

Village of Spring Lake

Council Work Session

August 14, 2017

7:00 p.m.

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

www.springlakevillage.org

1	<p>7:00 p.m. – Tower Update (Brian Mauro)</p> <p>Mr. Mauro will be present to discuss the terms (<i>attached</i>) that he has negotiated with the tower company.</p>
2	<p>7:10 p.m. – Leadership Changes</p> <p>According to our charter (section 5.05) if a vacancy occurs, the President Pro-tem shall become President for the remainder of the unexpired term, meaning Mark Powers now assumes the role of Village President. This would create a vacancy on Council. Section 5.08 states that Council has 30 days to appoint someone to the vacated seat. If they fail to do so, the President shall make the appointment. A display ad has been placed in the <u>Grand Haven Tribune</u>, on the Village website and on Facebook. Council can interview candidates at the regular meeting on August 21st or schedule a special meeting to consider candidates.</p>
3	<p>7:15 p.m. – Audit Letter of Understanding</p> <p>This is an annual housekeeping item that memorializes the terms of our audit with Vredeveld Haefner</p>
4	<p>7:18 p.m. – Finance Contract Extension with Ottawa County</p> <p>According to our contract with Ottawa County for financial services, the contract is to be renewed in writing each year. Renewal has been done informally via email in the past. Legal Counsel for Ottawa County has ruled this an acceptable practice, as any risk really falls on them.</p>
5	<p>7:20 p.m. – Arborist Report</p> <p>The Village’s arborist (Bill Drew) reviewed a number of trees in the Village and compiled his recommendations. That report (<i>attached</i>) was reviewed by the Parks & Recreation Board and they concur with Mr.</p>

	Drew's recommendations.
6	<p>7:30 p.m. - Village Manager Performance Appraisal Format</p> <p>The Village Manager's contract calls for a performance appraisal each year prior to consideration of any pay increase. There has been some discussion in years past of changing the format. The format we've been using is attached as well as a suggested revision.</p>
7	<p>7:35 p.m. - Charter Review Process (ACTION ITEM)</p> <p>The Village Charter, Section 15.03, states as follows:</p> <p style="text-align: center;"><i>The question of revision of this Charter shall be placed before the electors of the Village at the general election in the year 2017, and at least every 20 years thereafter.</i></p> <p>This issue is extremely confusing, considering we just voted on a proposed Charter <u>amendment</u>. The question of a Charter <u>revision</u>, is a totally different issue. It is necessary for this to be an action item because of the deadline to get this on the November ballot (August 15th at 4:00 p.m.)</p> <p>Motion to adopt Resolution 2017 - 15, a Resolution of Intent to Adopt Ballot Language for the Question of Charter Revision.</p>
8	<p>7:38 p.m. - Charter Communications Contract (Marv Hinga)</p> <p>Charter Communication is filing for a cable franchise renewal with the Michigan Public Service Commission. Approving the proposed agreement will allow the Village to continue to collect the Franchise Fee (About \$40,000/year). The Village receives 5% of the Charter Cable TV revenues generated within the Village. This percentage is the maximum amount allowed under State law.</p>
9	<p>7:41 p.m. - Updates</p> <ul style="list-style-type: none"> • Ambulance Oversight • Buchanan Street Costs (Final) • Census Address Updates (OC GIS) • Reroof of Village Hall & DPW • Master Plan Process - Joint Meeting in early October • Lakeside Trail Lighting • Downtown Street Lighting

	<ul style="list-style-type: none"> • Connector Path Repairs • Pavement Markings • Sink Holes • Economic Development Update <ul style="list-style-type: none"> ○ Britt Morant PC ○ Best Financial Credit Union ○ Spring Lake Dental
10	<p>8:00 p.m. – Communications</p> <ul style="list-style-type: none"> • Community Foundation Statements • Complaint – Inman • Complaint – Cuti • Compliment – Allard • Compliment – Henshaw • Inquiry – Guthrie • Inquiry - Bissell • Library Calendar (August) • Village Manager Calendar
11	<p>8:01 p.m. - Minutes</p> <p>Minutes of the July 10, 2017 Work Session, July 17, 2017 regular meeting and the August 10, 2017 Special Meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to August 10, 2017.</p>
12	<p>8:03 - 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>
13	<p>8:15 – Adjourn</p>

Christine Burns

From: Bryan Mauro <landlordleaseadvisors@gmail.com>
Sent: Tuesday, July 25, 2017 5:38 PM
To: Christine Burns
Subject: Update - Tower

Hi Chris:

I have some really great news regarding the negotiations.

We have gone back and forth and ended up agreeing on a deal (with your blessing).

Here are the terms:

- **\$50,000** one-time signing bonus, payable within 30 days of full execution of amendment;
- Rent to begin escalating by **4% per year**; Village to keep the 20% escalation due in 2019.
- **\$400 Flat Fee future tenant revenue share**, applicable to all new collocations following full execution of an amendment;
- **Six (6)** additional lease periods of **five (5)** years each, commencing **January 9, 2033**.

-- I believe Sprint will begin using this tower in the coming years as well as google (\$800 in additional monthly rent). I fought hard to get a 4% annual escalation instead of a 20% (5 year term) escalation, and also to maintain the 20% escalation due in 2019.

Please let me know your thoughts and what the next steps are.

Bryan Mauro

Lease Consultant

Phone: 517-749-4187

Fax: 323.375.0565

landlordleaseadvisors@gmail.com

LANDLORD
LEASE ADVISORS, LLC
600 Broadway Avenue NW suite 329
Grand Rapids, MI 49504



THE VILLAGE COUNCIL OF THE VILLAGE OF SPRING LAKE

is looking for an interested Village of Spring Lake resident wanting to serve on the Village Council. The Village Council meets on the 2nd and 3rd Mondays of the month at 7:00 p.m. The appointment will be to fill a partial term expiring December 2018.

Interested parties should fill out a personal profile form that can be obtained from the Village Hall office, 102 W. Savidge, Spring Lake or online at www.springlakevillage.org. Deadline for submitting an application is August 18, 2017 at 12:00 p.m. For more information, please contact Marvin Hinga, Village Clerk/Treasurer at 616-842-1393.



Vredeveld Haefner LLC

CPAs and Consultants
10302 20th Avenue
Grand Rapids, MI 49534
Fax (616) 828-0307

Douglas J. Vredeveld, CPA
(616) 446-7474
Peter S. Haefner, CPA
(616) 460-9388

July 17, 2017

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

We are pleased to confirm our understanding of the services we are to provide the Village of Spring Lake, Michigan for the year ended June 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village of Spring Lake as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village of Spring Lake's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Spring Lake's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedules of Funding Progress and Employer Contributions
3. Major fund budget to actual comparisons.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund financial statements and schedules.

In accordance with Michigan Department of Transportation (MDOT) requirements, we will also perform procedures to test the Village's compliance with Act 51.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when

considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Village of Spring Lake and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village of Spring Lake's financial statements. Our report will be addressed to the governing board of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance and other matters will each include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Village of Spring Lake is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

The objective of our audit of the Village's compliance with Act 51 is the expression of an opinion as to whether the Village complied with the requirements of Act 51. Our audit will be conducted in accordance with the standards for performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the compliance necessary to enable us to express such an opinion.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Spring Lake's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Village of Spring Lake in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the management of the Village however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Vredeveld Haefner LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and

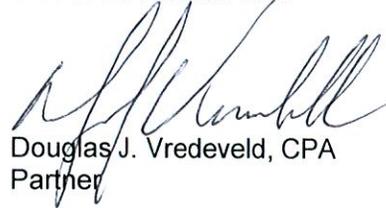
appropriate individuals will be made available upon request and in a timely manner to the State of Michigan or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vredeveld Haefner LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Michigan. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 21, 2017 and to issue our reports no later than September 30, 2017. Doug Vredeveld is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$10,750 for the audit and \$1,250 for the MDOT Act 51 audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Village of Spring Lake and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,
Vredeveld Haefner LLC



Douglas J. Vredeveld, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Village of Spring Lake.

By:

Title:

Date:

AGREEMENT FOR FINANCE DIRECTOR
LOCAL GOVERNMENT ADMINISTRATIVE SERVICES

This Agreement is made this 16th of December, 2013, by the Village of Spring Lake, a Michigan municipal corporation, 102 W. Savidge St., Spring Lake, MI 49456 (“the Village”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. The Village, pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., is required to provide for the establishment, maintenance, and administration of a uniform chart of accounts for the financial and accounting needs of the Village.
- B. Article 3, Section 5 of the 1963 Constitution of the State of Michigan provides that, subject to the provisions of general law, any political subdivisions of the State may enter into agreements with other political subdivisions for the performance or execution of their respective functions.
- C. The legislature has made general provisions of the implementation of Article 3, Section 5 of the 1963 Constitution of the State of Michigan, including those set forth in the Intergovernmental Contracts between Municipal Corporations Act, MCL 124.1 et seq.
- D. The State of Michigan encourages cooperation and service sharing between local government units like the Village and Ottawa County, and intends to consider such cooperation and service sharing in its decisions about distribution of State of Michigan revenue sharing funds.
- E. The Village has requested that Ottawa County, through its Fiscal Services Department, provide assistance to the Village in performing budgeting and

accounting administration services (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.

- F. Ottawa County is willing to assist the Village by providing the requested budgeting and accounting administration services, as a six (6) month pilot program, under the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Village and Ottawa County agree as follows:

1. **General Agreement:** Ottawa County, through its Fiscal Services Department, will provide budgeting and accounting administration services (“the program”) on behalf of the Village as a six (6) month pilot program. The program will be administered by the Ottawa County Fiscal Services Director, or a designated representative, who will assist in budgeting, and who will supervise and maintain a uniform chart of accounts on behalf of the Village, and who shall give advice and direction to the employees of the Village, with the consent of the Village Manager, with regard to the establishment, administration, supervision and maintenance of a uniform chart of accounts. The person performing the functions on behalf of the County shall, at a minimum, possess the qualifications and perform the services as set forth in Exhibit “A.” Other employees working in Ottawa County’s Fiscal Services Department also may be directed by Ottawa County to assist in the provision of services to the Village under this Agreement.

2. **Conduct of Operations:** Both parties recognize that cooperation and good public relations are vital to the success of this program. During the terms of this Agreement, Ottawa County employees and Village employees shall endeavor to promote understanding and amicable relations between the parties to this Agreement and with all members of the public. Ottawa County employees may be assigned by the Ottawa County Fiscal Services Director to maintain limited office hours at the Spring Lake Village Hall to (i) conduct their duties under this Agreement, (ii) interact with Village staff, (iii) attend meetings, and (iv) promote community relations. The Village will provide adequate office area and operational infrastructure, such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required Ottawa County staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours.

When possible, any maintenance that is performed by representatives of the Village on the computer equipment owned by Ottawa County will be coordinated with a representative of the Information Technology Department of Ottawa County to avoid conflicts in configuration and application issues.

3. **Record of Accounts:** The Village and Ottawa County will maintain the records of accounts at the Spring Lake Village Hall with electronic access available to Ottawa County. The record of accounts shall be the property of the Village.
4. **Equipment and Supplies:** Each party will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
5. **Payment for Services Provided:**

A. **General Budgeting and Fiscal Administrative Services:** Ottawa County shall be reimbursed for services provided under this Agreement during the pilot program term at the rate of \$61.55 per hour of service provided. Ottawa County will submit monthly invoices to the Village on the first day of each month as follows:

Date of Invoice:	Amount:
Month 1	___ hours x ___ rate
Month 2	___ hours x ___ rate
Month 3	___ hours x ___ rate
Month 4	___ hours x ___ rate
Month 5	___ hours x ___ rate
Month 6	___ hours x ___ rate

The parties will mutually agree upon an hourly rate of any extension period following the term of the six (6) month pilot program. The invoice shall be paid by the Village within thirty (30) days of receipt from Ottawa County.

6. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County to the Village shall be that of an independent contractor. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County, subject to the

discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Ottawa County Fiscal Services Director.

7. **Indemnification and Hold Harmless**: Each party shall indemnify and hold the other party harmless from claims which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
8. **Insurance**: The Village will include Ottawa County, the Ottawa County Fiscal Services Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks associated with performance under this Agreement. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the Village and its officers, employees and agents as additional named insureds on a policy of insurance for all risks associated with performance under this Agreement. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will provide Worker's Compensation Coverage on its employees. Written proof of the existence of such insurances will be supplied by the Village and Ottawa County as of the effective date of this Agreement, and at such times during the term thereafter as Ottawa County or the Village may reasonably require.
9. **Term of Agreement**: The effective date of this Agreement shall be December 16, 2013. This Agreement shall continue in effect from the effective date through June 30, 2014. It may be renewed thereafter for up to five (5) successive one (1) year terms, by mutual written agreement of the parties, entered into not later than

_____, 201____, and _____ of each expiring one (1) year term thereafter.

11. Miscellaneous:

A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

B. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

C. **Entire Agreement and Amendment.** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

D. **Successors and Assigns.** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties

hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

VILLAGE OF SPRING LAKE:

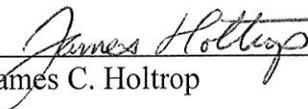
By: 
Jim MacLachlan

Its: Village President

By: 
Christine Burns

Its: Village Manager

COUNTY OF OTTAWA:

By: 
James C. Holtrop

Its: Chairperson, Board of Commissioners

By: 
Daniel C. Krueger

Its: County Clerk/Register

MEMORANDUM OF UNDERSTANDING

This memorandum reflects the understanding of the Village of Spring Lake ("Spring Lake") and Ottawa County, Michigan ("Ottawa") regarding their Agreement for Finance Director Local Government Administrative Services, dated December 1, 2013. Specifically, the parties recognize and ratify the following regarding their Agreement:

1. The Agreement has been renewed four times for annual terms, now extending through June 30, 2018.
2. The parties may renew the Agreement for additional one year terms if they advise each other in writing at least thirty (30) days before the end of an annual term.
3. The Agreement will end within thirty (30) days if Marvin Hinga ceases to be an Ottawa County employee or if he is not otherwise assigned to provide services under the Agreement.
4. Ottawa County calculates the payment for services provided pursuant to the Agreement by calculating and passing to Spring Lake only its actual costs for wages and benefits for Marvin Hinga.

Dated: August 21, 2107

Spring Lake

Ottawa County

Christine Burns, Village Manager

Al Vanderberg, Administrator

Village of Spring Lake
 Treasurer Contract Comparison

2016 Payments to Ottawa County 106,313

Cost of Prior Treasurer

Salary	70,214
Social Security	5,371
Retirement/MERS	14,043
Health Insurance	15,677
Dental Insurance	1,287
Vision	300
Workers Comp	140
Life Insurance	1,000

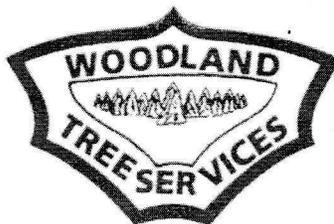
Cost 108,032

Savings 1,719

	<u>Year</u>	<u>Cost</u>
Reduced Bank Fees	2013	6,571
	2016	1,748
	Savings	4,823

	<u>Year</u>	<u>Cost</u>
Changing On-Line Payment Provider	2016	1,520
	2017	0
	Savings	1,520

		<u>Earnings</u>
Interest Earnings	FY 2013-14	1,296
	FY 2016-17	16,349
	Additional Revenue	15,053



Woodland Tree Services, Inc.

P.O. Box 439

Rockford, MI 49341

616-696-7400

info@4yourtree.com

WWW.4YOURTREE.COM

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

August 3, 2017

Ben;

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

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

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

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

Recommendation: Retain and monitor

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

Location: 108 Mason

Concern: Large old split out scar – Internal integrity?

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

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

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

Recommendation: Retain and monitor

Tree # 6) Red Oak – 52” D.B.H.

Location: Spring Lake Intermediate School

Concern: Health and Safety

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

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

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

Tree # 7) Silver Maple – 42” D.B.H.

Location: Wind Drift Entrance

Concern: High exposure location – Restricted vision

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

Recommendation: Retain – Trim and monitor

Tree # 8) Silver Maple – 22” D.B.H.

Location: 367 Lake Street

Concern: High exposure location – Restricted vision

Inspection: Large deadwood in crown – basal cavity

Recommendation: Removal

Thank you,



William B. Drews

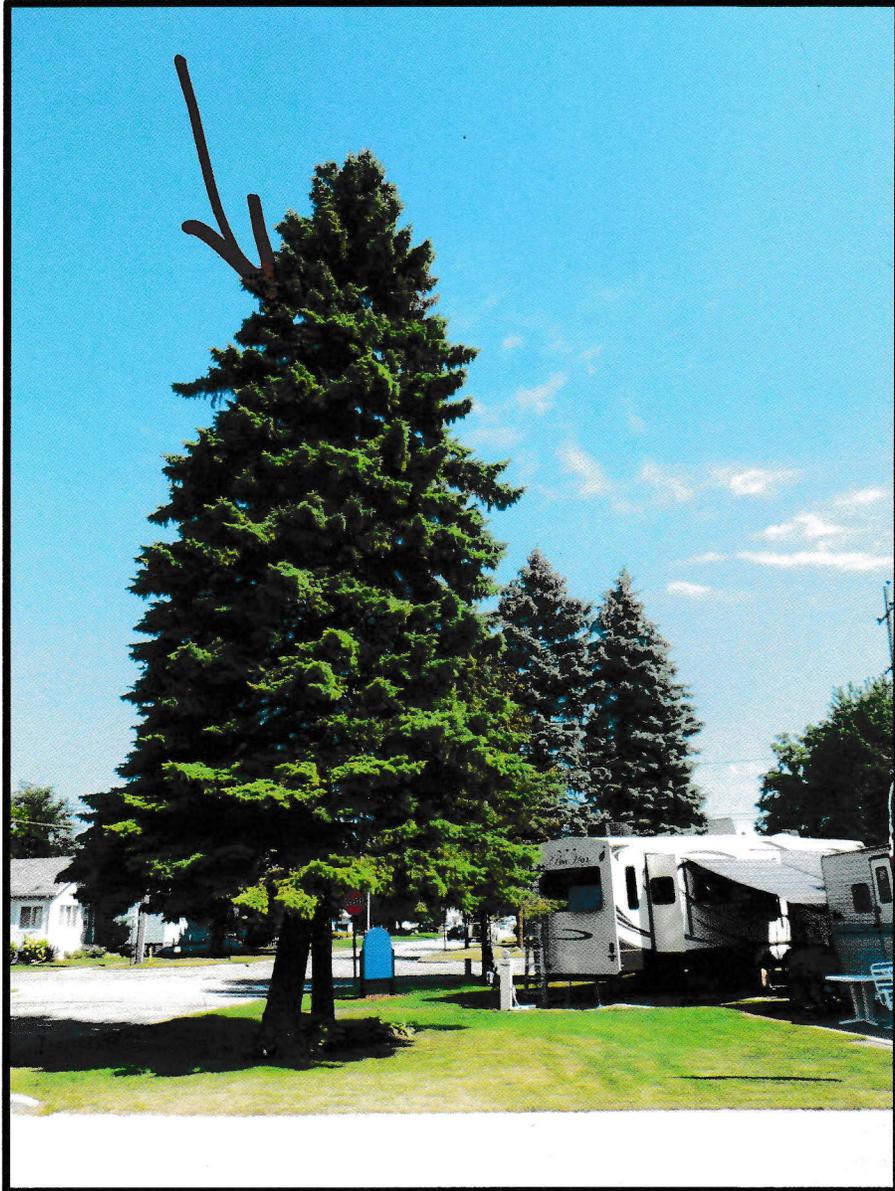
Woodland Tree Services, Inc.

Cell: 616-443-7442

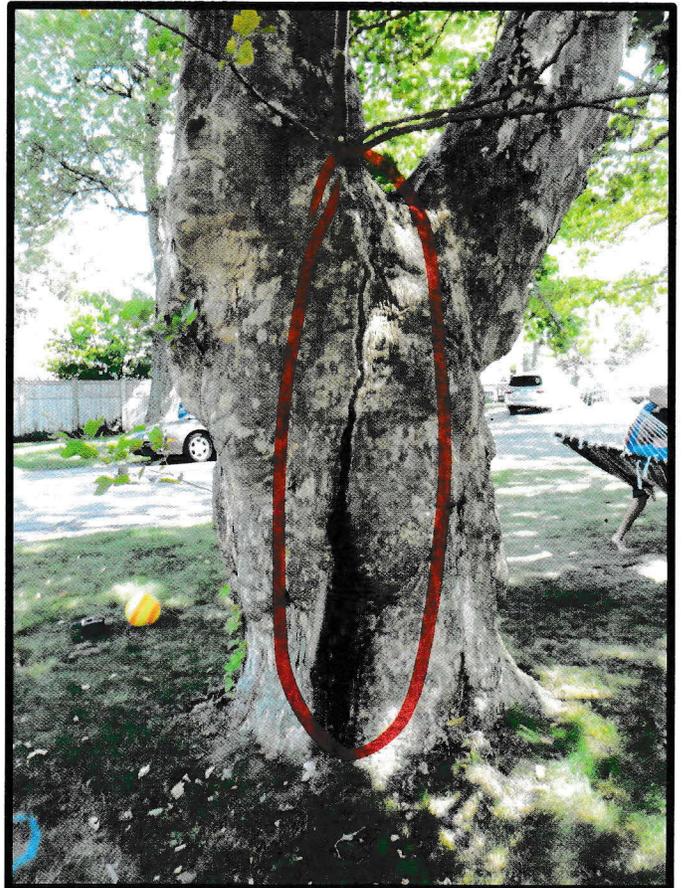
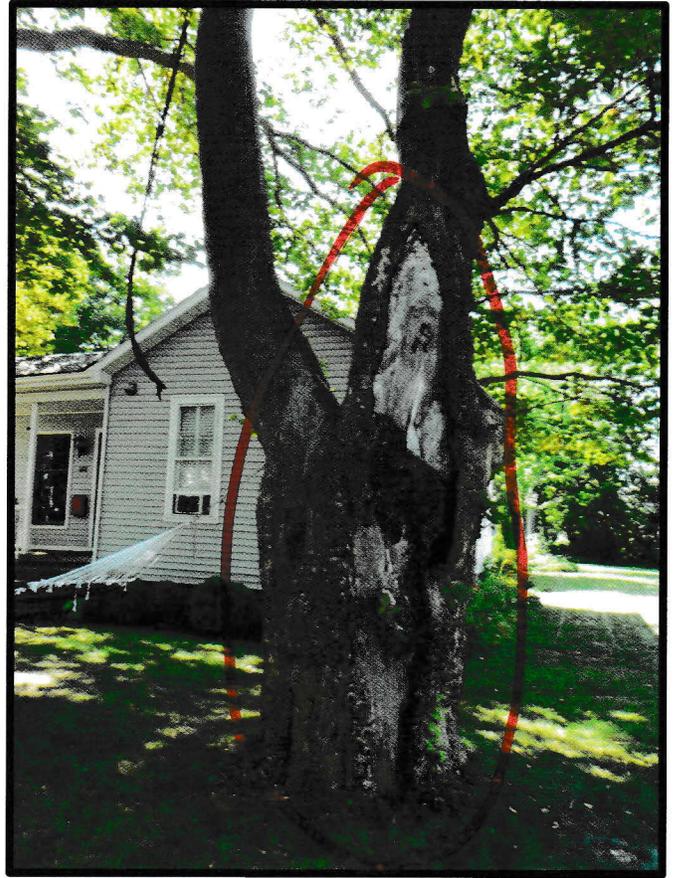
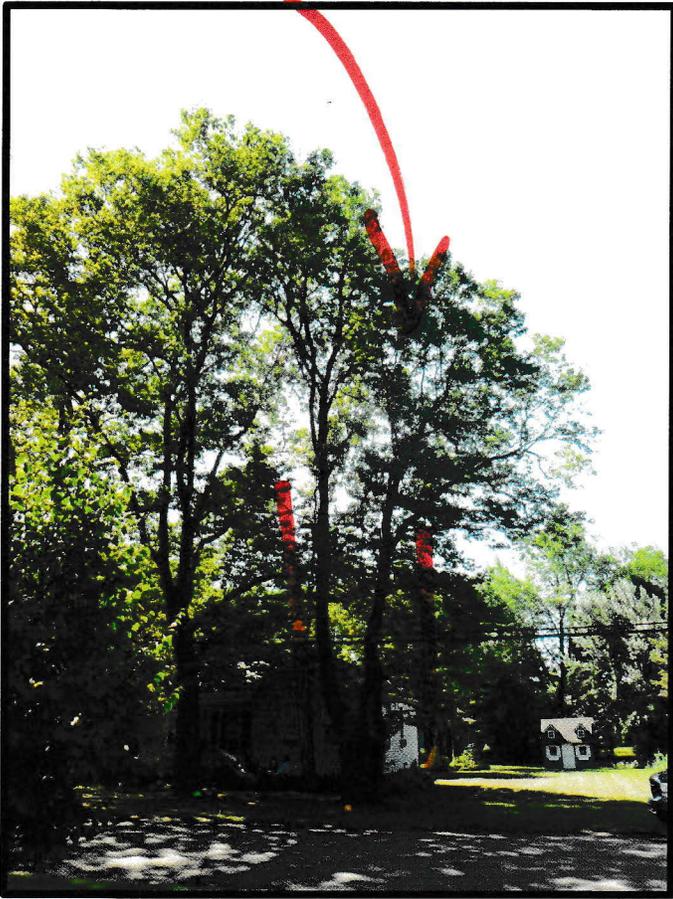
Wm Drews - I.S.A. Certified Arborist # MI-0309A

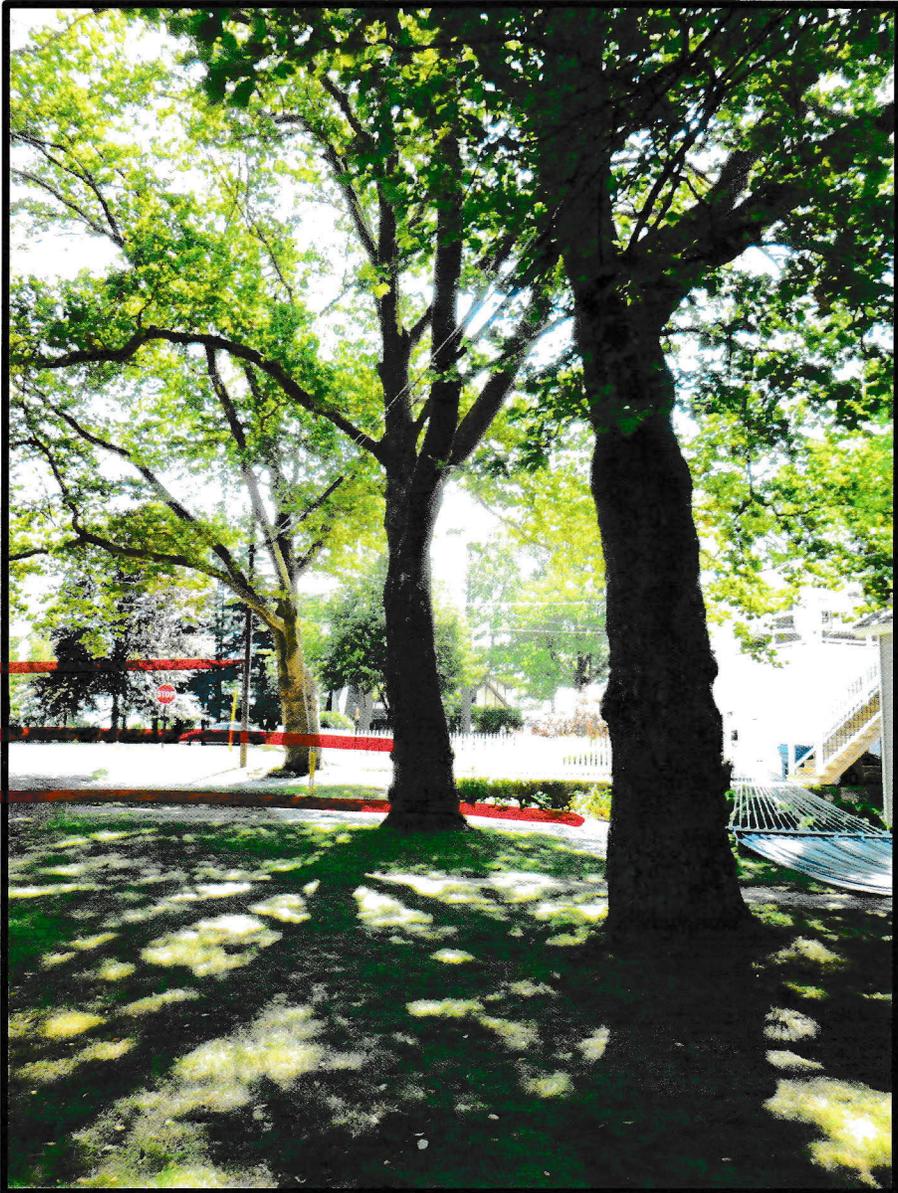
I.S.A Qualified Tree Risk Assessor

Tree #1 Tanglefoot Park



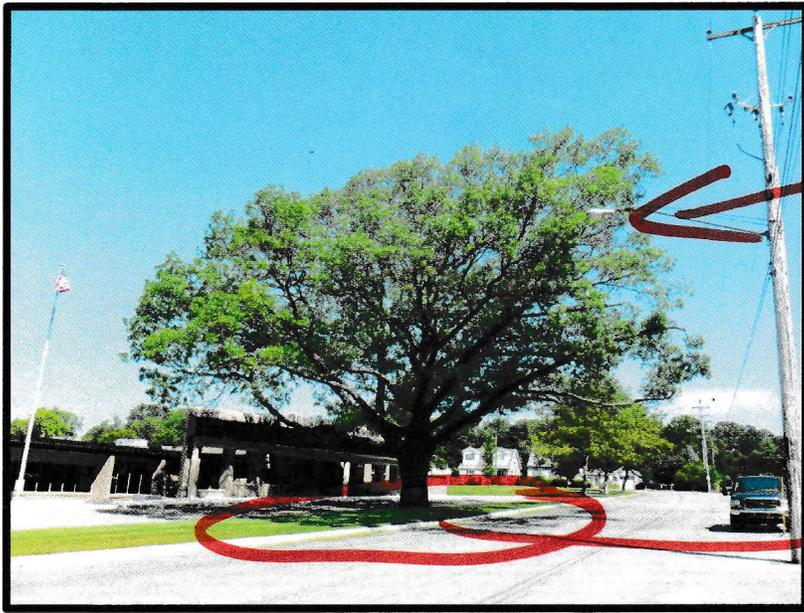
#2 108 Mason 7





3
4
5

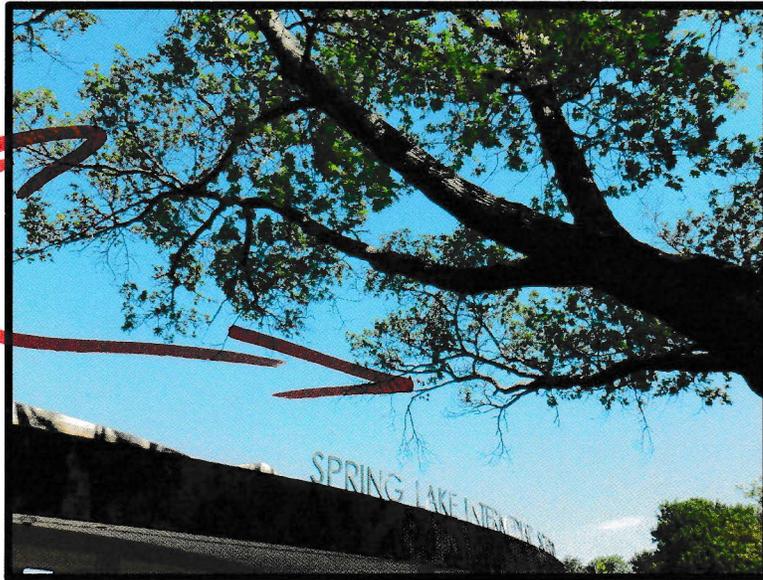




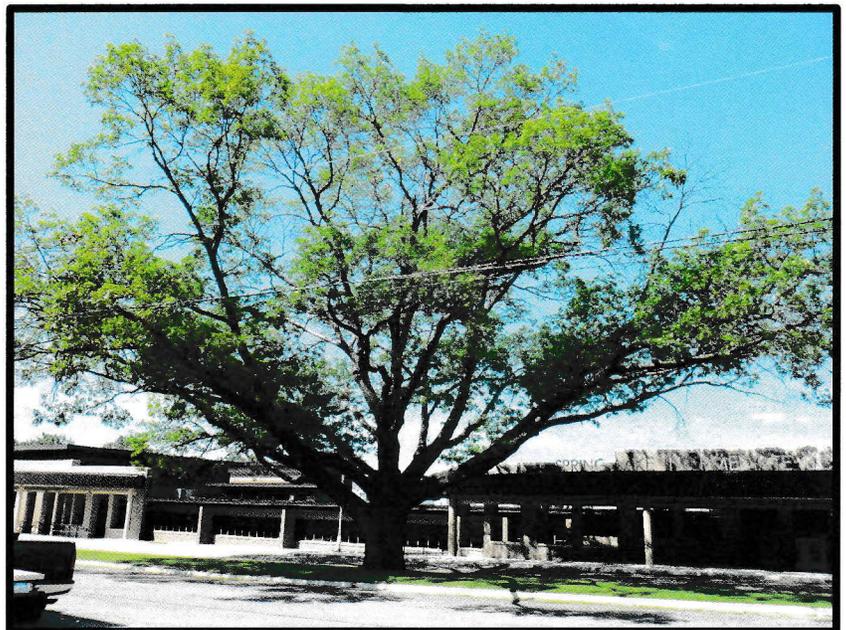
#6

Restricted root area

Declining crown
Chlorotic foliage
3"-4" Dead limbs

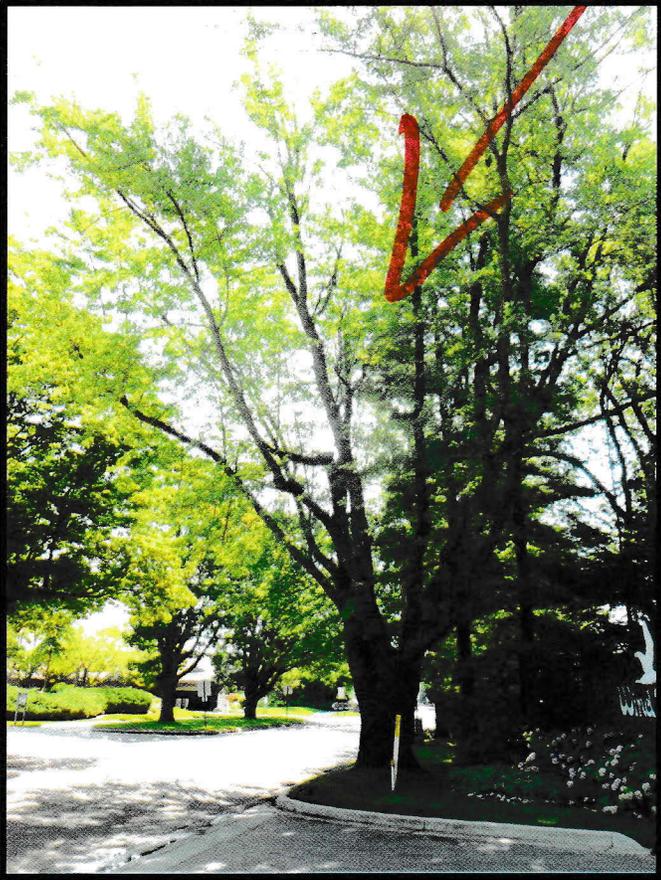


"High" exposure
location

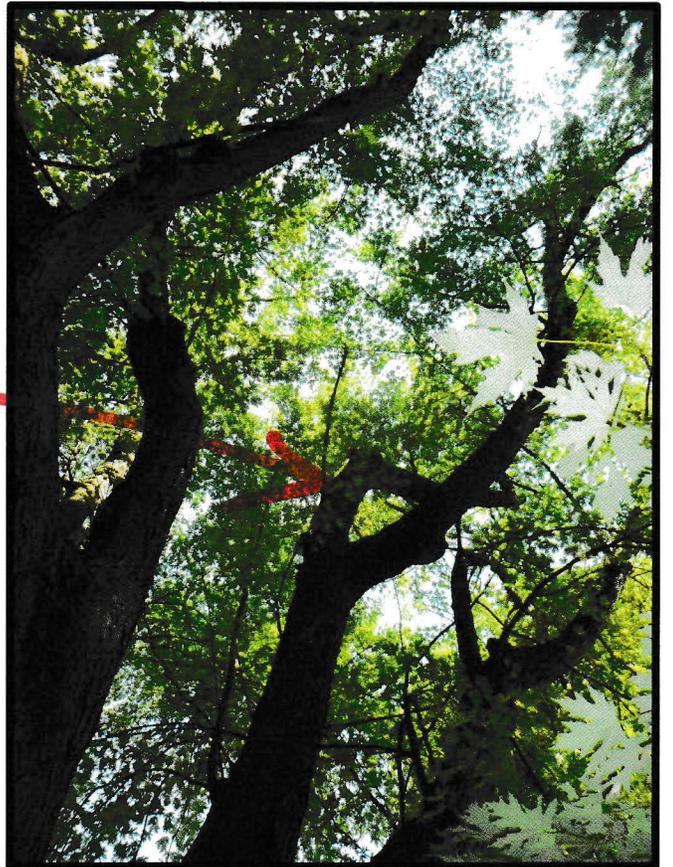


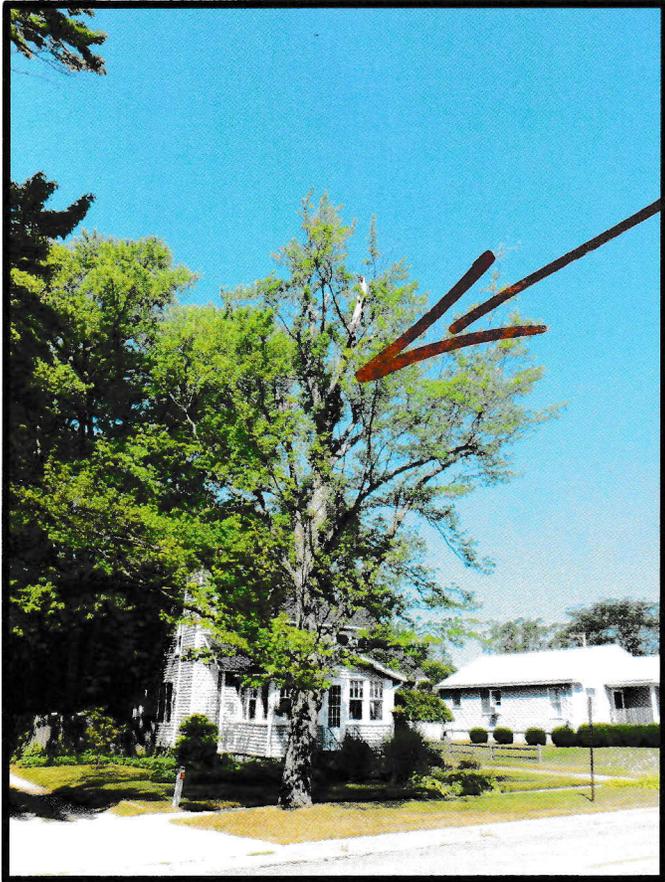
#7

Wind Drift Entrance



Dog leg limb with
some decay
should be removed





#8

367 Lake St.

Base cavity
Hollow



VILLAGE OF SPRING LAKE
EMPLOYEE PERFORMANCE AND DEVELOPMENT
(Village Manager)

Name: Christine M. Burns	Title: Village Manager
Review Period: July 1, 2016 - June 30, 2017	Appraiser:

PART 1
QUANTITY AND QUALITY OF WORK -- ACHIEVEMENT OF
PERFORMANCE CRITERIA AND PERFORMANCE GOALS & OBJECTIVES
(60% of Overall Rating)

QUALITY OF WORK	
1	2
3	4
5	
Does Not Meet Expectations	Meets Expectations
Does Not Meet Expectations	Fails to meet requirements for quality and timeliness. Frequent customer complaints. Work products lack accuracy and thoroughness.
Meets Expectations	Meets acceptable standards or performance. Meets Council expectations for quality and timeliness. Responds quickly to Council requests.
Exceeds Expectations	Consistently produces/provides services that exceed standards of quality and timeliness. Initiates actions to improve quality of service. Anticipates and responds to Council needs.
Comments & Examples:	

VOLUME OF WORK	
1	2
3	4
5	
Does Not Meet Expectations	Meets Expectations
Does Not Meet Expectations	Frequently produces less than expected. Misses deadlines. Contributes little to team result.
Meets Expectations	Products or services produced consistently meet expectations. Can be relied on to meet peak demands. Contributes to accomplishments of team objectives.
Exceeds Expectations	Strives to increase productivity. Seeks extra responsibility and takes on tough jobs. Assists others to exceed team objectives.
Comments & Examples:	

WORK RELATIONS/TEAM INVOLVEMENT				
1	2	3	4	5
Does Not Meet Expectations	Meets Expectations		Exceeds Expectations	
Does Not Meet Expectations	Frequent source of conflict in work group. Lacks credibility. Withholds pertinent information. Does not offer assistance and/or support to staff.			
Meets Expectations	Demonstrates tact and courtesy. Credible and trusted. Listens and incorporates view of others. Works well in a team environment. Offers assistance and support to staff.			
Exceeds Expectations	Sought out by staff as a developmental resource. Puts needs of the organization above the need for personal accomplishment. Sought out as a team member to resolve complex problems.			
Comments & Examples:				

JOB KNOWLEDGE/TECHNICAL SKILLS – BASED ON TIME IN POSITION				
1	2	3	4	5
Does Not Meet Expectations	Meets Expectations		Exceeds Expectations	
Does Not Meet Expectations	Lacks skills/knowledge required to perform assigned work. Refuses to accept changes in methods/technology. Requires assistance from team members to perform routine tasks/assignments.			
Meets Expectations	Competent in required job skills and knowledge. Accepts personal responsibility to assure job skills remain current. Applies knowledge and experience to solve problems.			
Exceeds Expectations	Seeks opportunities to develop employees. Viewed as a source of expertise by staff and colleagues. Relied upon resolve complex problems. Initiates and implements innovative approaches.			
Comments & Examples:				

ADAPTABILITY				
1	2	3	4	5
Does Not Meet Expectations		Meets Expectations		Exceeds Expectations
Does Not Meet Expectations	Resistant to change. Clings to status-quo. Avoids risk taking. Insensitive to changing customer needs.			
Meets Expectations	Tries new ideas. Adapts to change. Takes prudent risks. Readily accepts changes in methods/technology. Quickly rebounds from set-backs.			
Exceeds Expectations	Learns from set-backs and applies learning to achieve success. Contributes to implementation of change initiatives. Seeks out and suggests innovations. Continually seeks to improve processes and service delivery.			
Comments & Examples:				

PART 2
MANAGEMENT AND LEADERSHIP SKILLS
(40% of Overall Rating)

INNOVATION/PROMOTING CHANGE:				
1	2	3	4	5
Does Not Meet Expectations		Meets Expectations		Exceeds Expectations
Does Not Meet Expectations	Avoids and discourages risk taking. Does not implement changes in methods and/or technology. Clings to status-quo. Does not seek ways to improve work practices.			
Meets Expectations	Readily accepts and applies process and technology changes. Admits to and learns from mistakes. Actively supports or leads change initiatives. Uses creative ideas to deliver customer/client service.			
Exceeds Expectations	Brings out the creative ideas in others. Fosters an environment for prudent risk taking. Sought out as a source of innovative/creative solutions. Seeks challenges and accepts high risk assignments.			
Comments & Examples:				

LEADERSHIP				
1	2	3	4	5
Does Not Meet Expectations	Meets Expectations		Exceeds Expectations	
Does Not Meet Expectations:	Seeks buy-in without providing full insight. Lacks credibility; not approachable. Fails to appropriately delegate decision making authority. Resistant to change.			
Meets Expectations:	Effectively delegates tasks, empowers employees to make decisions at the point of customer service or impact. Operates from an appropriate set of standards/values. Brings out and applies the problem solving creativity in others. Gives visibility and credit to others; shares wins and successes. Motivates others to excel.			
Exceeds Expectations:	Highly credible and trusted. Creates shared ownership with the team resulting in high levels of achievement. Demonstrates composure in stressful/difficult situations.			
Comments & Examples:				
PROFESSIONAL/TECHNICAL EXPERTISE – EXPECTATIONS BASED ON TIME IN POSITION				
1	2	3	4	5
Does Not Meet Expectations	Meets Expectations		Exceeds Expectations	
Does Not Meet Expectations	Requires assistance to perform the basic responsibilities of the position. Does not accept or apply changes in methods or technology. Does not remain current in job knowledge/skills.			
Meets Expectations	Utilizes expertise to coach and develop staff. Appropriately competent in respective job skills and/or knowledge. Accepts personal responsibility to assure job knowledge/skills remain current.			
Exceeds Expectations	Sought out as a resource to solve complex problems. Utilizes expertise to develop and implement innovative approaches. Sought out as a source of “best practice” or leading edge knowledge.			
Comments & Examples				

SELF MANAGEMENT				
1	2	3	4	5
Does Not Meet Expectations	Meets Expectations		Exceeds Expectations	
Does Not Meet Expectations	Lacks dependability. Misses deadlines. Fails to respond to customers. Frequent absences/tardiness.			
Meets Expectations	Plans and prioritizes work. Accepts responsibility and accountability for job performance. Operates from an appropriate set of standards/values. Consistently honors commitments.			
Exceeds Expectations	Quickly and effectively shifts priorities to meet Council needs. Anticipates and plans for future work load. Viewed as a model of dependability, responsibility and values.			
Comments & Examples:				

COMMUNICATION SKILLS				
1	2	3	4	5
Does Not Meet Expectations	Meets Expectations		Exceeds Expectations	
Does Not Meet Expectations	Fails to inform; withholds information. Fosters a negative reaction to change initiatives. Insensitive to views of others. Interrupts often. Has difficulty expressing self.			
Meets Expectations	Clearly articulates and assures understand strategic direction and initiatives. Communicates change in a positive way. Listens attentively and checks for understanding. Keeps others informed. Disagrees tactfully.			
Exceeds Expectations	Solicits input and opinions. Communicates effectively with all levels of employees. Provides constructive input and feedback. Demonstrates excellence in presentation skills. Anticipates need for communication and plans accordingly.			
Comments & Examples:				

INTERPERSONAL SKILLS				
1	2	3	4	5
Does Not Meet Expectations	Meets Expectations		Exceeds Expectations	
Does Not Meet Expectations	Avoids hiring, promoting, working with a diverse workforce. Not open to alternative opinions, ideas or perspectives.			
Meets Expectations	Always treats others with fairness and respect. Contributes to the Village's cohesiveness and morale. Ensures work group treats others with dignity. Seeks diversity of opinion, ideas and perspective.			
Exceeds Expectations	Admired for fairness and human respect. Leader and model contributor to Village cohesiveness and morale. Generates creative thinking in work design.			
Comments & Examples:				
TEAM INVOLVEMENT				
1	2	3	4	5
Does Not Meet Expectations	Meets Expectations		Exceeds Expectations	
Does Not Meet Expectations	Inappropriately criticizes other employees. Unreliable; does not follow through on commitments to Council. Places personal success above the needs of the team or customer. Becomes agitated when challenged or faced with differing opinion.			
Meets Expectations	Participates in team initiatives and contributes to achievement of team/Village goals/outcomes. Uses leadership role to create team involvement with clear goals and objectives. Assembles appropriate team membership to resolve the issue at hand. Fosters an environment conducive to team input.			
Exceeds Expectations	Resolves complex issues with creative/innovative solutions. Uses team involvement as an opportunity for development of self and others. Is sought out as a leader to resolve non-routine, complex issues.			
Comments & Examples:				

PART 3
GROWTH & DEVELOPMENT PLAN

The recommendations listed herein are offered to the employee by the appraiser to promote the professional growth and development of the employee. The employee should make every effort to pursue fulfillment of these recommendations at their earliest opportunity.

PART 4 OVERALL EVALUATION

The overall evaluation is determined by transferring the total of the numerical values in Part 1 and Part 2 of the appraisal to the table below. The total numerical score will determine the employee's overall evaluation. The appraiser is asked to check and initial the appropriate box corresponding to the overall evaluation. Note the definition of extraordinary achievement as an overall rating category. Also note the process to use when multiple appraisers/evaluators (i.e., the City Commission) are involved with providing an employee an evaluation – specifically, the City Clerk, the City Treasurer/Assessor, and the City Manager.

Evaluation Scoring Table:

Total of Part 1 = _____ x 1.35 = _____

Total of Part 2 = _____ x .65 = _____

Grand Total _____ **

Did Not Meet Expectations Met Expectations Exceeded Expectations Extraordinary Achievement*
(1 - 16) (17 - 35) (34 - 50) (51 - 56.5)

*EXTRAORDINARY ACHIEVEMENT

Overall performance **not only exceeds expectations** but the results achieved have changed the way the City or department to better serve its customers. Employees in this category “change the rules of the game.” They are perceived as change leaders and are looked to for new, productive and innovative approaches to problem solving or service.

**MULTIPLE APPRAISERS

When multiple appraisers evaluate a single employee, the numerical grand total of all appraisers will be summed and averaged (sum score divided by the number of appraisers). The averaged score will determine the overall evaluation.

EMPLOYEE COMMENTS

**PART 5
REVIEW AND APPROVAL**

Completed By:	Date:
Reviewed & Approved By: Mark Powers, Village President (on behalf of Council)	Date:
Employee Acknowledgment:	Date:
<i>Employee acknowledgement simply signifies that the employee was provided the evaluation and that the evaluation was discussed with the employee. Signature does not constitute agreement or concurrence with the rating.</i>	

Village Manager Performance Evaluation

Village of Spring Lake

Evaluation period: July 1, 2016 thru June 30, 2017

Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to Village President Mark Powers. The deadline for submitting this performance evaluation is September 1, 2017. Evaluations will be summarized and discussed at a Village Council Work Session September 11, 2017.

Governing Body Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Village manager's performance.

Rating

Points	Category	Description
1	Unsatisfactory	Very seldom exhibits this quality.
2	Needs Strengthening	Makes effort, but not up to minimum expectations. Needs improvement.
3	Satisfactory	Exhibits this quality or meets minimum expectations and requirements most of the time. Good effort.
4	Good Performance	Exceeds minimum expectations most of the time. Good effort.
5	Outstanding Performance	Consistently performs in an exceptional manner and exceeds minimum expectations.

Any item left blank will be interpreted as a score of "3 = Average". If you rate the Manager's performance 1 or 2, please indicate in the comments section why you selected that rating.

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the Village Manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

_____ Diligent and thorough in the discharge of duties

_____ Exercises good judgment; makes decisions in the best interest of the Village

_____ Displays enthusiasm, cooperation, and willingness to adapt

_____ Mental and physical stamina appropriate for the position

_____ Values are in line with the values of the organization

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

Initials

2. PROFESSIONAL SKILLS AND STATUS

- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner
- _____ Seeks professional improvement through attendance at pertinent seminars

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body
- _____ Disseminates complete and accurate information equally to all members
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government's laws, policies, and ordinances
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

Initials

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the Village charter as guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with Village services

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

Initials

8. SUPERVISION

_____ Encourages heads of departments to make decisions within their jurisdictions with minimal Village manager involvement, yet maintains general control of operations

_____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls

_____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Village manager's office

_____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

_____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

9. FISCAL MANAGEMENT

_____ Prepares a balanced budget to provide services at a level directed by council

_____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

_____ Prepares a budget and budgetary recommendations in an intelligent and accessible format

_____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

_____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

Initials

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

What performance area(s) would you identify as most critical for improvement? _____

What constructive suggestions or assistance can you offer the manager to enhance performance?

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _____

Initials

**VILLAGE OF SPRING LAKE
RESOLUTION NO. 2017 - 15**

**RESOLUTION OF INTENT TO ADOPT BALLOT LANGUAGE FOR THE QUESTION
OF CHARTER REVISION**

At a meeting of the Village Council of the Village of Spring Lake, held in the Barber School, 102 W. Savidge Street, Spring Lake, Michigan 49456, on the 14th of August, 2017 at 7:00 p.m., the following Resolution was offered by _____ and supported by _____.

WHEREAS, MCL 78.14 allows for a village to provide for the charter revision process within its own charter; and

WHEREAS, Section 15.03 of the Charter of the Village of Spring Lake states “The question of revision of this Charter shall be placed before the electors of the Village at the general election in the year 2017”; and

WHEREAS, it is the Village Council’s duty to adopt the language that will be placed on the ballot in order to pose the question of charter revision to the electors; and

NOW, THEREFORE, BE IT RESOLVED that the Village Council of the Village of Spring Lake hereby declares its intention to adopt the following language in order to pose the question of charter revision to the electors:

“Shall the Charter of the Village of Spring Lake be revised according to Act 278 of 1909 (MCL 78.1 *et seq.*)?”

- Yes
- No”

BE IT FURTHER RESOLVED that the proposed language above will be placed on the ballot at the general election on November 7, 2017, to be voted on by the electors of the Village of Spring Lake.

ROLL CALL VOTE:

YES: _____

NO: _____

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 14th day of August, 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



Scholten Fant
Attorneys

Over 50 Years of Service

Robert E. Sullivan • rsullivan@scholtenfant.com • 616.842.3030 • Fax 616.846.6621
100 North Third Street, P.O. Box 454, Grand Haven, MI 49417
www.scholtenfant.com

August 1, 2017

Ms. Chris Burns
Village of Spring Lake
102 W. Savidge Street
Spring Lake, Michigan 49456

Re: Charter Review

Dear Ms. Burns:

In accordance with Article XV of the Charter of the Village of Spring Lake, entitled Charter Review, Amendment, and Revision, there are two issues which must be addressed by the Village Council in 2017. As you are aware, the current Charter of the Village of Spring Lake was ratified by the voters on February 17, 1997. Section 15.01 of the Charter provides as follows:

A Charter Review Committee of at least five members shall be appointed by the Village Council no later than ten years after this Charter is adopted, and at least each ten years thereafter. The Committee shall examine the Charter and recommend to the Council any amendments which appear to be necessary or desirable.

Even though the Council has voted to place before the voters a proposed amendment concerning disincorporation, we are not aware that a Charter Review Committee has been established pursuant to Section 15.01. Given the requirements of Section 15.03 as discussed below, an appointment of a Charter Review Committee prior to the November, 2017 election may duplicate efforts.

A Charter Review Committee once established by Council must operate under the provisions of the Michigan Open Meetings Act. It is charged with the responsibility of reviewing the provisions of the 1997 Charter of the Village of Spring Lake, and determining whether or not to recommend to Village Council any amendments which appear to be necessary or desirable. The Committee, once established, should convene to determine a schedule of future meetings. Meetings would then be scheduled to review each of the Articles set forth in the Charter, and determine whether

to recommend any amendments. The Committee should conclude its work by issuing a report and recommendation to Village Council with its findings.

Similar to the proposed amendment with respect to disincorporation, any amendment suggested by a Charter Review Committee could be initiated by either a two-thirds vote of the Village Council, or an initiatory petition signed by not less than 20 percent of the votes cast for President at the last preceding election.

In addition to the Charter amendment process, the Charter also presents the issue of Charter revision, which would entail a review of all the provisions rather than simply an amendment of some of the provisions. Section 15.03 of the Charter states as follows:

The question of revision of this Charter shall be placed before the electors of the Village at the general election in the year 2017, and at least every 20 years thereafter. A proposal for revision may be presented at other times in the manner provided by statute.

The requirements for a Charter revision would be summarized as follows:

1. Charter Revision. The question of having a general Charter revision may be submitted to the electors for adoption or rejection at the next municipal election or at a special election either of the following two ways:
 - a. The Village Council by two-thirds vote of its members declares in favor of a general revision of its Charter; or
 - b. Initiatory petition signed by at least 20 percent of the voters cast for President of the last preceding election, and verified by the person or persons who obtained said signatures.
2. Anticipated Election Date. A resolution calling an election to be held must be approved by Village Council. The other resolution must specify that the electorate will consider the question of a general Charter revision, and if the question is approved, the electorate will elect members of a Charter Commission.
3. Election of a Charter Commission. If the proposed vote to revise the Charter is approved by majority vote, a Charter Commission shall be elected. The law is not clear whether Charter Commissions may be elected at the same election at which the question of revision is voted on, but this commonly is the practice followed in the Home Rule City Act (Section 18 of Act 279 or 1909, MCL 117.18). This procedure for electing Charter Commissions at the same election at which revision is voted on is as follows:

- a. If a resolution is passed to submit the question of a general Charter revision to the electorate, the Village Clerk/Treasurer should be directed to prepare nominating petitions for candidates seeking a position on the Charter Commission.
- b. Nominating petitions must be secured by the Village Clerk/Treasurer and filed with the Village Clerk/Treasurer before the election not later than 12:00 noon on the fourth Saturday prior to the election.
- c. The statute requires an individual seeking a position on the Charter Commission must have a residence in the Village of at least two years, and must submit a petition signed by at least 20 qualified electors nominating them for service on the Commission.
- d. The ballot which is used at the election shall indicate that the five candidates having the greatest number of votes will be elected to the Charter Commission.

4. Notice of Election.

- a. Publication. In addition to the publication requirements for the election itself, notice of the election to consider the Charter revision question shall be published in one or more newspapers circulated in the Village at least once each week for four weeks preceding the election.
- b. Posting. Notice of the election to consider the Charter revision question shall be posted in at least ten places in the Village not less than ten days prior to the election.

5. Approval of Question. If the proposal to revise a Charter is approved by the elector, and a Charter Commission is established, the Charter Commission shall:

- a. Convene within ten days after the election and take a constitutional oath of office.
- b. Form a Charter for the Village within 60 days after taking the oath of office.

6. Charter Commission Members Powers and Duties. The Charter Commissions powers and duties include the authority to:

- a. Fill vacancies in its membership;

- b. Choose its officers, determine the rules of its proceedings and keep a journal;
 - c. Enter a roll call of its members in the journal on any question at the request of a member;
 - d. Conduct its business at a public meeting held in compliance with the Michigan Open Meetings Act;
 - e. Make Commission records available to the public in compliance with the Michigan Freedom of Information Act; and
 - f. Publish the proposed Charter.
7. Completion of Revised Charter. After the Charter Commission has completed its proposed revised Charter, and before the document may be submitted to the vote of the electors, it shall be presented to the Governor of the State.
- a. If the Governor approves the proposed Charter, it shall be signed and returned to the Village for submission to the electors.
 - b. If the Governor does not sign the proposed document, it shall be returned to the Charter Commission with any objections, as well as any information or recommendation the Governor may submit.
 - c. The Charter Commission shall then take the steps necessary to cure any defects noted by the Governor and follow any recommendations. After consideration of the revised documents, a two-thirds vote of the Charter Commissioners must be obtained to either resubmit the proposed Charter to the Governor for consideration if necessary or submit the proposed Charter to the electors.
8. Filing with the Village Clerk/Treasurer. The proposed Charter which will be submitted to the electors shall be filed with the Village Clerk/Treasurer 90 days before the scheduled election.
9. Election Concerning Charter. Once approval of the proposed Charter is obtained from the Governor, and the documents are filed with the Village Clerk/Treasurer, an election may be schedule. Before submission of the proposed revised Charter to the electors, the proposed Charter shall:

- a. Publication. Be published in one or more newspapers circulated in the Village not less than two weeks and not more than four weeks preceding the election, together with a notice of the election and the date that the question of adopting the proposed Charter should be voted on.
 - b. Posting. By posting notice of such election in at least ten public places within the Village not less than two weeks prior to such election.
10. Approval of Revised Charter. If the revised Charter is approved, two printed copies with the vote for and against, duly certified by the Village Clerk/Treasurer, shall, within 30 days after the election, be filed with the Secretary of State. Two copies must also be filed with the County Clerk. Upon filing, the revised Charter would become law.

Enclosed you will find a proposed Resolution of Intent to Adopt Ballot Language for the Question of Charter Revision. If you have any questions concerning this document or the information set forth above, please do not hesitate to advise.

Very truly yours

SCHOLTEN FANT



Robert E. Sullivan

RES/kat
Enclosure

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

**RESOLUTION OF INTENT TO ADOPT BALLOT LANGUAGE FOR THE QUESTION
OF CHARTER REVISION**

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

WHEREAS, MCL 78.14 allows for a village to provide for the charter revision process within its own charter; and

WHEREAS, Section 15.03 of the Charter of the Village of Spring Lake states "The question of revision of this Charter shall be placed before the electors of the Village at the general election in the year 2017"; and

WHEREAS, it is the Village Council's duty to adopt the language that will be placed on the ballot in order to pose the question of charter revision to the electors; and

NOW, THEREFORE, BE IT RESOLVED that the Village Council of the Village of Spring Lake hereby declares its intention to adopt the following language in order to pose the question of charter revision to the electors:

"Shall the Charter of the Village of Spring Lake be revised according to Act 278 of 1909 (MCL 78.1 *et seq.*)?"

- Yes
- No"

BE IT FURTHER RESOLVED that the proposed language above will be placed on the ballot at the general election on November ____, 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 _____, 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

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Village of Spring Lake, a Michigan municipal corporation (the "Franchising Entity"), and CC Michigan, LLC, a Delaware Limited Liability corporation doing business as Charter Communications.

I. Definitions

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

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

II. Requirements of the Provider

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

III. Provider Providing Access

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

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

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

IV. Responsibility of the Franchising Entity

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

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

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

V. Term

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

VI. Fees

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

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

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

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

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

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

VIII. PEG Fees

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

IX. Audits

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

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

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

XIV. Complaints/Customer Service

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

XV. Notices

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

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

If to the Provider:
(must provide street address)

Village of Spring Lake:

102 W. Savidge

Spring Lake MI 49456

616-842-1393

Attn: Village Manager

Fax No.: 616-842-1393

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

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

XVI. Miscellaneous

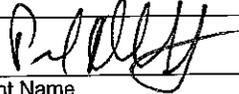
- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement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

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Village of Spring Lake, a Michigan Municipal Corporation

CC Michigan, LLC, a Delaware Limited Liability corporation doing business as Charter Communications

By _____
Print Name _____
Title _____
Address _____
102 W. Savidge
City, State, Zip _____
Spring Lake MI 49456
Phone _____
616-842-1393
Fax _____
616-842-1393
Email _____

By  _____
Print Name _____
Paul D. Abbott
Title _____
Vice President, Local Government Affairs
Address _____
12405 Powerscourt Drive
City, State, Zip _____
St. Louis, MO 63131
Phone _____
774-243-9738
Fax _____
Email _____

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

*Please sign
and
date*

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

Date: July 5, 2017		
Applicant's Name: CC Michigan, LLC, dba Charter Communications		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 38-2558446		

Company executive officers:

Name(s): Thomas M. Rutledge
Title(s): President and Chief Executive Officer

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

The area provided service is in the Village of Spring Lake, MI. Upon request, Charter Communications shall provide route maps showing the location of the Cable System, to Municipality, access to "as-built" maps, and updated route maps to reflect any changes. Municipality shall give Grantee a minimum of 48 hours notice of the request to view "as-built" maps, unless there exists an emergency situation requiring earlier viewing. Charter Communications' local office and engineering contact information (engineering drawings/"as-built" map address) is listed below.

This information also applies to 24 hour emergencies:

Keith Schierbeek-Director of Field Operations
1433 Fulton Street
Grand Haven, MI 49417
Phone: 616-607-2302
email: keith.schierbeek@charter.com

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: N/A

For All Applications:

**Verification
(Provider)**

I, Paul D. Abbott, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Vice President, Local Government Affairs	
Signature: 	Date: 7/5/17

(Franchising Entity)

Village of Spring Lake, a Michigan municipal corporation

By _____

Print Name _____

Title _____

Address _____

102 W. Savidge

City, State, Zip _____

Spring Lake MI 49456

Phone _____

616-842-1393

Fax _____

616-842-1393

Email _____

Date _____

*Please
sign
and date*

Christine Burns

From: Bill Cargo <BCargo@ght.org>
Sent: Friday, July 28, 2017 8:45 AM
To: Pat McGinnis; Gordon Gallagher; Christine Burns; Craig Bessinger
Subject: Ambulance Service MOU

To All:

In hopes that we will provide substantially similar material to our Councils or Boards, I am sharing what I will include in my Weekly Report regarding the proposed Memorandum of Understanding with the NOCH Ambulance Authority ...

AMBULANCE SERVICE AGREEMENT:

Chief Gerencer reports that the Ambulance Oversight Committee met on July 24th to finalize a memo of understanding (*i.e. MOU*) with NOCHS regarding the staffing levels and response times. (*You may recall that the City of Grand Haven had given notice in December of 2016 seeking a new agreement.*)

The Committee was able to come to a mutual agreement with NOCHS at Monday afternoon's with some final amendments to the MOU. (*The final draft MOU will be reviewed the Township's legal counsel and should be available for consideration by the Township Board at the August 28th Board meeting.*)

A summary of the some of the major changes includes:

- ✓ The MOU focuses on sufficient operable, staffed equipment, that will include two ambulances 24/7/365 and, beginning no later than September 1, 2017, **a third ambulance will operate Monday through Friday 8 hours per day.**
- ✓ The MOU notes that if the third ambulance is staffed with only one NOCHS employee during an emergency event, **the local Fire\Rescue Department would provide a driver** (*i.e. basic EMT or above licensure*).
- ✓ The MOU agrees that the Hospital would reimburse the municipality **\$40 per hour** if staff was used for an emergency call. (*For GHT, the cost with overtime would be no more than \$35.22 per hour. Even with administrative overhead costs, \$40 is considered sufficient.*). The anticipated use of GHT staff is expected to be less than one time per month.
- ✓ The MOU agrees to a **1-minute decrease↓ for response times of all Priority One calls** within the urban areas (*which cover the majority of the GHT population*) and allows for a **2-minutes increase↑ for response time of all Priority 2 calls** in all three service areas. Priority 2 calls are emergent calls that are non-life threatening. Also, because ambulances cannot use their lights or sirens for Priority 2 calls, the increase in response times is considered reasonable.
- ✓ The MOU **allows the Hospital to staff their ambulances with employees that are not directly employed by NOCH**, which is necessary if municipal fire/rescue employees occasionally act as drivers.

MOORE & BRUGGINK, INC.

Consulting Engineers

2020 Monroe Avenue, N.W.

Grand Rapids, Michigan 49505-6298

July 13, 2017

Re: Buchanan Street Improvements
Project No. 150213.01

Ms. Christine Burns
Village of Spring Lake
102 West Savidge Street
Spring Lake, Michigan 49456

Dear Ms. Burns:

All contract work on the Buchanan Street Improvements project has been completed. This letter will provide a summary of final project costs.

PROJECT COSTS

	<u>2/6/2017 Budget</u>	<u>Actual</u>
Low Bid (McCormick Sand, Inc.)	\$396,482.10	\$396,304.83
Design Engineering	\$25,000.00	\$25,000.00
Soil Borings	\$2,500.00	\$2,500.00
Construction Inspection and Engineering	\$56,435.00	\$56,206.15
Construction Materials Testing	\$8,365.00	\$8,593.85
Project Contingencies	\$36,217.90	\$0.00
TOTAL COST	\$525,000.00	\$488,604.83

The project was completed \$36,395.17 under budget. This decrease in overall project cost resulted from not using any of the project contingency funds.

We have enjoyed working with you and the Village of Spring Lake on this project and thank you again for the opportunity to be of service. If you have any questions regarding the final budget, please feel free to contact me at (616) 363-9801.

Sincerely,



Ryan M. Arends, P.E.
Project Engineer

RMA/pim

Christine Burns

From: Christine Burns
Sent: Wednesday, August 9, 2017 10:43 AM
To: 'spavlak@miottawa.org'
Subject: FW: LUCA (Local Update of Census Addresses)

Shane,

Please count the Village of Spring Lake in for this service. THANK YOU so much for the assistance!

Chris

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



From: Patrick McGinnis [mailto:pmcginnis@grandhaven.org]
Sent: Tuesday, August 8, 2017 2:27 PM
To: Alan Vanderberg <avanderberg@miottawa.org>; supervisor@allendale-twp.org; Supervisor@BlendonTownship-mi.gov; supervisor@chester-twp.org; spatrick@cityofcoopersville.com; Stillcon@aol.com; cbessinger@ferrysburg.org; dcarlton@georgetown-mi.gov; jwierenga@georgetown-mi.gov; mreenders@ght.org; bcargo@ght.org; g.robinson@cityofholland.com; manager@hct.holland.mi.us; donk@hct.holland.mi.us; terryn@hct.holland.mi.us; pwaterman@hudsonville.org; kbergwerff@twp.jamestown.mi.us; todd@olivetownship.com; jhunsburger@parktownship.org; supervisor@polktontownship.com; howard@portsheldontwp.org; supervisor@robinson-twp.org; ggallagher@springlaketwp.org; jnash@springlaketwp.org; Christine Burns <christine@springlakevillage.org>; tvanness@tallmadge.com; supervisor@ocwrighttwp.org; glenn.nykamp@zeelandtwp.org; citymgr@ci.zeeland.mi.us
Cc: Paul Sachs <psachs@miottawa.org>; Shane Pavlak <spavlak@miottawa.org>; Linda Browand <lbrowand@grandhaven.org>
Subject: RE: LUCA (Local Update of Census Addresses)

Al

This is fantastic outreach and support of the local units. Shane will be hearing from Linda Browand shortly, we are very grateful that Ottawa County will be helping out with this technical assistance.

Pat McGinnis

City Manager
519 Washington Ave
Grand Haven, MI 49417
(616) 847-4888 – office
(616) 402-0815 – mobile
pmcginnis@grandhaven.org



From: Misty Cunningham [<mailto:mcunningham@miottawa.org>] **On Behalf Of** Alan Vanderberg
Sent: Monday, August 7, 2017 11:16 AM
To: supervisor@allendale-twp.org; Supervisor@BlendonTownship-mi.gov; supervisor@chester-twp.org; spatrick@cityofcooperville.com; Stillcon@aol.com; cbessinger@ferrysburg.org; dcarlton@georgetown-mi.gov; jwierenga@georgetown-mi.gov; mreenders@ght.org; Patrick McGinnis <pmcginnis@grandhaven.org>; bcargo@ght.org; g.robinson@cityofholland.com; manager@hct.holland.mi.us; donk@hct.holland.mi.us; terrryn@hct.holland.mi.us; pwaterman@hudsonville.org; kbergwerff@twp.jamestown.mi.us; todd@olivetownship.com; jhunsburger@parktownship.org; supervisor@polktontownship.com; howard@portsheldontwp.org; supervisor@robinson-twp.org; ggallagher@springlaketwp.org; jnash@springlaketwp.org; christine@springlakevillage.org; tvaness@tallmadge.com; supervisor@ocwrighttwp.org; glenn.nykamp@zeelandtwp.org; citymgr@ci.zeeland.mi.us
Cc: Paul Sachs <psachs@miottawa.org>; Shane Pavlak <spavlak@miottawa.org>; Alan Vanderberg <avanderberg@miottawa.org>
Subject: LUCA (Local Update of Census Addresses)

Good Morning,

As you may know, the U.S. Census Bureau has started distributing materials to government units in preparation for the 2020 decennial census. One of the first items they distributed was an invitation and registration materials for LUCA (Local Update of Census Addresses), a voluntary program that provides government units with the opportunity to review and update the Bureau's list of residential addresses for their jurisdiction. Participation in LUCA, while voluntary, can help ensure an accurate census for each community as well as the County. The LUCA information packet from the U.S. Census Bureau was likely sent to the Board Chair of your government unit.

Because we recognize that reviewing your individual address lists can be a time-intensive process, I'd like to offer County GIS services to assist you in this effort. If you would like County GIS to conduct the review of your local addresses as part of the LUCA effort, please email our GIS Supervisor, [Shane Pavlak](mailto:spavlak@miottawa.org) (spavlak@miottawa.org) to let him know. If you do prefer to have us assist in the review process, you will also need to complete (and return) the form that you received in the mail from the U.S. Census Bureau and check boxes 2 and 2a which indicate that you are not participating in LUCA because the County is completing this on your behalf. If you'd prefer to work directly with the U.S. Census Bureau, that is fine too.

Feel free to contact me or Shane if you have any questions.

Thank you,
Al Vanderberg

ALAN G. VANDERBERG, County Administrator

Ottawa County | Where you belong | [Stay informed. Subscribe today.](#)

12220 Fillmore St. | West Olive, Michigan 49460

P: 616-738-4068 | M: 616-638-0709

avanderberg@miOttawa.org | www.miOttawa.org



Empowered to Solve Problems with Integrity and Empathy to inspire Trust.

Village of Spring Lake

JUL 28 2017

Received



Grand Haven Area

community foundationSM

July 25, 2017

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

RE: Grant #201723059

Dear Chris,

I am pleased to enclose a check in the amount of \$2,000.00 representing a grant from the North Bank Communities Fund of the Grand Haven Area Community Foundation. This gift is designated to exclusively support the Tree Nursery.

All public relations materials and presentations relating to this grant should refer to the North Bank Communities Fund of the Grand Haven Area Community Foundation.

Once again, it has been a pleasure to partner with Village of Spring Lake on this important campaign.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lauren Grevel'.

Lauren Grevel
Grants and Program Officer



Grand Haven Area
community foundationSM

STATEMENT OF ACTIVITY Village of Spring Lake

Central Park Improvement Fund JUL 21 2017

SLCentr

Received

January 1, 2017 - June 30, 2017

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

SUMMARY OF ACTIVITY

Beginning Balance		50.00
Gifts to Fund		2,500.00
	Total Gifts to Fund	2,500.00
Investment Activity		
Interest and Dividends		0.00
Realized Gains (Losses)		0.00
Unrealized Gains (Losses)		0.00
	Total Investment Activity	0.00
DISBURSEMENTS		
Grants		0.00
Administrative Fees		0.00
	Total DISBURSEMENTS	0.00
Ending Balance		2,550.00

DETAIL

Gifts to Fund		
Date	Description	Amount
2/10/2017	Grand Haven Area Community Foundation	2,500.00
		2,500.00



Grand Haven Area
community foundationSM

Village of Spring Lake

JUL 21 2017

Received

STATEMENT OF ACTIVITY

Whistle Stop Park Fund

Whistle

January 1, 2017 - June 30, 2017

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

SUMMARY OF ACTIVITY

Beginning Balance		93,408.41
Gifts to Fund		6,000.00
	Total Gifts to Fund	<u>6,000.00</u>
Investment Activity		
Interest and Dividends		0.00
Realized Gains (Losses)		0.00
Unrealized Gains (Losses)		0.00
	Total Investment Activity	<u>0.00</u>
DISBURSEMENTS		
Grants		(99,408.41)
Administrative Fees		0.00
	Total DISBURSEMENTS	<u>(99,408.41)</u>
Ending Balance		<u><u>0.00</u></u>

DETAIL

Gifts to Fund		
Date	Description	Amount
1/23/2017	From Dr. Sylvia and Ron Ruscett Fund	6,000.00
		<u>6,000.00</u>
Grants		
Date	Description	Amount
6/13/2017	Village of Spring Lake	(99,408.41)
		<u>(99,408.41)</u>



Grand Haven Area
community foundationSM

Village of Spring Lake

JUL 21 2017

Received

STATEMENT OF ACTIVITY

Summer Concert Series Endowment Fund

Summer

January 1, 2017 - June 30, 2017

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

SUMMARY OF ACTIVITY

Beginning Balance		3,903.90
Gifts to Fund		0.00
	Total Gifts to Fund	<u>0.00</u>
Investment Activity		
Interest and Dividends		41.10
Realized Gains (Losses)		5.97
Unrealized Gains (Losses)		294.20
	Total Investment Activity	<u>341.27</u>
DISBURSEMENTS		
Grants		(157.00)
Administrative Fees		(19.69)
	Total DISBURSEMENTS	<u>(176.69)</u>
Ending Balance		<u><u>4,068.48</u></u>

DETAIL

Grants		
Date	Description	Amount
4/13/2017	Village of Spring Lake	(157.00)
		<u>(157.00)</u>

THE SIDEWALK PLOW HIT MY BUM WALK & I WAS NEVER PAID BACK. HE WAS A FOOT OVER ON INSIDE OF THE WALL.

VILLAGE OF SPRING LAKE

LAST COMMENT ON YOUR COMMENTS. I USE ALOT OF WATER BECAUSE I HAVE A C5-C6-C7 FUSION IN MY NECK I HAVE TITANIUM BRACKETS & SCREWS. I USE THE SHOWER AS A MASSAGE TO HELP WITH PAIN. I HAVE A WELL FOR OUTSIDE LAWN WATERING. MY HOUSE IS ONLY 15 YRS OLD & MY PIPES ARE PVC & COPPER - NO RUST THERE. NO LEAKS - THATS RUSTY WATER! THE COMMENT I MADE ABOUT WATER RATE GOING UP TO RAISE MONEY FOR OTHER PROJECTS WAS A QUOTE FROM THE G.H. TRIBUNE. THAT WASNT SOMETHING I JUST CAME UP WITH, I MOW MY LAWN & KEEP MY YARD & HOUSE LOOKING NICE. ALOT OF MY NEIGHBORS MOW THERE LAWN ONCE A MONTH IF YOUR LUCKY. THE GAS CO HAS YET TO MOW THERE LAWN THIS YEAR. I PICK UP TRASH, CLEAN GUTTER, CLEAN UP FALLEN TREES 25 IN 15 YRS & YET I DONT EVEN GET A THANK YOU. NO NEED TO SEND FURTHER COMMENT!

Richard
Furt

Christine Burns

From: mminman2@gmail.com
Sent: Tuesday, July 25, 2017 9:48 AM
To: Christine Burns
Subject: Re: Millpoint Park, geese problem

Dear Christine,

Thank you for your response. However, it does not take care of the problem at hand.....the sidewalk and bridge that leads to our boat. We would appreciate an immediate cleanup of this area. The geese may be a constant nuisance, but they represent a constant health risk for a public park. I am sure that any homeowner on Spring Lake doesn't wade through a mine field of geese waste on the dock to their boat. This is a public area and I am sure that the Public Health Department would not look well on this situation. We pay to rent these docks and there needs to be a level of maintenance and care for us and the others who rent also. As a public entity it seems there needs to be more attention to welfare of the community as a whole.

It will be ESSENTIAL to bring this up at your next board meeting. Let it be known that the walk and bridge to the docks have NEVER been cleaned this year as of this date. Please do not wait until after August 7th to address this problem.

Thank you,,
Mike and Melanie Inman

Sent from Windows Mail

From: [Christine Burns](#)
Sent: Tuesday, July 25, 2017 9:26 AM
To: mminman2@gmail.com

Mr. & Mrs. Inman,

Thank you for your correspondence. At one point in time, staff counted 60 geese at Mill Point. We do know it's an issue, but when you recreate along the water....this is to be expected. We have tried countless remedies over the years, but none have been terribly effective. Staff does spend a great deal of time each Thursday preparing Mill Point for the weekly concerts, but we do not have the resources to do that every single day.

Our boat is at Keenan Marina and the docks, sidewalks and grass are covered with geese/duck poop, too. I believe you'll find that every marina along the river or on Spring Lake is going to have the same issue. As does every home. The geese are a nuisance and are rather effective at adapting to whatever "remedy" we have tried to employ.

I'll put this on the August parks agenda for discussion so the board can decide if they want to allocate additional resources to attempting to scare away the geese.

Sincerely,

Chris

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



From: Curt Brower [mailto:curt.brower5@gmail.com]
Sent: Monday, July 24, 2017 9:11 PM
To: Christine Burns <christine@springlakevillage.org>
Subject: Fwd: Millpoint Park, geese problem

Sent from my iPhone

Begin forwarded message:

From: <mminman2@gmail.com>
Date: July 24, 2017 at 7:05:51 PM EDT
To: "curt.brower5@gmail.com" <curt.brower5@gmail.com>
Subject: Millpoint Park, geese problem

Dear Mr. Brower:

We are Michael and Melanie Inman, of Spring Lake Township, and we have a boat slip at the seasonal docks at Millpoint Park. We are contacting you because since the beginning of the summer there has been a terrible problem with Canadian geese at the park and the mess they have made of the park.

Usually, at the beginning of the summer we have to chase the ducks away and the grass and sidewalks are pretty full of duck doodoo. This year there is a huge group of Canadian geese that have taken over the park. On several occasions in

the last month we have contacted Mary Papparella and she has assured us that the walks and grass would be cleaned up. As of this date, the sidewalks and bridge to the seasonal docks have not been cleaned of the geese waste.

I took pictures to Mary today and she was appalled at the mess. She intends to get on the clean up as soon as possible. There must be a way to deter these geese from hanging around. Today at noon there was only one person in the park enjoying the weather. Usually at noon time there are lots of people at the park. The grass is so full of geese waste that you can't even maneuver yourself to a picnic table. It all in all is very disgusting and very unhealthy.

We are expecting the clean up to be done immediately and maintained. Otherwise we will be requesting a refund on our dock rental for this year and look elsewhere to dock our boat.

We would like to work with you as to what can be done about the problem. We really love this park and Spring Lake Village really needs this lovely spot for its residents and visitors. It is the only waterfront that Spring Lake has to offer the public.

Please contact us as soon as possible. Thank you.

Michael and Melanie Inman
616-402-1892

Stanley Kostecki
16150 Suffolk
Spring Lake, MI 49456
Home: 616-846-4386
Cell: 616-485-3639

July 18, 2017

Sheriff Gary A. Rosema
12220 Fillmore
West Olive, MI 49460

Dear Sheriff Rosema,

I am remiss in not writing sooner concerning an incident with my wife, Lucy, and one of your deputies ,Deputy Corey Allard.

Several weeks ago, my wife past out while at the hairdresser because of a low sugar level. Apparently 911 was called and Deputy Allard, along with another officer responded and my wife was transported to Mercy Hospital via an ambulance.

Deputy Allard called me on my cell phone, making me aware of the situation and assured me all was okay and not to speed to the hospital. He said he and his partner would deliver her car to my home which is only a half mile away.

This past weekend, while working in the front yard, he stopped and asked my wife and myself if all was okay and how she was doing.

I commend you for the training Deputy Allard obviously received and the outstanding concern and good will generated by Deputy Allard. Thank You.

Sincerely



Stan Kostecki

Christine Burns

From: Mary Paparella
Sent: Tuesday, August 8, 2017 10:55 AM
To: Christine Burns
Subject: Mr. & Mrs. Plantenga compliment for Dale

Hi Chris,

Mrs. Plantenga called and wanted to share that she took Mr. Plantenga for a walk this morning and they went a little further than they planned. Mr. Plantenga got exhausted and fortunately they were near one of the benches on the path and he was able to lay down and rest. Dale came along in the golf cart, asked if everything was all right and took them home in the cart. She wanted to express her thanks to him for being so kind and to all of us for all that we do. (She will be voting NO today.)

Mary Paparella

Administrative Assistant
Building Department Supervisor
Utility Billing Clerk
Village of Spring Lake
102 W. Savidge
Spring Lake, MI 49456
616-842-1393 ~ phone
616-847-1393 ~ fax
mary@springlakevillage.org
www.springlakevillage.org

Christine Burns

From: Christine Burns
Sent: Tuesday, July 25, 2017 4:00 PM
To: 'wfbissell@yahoo.com'
Subject: RE: Website Contact Form "Parking"

Mr. Bissell,

If you need an additional space in front of your home, please write me a letter (email is fine) explaining what your extenuating circumstances are and why you need permission to park more than one vehicle in front of your home. Example: do you topographical or site challenges that do not allow for a drive way to be constructed? Is your lot too small for a driveway? Do you have a physical disability (proof required)?

Please keep in mind that a lack of desire to shuffle cars in a driveway will not warrant a variance from the ordinance. If you a currently violating an ordinance (i.e. a two unit dwelling in a single-family residential neighborhood), short-term rental, etc.....that will not warrant a variance either.

Please include your address and a good number to reach you at. Many times I like to meet on site to discuss potential options for homeowners so it's sometimes easier to call to schedule an appointment.

Thanks!

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

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

From: William BISSELL [mailto:no-reply@www.springlakevillage.org]
Sent: Tuesday, July 25, 2017 11:31 AM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Parking"

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

From: William BISSELL <wfbissell@yahoo.com>
Subject: Parking

Message Body:
How do I apply for a parking variance to allow additional vehicles to park in front of my house?

Thanks
Bill

--

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

Christine Burns

From: Christine Burns
Sent: Tuesday, August 1, 2017 12:39 PM
To: 'caleb092103@gmail.com'
Subject: RE: Website Contact Form "Police service"

Caleb,

At this time, there are no discussions regarding changing the police department back. The OCSO saves us a great deal of money and provides a higher level of service. It also provides a career ladder for our deputies who otherwise wouldn't have that option. All indications thus far have been that this is not only working extremely well, but it's more cost effective.

Thanks,

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

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

From: Caleb gutherie [mailto:caleb092103@gmail.com]
Sent: Sunday, July 23, 2017 10:30 PM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Police service"

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

From: Caleb gutherie <caleb092103@gmail.com>
Subject: Police service

Message Body:

I have a question about the police service. I know that the Ottawa county sheriff's office took over for Spring Lake Ferrysburg and I was questioning about when in the future will you have an opportunity and the money to have the Spring Lake and Ferrysburg police again?. Thank you

--

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



Spring Lake District Library Calendar of Events August 2017



Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>BUILD A BETTER WORLD</p> <p>Last week for summer reading clubs</p>	<p>Questions about library programs or services? Call 616.846.5770 or visit sllib.org</p>	<p>1 10 am Preschool Science Fun for ages 3-6</p>	<p>2 10 am LEGO Block Party 2 pm Teen Monster Sewing Craft; ages 10-18 7 pm Market Fresh Menu with Chef Jen; pre-registration required</p>	<p>3 10:30 am Preschool Storytime: <i>Imagine That</i> 2 pm Building Challenge: Build a Boat</p>	<p>4 10:30 am Preschool Storytime: <i>Imagine That</i> 2 pm Toy/Tech Take Apart</p>	<p>5 Last day for summer reading clubs for youth & adults</p>
<p>6 Sunday hours resume Sept. 10</p>	<p>7  Facebook.com/SpringLakeDistrictLibrary</p>	<p>8 10 am-Noon Plein Air Painting on the Patio; bring your watercolors and easels</p>	<p>9  find on sllib.org</p>	<p>10</p>	<p>11 2 pm Family Movie: <i>Smurfs: The Lost Village</i> rated PG, 90 minutes 2:30 Digital Conversion Demo; pre-registration required</p>	<p>12  Twitter.com/sldlibrary</p>
<p>13 Sunday hours resume Sept. 10</p>	<p>14</p>	<p>15 2 pm Construction Party</p>	<p>16</p>	<p>17 2 pm Activities for People with Alzheimer's 7 pm Eclipse Tips with Dr. Doug Furton; prepare for the Great American Solar Eclipse</p>	<p>18 10:30-11:30 am 89th District Rep. Jim Lilly</p>	<p>19 Discovery Packs: backpacks with 5 themed children's books Find them in Youth Services</p>
<p>20 Sunday hours resume Sept. 10</p>	<p>21  eBooks & audiobooks</p>	<p>22 2 pm Scrap Craft for Kids</p>	<p>23  music, movies & more! find on sllib.org</p>	<p>24</p>	<p>25 2 pm Family Movie: <i>Beauty and the Beast</i> rated PG, 139 minutes</p>	<p>26</p>
<p>27 Sunday hours resume Sept. 10</p>	<p>28  DIY auto repair find on sllib.org</p>	<p>29</p>	<p>30 <i>Thank you</i> to SLDL Friends and community sponsors for generously supporting summer reading clubs</p>	<p>31</p>	<p>1000 BOOKS BEFORE KINDERGARTEN Sign up in Youth Services</p>	

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



MINUTES

Thursday, August 10, 2017
5:30 P.M., Village Hall
Upstairs Conference Room
102 West Savidge Street
Spring Lake, Michigan

1. Call to Order

President Pro-tem **Miller** called the meeting to order at 5:30 p.m.

2. Pledge of Allegiance

3. Roll Call

Present: Doss, Duer, Powers, Van Strate.

Absent: Miller, Tepastte

Motion by **Doss**, second from **Duer**, to excuse Miller and Tepastte.

Yes: 4 No: 0

4. Approval of the Agenda

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

Yes: 4 No: 0

5. General Business

A. Resignation of Joyce Hatton

Subject: On August 8, 2017, Joyce Hatton submitted her resignation, via e-mail to the six remaining Council Members.

Motion by **Doss**, second by **Duer**, to accept the resignation of Joyce Hatton.

Yes: 4 No: 0

6. Statement of Citizens – Darcy Dye thanked Council for their leadership during the last several months.

7. Adjournment

Motion by **Van Strate**, second from **Doss**, Village Council adjourned the meeting at 5:35 p.m.

Yes: 4

No: 0

Mark Powers, Village President

Marvin Hinga, Clerk



Village of Spring Lake
Council Work Session Draft Minutes
July 10, 2017

7:00 p.m.

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

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

1. **Communication Tower (Brian Mauro)** – Brian Mauro from Landlord Lease Advisors, LLC was present and explained how he and his company could represent the Village by going to the wireless tower companies that lease land from the Village and negotiate on the Village's behalf to get more money.
2. **Coast Guard Dinner (Megan Doss)** – Council Member **Doss** updated the rest of Council on the dinner including the menu, asking Boy Scouts to be greeters, singers for the anthem, flowers from Spring Lake Floral, and the bar hosted by Scholten Fant. Manger **Burns** updated Council on the other Coast Guard related functions, including the parade and Memorial service.
3. **Update on Recall Efforts of Village President Joyce Hatton** – **Burns** reported that Michelle Hanks had filed the necessary paperwork and a hearing was scheduled for July 19, 2017 at 1:30 p.m. and would be open to the public. Hanks said that the language on the petition must be approved and the rules state that language must be factual, not an opinion and that she had been working with the Elections Department for Ottawa County with all the details.
4. **Communications**
 - EDA Correspondence – was not discussed.
 - Fireworks Information – **Burns** reported that dispatch received 225 fireworks complaints County wide. **Burns** also shared that Dispatch had received 976 calls in a 24 hour period during the time between 12:01 a.m. Friday, to 12:00 a.m. Saturday, and that during the time between 3 a.m. and 4 a.m. Friday during the storm they received 300 calls. **Burns** said that the Village lost trees at the DPW building, River Street and Tanglefoot Park and a canopy from an RV. **Hinga** said that **VanHoeven** had called Andy's Tree Service at 4:00 a.m. and put them on standby so that put the Village first in the que. **Hinga** said that he and **VanHoeven** toured the Village on Friday morning to assess the damage and noted that not a single tree or limb had come down in Central Park, likely because those trees had recently been trimmed and dead limbs removed. **Hinga** said that the River Street tree had taken down a live wire that was smoldering in the grass.

- Village Manager Calendar – **Burns** distributed her calendar.
- Weed Complaint – **Burns** explained that she had received a complaint about weeds in the cracks along the edge of the street and the curbs on S. Lake Avenue but that was not something that the DPW took care of.

5. **Minutes** – **Burns** asked if there were any questions on the minutes. **Council** had no questions.

President Pro-Tem **Powers** said that he had been told by staff that Hatton had contacted the Village Auditor to discuss whatever issue she felt she needed to discuss. **Powers** reminded staff that there was a policy that said Council Members were not to engage in back and forth communication unless and until they received permission from this body itself. **Powers** said this was a “shall” requirement, not a “may” requirement before contacting anyone. **Powers** said he followed this and he assumed the rest of Council followed this policy that was in place to protect the professional advisors as they have duties of confidentiality and billing requirements and Council was not to be taking up their time unnecessarily, nor exposing them to any violations of their duties. **Powers** said that this included the attorney, the auditor, the engineer or any professional whose services were engaged outside of the structure of just our employment relationship, individual members should be contacting this body before contacting them. **Hatton** asked if **Powers** wanted her to respond. **Powers** said she could say whatever she wished. **Hatton** said she had met with the auditor on Friday morning to confirm the statement of Net Position. **Hatton** said she had a copy for each Council member and one for the paper. **Hatton** said that he (the auditor) had confirmed all the figures and this was what she had taken to the community engagements on Monday and Tuesday. **Hatton** claimed that she never saw the information that was distributed before the community engagement meeting and that was a disservice to the people that came to get an education. She never got a chance to see the information fact sheet and the things that were written until Tuesday at noon. **Hatton** said that she was asked a question about the \$100,000 anticipated cost as if she had written that information and knew about it. **Hatton** said she knew better then to ask why it was kept from her because, obviously, she was to be put in a position where she did not know “what she was talking about”. **Burns** and **Hinga** reminded **Hatton** that all that information was public and on the website. **Hatton** said that people had questioned her, like she knew about it. **Hatton** said she had just come from a meeting at the Township where she handed out the Village’s Statement of Net Position and discussed it with the them and that’s the reason she was late. **Hatton** said that the Village had \$10,100,000 in assets, the liabilities were \$2,466,366 and a net position of \$7,978,470. She had called MERS for an update and they said it was about a \$1,500,000, but they would figure it out and get back to her. **Hatton** said that meant that instead of the Village being very poor or bankrupt or a fire

sale, they would probably have money back that could go back to the taxpayers, maybe even a few million and that would be pretty good. **Hinga** said that most of those assets were physical assets, like pipe in the ground, so he was not confident that sewer pipe could be sold. **Hinga** said he did not find that that was a reasonable assertion. **Hatton** replied that she didn't appreciate Hinga's commenting about the Spring Lake Yacht Club. **Hatton** said she didn't want to go there, but the one thing that certainly did need to be checked, because she asked him (the auditor) where he got his depreciable capital assets list and he said he got it from Hinga and she said she would come in and go through it with **Hinga**. **Hatton** said that she wanted everyone to know that the Village was very well run and that they could be very proud of that, but certainly, they could obviously save a lot of money and they all knew that. **Council** members collectively said they did not know that. **Powers** told **Hatton** that she had her position and to feel free to grind that axe, they had listened politely, but that was where they cut it off. **Burns** reminded **Hatton** that the Statement of Net Position was in the audit book that she had received last year at the end of audit and that she (Burns) had offered several times to go over the financials with her as **Duer** had done with **Hinga**. **Burns** also reminded **Hatton** that, as a point of clarification, on 5/ 23/ 2017 at 11:04 a.m. she had received an email from **Hatton** asking that the items she claimed she had not received, be removed from the website. **Burns** said that **Hatton** did have them and knew those documents were on the website and that everyone knew they were there, that they were also on Facebook and there was nothing secret about them. **TePASTE** said he and his wife had gone over the information well in advance of the meetings.

6. **Public Comment** – Bill Meyers said he would like to state that, despite the Presidents assertion that the Community Engagements were biased and unfair to her, he did not feel that way. Meyers said that he had several questions that were somewhat answered, not fully, but what struck him the most out of those two meetings was that over 80% of the people that attended voted to be not in favor of changing the Village Charter. Meyers said that President Hatton spoke that she had a “mandate”; he disagreed with that. Meyers said she may have won the election but there were 2 other candidates that split a vote and if you add their 2 together her “mandate” would not be as she claimed it was. Meyers also said that he had received an email over the weekend from her, or an agent of hers, even after he had asked to be removed from her email lists. Meyers said he would like to know how Hatton came to be in possession of his email address. **Hatton** said that she could answer him if he would tell her what his email address was. Meyer said that she had his email address. **Hatton** said that she had written down ones that requested removal and that it was only 2 people and so probably he was one of them but she was just requesting so that she made sure. Meyer asked when

she had obtained those email addresses? **Hatton** asked when did she obtain what? **Doss** explained that Meyer wanted to know when he opted into her email blast. **Hatton** said that the list was from her campaign last fall. **Doss** explained that it was illegal to email unless someone opts in to receive an email blast. **Powers** said they could have that conversation at another time.

Michelle Hanks asked if she could get a copy of the approved Minutes from the May 15, 2017 meeting that she needed for the Liquor Control Commission. **Burns** said she would get them to her.

Karen Chalupa, 115 Prospect, said that Manager **Burns** had made a comment on the Neighborhood website about bushes growing over the sidewalks being small change because the DPW had better things to do. **Burns** said that was not what she said, that she had said it was not a priority because DPW did not trim bushes on private property. Ms. Chalupa said that she walked the sidewalks every day and there were places on Lake Avenue where there are no sidewalks (because of overgrowth), so, was there no means to notify property owners, or could she get roundup and go up and down the sidewalks? **Burns** said that they had to be careful about property on lake avenue because a few of them had their right away out into the middle of the street and the Village did not have the authority to go on private property. **Duer** asked if the property had over hanging branches could the Village do something then. **Burns** said that if Ms. Chalupa could get the addresses that were problematic for her she would look at the properties.

Doss reported that she had received some complaints about a rental house at the end of Jackson Street having a lot of different renters and that 2 or 3 times tenants, adults and children, had been climbing on the rail of the pier and jumping off while others were fishing. **Doss** said that this was not only a liability issue but the railing was not made for people to climb on. **Doss** said she had referred the person complaining to call the non-emergency number. **Powers** asked if we couldn't have a gentle conversation with the owner about these concerns.

7. **Adjournment** - The meeting adjourned at 7:56 p.m.

Mark Powers, President

Maryann Fonkert, Deputy Clerk