1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

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

Absent: None

President Hatton asked President Pro-Tem Powers if he would like to chair the meeting. Power said “no thanks” he would let President Hatton chair. President Hatton asked for approval of the Consent Agenda. Manager Burns reminded Hatton that the Agenda needed to be approved first. Hatton said that she wanted to talk about the approval of Agenda because she did not know if the Agenda was approved and she wanted to not approve the Consent Agenda as written, which would come first. Attorney Sullivan said approval of the Agenda would come first and then she would move on to the Consent Agenda where she could either vote no, or ask for an item to be removed.

4. Approval of the Agenda

Motion by TePastte, second from Miller, to approve the agenda as presented.

Yes: 7  No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 58944-59044) in the amount of $310,739.54. Removed from the Consent Agenda to be voted on as item E.

B. Approved the minutes for the May 8 & June 12 work sessions and the May 15 & June 19, 2017 regular Council meeting.

C. Approved a Letter of Authorization with Landlord Lease Advisors, LLC.
designating the Village Manager as the authorized signer.

Hatton read the Consent Agenda and asked to have item A removed from the Consent Agenda to be voted on separately. Hatton said that was one of the reasons she had wanted to give up her chair position.

Motion by Van Strate, second from Miller, to approve the Consent Agenda as amended, removing item A from the Consent Agenda to be voted on separately as item E.

Yes: 7 No: 0

6. General Business

A. Redevelopment Ready Community (RRC)

Subject: The Village enjoys an Economic Development contract with the Chamber of Commerce. Ms. Dana Kollewehr has obtained certification as a RRC specialist.

Dana Kollewehr explained how, as an RRC specialist, she would be evaluating the Village on 6 criteria areas to help improve processes and activities for certification. Duer asked if this was something new. Ms. Kollewehr said it was relatively new, starting about 4 years ago on the east side of the State. TePastte asked if this was a State financed program. Ms. Kollewehr said that it was through the MEDC.

Motion by TePastte, second by Doss, to approve Resolution 2017 – 14, a Resolution committing the Village to participate in the MEDC’s Redevelopment Ready Communities Program.

Yes: 7 Yes: 0

B. Hazard Mitigation Plan

Subject: In order to receive funding from FEMA, in the event of a disaster, the Village needed to adopt the Ottawa County Hazard Mitigation Plan. The plan was on a DVD at Village Hall. If you wish to review it prior to the meeting, please indicate such and a copy can be dropped off for your review.

Burns explained that this was a housekeeping item that was needed and, by adopting Resolution 2017-013, approved the Ottawa County Hazard Mitigation Plan that would need to be in place in the event of a natural disaster and the Village was in need of assistance from FEMA. Burns said this was done on a regular basis.
Motion by Doss, second by Miller, to adopt Resolution 2017–013, a Resolution approving the Ottawa County Hazard Mitigation Plan.

Yes: 7 No: 0

C. Hydrant Painting Proposal

Subject: In 2016, local boy scouts offered to repaint fire hydrants throughout the Village. Many were primed, but not painted. Staff was unsure of what happened to that group of volunteers, but the project has stalled. The hydrants were in desperate need of painting in 2016 and the case still remained in 2017. The Village did not budget for hydrant painting in this fiscal year, but would like permission to phase in painting of all 170 hydrants within the Village, starting with the 25 worst hydrants. D&S Industrial Painting would be considered a sole source provider and had recently repainted the hydrants in both Ferrysburg and Spring Lake Township. The hydrants in NW Ottawa County (with the exception of the Village) were yellow and we would move towards consistency in that regard.

Burns explained that the Village had 170 hydrants located within our 1 square mile, with some dating back to the 1920’s and 30’s. Burns said DPW would like to phase in the repainting by starting with the worst 25 hydrants and then the rest would be done over the course of the next 5 years, hopefully increasing this to 50 hydrants next year and working their way through the worst. Burns said D&S Industrial Painting had submitted a bid for the 25 worst hydrants for a cost not to exceed $3,125, and noted that D&S had done the hydrant painting for Spring Lake Township and Ferrysburg. Burns also said that the hydrants would be painted yellow to be consistent with the rest of Ottawa County, rather than the red that the Village hydrants were now painted. Duer asked about the gray hydrants. Burns explained that those were the ones that had been primed and would be painted. Van Strate asked if the hydrants would be sandblasted. Burns said they would be needle gunned, which was a form of sandblasting. Hatton said this seemed very expensive but it was a very expensive thing to do to be safe.

Motion by TePastte, second by Miller, to approve the repainting of 25 hydrants within the Village at a cost not to exceed $3,125 and award the contract to D&S Industrial Painting.

Yes: 7 No: 0

D. Backhoe Purchase

Subject: This was a budgeted item as well as one of the items that the Village and Township planed on sharing as part of the equipment sharing
pilot program. Due to the size of the purchase, Council must first approve the purchase. This purchase was being made through the MIDEAL program, of which the Village as a member. MIDEAL was a State of Michigan purchasing program whereas they bid out the product and award the bid to the lowest bidder, thereby negating the Village’s need to do so.

**Burns** explained that this was not a housekeeping item, although it was a budgeted item, that would be shared with Spring Lake Township as part of the Equipment Sharing Pilot Program. **Burns** said that this had been budgeted for last fiscal year but was not moved on so it was budgeted again for this fiscal year. **Burns** said that every time a new price was requested the value of the trade-in backhoe decreased so they did not want to wait another month, if Council was comfortable, to get it approved for purchase this month from RPM Machinery.

**Hatton** asked if this was the Village’s half of the cost for the backhoe. **Burns** explained that they were not splitting the cost of the backhoe, that what she meant by sharing was when the Township used the Village’s backhoe, the hours would be logged and the Village would invoice the Township for those hours at the end of the month, using the State of Michigan equipment rental rate and the same for when the Village used equipment owned by the Township. **Hatton** asked if the Township could pay half. **Burns** said probably not, because the Village used a backhoe often and the Township only used one a couple times a year.

Motion by **Doss**, second by **TePastte**, to approve the purchase of a backhoe from RPM Machinery for an amount not to exceed $72,255.00.

Yes: 7 No: 0

E. Approved the payment of the bills (checks numbered 58944-59044) in the amount of $310,739.54.

**Hatton**, said that she thought $310,739.54 was a lot to go through and that she had spent all day Friday going through, and when she had questions, she got out the contract with the Clerk/Treasurer that she had been given by the Village, and called Ottawa County because we have a contract and we have 3 with them and 2 things that she knew of and one was for the Sheriff’s work in the Village, and the other large amount, she said she did not know what it was, so she was going to read what she had put together that afternoon and she had spent most of the day trying to get the information because she thought this was something that was a problem, certainly that she has had, and if she is the only one, she was sure they would all let her know. **Hatton** then read the following prepared statement.

*I have updated information from Ottawa County about our contractual agreements with them.*
And I am awaiting a call back from the Fiscal Director of Ottawa County about the missing contract(s) with Spring Lake Village. It seems that Spring Lake Village pays Marv Hinga for a four day week and Crockery Twp. pays him for every Wednesday, and Ottawa County pays Hinga for vacation, sick time, etc. above the $78.01 per hour that he receives in payment every month— or so from Ottawa County.

I asked Ottawa County for June’s bill that Marv Hinga sent for payment. Here is the breakdown for payment from June 4-July 1:

121.25 hours for Village = $9,459; 27.50 hours for Crockery Twp. = $2,145.28; Vacation hours and Sick hours, etc. not disclosed, but paid by Ottawa County to Hinga.

I think our Council members as well as the public will be dismayed to find out that Hinga’s daily payment to from the Village in June was $591.32 per day, and Hinga’s payment on the four Wednesdays in June to from Crockery was $536.32 per day.

The total pay in June to Hinga will be $11,603 plus vacation/sick pay, and 12 months at that rate = $139,236 plus vacation/sick pay, etc.

If Marv Hinga was paid the 2080 hours (for a 40 hour week), he would be paid $162,260 annually plus benefits. The Village Mgr. is paid $125,000+ including benefits.

Marvin Hinga’s independent contract allows him to work when he wants, takes vacations when he wants, and the original contract (“Agreement for Finance Director Local Government Administrative Services”) made "this 16th of December, 2013"...states payment for services during this pilot program is $61.55 per hour...

The contract states that Ottawa County will submit monthly invoices to the Village on the first day of each month... And "Term of Agreement"...shall continue in effect 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,... " (The "parties are the Village President and Village Mgr. and for Ottawa County, the Chair of Board of Commissioners and County Clerk/Register.)

So far neither the Village or the County have found any written updated contract agreements. And no one seems to know about a contract between the County and Crockery Twp. for Hinga’s Wednesday services.

I am recommending that our agenda this evening discuss these payments and contracts at our 7 p.m. meeting, before we pass the consent agenda. The consent agenda includes a payment to Hinga from Ottawa County for $13, 515 (and $3,120.40 for Crockery Twp.) for employment from April 23- June 3, 2017..
Hatton asked Attorney Sullivan where the contracts might be. Sullivan said that he didn’t know the update, and that he thought Hatton had the original.

Powers made a motion, second by Doss, to approve the payment of the bills (checks numbered 58944-59044) in the amount of $310,739.54.

Hatton asked if there was any discussion on this. Council did not need any discussion.

Powers asked for a roll call vote. Roll was called with 6 members voting yes.

Hatton asked Sullivan why Council was asking for approval of something that had already been paid. Sullivan said he didn’t know if the checks had already gone out. Hinga said that the check was cut in order to meet the terms of the billing agreement so that bill, which covered services through June 3rd, was paid about a week ago, because it was due within 30 days of receiving the invoice.

Powers said, at that point, they needed a vote. Hatton said they needed to know before what they were voting on. Powers said this session was closed and they were now looking for a vote from the President of the Council. Hatton asked Sullivan (what they needed to do). Sullivan said they were in the process of voting and that needed to be completed. Hatton said ok, that that was something she thought needed a roll call vote. Hatton was reminded that they had already done a roll call vote and that they were waiting for her vote. Doss asked Hatton yes or no. Hatton said she was thinking. Hatton said that she didn’t think it mattered so she will say no.

Yes: 6  No: 1 (Hatton)

Burns asked Hatton if she would like her to go on to the department reports. Hatton said no, thank you, that she was just thinking about what happened, and the fact that they pass and agree to pay for things that have already been paid for when they were asking for approval to pay them. Powers asked if, at this point, were they were going to get back on the agenda or were they going to go on like this. Hatton said she thought they would get back eventually. Powers said they could make an adjournment motion if it was not going to progress in a manner that was productive and useful, so he would leave it up to the chair to see what she wanted to do. Hatton said that the Village Manager must have a very large report and they were ready to hear it.

7. Department Reports
   A. Village Manager – Burns said the only thing she had to add was an update on the absentee ballots, that as of 5:00 p.m. today, 268 ballots had
been issued compared to the election last August where 551 total voters
cast their ballots, which obviously during a Presidential year was quite
significant, so we were more than half way to where we were at this time
last year. Hatton asked to interrupt and wanted to know who “we” are.
Burns said “we” would be the Village.

B. Clerk/Treasurer/Finance Director – Hatton said she was also sure the
Clerk/Treasurer/Finance Director must have something to say about her
report. Powers asked Hinga if he had anything to report. Hinga said he
had no additions to report. Hatton said “well, finally, never mind”.

C. OCSO – Hatton said that next was the Ottawa County SO? Burns
reminded Hatton that that was the Ottawa County Sheriff’s Office. Hatton
said she knew what that bill was because she asked Ottawa County what
it was for and they explained that it was for the Sheriff’s Office and that it
varies every month so would anyone want to report on that? Burns
explained that the report that was included in the Council packet had more
to do with the calls for service and the service they provide to the Village
and the City of Ferrysburg, but if there were any questions she would
attempt to answer them but Sgt. Kik was on vacation so he was not
available to report on that. Hatton said that when she asked them
(Ottawa County) they didn’t say that it had to do, the $31,000 had nothing
to do, does it? Burns explained that the department reports that were
included in the packets were just a synopsis of what had happened over
the month, what staff had done. Burns said that it has nothing to do with
what the monthly invoice was. Hatton said she was wondering really if
anyone looked at the $310,000 worth of bills because no one seems to
have any concern at all. Burns said that a lot of times if there were
concerns, they were brought to staff’s attention prior to this meeting, they
didn’t have to vet them here if somebody had a question why a check was
written, it could be explained long before it got to this situation so we were
not wasting everyone’s time talking about things that could easily be
answered off line. Hatton thanked Burns for the explanation.

D. Fire – Hatton said that next was a Fire report, who reports on Fire?
Burns explained that Brian Sipe typically submitted that report but he was
also on vacation so that had just come in so she would forward that
tomorrow for Council’s review. Hatton thanked Burns and asked if he
(Sipe) had a report. Burns said that he does a report monthly.

E. 911 – Hatton asked about the 911 report. Burns said that was also in the
packet.

F. DPW – Hatton asked about the DPW report. Burns explained that all the
department reports were included in the packet for informational purposes
and Council’s review and that unless there were questions, there was
nothing further to add. Hatton said that she did check on the contract with
the Township and only part of it was found, and our contact which was a
50/50 contract with the Township and they were having trouble finding it
too, not the original, but part of it. Burns explained that the Village did not
have a contract with the Township, the Village had a Letter of
Understanding that was a one sheet page that was a pilot test project with Spring Lake Township, the contract between DPW Director John Stuparits was with Spring Lake Township and the Village was not privy to that. Hatton said she knew that but part of it was missing and when she asked them for it they said they would look for it. Burns said that she could not help with that. Hatton said it had to do with the Village.

**G. Building –** Hatton asked what about the building. Burns said the Building Department, again, all of these items that were listed under number 7 were standard on your agenda every month and if she received a report from the director of that particular department it was included for your review and unless there were questions from Council she did not have anything to add to their reports. Hatton asked if Building meant the Village Hall or did it mean something else, another building. Burns explained that, as you can tell, when you read the reports, it had to do with the building, plumbing, electrical and mechanical permits pulled in the Village for the month.

**H. Water –** Hatton asked about the Water report. Burns said, again, unless Hatton had questions, she had nothing to add to what was in the agenda packet. Burns said she did not write the reports, they were written by the department Directors.

**I. Sewer**

**J. Minutes from Various Board & Committees –** Hatton asked Council Member Miller if he would like to give a report on the minutes from the Historic Conservation Committee. Miller said he had nothing to add to the minutes from last month.

1. **Historic Conservation Committee**

8. **Old Business and Reports by the Village Council –** Hatton asked if there was any Old Business from Council. Van Strate said he would like to commend the Public Works Department for fixing the gate by Old Boy’s. Hatton asked if there was any other Old Business or Reports.

9. **New Business and Reports by Village Council –** Hatton asked if there was any new business at this time. Council Member TePastte said that he would like to make a comment at this time. TePastte said that he had read numerous documents from our President in the past and they have contained a lot of distortions and misrepresentations, and then to be blindsided with this report, disparaging and bullying of the Village at a public meeting was very disconcerting to this Council member and if anything like that ever happened in the future, he hoped she would take the time to wait for a Work Session so they could discuss it and other pertinent facts might be brought and maybe they would have someone with information. Hatton said “just a moment” and said that she had asked for Mr. Hinga’s contract with the County over a month ago and was given the 2013 contract and, at that point, it was for $61.65 per hour and since then it had gone up to $78 and when she asked, because there was supposed to be a written contract every year, and when she asked either side, and she asked Mr.
Hinga personally, and he had said he negotiated every year with the Village Manager because she was his boss. Burns and Hinga both said that was absolutely false. Hatton asked them to explain it then, please, since she must not have explained it correctly. Hatton asked them to explain to her why there was no written contract and when she had asked over a month ago and from Friday until Monday afternoon the County was looking for their contract. Hatton said again, that she had asked over a month ago so maybe Burns would say what she did answer when Hatton had asked for Hinga’s contract. Hinga replied that he had told her his contract had been renewed verbally. Hatton asked by whom? Between whom? Hinga said between the Finance Director for the County and the Village Manager. Hatton asked, the Finance Director of the County and the Village Manager? Hatton said, I see, but there was nothing written every year? Burns said she did believe that she had an email she would have to look for, if that was what Hatton was looking for, some smoking gun, whereas there was an escalator in the contract, the 2013 contract was the only contract that we had and it renewed each year and there was an escalator clause in there. Burns said they payed exactly for Hinga what his benefit and wage package equated to, it was a pass-through cost.

Powers said he would like to make a motion to move on to the next item of business on the agenda, Miller said he would second that. Hatton continued and said, may I say that it required a written contract. Council reminded Hatton that there was a motion on the floor. Hatton said she was answering what she (Burns) said because it wasn’t true. It asked for a written contract every year. Doss said there was a motion on the floor. Hatton said she was sure there was because she had 6 people that could make one. Van Strate said he wouldn’t mind seeing this at a Work Session and discussing this whole situation. Powers said that he agreed with Van Strate. Duer asked what was going on. Hatton said they didn’t see the register at the Work Session, they didn’t see it until Friday at 3:30 in the afternoon. Powers asked for a roll call to move on. Roll call was taken and Hatton said she abstained. Sullivan explained that Hatton needed to have a reason to abstain. Hatton said it was because she didn’t think they were done, she was not ready to move on. Sullivan said then she would vote no. Hatton said no, she would abstain, that Sullivan said she needed a reason to abstain and she gave him a reason. Hatton said they must continue because she lost the vote, that she didn’t think she would lose the vote but she did.

Yes: 6 No: 1 (Hatton abstained)

10. Status Report: Village Attorney – Sullivan said he did not have anything to report. Hatton replied “What? Nothing to report on the fact that a contract was not legally going forward?” Sullivan said that he had not been asked to review that contract. Hatton said then perhaps, maybe the Village Manager, since she herself (Hatton), was not allowed to ask, she could only ask through the Village Manager. Sullivan explained that was true for every Council member. Hatton
replied, yes, that she had asked to talk to Sullivan the Friday before the Monday night meeting and the Village Manager had told her no, that she could not speak to the attorney because she wasted their time and for Hatton to pay her own counsel. **Burns** said that was not said, that was blatantly false. Hatton replied, oh, well, fine.

**Powers** made a motion to move on to Statements of Citizens, second from **Doss** to move on.

Yes: 7
No: 0

11. **Statement of Citizens** – Amanda Price explained that she was a former State Representative for the 89th District and was now working for Senator Meekoff as his District Representative. Price said she was stopping by to re-introduce herself and explained what her roll was for helping local units of Government.

Bill Meyers said that as a former Council member, he was appalled at the dysfunctionality of this entire council process and to see where this Village had gone in the last 5 to 6 months was beyond disturbing. Meyers said that he knew that each Council member had the best interest of the Village in their mind and heart, but there had to be some sense of what was right and what was wrong. Meyers said he had spoken to Hatton personally regarding her mandate regarding the disincorporation of the Village. Meyers said that this was directed at Madam President, that it was time to find out exactly where this Village stood and that August 8th would do that and, in the meantime, there was a sufficiency hearing in the coming week to consider the recall petition of Joyce Hatton and he wished everyone could attend and testify to that, for or against, but this Village could not continue like this. Meyers said there seemed to be a very strong opinion that what President Hatton was doing was not in the interest or the majority of what the Village wanted and that, if he was wrong, he would apologize on August 9th. **Hatton** asked Mr. Meyers if he had heard of the rules and procedures that were passed on December 19th of 2016? Meyers said he was not on Council at that time. **Hatton** said that what those rules and procedures, which had never been passed before, ever. **Sullivan** and **Council** reminded Hatton that this was a time for Statement of Citizens. **Hatton** said that she was answering his (Meyers) question and that Council did not want her to answer the question because those rules and procedures stripped the President.

**Powers** made a motion to adjourn the meeting, second from **Doss**. Meyers said that he had not asked a question. **Powers** encouraged Mr. Meyers to let it go, that there was nothing to be gained. Mr. Meyers agreed. **Sullivan** advised **Powers** that they had to permit an opportunity for the public to talk. **Hatton** said that she was sorry, that she had thought Mr. Meyers was through speaking. **Sullivan** explained to Hatton that this was the time to receive comments from the public, not to engage in a debate with them, but that she could follow up with them afterwards or at some other point. **Burns** said that Mr. Meyers still had a minute
and a half left of his 3 minutes. Hatton asked Mr. Meyers if he would like to speak more. Mr. Meyers said no. Hatton said that she had thought he was through and that she was attempting to answer his comment but she didn’t have much opportunity to do so. Sullivan advised Hatton that she should ask if there were any more comments from the public. Hatton asked if there was any other person that would dare to comment, that now was their opportunity to speak.

There were no other public comments.

12. Adjournment

Motion by Powers, second from Doss, Village Council adjourned the meeting at 8:00 p.m.

Yes: 7 No: 0

_________________________________________
Mark Powers, Village President

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Maryann Fonkert, Deputy Clerk