

Village of Spring Lake

Parks & Recreation Board Meeting

November 6, 2017

7:00 p.m.

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



www.springlakevillage.org

Spring Lake Village

1	7:00 p.m. - Roll Call Curt Brower, Chair Claire Groenevelt, Vice-Chair George Barfield Cal Braun Erik Poel Lee Schuitema *Megan Doss, Village Liaison *Chris Burns, Village Manager (will be absent) *non-voting members
2	7:01 p.m. - Approval of Agenda
3	7:02 p.m. - Approval of Minutes of September 5, 2017
4	7:03 p.m. – Finance Reports (Marv Hinga)
5	7:06 p.m. – Lakeside Trail Pathway Lighting Update (Marv Hinga)
6	7:16 p.m. – Tanglefoot Park (Wally Stulhmann)
7	7:26 p.m. – Whistle Stop Playground Update (Megan Doss)

Village of Spring Lake

Tree Board Meeting

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7:30 p.m.

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8	7:30 p.m. – Tree Trimming Bids (Marv Hinga)
9	7:35 p.m. – Memorial at Tree Nursery (Megan Doss)
10	7:40 p.m. – Miscellaneous



Village of Spring Lake
Parks & Rec Committee
Monday, September 5, 2017
7:00 p.m.

102 West Savidge Street (EOC Room)
Minutes

I. Call to Order

Roll Call: Curt Brower (Chair), Claire Groenevelt (Vice Chair), Erik Poel, Lee Schuitema and Megan Doss (Village Liaison)

Absent: Cal Braun and George Barfield

Also Present: Chris Burns (Village Manager), Maryann Fonkert (Deputy Clerk)

II. Approval of the Agenda: Motion by **Schuitema**, second from **Poel**, to approve the agenda as presented. All in favor, motion carried.

Yes: 4 No: 0

III. Approval of the Minutes: Motion by **Schuitema**, second from **Groenevelt**, to approve the Minutes from the August 7, 2017 regular meeting. All in favor, motion carried.

Yes: 4 No: 0

IV. Finance Reports: **Burns** reported that the equipment rental was not included in this report because payroll had just been done that day, but everything else was up-to-date.

Motion by **Schuitema**, second from **Poel**, to approve the finance report. All in favor, motion carried.

Yes: 4 No: 0

V. Park Updates:

- **Central Park** – **Burns** shared that Central Park would be the staging area for the ½ marathon & 5k on September 23rd for Oktoberfest. Letters were sent letting the neighbors know the traffic would be increased the night before and the day of the event. **Burns** also said the park was looking good and the pickleball courts were still being used.
- **Lakeside Beach** – **Burns** said the beach was looking good too and that no smoking signs had been installed due to complaints that smoking was excessive. **Burns** reported that **Barfield** had seen life guard shenanigans again so she had sent that information on to the Township Manager.

- **Lakeside Trail – Burns** said she was still waiting for the sample LED lights in various types/colors from the contractor and that she would follow up with them.
- **Tanglefoot Park – Burns** reported that Wally was getting ready to have the concrete pads poured now that seasonal tenants were moving out and that there had been an issue with a person wanting their deposit back after canceling their reservation on the day they were due to arrive. **Burns** explained that that was not the policy, but if Wally was able to rent the site out for all or a portion of those dates, they would refund the amount that was recouped.
- **Mill Point Park – Burns** said that the resurfacing bids were not in yet and that this would be one of the last jobs done before the asphalt company closed for the season. **Groenevelt** asked if a cone or barricade could be installed in the worst area. **Burns** said that a cone had been put out there but it had disappeared.

VI. Whistle Stop Playground:

- **Sponsor/Donor Recognition – Burns** said that they were working on the donor recognition plaque and hoping to get that up in the next month or so and that they have a Rotary Club recognition decal for the drinking fountain.
- **Sink Hole Repair – Burns** reported there was still a little bit of a sink hole and the contractor had assured her that he would fix it (it was a warranty item) so she would follow up with him to see what the holdup was.
- **Tree Removal & Memorial – Burns** said that the pine trees along the fence between Whistle Stop and Admiral would be taken out and hardwoods planted. **Burns** shared that the Baldus family has sponsored a rather large tree to be planted and a memorial plaque.
- **Bench Installation – Burns** said a circular bench would be installed around the memorial tree.
- **Fence Repair & Gate Installation – Burns** said that the fence company that was repairing the fence along the connector path and Holiday Inn would be repairing the fence at Whistle Stop and adding a gate where people were cutting through to the Admiral Station's restroom. **Burns** said the gate was being installed after a parent had pointed out that a child could easily slip through that opening to a very busy street. **Doss** noted that the park was greatly utilized and was starting to look dirty so she was wondering if someone that needed community service hours would what to clean it up. **Burns** said she would check on that.

VII. Miscellaneous

- **Burns** shared that she was going on vacation and getting back on October 2nd, (the date of the next meeting) so she gave the board that option of meeting that evening, although she said she would not have an agenda ready, or they could cancel. The **Board** agreed they would cancel the October meeting and meet in November.

- **S. Cutler Street Kayak Launch Complaint – Burns** reported that she had received a complaint that this launch was not useable and that the signs should be taken down. **Burns** said the issue was due to the high-water table and that the engineer had said that adding rocks now and then was about the only solution. **Burns** said there was no reason to take the signs down since the water level changes from year to year.
- **Lakeside Beach Complaint – Burns** said this was the smoking complaint and the sign installation seemed to have rectified the issue.
- **Mill Point Park Complaint – Burns** said geese had been an issue for everyone along water fronts this year and that after researching other communities to see what they were doing to control the them, a burning bush hedge seemed to have been successful, but, anywhere there was a break in the hedge the geese could come through or just fly over it. **Burns** said she had contacted the owner of Goose Busters who was located on the other side of the state, and said he would not bring his dog this far but that he could do some other things that would not involve his dog. **Burns** said that she had been visiting the park about 3 times a week to check out the geese situation and take pictures, and from what she had been seeing, the walkways were clean and the DPW assured her that they were keeping up with it. **Burns** said she felt that the ducks were more of an issue now then the geese.
- **Closure & Repair of Connector Path (09/05/17) – Burns** reported that the repairs had started and there had been some negative feedback on social media about the closure, but the pathway would not be safe for use during repairs.
- **Repair of Pathway Fence (Holiday Inn) - Burns** reported that 6 fence panels had been damaged in various incidents and were being repaired by the same company that was fixing the fence at Whistle Stop.
- **Boardwalk Repairs – Burns** said there had been a complaint from a boater that the tires attached as bumpers along the boardwalk had left black marks on her boat while she was docked there. **Burns** said the tires were originally installed for the riverboat that used to dock there and that the DPW had tried to remove them but the tires were chained from the top and the bottom and were extremely heavy. **Burns** said they would have them removed by the Don Mulder when he pulled the docks at Mill Point out for the winter and that she was hoping to ask the company that was fixing the fences to clean up the scrub brush along the boardwalk allowing a couple more places for boats to tie up by Old Boys.
- **No Wake Public Hearing - Burns** reported that there would be a public hearing held by Spring Lake Township on September 11, 2017, regarding the No Wake issue along the river and that it had been very controversial.
- **Poop bags – Burns** shared that she had received 3 complaints that the poop bag dispensers at the dog park and along Lakeside Trail were empty. **Burns** explained that the company where the bags had been ordered from in the past had gone out of business so they were looking for another vendor

that carried the same type. **Burns** also explained that last fiscal year over \$1,600 had been spent on these bags and that they were supplied as a courtesy; people were still responsible for picking up after their dogs.

VIII. Public Comment

Mr. & Mrs. Mike Inman were present and asked if there had been research done on getting a pump at Mill Point docks so they could clean the geese poop off.

Burns explained that the DPW Foreman had said that the park was on a former dump site and trenching was near impossible so a pump was not a realistic possibility. **Burns** said that from what she had seen, the docks had not been an issue but the gangplank was, and that DPW had been cleaning that up. Mrs. Inman said that they had been there 3 times over the weekend and that it had not been cleaned. **Burns** said it would not be cleaned up on the weekends because the Village did not pay overtime to work weekends. Mrs. Inman said that she found it difficult that there was not funds to keep the park cleaner. **Groenevelt** said that it was impossible, that the docks could be cleaned one hour and then two hours later the ducks and geese would have it a mess again. Mrs. Inman said that she felt there should be a way for them to clean the docks off. **Groenevelt** pointed out that those were primitive docks, not full service, and there was nothing in the contract that provided for that and it was just impossible to keep them cleaned the way they wanted. **Burns** said the **Board** would discuss this issue over the winter to determine what they could do in the spring.

IX. Tree Board Meeting

1. **Oak Tree at Intermediate School** – **Burns** reported that the tree had been fed with root treatment but they would not know for some time if it helped and that the Arborist had said they were throwing good money after bad. **Schuitema** said he had looked at the tree that evening and that there were a lot of dead branches. **Burns** said she had talked to a carver about ideas for the wood from the tree when it had to come down. **Doss** said they could also collect the acorns to start new trees.
2. **Tree Nursery Signage** – **Burns** said that she and **Doss** had decided on a big boulder with a sign thanking Vicki Verplank and her Family for their generosity.
3. **Miscellaneous**
 - **Consumers Energy Tree Grant** – **Burns** said this grant had gone in and that she was hoping to get the whole \$2,500 this year instead of the \$1,000 received last year.
Burns said the following addresses were all regarding trees that she had received correspondence on.
 - **406 W. Savidge** – McDonald's tree that had been removed.
 - **313 E Savidge**
 - **231 E Savidge**

- **120 N Lake** – Elizabeth Wheeler’s tree stump that had been trimmed.
- **St. Mary’s Church** – 2 trees on Williams that need evaluation.

X. Adjournment

Motion by **Schuitema**, second from **Groenevelt**, the meeting was adjourned at 7:54 p.m.

Curt Brower, Chair

Maryann Fonkert, Deputy Clerk

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2017 NORMAL (ABNORMAL)	MONTH 10/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
Dept 000.000-GENERAL SERVICES						
101-000.000-671.000	TANGLEFOOT PARK - RENTALS	92,000.00	5,657.50	300.00	86,342.50	6.15
101-000.000-671.400	MILL POINT PARK - BANDSHELL RENTAL	100.00	0.00	0.00	100.00	0.00
101-000.000-671.500	TANGLEFOOT PARK - DOCK RENTALS	11,000.00	50.00	0.00	10,950.00	0.45
101-000.000-671.555	MILL POINT PARK - DOCK RENTALS	4,200.00	0.00	0.00	4,200.00	0.00
101-000.000-671.700	TANGLEFOOT PARK - ELECTRIC FEES	6,750.00	4,910.81	996.25	1,839.19	72.75
101-000.000-672.000	LAUNCH RAMP FEES	5,250.00	4,554.12	499.97	695.88	86.75
Total Dept 000.000-GENERAL SERVICES		119,300.00	15,172.43	1,796.22	104,127.57	12.72
TOTAL REVENUES		119,300.00	15,172.43	1,796.22	104,127.57	12.72
Expenditures						
Dept 282.000-FORESTRY PROGRAM						
101-282.000-702.000	SALARIES - WAGES FULL TIME	4,000.00	956.33	184.99	3,043.67	23.91
101-282.000-702.001	SALARIES - OVERTIME PAY	300.00	0.00	0.00	300.00	0.00
101-282.000-703.000	SALARIES - WAGES PART TIME	300.00	40.42	0.00	259.58	13.47
101-282.000-704.000	SOCIAL SECURITY	460.00	70.40	13.10	389.60	15.30
101-282.000-705.000	RETIREMENT FUND CONTRIBUTION	53.00	0.00	0.00	53.00	0.00
101-282.000-711.000	WORKER'S COMP INSURANCE	75.00	0.00	0.00	75.00	0.00
101-282.000-740.000	OPERATING SUPPLIES	500.00	244.14	212.16	255.86	48.83
101-282.000-801.000	PROFESSIONAL SERVICES	1,000.00	1,231.00	0.00	(231.00)	123.10
101-282.000-801.100	CONTRACT SERVICES - TREE MAINTENANCE	1,750.00	0.00	0.00	1,750.00	0.00
101-282.000-889.000	PROMOTIONS	100.00	10.00	0.00	90.00	10.00
101-282.000-940.000	INTERNAL RENTAL	2,000.00	300.29	0.00	1,699.71	15.01
101-282.000-974.200	TREE PLANTING	5,000.00	0.00	0.00	5,000.00	0.00
101-282.000-978.730	TREE NURSERY	7,500.00	0.00	0.00	7,500.00	0.00
Total Dept 282.000-FORESTRY PROGRAM		23,038.00	2,852.58	410.25	20,185.42	12.38
Dept 551.000-TANGLEFOOT PARK						
101-551.000-702.000	SALARIES - WAGES FULL TIME	8,282.00	1,980.33	705.93	6,301.67	23.91
101-551.000-702.001	SALARIES - OVERTIME PAY	50.00	118.92	0.00	(68.92)	237.84
101-551.000-703.000	SALARIES - WAGES PART TIME	500.00	31.71	10.57	468.29	6.34
101-551.000-703.400	PARK MANAGER	15,400.00	8,110.19	2,318.90	7,289.81	52.66
101-551.000-704.000	SOCIAL SECURITY	1,825.00	776.57	230.16	1,048.43	42.55
101-551.000-705.000	RETIREMENT FUND CONTRIBUTION	1,101.00	347.91	152.94	753.09	31.60
101-551.000-707.000	DENTAL INSURANCE	166.00	44.12	8.72	121.88	26.58
101-551.000-708.000	VISION CARE REIMBURSEMENT	38.00	0.00	0.00	38.00	0.00
101-551.000-709.000	MEDICAL INSURANCE	1,497.00	547.55	222.56	949.45	36.58
101-551.000-710.000	LIFE INSURANCE	115.00	39.26	7.50	75.74	34.14
101-551.000-711.000	WORKER'S COMP INSURANCE	165.00	0.00	0.00	165.00	0.00
101-551.000-740.000	OPERATING SUPPLIES	1,000.00	931.08	569.69	68.92	93.11
101-551.000-775.000	REPAIRS & MAINTENANCE SUPPLIES	1,750.00	307.06	234.71	1,442.94	17.55
101-551.000-801.000	PROFESSIONAL SERVICES	1,000.00	1,345.71	0.00	(345.71)	134.57
101-551.000-853.200	INTERNET SERVICE	1,000.00	399.96	99.99	600.04	40.00
101-551.000-891.000	TRASH COLLECTION	1,050.00	628.61	141.46	421.39	59.87
101-551.000-900.000	PRINTING & PUBLISHING	700.00	0.00	0.00	700.00	0.00
101-551.000-910.000	INSURANCE	1,050.00	1,137.52	0.00	(87.52)	108.34
101-551.000-921.000	ELECTRIC SERVICE	8,200.00	4,005.68	972.23	4,194.32	48.85
101-551.000-922.000	WATER & SEWER SERVICE	2,800.00	1,299.84	1,299.84	1,500.16	46.42
101-551.000-923.000	HEATING	650.00	195.38	0.00	454.62	30.06
101-551.000-931.000	BUILDING REPAIRS & MAINTENANCE	10,000.00	7,002.00	6,708.00	2,998.00	70.02
101-551.000-940.000	INTERNAL RENTAL	1,200.00	153.42	0.00	1,046.58	12.79

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2017 NORMAL (ABNORMAL)	MONTH 10/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-551.000-956.000	MISCELLANEOUS	500.00	14.71	0.00	485.29	2.94
101-551.000-976.551	TANGLEFOOT PARK - DOCK STORAGE	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 551.000-TANGLEFOOT PARK		63,039.00	29,417.53	13,683.20	33,621.47	46.67
Dept 553.000-CENTRAL PARK						
101-553.000-702.000	SALARIES - WAGES FULL TIME	12,000.00	2,603.46	572.74	9,396.54	21.70
101-553.000-702.001	SALARIES - OVERTIME PAY	500.00	19.89	0.00	480.11	3.98
101-553.000-703.000	SALARIES - WAGES PART TIME	8,987.00	2,616.92	401.99	6,370.08	29.12
101-553.000-703.001	PART TIME WAGES - OVERTIME	400.00	85.13	0.00	314.87	21.28
101-553.000-704.000	SOCIAL SECURITY	1,675.00	397.70	73.19	1,277.30	23.74
101-553.000-705.000	RETIREMENT FUND CONTRIBUTION	1,994.00	620.01	284.72	1,373.99	31.09
101-553.000-707.000	DENTAL INSURANCE	256.00	72.98	13.97	183.02	28.51
101-553.000-708.000	VISION CARE REIMBURSEMENT	60.00	21.00	0.00	39.00	35.00
101-553.000-709.000	MEDICAL INSURANCE	2,924.00	1,072.73	386.07	1,851.27	36.69
101-553.000-710.000	LIFE INSURANCE	160.00	51.93	8.25	108.07	32.46
101-553.000-711.000	WORKER'S COMP INSURANCE	125.00	0.00	0.00	125.00	0.00
101-553.000-740.000	OPERATING SUPPLIES	1,500.00	1,447.05	396.22	52.95	96.47
101-553.000-741.000	CLOTHING	125.00	95.29	15.29	29.71	76.23
101-553.000-775.000	REPAIRS & MAINTENANCE SUPPLIES	1,500.00	66.00	38.74	1,434.00	4.40
101-553.000-775.435	CONSUMER'S ENERGY LICENSE	500.00	500.00	0.00	0.00	100.00
101-553.000-776.500	DOG PARK	1,000.00	189.00	0.00	811.00	18.90
101-553.000-801.100	CONTRACT SERVICES - TREE MAINTENANCE	1,500.00	0.00	0.00	1,500.00	0.00
101-553.000-910.000	INSURANCE	900.00	988.36	0.00	(88.36)	109.82
101-553.000-921.000	ELECTRIC SERVICE	1,200.00	256.28	89.69	943.72	21.36
101-553.000-922.000	WATER & SEWER SERVICE	800.00	154.79	154.79	645.21	19.35
101-553.000-922.001	SPRINKLING SYSTEM WATER	3,000.00	2,802.29	2,802.29	197.71	93.41
101-553.000-931.000	BUILDING REPAIRS & MAINTENANCE	4,000.00	5.92	0.00	3,994.08	0.15
101-553.000-933.100	SPRINKLER MAINTENANCE	250.00	0.00	0.00	250.00	0.00
101-553.000-940.000	INTERNAL RENTAL	20,000.00	5,003.09	0.00	14,996.91	25.02
101-553.000-974.000	SKATE RINK	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 553.000-CENTRAL PARK		66,856.00	19,069.82	5,237.95	47,786.18	28.52
Dept 555.000-MILL POINT PARK						
101-555.000-702.000	SALARIES - WAGES FULL TIME	7,000.00	2,193.71	498.05	4,806.29	31.34
101-555.000-702.001	SALARIES - OVERTIME PAY	300.00	39.78	0.00	260.22	13.26
101-555.000-703.000	SALARIES - WAGES PART TIME	4,625.00	1,698.44	269.85	2,926.56	36.72
101-555.000-703.001	PART TIME WAGES - OVERTIME	75.00	117.89	0.00	(42.89)	157.19
101-555.000-704.000	SOCIAL SECURITY	920.00	302.52	57.52	617.48	32.88
101-555.000-705.000	RETIREMENT FUND CONTRIBUTION	1,790.00	648.43	284.72	1,141.57	36.23
101-555.000-707.000	DENTAL INSURANCE	256.00	72.98	13.97	183.02	28.51
101-555.000-708.000	VISION CARE REIMBURSEMENT	60.00	21.00	0.00	39.00	35.00
101-555.000-709.000	MEDICAL INSURANCE	2,924.00	1,072.73	386.07	1,851.27	36.69
101-555.000-710.000	LIFE INSURANCE	160.00	51.93	8.25	108.07	32.46
101-555.000-711.000	WORKER'S COMP INSURANCE	80.00	0.00	0.00	80.00	0.00
101-555.000-740.000	OPERATING SUPPLIES	1,850.00	824.52	308.23	1,025.48	44.57
101-555.000-741.000	CLOTHING	125.00	95.29	15.29	29.71	76.23
101-555.000-775.000	REPAIRS & MAINTENANCE SUPPLIES	2,000.00	237.40	28.46	1,762.60	11.87
101-555.000-775.400	MILL POINT - MAINTENANCE	4,000.00	0.00	0.00	4,000.00	0.00
101-555.000-910.000	INSURANCE	180.00	202.22	0.00	(22.22)	112.34
101-555.000-921.000	ELECTRIC SERVICE	1,200.00	269.25	98.96	930.75	22.44
101-555.000-922.000	WATER & SEWER SERVICE	1,000.00	227.59	227.59	772.41	22.76
101-555.000-922.001	SPRINKLING SYSTEM WATER	2,100.00	1,457.85	1,457.85	642.15	69.42

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		AMENDED BUDGET	10/31/2017	MONTH 10/31/2017	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-555.000-931.000	BUILDING REPAIRS & MAINTENANCE	2,500.00	0.00	0.00	2,500.00	0.00
101-555.000-933.100	SPRINKLER MAINTENANCE	200.00	0.00	0.00	200.00	0.00
101-555.000-940.000	INTERNAL RENTAL	10,000.00	3,739.58	0.00	6,260.42	37.40
101-555.000-976.162	MILL POINT- DOCK STORAGE	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 555.000-MILL POINT PARK		44,845.00	13,273.11	3,654.81	31,571.89	29.60
Dept 557.000-LAKESIDE BEACH						
101-557.000-702.000	SALARIES - WAGES FULL TIME	3,000.00	1,341.27	306.52	1,658.73	44.71
101-557.000-702.001	SALARIES - OVERTIME PAY	100.00	19.89	0.00	80.11	19.89
101-557.000-703.000	SALARIES - WAGES PART TIME	1,800.00	792.73	105.71	1,007.27	44.04
101-557.000-703.001	PART TIME WAGES - OVERTIME	100.00	62.40	0.00	37.60	62.40
101-557.000-704.000	SOCIAL SECURITY	432.00	165.47	31.19	266.53	38.30
101-557.000-705.000	RETIREMENT FUND CONTRIBUTION	992.00	340.49	150.25	651.51	34.32
101-557.000-707.000	DENTAL INSURANCE	151.00	40.98	7.83	110.02	27.14
101-557.000-708.000	VISION CARE REIMBURSEMENT	30.00	10.50	0.00	19.50	35.00
101-557.000-709.000	MEDICAL INSURANCE	1,685.00	584.86	208.35	1,100.14	34.71
101-557.000-710.000	LIFE INSURANCE	88.00	28.20	4.40	59.80	32.05
101-557.000-711.000	WORKER'S COMP INSURANCE	100.00	0.00	0.00	100.00	0.00
101-557.000-740.000	OPERATING SUPPLIES	750.00	210.20	83.02	539.80	28.03
101-557.000-741.000	CLOTHING	150.00	95.29	15.29	54.71	63.53
101-557.000-775.000	REPAIRS & MAINTENANCE SUPPLIES	600.00	0.00	0.00	600.00	0.00
101-557.000-910.000	INSURANCE	181.00	202.22	0.00	(21.22)	111.72
101-557.000-921.000	ELECTRIC SERVICE	350.00	90.22	29.13	259.78	25.78
101-557.000-922.000	WATER & SEWER SERVICE	600.00	206.49	183.20	393.51	34.42
101-557.000-931.000	BUILDING REPAIRS & MAINTENANCE	3,000.00	0.00	0.00	3,000.00	0.00
101-557.000-940.000	INTERNAL RENTAL	3,500.00	1,284.49	0.00	2,215.51	36.70
Total Dept 557.000-LAKESIDE BEACH		17,609.00	5,475.70	1,124.89	12,133.30	31.10
Dept 692.000-PARKS MAINTENANCE						
101-692.000-702.000	SALARIES - WAGES FULL TIME	9,003.00	2,328.52	195.03	6,674.48	25.86
101-692.000-702.001	SALARIES - OVERTIME PAY	120.00	0.00	0.00	120.00	0.00
101-692.000-703.000	SALARIES - WAGES PART TIME	1,900.00	634.61	121.25	1,265.39	33.40
101-692.000-703.001	PART TIME WAGES - OVERTIME	50.00	0.00	0.00	50.00	0.00
101-692.000-704.000	SOCIAL SECURITY	850.00	216.47	23.29	633.53	25.47
101-692.000-705.000	RETIREMENT FUND CONTRIBUTION	1,002.00	400.80	148.94	601.20	40.00
101-692.000-707.000	DENTAL INSURANCE	138.00	37.08	7.05	100.92	26.87
101-692.000-708.000	VISION CARE REIMBURSEMENT	32.00	10.50	0.00	21.50	32.81
101-692.000-709.000	MEDICAL INSURANCE	1,639.00	564.82	199.80	1,074.18	34.46
101-692.000-710.000	LIFE INSURANCE	80.00	25.64	3.88	54.36	32.05
101-692.000-711.000	WORKER'S COMP INSURANCE	75.00	0.00	0.00	75.00	0.00
101-692.000-727.000	OFFICE SUPPLIES	125.00	0.00	0.00	125.00	0.00
101-692.000-740.000	OPERATING SUPPLIES	600.00	239.97	140.70	360.03	40.00
101-692.000-740.220	CDL RENEWAL FEES	125.00	24.00	19.00	101.00	19.20
101-692.000-741.000	CLOTHING	100.00	0.00	0.00	100.00	0.00
101-692.000-775.000	REPAIRS & MAINTENANCE SUPPLIES	750.00	0.00	0.00	750.00	0.00
101-692.000-910.000	INSURANCE	2,200.00	2,320.52	0.00	(120.52)	105.48
101-692.000-921.000	ELECTRIC SERVICE	500.00	127.66	42.35	372.34	25.53
101-692.000-922.000	WATER & SEWER SERVICE	300.00	0.00	0.00	300.00	0.00
101-692.000-933.100	SPRINKLER MAINTENANCE	250.00	0.00	0.00	250.00	0.00
101-692.000-940.000	INTERNAL RENTAL	3,500.00	1,478.98	0.00	2,021.02	42.26

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF SPRING LAKE
 PERIOD ENDING 10/31/2017
 % Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2017 NORMAL (ABNORMAL)	MONTH 10/31/2017 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
	Total Dept 692.000-PARKS MAINTENANCE	23,339.00	8,409.57	901.29	14,929.43	36.03
TOTAL EXPENDITURES		<u>238,726.00</u>	<u>78,498.31</u>	<u>25,012.39</u>	<u>160,227.69</u>	<u>32.88</u>
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		119,300.00	15,172.43	1,796.22	104,127.57	12.72
TOTAL EXPENDITURES		<u>238,726.00</u>	<u>78,498.31</u>	<u>25,012.39</u>	<u>160,227.69</u>	<u>32.88</u>
NET OF REVENUES & EXPENDITURES		(119,426.00)	(63,325.88)	(23,216.17)	(56,100.12)	53.03



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

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

www.springlakevillage.org

September 29, 2017

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

Dear Mr. & Mrs. Anastor:

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

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

Sincerely,

Wally Stuhlmann
Tanglefoot Park Manager

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

October 30, 2017

Wally Stuhlmann
Tanglefoot Park Manager

Dear Wally,

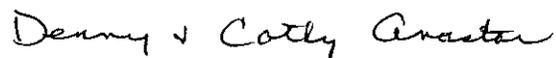
Regarding your letter dated September 29, 2017, we are requesting an explanation as to why our application for a seasonal site for 2018 has been returned and we are being told we should find a different Park that would be a better fit.

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

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

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

Sincerely,



Denny & Cathy Anastor

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



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

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

www.springlakevillage.org

October 16, 2017

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

Dear Mr. & Mrs. Anastor,

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

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

Sincerely,

Christine Burns
Village Manager

Cc: Wally Stuhlmann
Village Council
Scholten Fant

October 26, 2017

To: Christine Burns
Village Manager

Dear Christine,

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

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

Sincerely,



Cathy Anastor

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

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

Tree trimming and removal with complete cleanup.

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

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



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

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

www.springlakevillage.org

October 16, 2017

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

Dear Mr. & Mrs. Anastor,

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

Sincerely,

Christine Burns
Village Manager

Cc: Wally Stuhlmann
Village Council
Scholten Fant



Village of Spring Lake

AUG 07 2017

Received

Woodland Tree Services, Inc.

P.O. Box 439

Rockford, MI 49341

616-696-7400

info@4yourtree.com

WWW.4YOURTREE.COM

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

August 3, 2017

Ben;

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

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

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

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

Recommendation: Retain and monitor

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

Location: 108 Mason

Concern: Large old split out scar – Internal integrity?

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

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

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

Recommendation: Retain and monitor

Tree # 6) Red Oak – 52” D.B.H.

Location: Spring Lake Intermediate School

Concern: Health and Safety

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

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

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

Tree # 7) Silver Maple – 42” D.B.H.

Location: Wind Drift Entrance

Concern: High exposure location – Restricted vision

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

Recommendation: Retain – Trim and monitor

Tree # 8) Silver Maple – 22” D.B.H.

Location: 367 Lake Street

Concern: High exposure location – Restricted vision

Inspection: Large deadwood in crown – basal cavity

Recommendation: Removal

Thank you,



William B. Drews

Woodland Tree Services, Inc.

Cell: 616-443-7442

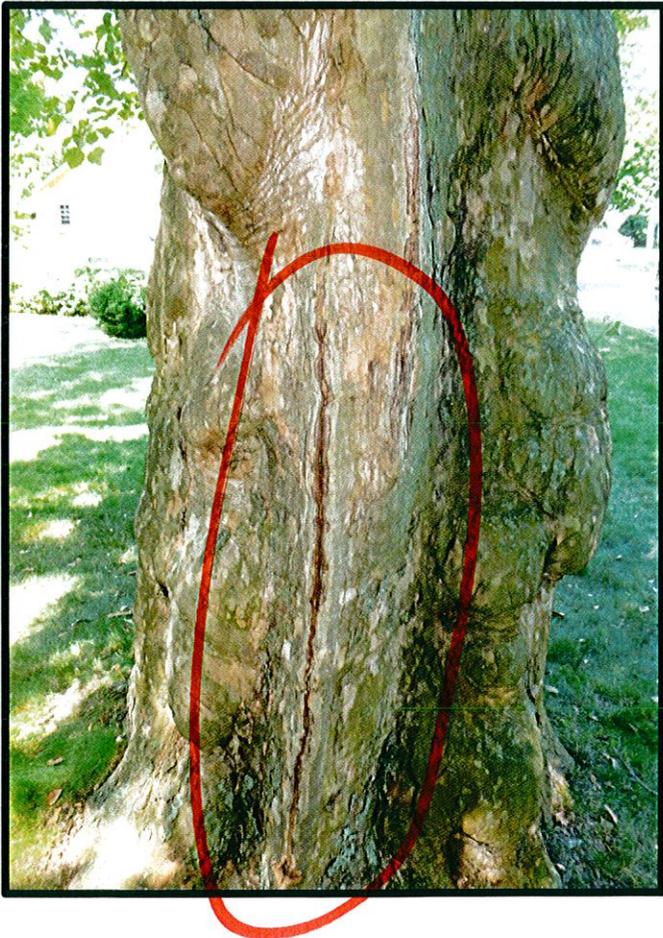
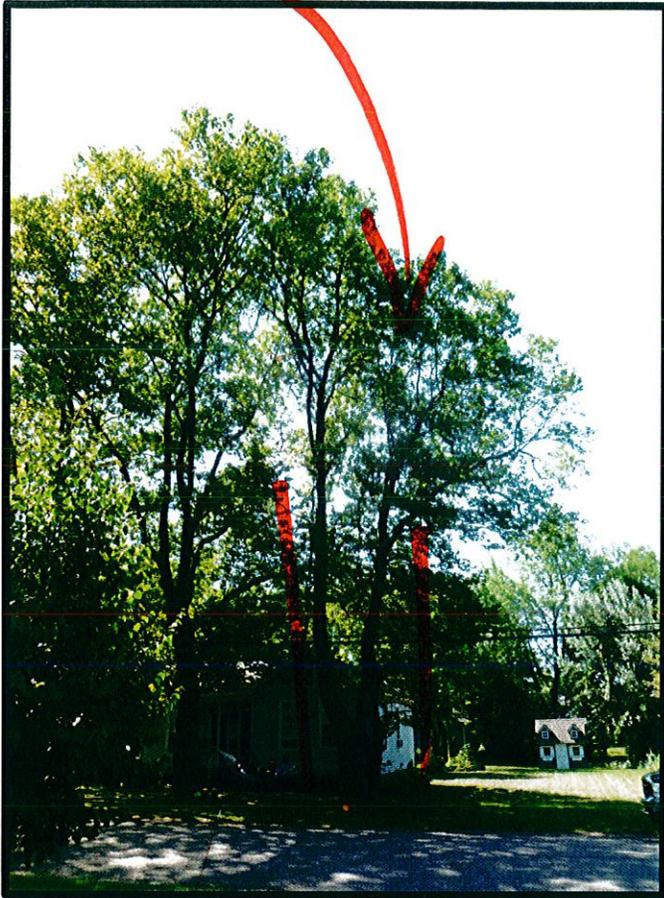
Wm Drews - I.S.A. Certified Arborist # MI-0309A

I.S.A Qualified Tree Risk Assessor

Tree #10 Tanglefoot Park



#2 108 Mason?

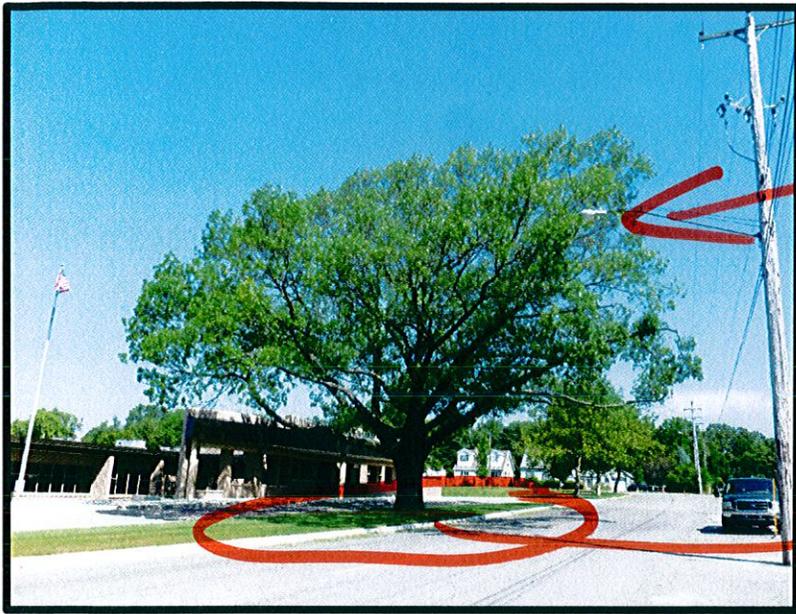




3

4

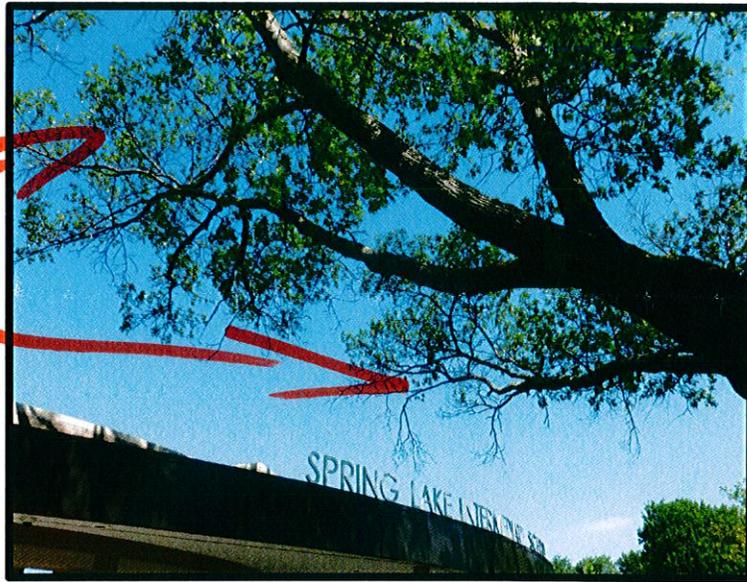
5



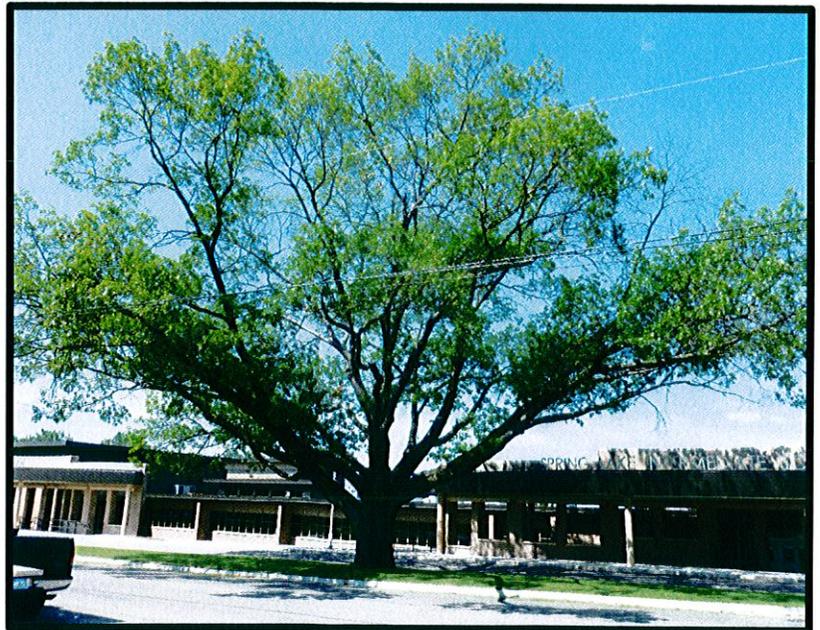
#6

Restricted root area

Declining crown
Chlorotic foliage
3"-4" Dead limbs

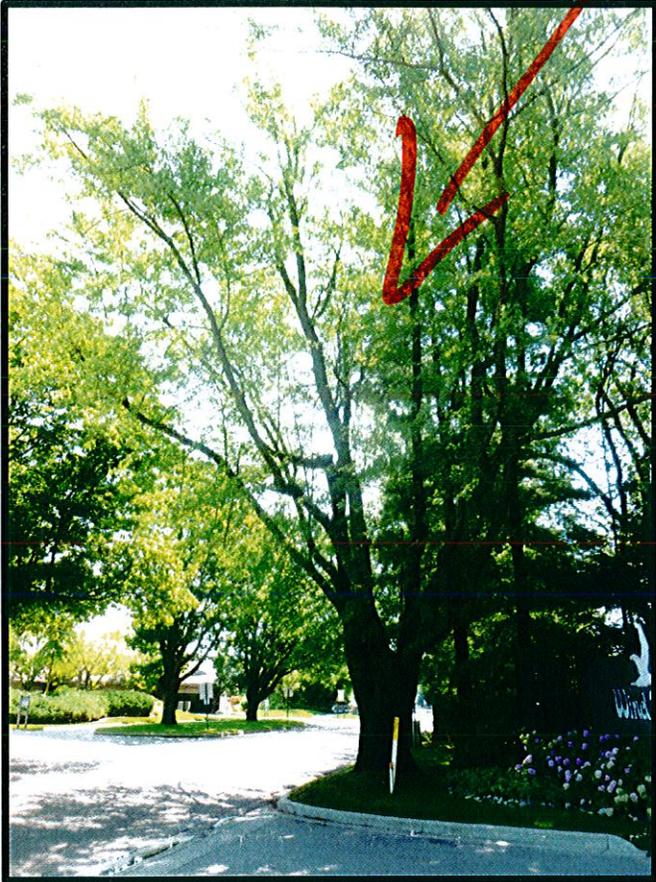


"High" exposure location



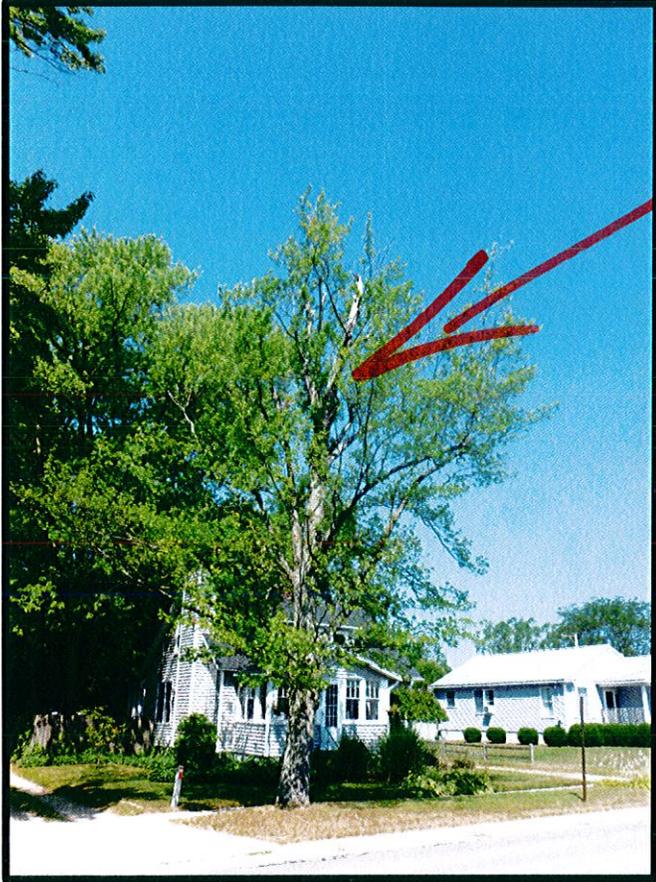
#9

Wind Drift Entrance



Dog leg limb with
some decay
should be removed





#8

367 Lake St.

Base cavity
Hollow

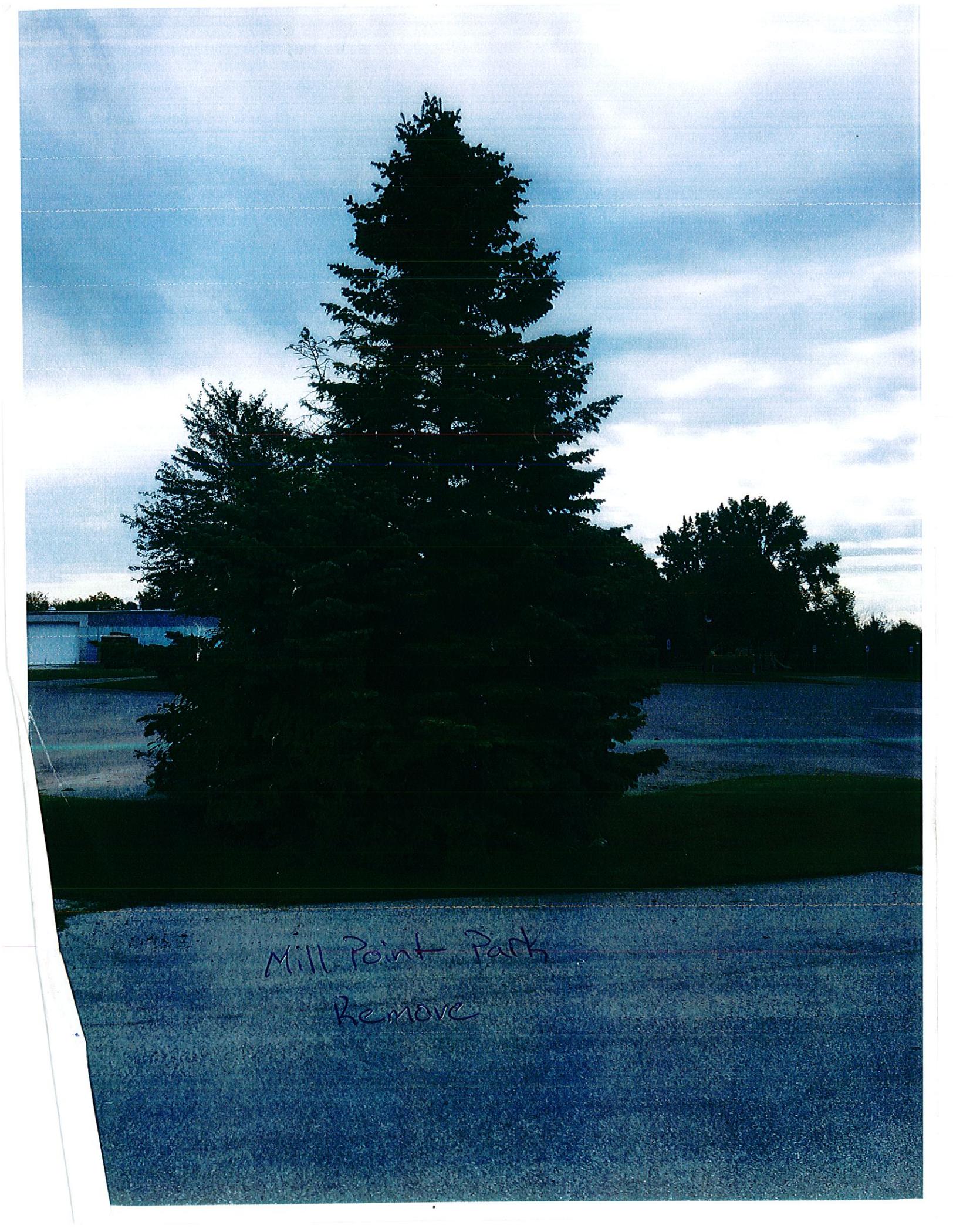


111 Mason
Remove



SLT Lot
Remove
↓



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

Mill Point Park
Remove

S. Cutler
Remove





Remove



201 Rex and Liberty
Remove

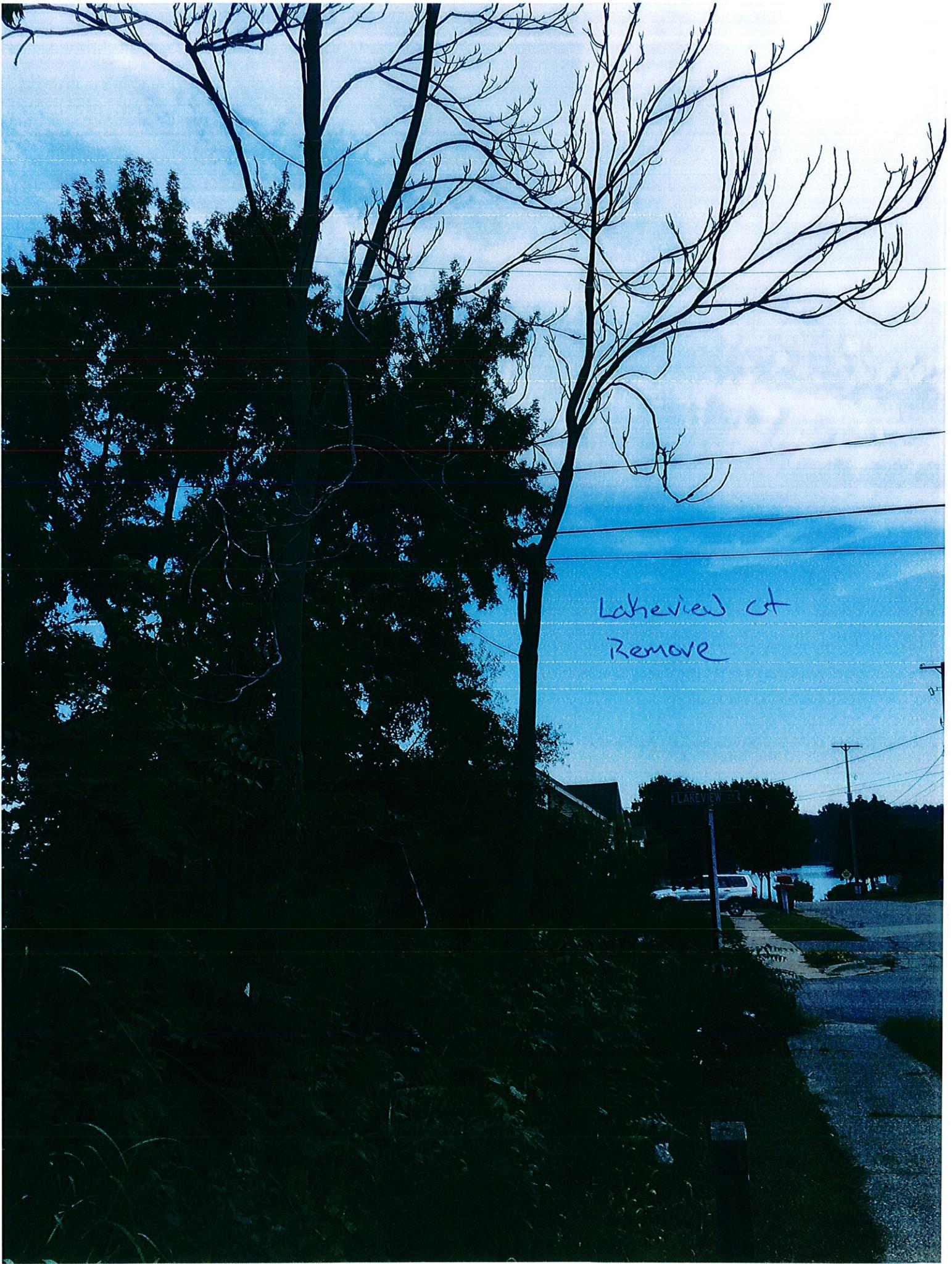
312

N. Cutler

Stump

Grinding





Lakeview Ct
Remove

N. Lake
Stump Grinding





202 N. Lake Stump Grading



306 E. Exchange Remove



210 S. Buchanan stump Grinding





110 Tolford - trim



205 River St
Stump Grinding



721 Fall - Trim

712
Winter
Remove

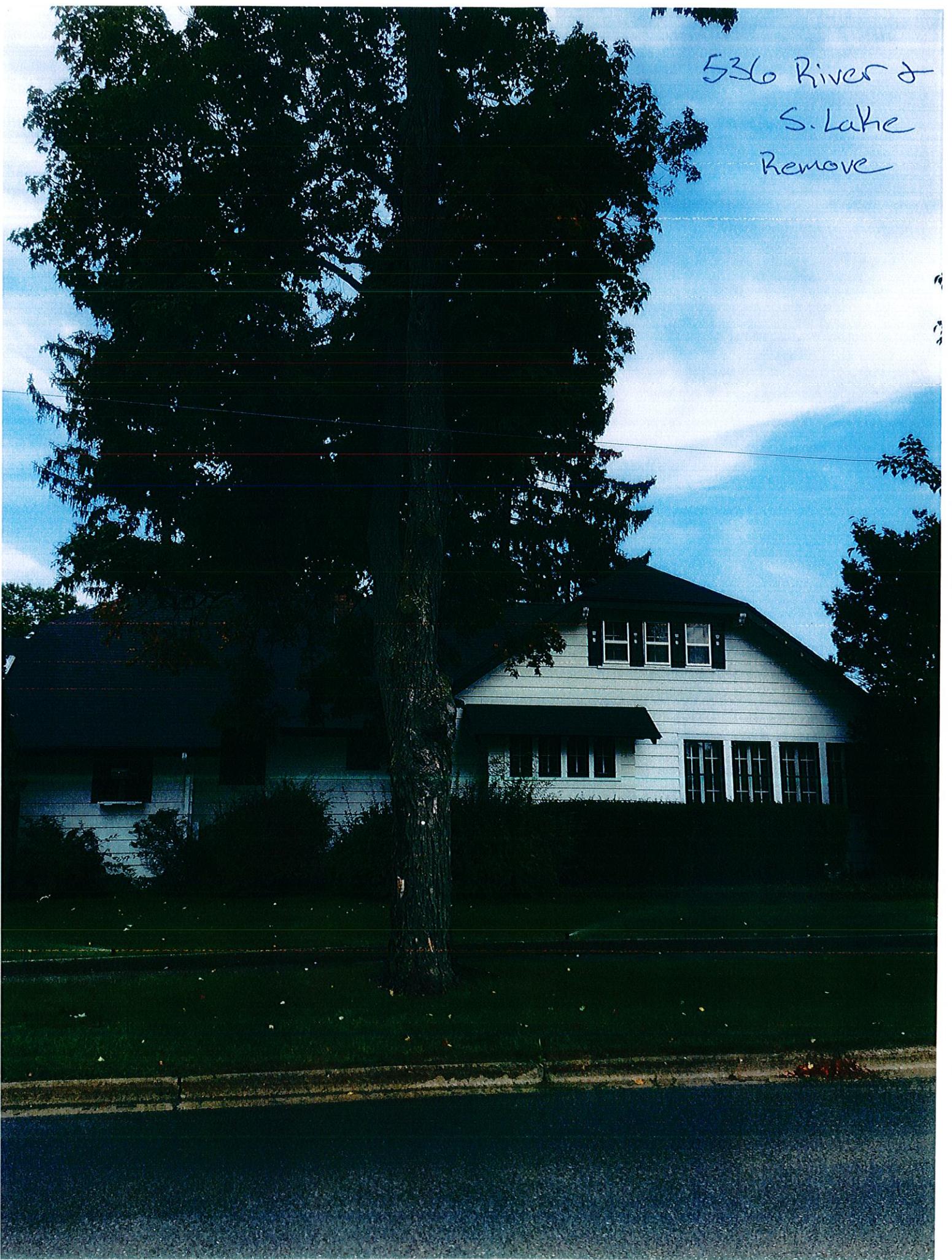


223

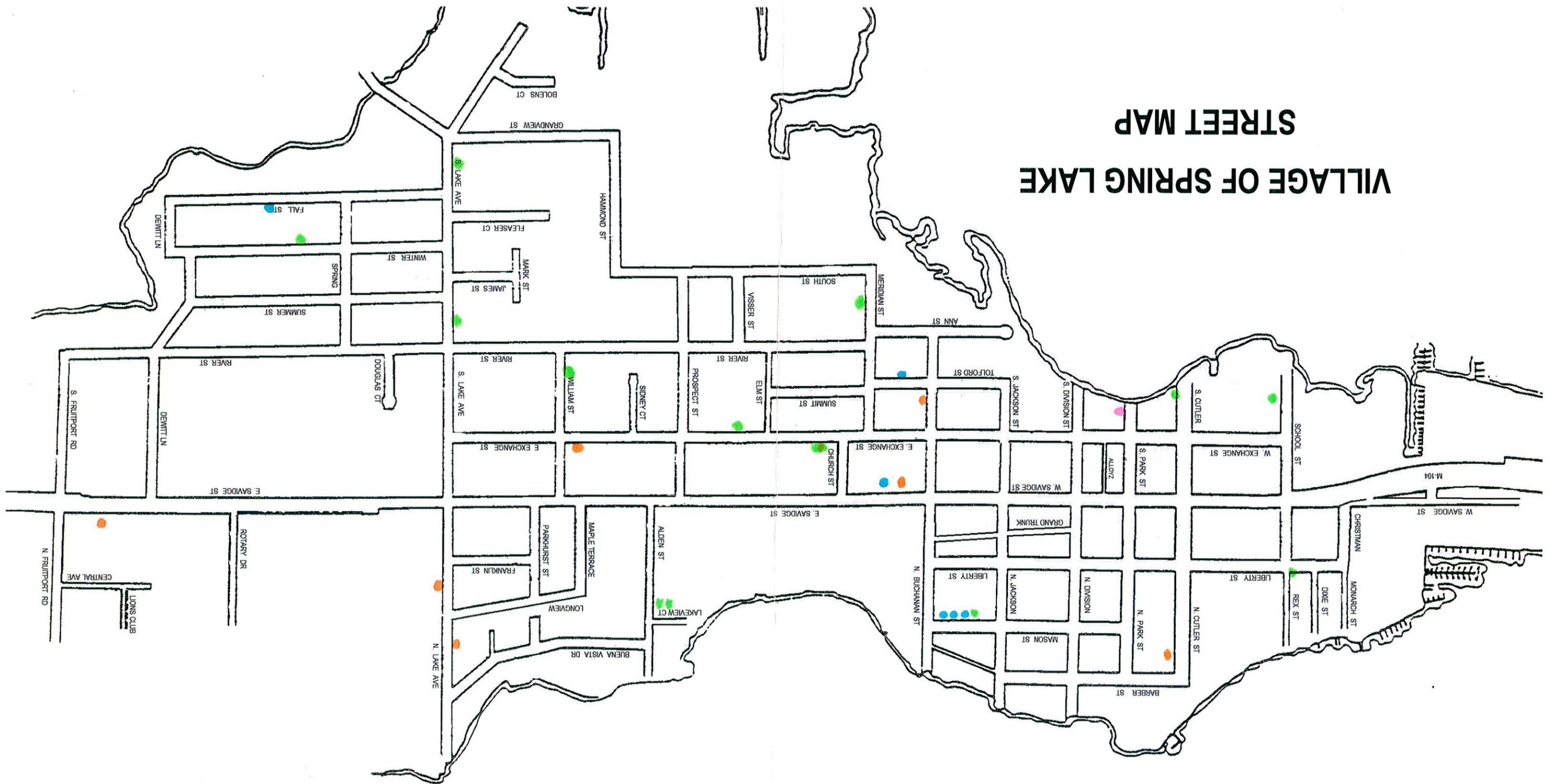
Williams



536 River &
S. Lake
Remove



VILLAGE OF SPRING LAKE STREET MAP



- Stump grinding
- Remove
- TRIM
- See woodland TREE Review



Village of Spring Lake Tree Proposal

Summit Tree Service, Inc.

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

[] - Stump on E. Savidge \$144.27

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

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

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

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

Stump grinding of stump located on the west side of N. Lake Ave, in the parkway. Grind stump, haul all debris and level to grade with topsoil and seed.

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

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

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

[] - Stump on Lakeview Ct. \$152.53

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

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

[] - Tree Removal at 111 Mason \$831.42

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

[] - Stump at 111 Mason \$305.06

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

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

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

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

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

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

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

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

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

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

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

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

[] - Tree Removal at 201 Rex \$779.76

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

[] - Stump at 201 Rex \$454.25

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

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

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

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

[] - Stump at Mill Point Park \$497.13

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

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

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

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

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

Stump grinding of stump at the dead end of S. Cutler. Grind stump, haul all debris and level to grade with topsoil and seed.

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

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

Stump grinding of stump at 201 S. Buchanan. Grind stump, haul all debris and level to grade with topsoil and seed.

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

[] - Trim tree at 110 Tolford \$251.31

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

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

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

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

[] - Vacant Lot area Down Limb \$751.41

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

[] - Vacant Lot stump \$219.98

Stump grinding of stump on the north edge of the vacant lot. Exchange and Buchanan. Grind stump, haul all debris and level to grade with topsoil and seed.

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

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

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

[] - Stump at 312 Meridian \$365.07

Stump grinding of stump at 312 Meridian. Grind stump, haul all debris and level to grade with topsoil and seed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[] - Stump at 223 Williams \$538.89

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

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

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

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

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

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

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

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

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

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

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

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

[] - Pruning at 721 Fall \$376.97

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

[] - Tree Removal at 712 Winter \$251.31

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

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____