developer</i>	0
Shape Processing/Upload (Based on 9 layers and 4 geographies)	56
<i>GIS Manager</i>	18
<i>GIS Assistant</i>	10
<i>Web Developer</i>	28
Web Design	9
<i>Designer</i>	5
<i>GIS Manager</i>	0
<i>GIS Assistant</i>	0
<i>Web Developer</i>	4
Web Development and Testing	34
<i>GIS Manager</i>	4
<i>GIS Assistant</i>	0
<i>Web Developer</i>	30
Project Management	12
<i>GIS Manager</i>	6
<i>GIS Assistant</i>	0
<i>Web Developer</i>	6
Total Hours	193

Christine Burns

From: Karianne Isard (kisard) <kisard@cisco.com>
Sent: Thursday, March 2, 2017 11:34 AM
To: Christine Burns
Subject: Central Park

Hi, Nate Gates gave me your contact. I am hoping you can help me with a request to use Central Park for a Spring Lake Schools Fundraiser. Every year we have our Annual Shindig Auction raising over \$100, 000 each year for our schools.

This year one of the Auction Items will be a fun , small organized 3x3 tournament for 4th, 5th, 6th graders. We would like to reserve the new courts on August 10th for this event if possible?

Do we need to follow any type of process to do this?

Sincerely,

Karianne Isard
Spring Lake School Foundation



VILLAGE OF SPRING LAKE
 102 W. Savidge Street, Spring Lake, MI 49456
 (616) 842-1393 – Fax (616) 847-1393
 Spring Lake Mill Point Park Band Shell Agreement

Date of Function: May 8, 2017 Time of Function: 3:30-7:30 p.m.

Type of Activity: Picnic # Expected _____

Date of This Request: 2-27-17 Telephone # 616-846-4044 Cell # 616-443-1980

Individual, entity or organization sponsoring or conducting the event: end of year picnic
Little Lakers Learning Center

Address: 711 E. Savidge Spring Lake, MI 49456

1. Prospective users may make a request to the Village Council to reserve the Mill Point Park Band Shell for civic, charitable, other non-profit events for no charge or pre-approved commercial events who pay the requisite fee determined from time to time by the Village Council in the Annual Fee List (\$25 Village resident and \$50 non-resident). Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed only upon approval by the Village Council and completion of this agreement. The Mill Point Park Band Shell may be reserved any day or evening that other activities are not scheduled.
2. The time limit for use is two hours except for those who request the Village Council for up to four hours & for Village sponsored events (Heritage Festival, Thursdays at the Point, etc.).
3. A refundable security deposit of \$100 is required for all events. Provide a check to the Village of Spring Lake when this agreement is returned. It will be returned after the event if no damage occurs.

4. Please answer the following:

A. Is your planned event a fully non-profit event? Yes _____ No X

B. Will anything be sold by anyone at this event? NO
 If yes, what is being sold and by whom (name of entity/organization/individual)

C. Is there any type of fee charged to anyone to be present at or to participate in this event?
 Yes _____ No X

If yes, who is receiving the fee? _____

D. Is any entity or organization named in B and C above a legally established non-profit organization as defined under the Internal Revenue Code? Yes _____ No X

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

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

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

Signature(s) of, and on behalf of, responsible parties: Little Lakers Learning Center

Print Name: Nancy Leete Nancy Leete

Agreement Approved and Updated:



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

Spring Lake Mill Point Park Band Shell Agreement

Date of Function: June 3, 2017 (Rain date June 4) Time of Function: 9am-4pm

Type of Activity: Annual Wooden Boat Show # Expected 100+

Date of This Request: _____ Telephone # _____ Cell # _____

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

Historic Conservation Commission / Mark Miller

Address: _____

1. Prospective users may make a request to the Village Council to reserve the Mill Point Park Band Shell for civic, charitable, other non-profit events for no charge or pre-approved commercial events who pay the requisite fee determined from time to time by the Village Council in the Annual Fee List (\$25 Village resident and \$50 non-resident). Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed only upon approval by the Village Council and completion of this agreement. The Mill Point Park Band Shell may be reserved any day or evening that other activities are not scheduled.

2. The time limit for use is two hours except for those who request the Village Council for up to four hours & for Village sponsored events (Heritage Festival, Thursdays at the Point, etc.).

3. A refundable security deposit of \$100 is required for all events. Provide a check to the Village of Spring Lake when this agreement is returned. It will be returned after the event if no damage occurs.

4. Please answer the following:

A. Is your planned event a fully non-profit event? Yes No

B. Will anything be sold by anyone at this event? yes
 If yes, what is being sold and by whom (name of entity/organization/individual)
T-shirts

C. Is there any type of fee charged to anyone to be present at or to participate in this event?
 Yes No

If yes, who is receiving the fee? _____

D. Is any entity or organization named in B and C above a legally established non-profit organization as defined under the Internal Revenue Code? Yes No

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

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

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

Signature(s) of, and on behalf of, responsible parties: Mark Miller / mp

Print Name: Mark Miller

Agreement Approved and Updated:



Spring Lake District Library Calendar of Events March 2017



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>Questions about library programs or services?</p> <p>Call 616.846.5770 for more information or visit sllib.org</p>	<p>New resource!</p> <p>Financial Ratings Series Online</p> <p>find on sllib.org</p>	<p>March Madness Book Bingo</p> <p>Reading Club for Kids</p> <p>March 1—April 9</p>	<p>1 10 am Toddler Time: <i>Where is the Green Sheep?</i></p> <p>4-5 pm LEGO Block Party</p>	<p>2 10:30 am Preschool Storytime: <i>In Like a Lion</i></p> <p>Noon-1 pm Green Eggs & Ham lunch; pre-registration required.</p> <p>Meet WZZM meteorologist Laura Hartman</p>	<p>3 10:30 am Preschool Storytime: <i>In Like a Lion</i></p>	<p>4 Twitter.com/slldlibrary</p>  <p>Facebook.com/SpringLakeDistrictLibrary</p>
<p>5 Sunday hours 2-5 pm</p> <p>Teen Tech Week</p>	<p>6 10 am SLDL Friends; newcomers welcome</p>	<p>7 6:30 pm Consumer Education: Home Repair and Improvement Scams to Avoid</p>	<p>8 9:30 or 10:45 am OAISD Play n' Learn ages 0-5</p> <p>3:30-5 pm Super Smash Bros. Tournament; pre-registration required</p>	<p>9 10:30 am Preschool Storytime: <i>Windy Day</i></p> <p>4-5 pm Full STEAM Ahead: <i>Button Making</i> ages 7-12</p>	<p>10 10:30 am Preschool Storytime: <i>Windy Day</i></p> <p>2 pm Teen Movie: <i>Miss Peregrine's Home for Peculiar Children</i>; PG-13 127 minutes</p>	<p>11 Blizzard of Books Reading Club concludes</p>
<p>12 Sunday hours 2-5 pm</p>	<p>13 7 pm Great Girls in Michigan History; presentation and book signing with author Patricia Majher</p>	 <p>DOWNLOAD eBooks & audiobooks</p>  <p>Available 24/7 at sllib.org</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>16 10:30 am Preschool Storytime: <i>Green all Over</i></p> <p>2 pm Activities for People with Alzheimer's</p> <p>4 pm SLDL Friends Book Club</p>	<p>17 10:30 am Preschool Storytime: <i>Green all Over</i></p>  <p>2:30 pm Apps for iPads & Androids; pre-registration required</p>	<p>18 Easy & Convenient!</p> <p>Sign up for library text alerts @ sllib.org</p>
<p>19 Sunday hours 2-5 pm</p> <p>3-4 pm Music by the Fireplace: Peat in the Creel</p> 	<p>20</p>	<p>21 7 pm Let Freedom Ring: Lady Bird Johnson's Whistle-Stop Tour for Civil Rights</p>	<p>22 10 am Toddler Time: <i>Hooray for Hat</i></p>	<p>23 10:30 am Preschool Storytime: <i>Out Like a Lamb</i></p> <p>7 pm Prune Like a Pro with horticulturist Stacey Hirvela</p>	<p>24 10:30 am Preschool Storytime: <i>Out Like a Lamb</i></p>	<p>25</p>
<p>26 Sunday hours 2-5 pm</p>	 <p>Instantly borrow music movies & more!</p>	<p>28</p>	<p>29 10 am Toddler Time: <i>Dog's Colorful Day</i></p>	<p>30 10:30 am Preschool Storytime: <i>April Fools!</i></p>	<p>31 10:30 am Preschool Storytime: <i>April Fools!</i></p>	 <p>Sign up at your convenience</p>

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DRAFT MINUTES

Monday, February 20, 2017
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Present: Doss, Duer, Hatton, Miller, Powers, Tepastte, Van Strate.

Absent: None

4. Approval of the Agenda

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

Yes: 7

No: 0

5. Consent Agenda

- A. Approved the payment of the bills (checks numbered 58550-58634) in the amount of \$185,386.19.
- B. Approved the minutes for the January 16, 2017 regular Council meeting.
- C. Approved supporting the concept of serving as an Act 51 pass through agency on behalf of Crockery Township and instructing Clerk/Treasurer Marv Hinga to assemble documents for further consideration.
- D. Approved budget amendments for FY 2016/2017.
- E. Approved a proposal from Prein & Newhof for an Asset Management Plan for an amount not to exceed \$13,250.00.
- F. Approved a water reliability study by Prein & Newhof in an amount not to exceed \$7,500.00.

- G. Approved a grant agreement with Grand Haven Area Community Foundation for \$1,000 from the William H. Young and Dorothy Young Mixer Fund for use at Whistle Stop Playground.
- H. Approved an agreement with Ottawa County for GIS services for 2017-2019.
- I. Approved Resolution 2017 – 03, a Resolution approving the annual Harbor Transit millage rate at .58 mills.
- J. Approved the use of Central Park on May 14, 2017 by The Noah Project.
- K. Approved a Storm Water Management Agreement with Grand Valley Metro Council designating Ben VanHoeven as the signer of the agreement.
- L. Approved a five-year agreement with Cardno, Inc. for spraying of invasive species along the Grand River Greenway in an amount not to exceed \$8,000.00.
- M. Approved a change in Village Council meeting dates as follows:
 - June 12, 2017 – Work Session, 6:00 p.m. at SLVH
 - June 12, 2017 – Regular Council Meeting, 7:00 p.m. at Barber School
 - June 19, 2017 – Regular Council Meeting Cancelled.

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

Yes: 7 No: 0

6. General Business

A. Disincorporation Work Group (DWG) Presentation

Subject: The DWG was assembled by Mr. Tony Verplank for the purpose of gathering data and finding of facts related to disincorporation. The DWG met numerous times in order to discuss various aspects of disincorporation and were prepared to share with Council and the public what was discovered.

President **Hatton** introduced this item and asked Mr. Verplank to present the Disincorporation Work Group's recommendation. Mr. Tony Verplank said that a lot of work had gone into that report and that he wanted to recognized the rest of the work group, which included Lou Draeger, Gary Hanks, Eric Johnson, Bari Johnson, Jim MacLachlan, Bill Meyers, Shannon McMaster, Ernie Petrus and Doug McNeil along with support from Chris

Burns, Gordon Gallagher and Marv Hinga. Mr. Verplank presented the Work Group's recommendation to Council stating the top 3 recommendations as follows.

1. That Council approve language to amend the Charter to allow for a public vote.
2. That Council authorize funding for public education to help the electorate understand this very complex issue.
3. That citizens vote no on disincorporation and the Charter amendment for the following 3 reasons.
 - a. The primary reason being be the loss of local control and a few examples given were:
 - the Village receives \$267,000 in street funding from the State and County;
 - \$289,000 is captured by the DDA for use in the district;
 - \$520,000 in General Fund Revenue Sharing, Franchise Fees, Building Lease, Liquor License Revenue, Cell Tower Rent, etc.;
 - and \$33,000 in bike path millage funding from Spring Lake Township.

Mr. Verplank explained that not all of these funds would disappear but would go to Spring Lake Township. With the Village residents making up only 18% of the Township voters, there would be no guarantee that the money would come back to fund Village projects.

- b. The loss of core Village services that contribute to the quality life in the Village. Mr. Verplank noted that the average Village home owner pays approximately \$1.95 per day for all the Village services.
- c. The loss of 24/7 police services. Mr. Verplank said that the Committee felt strongly that this was a big deal. Mr. Verplank also said that while some of these things could be re-initiated by a special assessment from the Township, if you are bringing these things back, what was really to be gained by getting rid of the Village as it stands. Once the Village disincorporates, you can't rewind the process.

According to Mr. Verplank, there may not be a right or wrong answer on whether to disincorporate, but rather the DWG views this as a matter of personal opinion based upon factors which influence the quality of life within the Village. Having considered all the information and reviewed the data, which was included in their report to Village Council, the Disincorporation Work Group was unanimous in its opinion. The cost-benefit analysis weighed heavily in favor of retaining the status quo of the Village's governmental structure.

President **Hatton** opened Public Comment at 7:15 p.m.

The following residents spoke regarding disincorporation.

- James Willison, 624 E. Savidge, suggested looking for alternative ways to save money rather than disincorporation.
- Nicole Hansen, 218 N. Division, suggested that the Disincorporation Group was one-sided and that the other side should be given equal time at the podium.
- Suzanne Ditsler, 619 Parkveiw, said that she lives in a PUD so she does not benefit from Village services so she thinks that it would be really important to look at both sides of the equation and go forward to find a solution.
- Elizabeth Wheeler, 120 N. Lake, spoke in favor of disincorporation due to her unhappiness with the Village.
- Bonnie Scarbrough, 314 E. Exchange, has family in the Township who pay a lot less in taxes so she was in favor of disincorporation if it would save money due to her unhappiness with the Village.
- Bill Ven Huizen, 509 Buena Vista, said that he was concerned that disincorporation would cause a loss of quality of life and suggested that things could be done more efficiently to save money without disincorporation.
- Gerald Fisher, 603 Lakeview, said that he had questions on President Hatton's handout from 2011/12 that stated what services would be lost through disincorporation and that getting them back would require a special millage which he thought answered the question right there. Mr. Fisher also said that the times he had brought issues to the Village they were taken care of in a timely manner and that the Village employees had always been respectful to him. Mr. Fisher wondered who would run the Village and would the Township Supervisor be paid that much more to do it? He has read that the Township was not in favor of taking over the Village.
- Tom Garrison, Township resident & Village business owner, said that he would like more information surrounding disincorporation.
- Shannon McMaster, 227 Prospect, said that he served on the DWG and that twice in his lifetime he had chosen to buy a home in the Village and that losing the Village would be losing the thing he came here for.
- Wally Obits, 818 River, suggested revising the Charter and then let the voters make a decision on whether to remain a Village or not.

There being no more public comment, motion by **Doss**, second from **Tepastte** the public hearing was closed at 7:35 p.m.

Yes: 7

No: 0

President **Hatton** asked for clarification on the sample motions. **Burns** explained that the motion was at Council's discretion and that she had provided 3 options. One option would be to accept the recommendations of the DWG, the second option would be to reject the recommendations of the DWG and the third would be to do a combination. **Burns** said that the proper procedure would be to entertain a motion, obtain a second and then have a discussion.

TePastte said that he felt this motion was too broad and that they were trying to vote on too many things at one time. **TePastte** said he thought they needed more information.

Burns explained that the main recommendation was to place the item (Charter amendment to allow disincorporation) on the ballot for voter decision at either the August primary or the November general election. **Burns** explained that if Council were to decide to place this on the August ballot, the following steps would need to be followed in order to meet a mid-May deadline for getting the language to the County Clerk to get the ballots printed:

- Language would need to be drafted by the Village Attorney;
- Draft language would be brought to Council for review and approval;
- Approved language would then be sent to the Governor for approval;
- Language would then be sent to the County Clerk for the ballots to be printed.

Burns also explained that if Council chose not to put the Charter amendment on the August ballot, the second option would be the November election. However, **Burns** felt it would be very confusing to have both items on the November ballot with one being the Charter amendment and the other being the Charter revision. **Burns** said the Charter revision was required by Sec. 15.03 to be placed on the November 2017 General election ballot. **Burns** said they did not recommend having one amendment question and one revision question on the same ballot which meant they would want to get it on the August ballot so they would have to expedite the process, but that it was doable. Attorney **Sullivan** said that another alternative would be to add the language allowing disincorporation to the Charter revision process eliminating the need for two elections, but that would delay the process.

President **Hatton** asked about when the Township votes? **Buns** said that was not until we get to the disincorporation question because the Township does not vote on the Charter amendment or the Charter revision. **Hatton** said what she meant was, when you are voting for the Village would you be voting for the Township at that point. **Sullivan** said he wasn't sure he understood her question. **Hatton** said that she was talking about the Charter amendment allowing the Village to vote, but it also requires the Township to vote. **Sullivan** explained that, if in fact, the Village voters were

to approve an amendment creating a process for disincorporation, you would then have to go back through the process again. Either a 2/3 Council vote or a petition of the people would place that disincorporation issue before the Village AND Township voters. **Hatton** said she understood, because she had asked her own lawyers about this and they said there may be an opportunity to put two votes on the August ballot. In other words, you would have the vote to pass the Charter amendment and then concurrently, if that passes, you can vote on disincorporation. **Hatton** explained that the reason this was brought up was because we have to, in 2017, we must have a Charter review, but if we vote to disincorporate then we don't have to do that (the Charter revision).

Burns said that the second DWG recommendation was for Council to allocate funding for educating the voters on disincorporation and the third was that the Committee members do not recommend disincorporation, but Council does not need to act on that recommendation.

TePastte said that part of the recommendation was for the CRC to moderate a couple of community engagement sessions and conduct some straw poles at that time. Part of the recommendation was to have Trapani Communications get some information out to inform voters what was coming before them. **TePastte** said he thought those two items should come first and be separate from the recommendation to draw up the Charter amendment language. **Burns** said that she thought the legal expense would be minimal compared to the educational expense.

Doss said that she felt the education/communication piece was very important because so many people were very confused about what this really meant. **Doss** also said that she knew \$20,000 was a lot of money and she didn't want to spend it either but it was critical to educate the voters because once we go down that path, there's no going back. **Doss** said one of the reasons her family moved here was because they love the Village and it means something to them.

Van Strate said that since the DWG said disincorporation would not save Villager's money and they had the facts and figures, he felt that the voter education could be taken care of in-house. **Doss** didn't agree. **TePastte** said he agreed with **Doss**. The money had to be spent to educate people and that he also agreed with the DWG's findings that disincorporation was not a good thing for the Village. **TePastte** didn't think Council saying it, was enough and that they have gone down the road far enough and spent enough money that they really had to get that information out to everybody so voters can make an informed decision. **Burns** said that one of the things that the DWG discussed was that the Citizens Research Council was a non-partisan, non-profit independent agency with no emotion attached to this issue and the same holds true with Stacey Trapani. **Burns** said their job

was to report facts and figures and to educate the public, not to sway people one way or the other.

President **Hatton** said that she was shocked to read that every person on the DWG was against disincorporation. Whether or not they started out that way, she didn't know. She said she was surprised because she felt that this is/was a concerned citizens group so how it happened that way, she didn't know. **Hatton** said that she had looked up Ms. Trapani and she was familiar with the Citizens Research Council. The CRC worked with Onekama, and that didn't pass, and they worked with Saugatuck/Douglas, and that didn't pass. She was sorry but the three they had suggested had failed the test so that left her wondering. **Hatton** said she had checked on Trapani and she must have a connection with Central Michigan University because practically all the people that work there are from Midland. **Hatton** said she knew there were people in the audience that were video producers and for Council to be hiring these other people and not even having a chance to talk to them because the only group that knows anything about them was the group that met and you have 1000 other people that could vote. **Hatton** said that the fact that they want to do certain things which, she thought, was something that was very easy to understand which was to put it on the ballot which she thought Attorney Sullivan could do that very easily. **Hatton** said she was all for communications and the amount was fine with her. If that was the group, then that was fine with her, but they haven't met so they don't have the information. This rather one-sided committee has met, so for that reason she recommended that they pass one part and go back and review whatever other recommendations there were. **Duer** asked **Hatton** what part she was recommending. **Hatton** said she was recommending that they put the Charter amendment on the August ballot and the communications could be discussed at their next work session.

TePastte said one other part of the DWG's recommendation was that they would further communicate with Council so he would like to invite them to the March work session to go into more detail on their findings. **Hatton** said that she thought that was a wonderful idea but that they should broaden their group and bring in some people who obviously spoke in favor of disincorporation so that they have a broader group. **Burns** pointed out to **Hatton** that, as a courtesy, the DWG allowed **Hatton** to appoint Doug McNeil (a township resident) to the group. Mr. McNeil is a well-respected local attorney, hand-selected by **Hatton**. The DWG is a grassroots group that was not appointed by Village Council. **Hatton** said that yes, she did suggest Mr. McNeil but Tony Verplank had said everyone seated on the committee was not necessarily in favor, but it ended up being a unanimous recommendation. She had recommended three people but was told the group was full and could only take one, so she thought Doug McNeil, being a knowledgeable lawyer, was the one she should recommend. The other 2 she had wanted were not part of the group.

Powers reviewed the process steps with Attorney **Sullivan**. **Powers** also agreed that the education communications to the voters was very important and that spending money to do that was necessary. **Powers** discussed the expectations of Ms. Trapani and the CRC and what that time line would look like with **Burns**.

Motion by **Doss**, second **Miller**, to accept the recommendation of the DWG that language be prepared to amend the Charter to allow disincorporation and to approve funding for the educational component that included hiring Stacey Trapani and the Citizens Research Council.

Yes: 6 No: 1 (Van Strate)

B. Communications Recommendations

Subject: Last fall, the Village contracted with Stacey Trapani of Trapani Communications to produce a communications piece that was included in the annual newsletter. Ms. Trapani specialized in strategic communications and worked with several municipalities throughout the state. Stacey participated in one Disincorporation Work Group (DWG) meeting and offered suggestions for effectively communicating facts to Village residents regarding disincorporation. One recommendation from the DWG was to support a public awareness and education campaign.

This item was voted on and approved in item 6. A.

C. Village Manager Contract Amendment

Subject: Village Manager Chris Burns requested an amendment to her employment contract for the purpose of providing incentive to remain at the Village in the event of disincorporation. Legal Counsel for the Village gave an opinion regarding the amendment which indicated that the amendment was within the confines of the law.

President **Hatton** introduced this item.

Motion by **TePastte**, second from **Duer**, to approve the proposed amendment which would include a severance package of 12 months, which would be in lieu of the 6 months' package, as it related to disincorporation, to the Village Manager's contract.

Yes: 6 No: 1 (Hatton)

7. Department Reports

- A. Village Manager – Manager **Burns** had no additions at this time.
- B. Clerk/Treasurer/Finance Director – There were no questions or additions to this report.
- C. OCSO (Sgt. Kik was be present) – There were no additions to this report.
- D. Fire
- E. 911
- F. DPW
- G. Water
- H. Sewer
- I. Minutes from Various Board & Committees
 - 1. Parks & Recreation

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

9. New Business and Reports by Village Council – There was no new business at this time.

10. Status Report: Village Attorney – The Village Attorney had no additions at this time.

11. Statement of Citizens

Tom Craig, 319 Mark St, asked if it was feasible to expect that the information could be delivered to the public in time for an election? Manager **Burns** said that it was feasible.

Lee Schuitema, 408 W. Exchange, said that he found it really disturbing that anybody in the room could say that the people serving on the DWG, were not the people that should have been. Mr. Schuitema said he found it disgusting. There was not another person in the room that had the experience, the job qualifications and the knowledge to put that report together. Mr. Schuitema said that these people, out of the goodness of their heart, sat down and compiled that report. To question their judgement was absolutely, totally out-of-line because they are the people in this area that have the knowledge do the work that has to be done. They said to put it on the ballot. Mr. Schuitema asked Council to take baby steps.

Nichole Hansen, 218 N. Division, said that Joyce had her personal attorney doing research on the severance and the Charter and Joyce's attorney claims the severance was illegal because of the way the Charter is written. She felt that more research needed to be done and that Council should take Joyce's research that she already has paid for and insert it into this research so there are two points-of-view, attorney wise.

Elizabeth Wheeler, 120 N Lake, said that she had listened to everything but she still feels the same way. Disincorporation would be helpful to bring social harmony back in the community. Ms. Wheeler asked if Village residents would get the opportunity to vote yes or no on disincorporation. Attorney **Sullivan** explained the process yet again.

12. Adjournment

Motion by **Van Strate**, second from **TePastte**, Village Council adjourned the meeting at 8:20 p.m.

Yes: 7 No: 0

Joyce Verplank Hatton, Village President

Maryann Fonkert, Deputy Clerk