**Village of Spring Lake**  
**Council Work Session**  
**November 12, 2018**  
**7:00 p.m.**  
**102 West Savidge Street (Upstairs Conference Room)**  
**Spring Lake, MI 49456**  

[www.springlakevillage.org](http://www.springlakevillage.org)

<table>
<thead>
<tr>
<th>Time</th>
<th>Agenda Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 7:00 p.m.</td>
<td><strong>Commercial Facilities Tax (CFT) Exemption Discussion (Joy Gaasch, Chamber President)</strong>&lt;br&gt;As part of our ongoing Economic Development discussions related (but not limited) to the Epicurean Village, the prospect of offering CFT tax incentives was discussed at a staff level. There are pros and cons to incentivizing developers to locate with any local governmental unit (LGU). Joy will discuss what it could potentially mean to the Village to offer these incentives.</td>
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<td>2 7:20 p.m.</td>
<td><strong>N. Lake Street Sewer Repair (Wally Delamater)</strong>&lt;br&gt;There is a portion of sanitary sewer along N. Lake that has collapsed. Wally has obtained estimates from Clarence to perform the repair. He will have information to present to Council at the meeting.</td>
</tr>
<tr>
<td>3 7:40 p.m.</td>
<td><strong>S. Lake Street Pump Repair (Wally Delamater)</strong>&lt;br&gt;Of the two pumps in the S. Lake Street lift station, one is not performing, thereby eliminating any redundancy in the pumping capabilities. Wally has obtained a quote from Kennedy Pumps to replace the pumps with today’s technology. Per John Stuparits recommendation, Council had set aside $100,000 in the budget to perform repairs on this lift station this fiscal year.</td>
</tr>
<tr>
<td>4 7:50 p.m.</td>
<td><strong>Tanglefoot Analysis</strong>&lt;br&gt;Due to construction along Exchange Street in 2019, staff contemplated the financial ramifications of closing Tanglefoot Park for the 2019 season. At this time, only five seasonal campers have indicated that they would consider “toughing it out” while the force main is being installed. When considering noise (24-hour dewatering), vibration, access, dirt and other rather unpleasant variables, Council would need to render a policy decision on whether or not to close Tanglefoot Park for the 2019 season. The Parks &amp; Recreation committee did not have a quorum on November...</td>
</tr>
</tbody>
</table>
5 in order to offer their recommendation. However, Council liaison Susan Petrus was in attendance heard the viewpoints of those who did attend.

5 8:00 p.m. - Board & Committee Appointments

The following is a list of those board/committee appointments expiring in November. Each member received an application and invitation to reapply for their seat. Lou Draeger, Vince Blake & Jane Ladley have asked not to be reappointed.

<table>
<thead>
<tr>
<th>Board/Committee</th>
<th>Name</th>
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<tbody>
<tr>
<td>DDA</td>
<td>Lou Draeger</td>
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<tr>
<td>DDA</td>
<td>Vince Blake</td>
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<tr>
<td>DDA</td>
<td>Jim Willison</td>
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<tr>
<td>DDA</td>
<td>Gary Hanks</td>
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<tr>
<td>Historic Conservation Commission</td>
<td>Sherron Collins</td>
</tr>
<tr>
<td>Historic Conservation Commission</td>
<td>Jane Ladley</td>
</tr>
<tr>
<td>Historic Conservation Commission</td>
<td>vacancy</td>
</tr>
<tr>
<td>Parks &amp; Recreation Commission</td>
<td>Erik Poel</td>
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<tr>
<td>Planning Commission</td>
<td>Richard Martinus</td>
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<tr>
<td>Planning Commission</td>
<td>Chip Bonhoff</td>
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<tr>
<td>Planning Commission</td>
<td>Scott VanStrate</td>
</tr>
<tr>
<td>ZBA</td>
<td>Ernie Petrus</td>
</tr>
<tr>
<td>ZBA</td>
<td>Scott VanStrate</td>
</tr>
<tr>
<td>ZBA</td>
<td>Vince Blake</td>
</tr>
</tbody>
</table>

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

| DDA                                     | Lesley VanLeeuwen-Vega |
| DDA                                     | Bruce Callen           |
| ZBA                                     | Luke DeSmet            |

6 8:06 p.m. - Letter of Limited Engagement

With the results of the recent election indicating that RMJ is here to stay, it is time to contemplate how to regulate such facilities. Communities from throughout the state have engaged the services of Dickinson Wright to draft uniform language to address this issue. Please find enclosed a memo written by Grand Haven Charter Township Manager Bill Cargo to his Board of Trustees that essentially summarizes what will be happening in NW Ottawa County. The City of Grand Haven will be contemplating this at their November meeting, as will Fremysburg and Spring Lake Township.
7 8:13 p.m. - NOCH Ambulance Agreement

The agreement with NOCH for ambulance service expires on 12/31/18; this is a housekeeping item to extend the agreement to 2021.

8 8:15 p.m. - Street Light Contract

The corner of Exchange & Buchanan currently has no street light. Six months out of the year, it is very dark at that intersection during SLV & SLT public meetings. For safety reasons, staff is recommending installing a street light at that intersection.

9 8:17 p.m. - Ottawa County IT Service Agreement

Ottawa County has provided a new agreement for Local Unit Services. Our agreement is out-of-date. With the addition of new organizations, OC wants to standardize the agreement and provide a separate exhibit to detail the services if they are different. The differences are in the annual fixed costs hosted vs non-hosted.

10 8:20 p.m. - Waste Haulers Licensing

Approval of waste hauling licenses is typically a housekeeping item.

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<tr>
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<tbody>
<tr>
<td>Trash Collection 90-96 Gallon Container</td>
<td>$19.55/month</td>
<td>$19.00/month</td>
<td>$16.00/month</td>
</tr>
<tr>
<td>Curbside Recycling With Container Service</td>
<td>Included</td>
<td>Included</td>
<td>$6.50/month per bin</td>
</tr>
<tr>
<td>Bag Service</td>
<td>$1.50/bag + $8.80/month admin</td>
<td>$4.00/bag (100 bags/box)</td>
<td>$2.50/bag + $5.92/month admin</td>
</tr>
<tr>
<td>Curbside Recycling With Bag Service</td>
<td></td>
<td></td>
<td>$3.00/month</td>
</tr>
<tr>
<td>Yard Waste</td>
<td>$10.50/month (bag) $12.50/month (cart)</td>
<td>$90.00/season</td>
<td>$12.50/month + $25 activation fee</td>
</tr>
<tr>
<td>Christmas Trees</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Spring/Fall Clean-up</td>
<td>No Charge</td>
<td>No Charge</td>
<td>No Charge</td>
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11 8:23 p.m. - Budget Amendments (Marv Hinga)
<table>
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<tr>
<th>Time</th>
<th>Item</th>
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<tbody>
<tr>
<td>12:00</td>
<td>8:25 p.m. - Communications</td>
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<td></td>
<td>• Calendar - SLDL</td>
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<td></td>
<td>• Complaint - SLDL</td>
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<td></td>
<td>• Correspondence - SLDL</td>
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<td></td>
<td>• Exchange Street Project Update</td>
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<td></td>
<td>• MML - Top 13 Legal Cases Consequential to Michigan Municipalities</td>
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<tr>
<td></td>
<td>• Pavement Warranty Information</td>
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<tr>
<td>13:00</td>
<td>8:26 p.m. - Minutes</td>
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<tr>
<td></td>
<td>Minutes of the October 8, 2018 Work Session and October 15, 2018 regular meeting are attached for review. Should you wish to make edits, please share that information with Chris Bums or Maryann Fonkert prior to November 16, 2018.</td>
</tr>
<tr>
<td>14:00</td>
<td>8:27 p.m. - Public Comment</td>
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<td>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.</td>
</tr>
<tr>
<td>15:00</td>
<td>8:30 p.m. - Adjourn</td>
</tr>
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</table>
The following frequently asked questions are being provided as a service to assessors and taxpayers to better inform them about the administration of Public Act 255 of 1978, as amended.

Note: The information contained in these frequently asked questions constitutes an analysis of one or more statutes and not legal advice. Since the analysis is limited to general statutory requirements, individual facts may result in different conclusions being reached. Therefore, individuals may wish to consult legal counsel.

1. What is a Commercial Facilities Exemption?

   The Commercial Redevelopment Act (known as the Commercial Facilities Exemption), PA 255 of 1978, as amended, provides a tax incentive to commercial business enterprises to enable renovation and expansion of aging facilities and assist in the building of new facilities. A Commercial Redevelopment District (CRD) must be created prior to initiating a project so it is essential that you consult your local assessor before commencing a project. A Commercial Facilities Exemption Certificate entitles the facility to exemption from ad valorem real property taxes for a term of 1-12 years as determined by the local governmental unit. Applications are filed, reviewed, and approved by the local governmental unit. The State Tax Commission (STC) receives a copy of the certificate after issuance by the local governmental unit.

2. Who establishes a Commercial Redevelopment District?

   The legislative body of a qualified local governmental unit may establish a Commercial Redevelopment District on its own initiative or upon written request filed by the owner or owners of 75% of the state equalized value of the commercial property located within a proposed district.

3. Who can file an application for a Commercial Facilities Exemption Certificate (CFEC) and with whom is it filed?

   The owner or lessee of a commercial facility may file an application for a CFEC with the Clerk of the qualified local governmental unit that established the Commercial Redevelopment District.

4. How do I apply for a Commercial Facilities Exemption Certificate?

   Applications can be found on the Michigan Department of Treasury website: www.michigan.gov/propertytaxexemptions. Completed applications are filed with the Clerk of the local governmental unit and must be accompanied by the following documentation:

   a. A legal description of the property referred to in the application.
b. A statement describing the facility and its proposed project that must include all of the following items:
   1. General description of the facility (including year built, original use, most recent use, number of stories and square footage);
   2. General description of the proposed use of the facility;
   3. A description of the general nature and extent of the restoration, replacement or construction to be undertaken;
   4. A descriptive list of the fixed building equipment that will be a part of the facility, if applicable; and
   5. A time schedule for undertaking and completing the restoration, replacement or construction of the facility.

c. A statement of the economic advantages expected from the exemption, including the number of jobs retained or created due to the exemption, including expected construction employment.

5. Are there provisions in the application process that are time sensitive?

Yes. Work may not begin before the establishment of the district. After work has begun in an established district, the application must be filed with the clerk of the local governmental unit within 45 days. Also, in order to qualify for a State Education Tax (SET) exemption from the State Treasurer, applications and certificates must be completed and received by the State of Michigan no later than October 31st. An application received after October 31st will not be processed until the following tax year.

6. Who determines if a facility qualifies for a Commercial Facilities Exemption Certificate (CFEC)?

The determination of qualification for a CFEC is made by the local governmental unit (LGU) when the application is filed with the clerk. The LGU must determine whether or not an applicant meets the definitions of the Act.

7. Can an application for a Commercial Facilities Exemption Certificate be denied?

Yes. An application can be denied at the local unit level if all of the requirements are not met by the applicant.

8. What is the term of a Commercial Facilities Exemption Certificate (CFEC)?

The CFEC may be issued for a period of at least one (1) year, but not more than twelve (12) years. The total amount of time determined for the certificate, including any extensions, shall not exceed twelve (12) years after the completion of the facility. The certificate shall commence with its effective date and end on the December 30th immediately following the last day of the number of years approved.
9. **What determines the starting date of a Commercial Facilities Exemption Certificate (CFEC)?**

   The effective date of the CFEC is December 31st immediately following the date of issuance of the certificate by the local governmental unit.

10. **How is the tax computed on a Commercial Facilities Exemption Certificate?**

    **Restored Facility:** Multiply the total mills levied as ad valorem taxes for that year by all taxing units within which the facility is situated by the taxable value of the real property (excluding land) of the obsolete commercial property for the tax year immediately preceding the effective date of the commercial facilities exemption.

    **New or Replacement Facility:** Multiply 50% of the mills levied as ad valorem taxes for that year by all taxing units other than State Education Tax and multiply 100% of the mills levied as ad valorem taxes for that year for SET by the taxable value of the real property (excluding land) for the current tax year.

11. **Are special assessment millage rates impacted by the granting of a Commercial Facilities exemption?**

    Special assessment millage rates may be impacted. Millage-based special assessments levied under Public Act 33 of 1951 do not apply to property with a Commercial Facilities exemption. However, the special assessments would still be applicable to the land on which the Commercial Facilities exemption property is located. Conversely, for millage-based special assessments levied under public acts other than Public Act 33 of 1951, property with a Commercial Facilities exemption pays on the full special assessment millage rate, the same as any “ad valorem” property.

12. **What happens when an incomplete application for a Commercial Facilities Exemption Certificate is received?**

    The applicant will be contacted to submit the required items.

13. **What requirements must be met to gain approval for a Commercial Facilities Exemption Certificate at the local governmental unit level?**

    The owner or lessee of the property must file an application with the local governmental unit (LGU). The application shall contain or be accompanied by a general description of the facility, a general description of the proposed use of the facility, a detailed description of the nature and extent of the restoration, replacement or construction to be undertaken, a descriptive list of the fixed building equipment that will be a part of the facility, a time schedule for undertaking and completing the restoration, replacement or construction of
the facility, a statement of the economic advantages expected from the exemption, including the number of jobs to be retained or created as a result of the exemption, including expected construction employment; and additional information as may be required by the LGU. Since individual LGUs may have specific application procedures and requirements, it is recommended that prospective applicants consult with the LGU early in the project planning process.

14. **Can a Commercial Facilities Exemption Certificate (CFEC) be transferred?**

Yes. A CFEC may be transferred and assigned by the holder of the certificate to a new owner or lessee of the facility if the qualified local governmental unit approves the transfer after application by the new owner(s).

15. **Can a Commercial Facilities Exemption Certificate (CFEC) be revoked? If yes, who holds the authority to do so?**

Yes. The legislative body of the qualified local governmental unit (LGU) may, by resolution, revoke the CFEC of a facility if it finds that the completion of the restoration, replacement or construction of the facility has not occurred within two years of the effective date of the exemption or a greater time authorized by the LGU for good cause, or that the holder of the exemption certificate has not proceeded in good faith with the replacement, restoration or construction and operation of the facility in a manner consistent with the purpose of the exemption and in the absence of circumstances beyond the control of the holder of the exemption certificate.

16. **When does the revocation of a Commercial Facilities Exemption Certificate take effect?**

The revocation will take effect December 31st in the year in which the local governmental unit revokes the certificate by resolution.

17. **What is the definition of “commercial property?”**

MCL 207.653(3) defines “commercial property” as:

“land improvements classified by law for general ad valorem tax purposes as real property including real property assessable as personal property pursuant to section 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14, whether completed or in the process of construction, the primary purpose and use of which is the operation of a commercial business enterprise and shall include office, engineering, research and development, warehousing parts distribution, retail sales, hotel or motel development, and other commercial facilities but shall not include any of the following:

a. Land.”
b. Property of a public utility.
c. Housing, except that portion of a building containing nonhousing commercial activity.
d. Financial organizations.”

“Commercial property may be owned or leased. If, in the case of leased property, the lessee is liable for payment of ad valorem property taxes, and furnishes proof of that liability, the lessee is eligible for the exemption. If the lessor is liable for payment of ad valorem property taxes and furnishes proof of that liability, the lessor is eligible for the exemption.”

18. **What is the definition of “new facility?”**

MCL 207.654(2)(b) defines “new facility” as:

“Beginning July 1, 2008, new commercial property other than a replacement facility to be built in a redevelopment district that meets all of the following:

(i) Is located on property that is zoned to allow for mixed use that includes high-density residential use.

(ii) Is located in a qualified downtown revitalization district as defined in section 2 of the neighborhood enterprise zone act, 1992 PA 147, MCL 207.772.

(iii) The local governmental unit in which the new facility is to be located does all of the following:

(A) Establishes and implements an expedited local permitting and inspection process in the commercial redevelopment district.

(B) By resolution provides for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the commercial redevelopment district.”

19. **What is the definition of “obsolete commercial property?”**

MCL 207.654(3) defines “obsolete commercial property” as:

“commercial property the condition of which is impaired due to changes in design, construction, technology, or improved production processes, or damage due to fire, natural disaster, or general neglect.”

20. **What is the definition of “replacement facility?”**

MCL 207.654(5)(b) defines “replacement facility” as:
Frequently Asked Questions
Commercial Redevelopment Act
(PA 255 of 1978, as amended)

“Beginning July 1, 2008, commercial property on the same or contiguous land within the district which land is or is to be acquired, constructed, altered, or installed for the purpose of being submitted for obsolete commercial property and any part of the old altered property that remains for use as commercial property after the replacement, that meets all of the following:

(i) is located on property that is zoned to allow for mixed use that includes high-density residential use.

(ii) is located in a qualified downtown revitalization district as defined in section 2 of the neighborhood enterprise zone act, 1992 PA 147, MCL 207.772.

(iii) the local governmental unit in which the replacement facility is to be located does all of the following:

(A) establishes and implements an expedited local permitting and inspection process in the commercial redevelopment district.

(B) by resolution provides for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the commercial redevelopment district.”

21. What is the definition of “restoration?”

MCL 207.654(6) defines “restoration” as:

“Changes to obsolete commercial property other than replacement as may be required to restore the property, together with all appurtenances thereto, to an economically efficient condition. Restoration includes major renovation including but not limited to the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore the commercial property to an economically efficient condition. Restoration does not include improvements aggregating less than 10% of the true cash value of the property at commencement of the restoration of the commercial property.”

22. What is the definition of “restored facility?”

MCL 207.654(7) defines “restored facility” as:
“A facility that has undergone restoration.”

23. **What is the State Treasurer’s State Education Tax (SET) exclusion?**

Within sixty (60) days after the granting of a new Commercial Facilities Exemption Certificate, the State Treasurer may exempt 50% of the SET mills for a period not to exceed six (6) years. The State Treasurer will not grant more than 25 of these SET exclusions each year.

24. **What is required of the Local Governmental Unit regarding the yearly status reporting of the Commercial Facilities Exemptions to the State Tax Commission?**

Not later than October 15th of each year, each qualified local governmental unit granting a Commercial Facilities Exemption shall report to the State Tax Commission on the status of each exemption. The report must include the current value of the property to which the exemption pertains, the value on which the commercial facilities tax is based, and a current estimate of the number of jobs retained or created by the exemption.

25. **Where can I obtain copies of previously issued Commercial Redevelopment Act Certificates?**

Copies of certificates acted upon by the State Tax Commission after January 1, 2013, are available on the Department of Treasury website at: [www.michigan.gov/propertytaxexemption](http://www.michigan.gov/propertytaxexemption). Choose the exemption program under which the certificate was issued. Within the “Certificate Activity” link, the certificates are listed according to the date they were acted upon.
### Village of Spring Lake

#### Tanglefoot Park Analysis

<table>
<thead>
<tr>
<th></th>
<th>FY 2018-19 Budget</th>
<th>Projection for 2019</th>
<th>Projection 21 Sites Occupied</th>
<th>Projection 15 Sites Occupied</th>
<th>Projection 12 Sites Occupied</th>
</tr>
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<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Park Rentals</td>
<td>94,000.00</td>
<td>-</td>
<td>64,575.00</td>
<td>46,125.00</td>
<td>36,900.00</td>
</tr>
</tbody>
</table>
| Electric Fees          | 6,750.00          | -                   | 5,415.92                     | 3,970.00                     | 3,115.38                     | Budget based on 26 Seasonal tenants
| Dock Rentals           | 11,000.00         | -                   | 11,000.00                    | 11,000.00                    | 11,000.00                    | Assumes no dock rental if park is closed
| Laundry Revenues       | 500.00            | -                   | 250.00                       | 180.00                       | 150.00                       |
| **Total Revenues**     | 112,250.00        | -                   | 81,276.92                    | 61,275.00                    | 51,165.38                    |

| **Expenses**           |                   |                     |                              |                              |                              |
| Full Time wages        | 7,510.00          | 200.00              | 6,500.00                     | 6,250.00                     | 6,000.00                     |
| Overtime Pay           | 154.00            | -                   | 100.00                       | 80.00                        | 75.00                        |
| Part Time Wages        | 1,744.00          | 225.00              | 1,500.00                     | 1,400.00                     | 1,250.00                     |
| Park Manager Wages     | 15,400.00         | -                   | 14,630.00                    | 14,630.00                    | 14,630.00                    | With no transients, assumes a 5% reduction in hours
| Social Security        | 2,200.00          | 32.51               | 1,738.85                     | 1,710.54                     | 1,679.56                     |
| Retirement Fund Contri| 1,850.00          | 1,850.00            | 1,850.00                     | 1,850.00                     | 1,850.00                     |
| Dental Insurance       | 157.00            | 157.00              | 157.00                       | 157.00                       | 157.00                       |
| Vision Care Reimbursement | 40.00            | 40.00               | 40.00                        | 40.00                        | 40.00                        |
| Medical Insurance      | 1,456.00          | 1,456.00            | 1,456.00                     | 1,456.00                     | 1,456.00                     |
| Life Insurance         | 121.00            | 121.00              | 121.00                       | 121.00                       | 121.00                       |
| Worker's Comp          | 165.00            | 165.00              | 165.00                       | 165.00                       | 165.00                       |
| Operating Supplies     | 1,250.00          | 100.00              | 1,250.00                     | 1,250.00                     | 1,250.00                     |
| Repairs & Maintenance Supplies | 1,500.00 | 200.00 | 1,500.00 | 1,500.00 | 1,500.00 |
| Professional Services  | 2,625.00          | 1,600.00            | 2,625.00                     | 2,625.00                     | 2,625.00                     | Assumes muskrat removal at $1,600/yr. |
| Internet Service       | 1,000.00          | 120.00              | 1,000.00                     | 1,000.00                     | 1,000.00                     |
| Trash Collection       | 1,000.00          | -                   | 700.00                       | 700.00                       | 700.00                       | Assumes every other week pickup for 12 & 15 sites
| Printing and Publishing| 700.00            | -                   | 700.00                       | 700.00                       | 700.00                       |
| Insurance              | 1,250.00          | 1,250.00            | 1,250.00                     | 1,250.00                     | 1,250.00                     |
| Electric Service       | 8,000.00          | 150.00              | 7,000.00                     | 6,500.00                     | 6,000.00                     |
| Water & Sewer          | 2,800.00          | 1,765.84            | 2,700.00                     | 2,600.00                     | 2,500.00                     |
| Natural Gas            | 650.00            | 441.84              | 650.00                       | 650.00                       | 650.00                       |
| Building Repairs       | 10,000.00         | 500.00              | 7,500.00                     | 7,500.00                     | 7,500.00                     |
| Equipment Usage        | 1,000.00          | 500.00              | 800.00                       | 800.00                       | 700.00                       |
| Miscellaneous          | 300.00            | -                   | 250.00                       | 225.00                       | 200.00                       |
| Capital Outlay         | 375.00            | -                   | 375.00                       | 375.00                       | 375.00                       |
| Dock Storage           | 5,500.00          | 5,500.00            | 5,500.00                     | 5,500.00                     | 5,500.00                     |
| **Total Expenses**     | 68,747.00         | 16,374.19           | 62,357.85                    | 61,034.54                    | 59,873.56                    |

| **Gain/(Loss)**        | 43,503.00         | (16,374.19)         | 18,919.08                    | 240.46                       | (8,708.17)                    |
Board and Commission Application

102 W. Savidge, Spring Lake, MI 49456
P: (616) 842-1393 F: (616) 847-1393
Email: christine@springlakevillage.org

Village of Spring Lake
OCT 31 2018

Name: BRUCE CALLEN
Date: 10-26-2018

Address: 15172 CARROCK WAY
Home Phone: (616) 240-9080

Email Address: bcallen@callenengineering.com Cell Phone: (616) 240-9080

Years as a Village Resident: 0
Occupation: CIVIL ENGINEER

Background/Interests: PLEASE SEE ATTACHED.

Please check the board(s) or commission(s) that you would be willing to serve on:

☐ Village Council ☐ Lloyd's Bayou Lake Board ☐ Beautification Volunteer
☐ Planning Commission (3) ☐ Historic Commission ☒ DDA (4)
☐ Zoning Board of Appeals (2) ☐ Library Liaison (1) ☐
☐ Parks & Recreation/Tree Board (1) ☐ Spring Lake Lake Board

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an "as needed" basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

☒ Yes  ☐ No  ☐ Seasonally – from _______________ to _______________

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

PLEASE SEE ATTACHED

Concerns for the Village, if any:

I HAVE NO CONCERNS

The Village of Spring Lake assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Village of Spring Lake further assures every effort will be made to ensure nondiscrimination in all of its committees, programs and activities, regardless of the funding source.

1 Please attach a resume.
Bruce A. Callen, P.E.
Callen Engineering, Inc.
113 W. Savidge Street, Suite B
Spring Lake, MI 49456

Background/Interests

I am a Civil Engineer. My interests include landscaping, and water activities.

Why would I like to serve on the DDA?

The Village of Spring Lake (Village), its consultant, residents/property owners, and business owners recently put a lot of thought and effort in establishing the new master plan. As both a property owner and business owner in the village, I have a vested interest in upholding our collective desires manifested in the master plan. I am eager and excited to have things happen in the Village.

As a civil engineer that specializes in site development since 1996, having worked in many municipalities, I feel I am uniquely (and specifically) suited to provide a technical perspective with regard to urban planning, site geometrics, grading and drainage, and utilities.

With Ms. VanKampen’s development, and potentially others, approaching, we really need to pay attention to many issues in the downtown core if we are to successfully promote economic development; namely ensuring adequate parking, pedestrian/ADA accessibility, lighting, drainage, fire protection and emergency access, and utility availability.

I like the excitement and level of participation/involvement the DDA has brought to the Village, and I want to contribute.

Concerns for the Village, if any?

I have no concerns.
Board and Commission Application

Village of Spring Lake
102 W. Savidge, Spring Lake, MI 49456
P: (616) 842-1393  F: (616) 847-1393
Email: christine@springlakevillage.org

Name: Gary Hanks Date: 10/24/18
Address: 116 S. Jackson St. Home Phone: (_______)

Email Address: gary@sevenstepsup.com Cell Phone: (231) 557-7687

Years as a Village Resident: 15 Occupation: Retired

Background/Interests: Music

Please check the board(s) or commission(s) that you would be willing to serve on:

☐ Village Council ☐ Lloyd’s Bayou Lake Board ☐ Beautification Volunteer
☐ Planning Commission (3) ☐ Historic Commission ☐ DDA (4)
☐ Zoning Board of Appeals (2) ☐ Library Liaison (1) ☐
☐ Parks & Recreation/Tree Board (1) ☐ Spring Lake Lake Board

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an “as needed” basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

☐ Yes ☐ No ☐ Seasonally – from _____________ to _____________

Why would you like to be on the board(s) or commission(s) you have selected? (Please use reverse side if necessary)

Help promote local businesses and making the Village a destination for resident and out of town shoppers.
Continued improvements: beautification and recreation that improves the quality of life for residents

Concerns for the Village; if any:
Affordable housing. Cost of infrastructure improvements.

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Gary Hanks

1 Please attach a resume.
Board and Commission Application

Name: LESLEY VAN LEEUWEN-VEGA  Telephone: 614.617.8289
Address: 718 FALL STREET  Date: 4.30.2018
Email Address: LESLEY@I WANTGOODWORK.COM

Years as a Village Resident: 12  Occupation: GRAPHIC DESIGNER / WRITER

Background/Interests: I OWNED MY DESIGN STUDIO FOR 20 YEARS AND
WOULD PLAN TO BRING MY MARKETING SKILLS AND CREATIVE INTERESTS
TO THE DDA TEAM.

Please check the board(s) or commission(s) that you would be willing to serve on:

☐ Village Council  ☐ Friends of Barber School  ☐ Beautification Committee
☐ Planning Commission  ☐ Historic Commission  ☐ DDA
☐ Zoning Board of Appeals  ☐ Development Area Citizens Council  ☐ Library Liaison
☐ Parks & Recreation/Tree Board  ☐ Spring Lake Lake Board  ☐ Lloyd's Bayou

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☐ Yes  ☐ No  ☐ Seasonally – from __________ to __________

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

OVER THE YEARS, I'VE SERVED ON THE HISTORIC COMMISSION AND BEAUTIFICATION
COMMITTEE AND CURRENTLY SIT ON THE PLANNING COMMISSION BOARD. I BELIEVE
MY INTEREST IN THE GROWTH AND VIBRANCY OF THE VILLAGE AND MY INVOLVEMENT
IN DDA PROJECTS, MAKES THIS POSITION A PARTICULARLY GOOD FIT.

Concerns for the Village; if any:

CONTINUING TO WORK ON MAKING THE VILLAGE A DESTINATION—AND DRIVING WHAT
WE CAN TO SUPPORT SMALL BUSINESS RENOVATION IN THOSE EFFORTS.

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1 Please attach a resume.
Board and Commission Application
102 W. Savidge, Spring Lake, MI 49456
P: (616) 842-1393 F: (616) 847-1393
Email: christine@springlakevillage.org

Name: James Wilson                     Date: 10/8/18

Address: 626 E. Savidge st             Home Phone: (_____)

Email Address: TrinityAuto6@gmail.com  Cell Phone: (616) 446-4492

Years as a Village Resident: 15        Occupation:\ Owner/Auto Tech

Background/Interests: 30 yrs Master Automotive Tech 15 yrs Business owner
                       Hunting, Fishing, Camping, Travel, Community

Please check the board(s) or commission(s) that you would be willing to serve on:

☐ Village Council       ☐ Lloyd's Bayou Lake Board       ☐ Beautification Volunteer
☒ Planning Commission (2) ☒ Historic Commission (2)   ☒ DDA (4)
☒ Zoning Board of Appeals (2)  ☐ Library Liaison (1)    ☐
☒ Parks & Recreation/Tree Board (1)  ☐ Spring Lake Lake Board

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an “as needed” basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

☒ Yes ☐ No ☐ Seasonally – from ______________ to ______________

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

Helping to shape the Community in a positive way. Bringing insight as a resident and local business owner.

Concerns for the Village; if any:

________________________________________________________________________
________________________________________________________________________

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1 Please attach a resume.
I am a A.S.E. certified Master with L1 advanced level engine performance certification with 29 years experience in the automotive field. I have been a owner operator for about 14 years. I have had regular training each year to stay current as a Tech. As a owner I attend training seminars and conferences to stay current with the business side of my industry. I have worked in most types of automotive businesses such as Dealerships, Exhaust shops, Tires shops and Independent repair shops. I believe this helps me better understand my competition. I’ve grown Tri City Auto Repair from just me to six employees plus my wife and I by investing in people and community.

I am a active member of the Tri City Chamber of Commerce to help grow my business and my community. I attend and host Chamber events. I am a member of Spring Lake DDA to help shape my community. We (my daughters and I) organize charity’s annually for Love in Action (formally Love INC.) a Back pack food drive that provides easy to prepare meals for local children that may not be getting regular meals on weekends do to absent parents. We also do a veterans raffle to raise money to help local low income and homeless veterans throw the local VFW post # 2326 ( last year we sold $3600 in raffle tickets)I rallied the entire Tri City Auto Team to provide yard work Providence Place and packing supplies for International Aid. It does feel good to help but I believe it is also important to encourage others to get involved.

2004-present
Tri City Auto Repair as a Master tech, customer service adviser and owner.
+
1996-2004
Ervin’e Auto Repair as a master tech and service adviser.

1994-1996
Belle Tire & Auto as a master tech and Truck tech.

1991-1994
Rhonda Tire and Auto as soul technician.

1990-1991
Tuffy muffler & Auto as a tech.

1989-1990
Toyota of Grand Rapids as a alignment tech.

1988-1989
Pfeiffer Lincoln Mercury as a alignment tech.

I attended Creston high school, Kent skills center, Grand rapids Tech center as well as GM training school. I have received a weeks training just about every year for the last twenty years.

My hobby’s are kayaking, fishing, hunting, camping and riding motorcycle. I enjoy spending this time with my family. (wife, children and grand children)

Certification #’s A.S.E. master & L1 #ASE-2294-4539
State of Michigan #M188083

Thanks
James J Willison Sr
Board and Commission Application

Name: Sherron T. Collins
PO Box 293
613 Summervale
Spring Lake, MI 49466-0293

Telephone: 616-881-2382

Address: ___________________________ Date: 5/11/2017

Email Address: Collins_sherron@gmail.com

Years as a Village Resident: 22 Occupation: retired

Background/Interests: Served on Heritage Festival committee for about 17 years. Continue to volunteer there.

Please check the board(s) or commission(s) that you would be willing to serve on:

☐ Village Council
☐ Planning Commission
☐ Zoning Board of Appeals
☐ Parks & Recreation/Tree Board
☐ Friends of Barber School
☒ Historic Commission
☐ Development Area Citizens Council
☐ Spring Lake Lake Board
☐ Beautification Committee
☐ DDA
☐ Library Liaison
☐ Lloyd’s Bayou

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an “as needed” basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

☒ Yes   ☐ No   ☐ Seasonally – from __________ to __________

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

I’m interested in preserving history and appreciating physical/built parts of the area. Currently working weekly on the Heritage Festival Archive.

Concerns for the Village; if any:

__________________________________________________________________________________

__________________________________________________________________________________

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1 Please attach a resume.
Name: Erik Poel
Date: 10/22/18

Address: 118 E. Ann St.

Home Phone: 

Email Address: egpoel@gmail.com
Cell Phone: (616) 989-7205

Years as a Village Resident: 17
Occupation: Engineering and Technical Support

Background/Interests: A little bit of everything. However, the majority of my time is spent travelling across the state for girls' D1A soccer.

Please check the board(s) or commission(s) that you would be willing to serve on:

☐ Village Council  ☐ Lloyd's Bayou Lake Board  ☐ Beautification Volunteer
☐ Planning Commission (3)  ☐ Historic Commission  ☐ DDA (4)
☐ Zoning Board of Appeals (2)  ☐ Library Liaison (1)
☒ Parks & Recreation/Tree Board (1)  ☐ Spring Lake Lake Board

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an “as needed” basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

☒ Yes  ☐ No  ☐ Seasonally – from ___________ to ___________

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

I have served on this board for almost 5 years.

Concerns for the Village; if any:

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Please attach a resume.
Board and Commission Application
102 W. Savidge, Spring Lake, MI 49456
P: (616) 842-1393 F: (616) 847-1393
Email: christine@springlakevillage.org

Name: Chip Bohnhoff Date: 10/23/18
Address: 222 1/2 W. Savidge #2 Home Phone: ( )
Email Address: cbohnhoff@springlakevillage.org Cell Phone: (231) 578-4039

Years as a Village Resident: 8 Occupation: Banker

Background/Interests: Currently a member of the Planning Commission and Historic Commission.

Please check the board(s) or commission(s) that you would be willing to serve on:

☐ Village Council ☐ Lloyd’s Bayou Lake Board ☐ Beautification Volunteer
☒ Planning Commission (2) ☐ Historic Commission (2) ☐ DDA (4)
☐ Zoning Board of Appeals (2) ☐ Library Liaison (1) ☐
☐ Parks & Recreation/Tree Board (1) ☐ Spring Lake Lake Board ☐

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an “as needed” basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

☒ Yes ☐ No ☐ Seasonally – from _____________ to _____________

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

Wanting to Serve a 2nd Term.

Concerns for the Village; if any:

We are moving forward in an amazing way!!

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1 Please attach a resume.
Board and Commission Application
102 W. Savidge, Spring Lake, MI 49456
P: (616) 842-1393 F: (616) 847-1393
Email: christine@springlakevillage.org

Name: Richard K. Martinus
Date: 10-25-18

Address: 209 So Park Street
Home Phone: (616) 897-0142

Email Address: Richard.Martinus@planetcarbon.com
Cell Phone: (616) 745-2146

Years as a Village Resident: 30
Occupation: CFO - Corporate Controller - Finance

Background/Interests: Finance with a challenge to communicate numbers and how it can impact businesses or personal life. Make a positive, coordinating winning teams in soccer, basketball, and cornhole. Volunteer for SLHF (Spring Lake Heritage Festival).

Please check the board(s) or commission(s) that you would be willing to serve on:

- Village Council
- Planning Commission (2)
- Zoning Board of Appeals (2)
- Parks & Recreation/Tree Board (1)
- Lloyd's Bayou Lake Board
- Historic Commission (2)
- Library Liaison (1)
- Spring Lake Lake Board
- Beautification Volunteer
- DDA (4)
- Board of Appeals
- Library Liaison
- Parks & Recreation/Tree Board

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an "as needed" basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

- Yes
- No
- Seasonally - from __________ to __________

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

Passion to make my community a better place to live. And work! My insight in business gives me the ability to help strive to make my town/community a "cool" destination spot.

Concerns for the Village; if any:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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Please attach a resume.
EXECUTIVE PROFILE

Chief Financial Officer / Corporate Controller CFO / with integrity, a strong work ethic and a proven track record of solving financial and operational challenges of companies going through rapid growth, economic downturns and turnaround situations. Demonstrated ability to handle both strategic and tactical financial issues. Expert in simplifying the financial story of what makes companies successful. Possess outstanding financial modeling & PowerPoint presentation skills as teacher & power user.

CFO / Executive Vice President responsible for Accounting, Finance, Credit, Customer Service, Purchasing, Custom Sales, Contracts, Materials, Human Resources and administrative functions of a ~$80 million office furniture manufacturing company. Possess strong people and technical skills. A team player, who effectively resolves complex issues, communicates with all levels, and motivates people.

CAREER HISTORY

Plasan Carbon Components Inc., Walker, Michigan (January 2014 to present) Corporate Controller
PCC is a ~$100 million Tier 1 automotive supplier-Corvette, Viper, exotic car carbon fiber body parts

Metalworks is a ~$60 million office furniture manufacturing company that sells a full breath of filing & storage solutions to the Commercial, Government and OEM markets.

Trendway Corporation is a ~$80 million Family Owned office furniture manufacturing company that sells a full breath of work solutions to the Commercial and Government markets.

Monroe Inc., is a ~$40 million Family Owned Tier 1 & 2 automotive manufacturer / tool supplier that provided 70% of the domestic produced pointers & gages of American made automobiles.

PROFESSIONAL ACCOMPLISHMENTS

Creative, Insightful, Team Oriented Finance Leader
♦ Creative ability to enthusiastically tell the story of what transpired in a given month or quarter or is projected going forward to individuals at all levels including finance and non-finance managers.
♦ Results oriented leader with experience in corporate financial & strategic planning, manufacturing & investment accounting, foreign currency, internal controls, and progressive improvement initiatives.
♦ Strong interpersonal and communication skills; experience in effectively communicating key data.

Finance, Accounting, Treasury and Cash Management
♦ Negotiated bank relationships to ensure adequate source of financing with the best pricing and terms.
♦ Created a 13 week Cash Forecasting Tool & Process to navigate cash flow management.
♦ Secured Government Grant & Private Equity financing to support business growth.
♦ Reviewed and interpreted Financial Statements to the Board of Directors, Leadership & Employees.
♦ Implemented strong financial controls to protect company assets including positive pay & internal audits

Employee Stock Ownership Plan (ESOP)
♦ At direction of Founder, led & implemented an ESOP providing 25% Employee Stock Ownership. Sole trustee of the ESOP. ESOP built an owner / employee culture of shared high standards & expectations.
♦ Provided leadership of the annual valuation; repurchase obligation; employee communication programs and dividend / contribution strategy. Shareholder value creation of +70% over the last 4 years!
♦ Implemented an employee 401K committee to increase employee participation in retirement planning. Increased company participation from 58% to 90%!
Richard K. Martinus

Financial / Business Planning & Analysis
♦ Managed all financial reporting, annual profit plan, financial/strategic planning, 13 week cash forecasting, business intelligence / analytics, and competitive industry comparisons.
♦ Facilitator of executive staff reviews and board meetings. Key advisor to all areas of the operation.

Tax Strategy
♦ Implemented significant tax savings including R&D tax credits; property tax abatements; successful appeal of real property value reduction; domestic manufacturing deduction; GRATS reducing owner future estate tax. NEXUS strategy to minimize state tax risks; successful negotiations of VDA’s.

Insurance & Risk Management
♦ Medical – Working with strategic partners, led self-insured medical insurance program. Implemented Health Savings Account (HSA) option; wellness and creative Rx plans.
♦ Property & Casualty – Implemented Captive Insurance identified as “best practice” by insurance providers resulting in a 35% savings.
♦ Wellness - Created a wellness committee to support employee wellness activities.

Product, Channel, Customer Profitability & Pricing
♦ Led the development team and implementation of a continuous financial cost analysis system including product line profitability and mix statements (activity based cost driven). Business partner to operations.
♦ Implemented creative target pricing strategies in support of sales management.

Acquisitions
♦ Coordinated and managed the due diligence, valuation, purchase and integration of multi-million dollar acquisitions. Established company’s acquisition policy, target criteria and team formation.

Negotiations with Suppliers
♦ Treated suppliers as partners. Led team responsible for relationships and agreements with key domestic and foreign suppliers on ‘should be’ costing, payable terms, receivables & quality issues.

PRIOR EMPLOYMENT

MONROE INC. – CFO REPORTING TO OWNER AND PRESIDENT (2000-2005)
♦ Played a significant role in company turnaround and return to profitability through process solutions.

KNOLL INC. / WESTINGHOUSE FURNITURE - DIRECTOR OF FINANCIAL PLANNING & ACCOUNTING
♦ Reporting to the CFO participated in growth of Westinghouse Furniture Business Unit from $60 million to $800 Million Global Office Furniture Manufacturing Unit renamed the Knoll Group.
♦ Presented with limited edition Triple Tombstone Award by Chairman of Westinghouse Electric for extraordinary effort in Knoll Group acquisition & consolidation process (Knoll, REFF and Shaw Walker).
♦ Financial coordinator of Puerto Rico, Canada Subsidiaries and Mexico joint ventures.

Power user of Microsoft Office Products – Excel, PowerPoint, Word, and Project.

CERTIFICATIONS / EDUCATION

CERTIFIED MANAGEMENT ACCOUNTANT (CMA), Institute of Certified Management Accountants
HOPE COLLEGE - Business Administration/Economics
MICHIGAN STATE UNIVERSITY - Graduate Studies- MBA Finance
FEI – FINANCIAL EXECUTIVE INTERNATIONAL 2005-PRESENT
INSTITUTE OF MANAGEMENT ACCOUNTANTS – Past President, Regional & State Director

COACH - St. Patrick’s boys’ basketball & soccer. City Champions; AYBT National Champions
Board and Commission Application

Name: Scott Van Strate 

Address: 726 Winter 

Home Phone: (616) 846-9786

Email Address: scottvanstrate@charter.net

Cell Phone: ( )

Years as a Village Resident: (5) 

Occupation: Manufacturing

Background/Interests:

Please check the board(s) or commission(s) that you would be willing to serve on:

☐ Village Council  ☐ Lloyd’s Bayou Lake Board  ☐ Beautification Volunteer
☐ Planning Commission (2)  ☐ Historic Commission (2)  ☐ DDA (4)
☐ Zoning Board of Appeals (2)  ☐ Library Liaison (1)
☐ Parks & Recreation/Tree Board (1)  ☐ Spring Lake Lake Board

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☐ Yes  ☐ No  ☐ Seasonally – from __________ to __________

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

Already on These committee’s

Concerns for the Village; if any:

__________________________________________________

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1 Please attach a resume.
Board and Commission Application

Name: Luke DeSmet

Address: 317 Mark St.

Email Address: Luke.R.desmet@gmail.com

Years as a Village Resident: 1

Occupation: Environmental Engineer


Please check the board(s) or commission(s) that you would be willing to serve on:

☑ Village Council
☑ Planning Commission
☑ Zoning Board of Appeals
☑ Parks & Recreation/Tree Board
☐ Friends of Barber School
☑ Historic Commission
☑ Development Area Citizens Council
☐ Spring Lake Lake Board
☑ Beautification Committee
☐ DDA
☐ Library Liaison
☐ Lloyd’s Bayou

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an “as needed” basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

☑ Yes  ☐ No  ☐ Seasonally – from ______ to ______

Why would you like to be on the board(s) or commission(s) you have selected: (Please use reverse side if necessary)

I recently moved here from Chicago, my wife and I intend to start our family here. As an environmental engineering and storm water operator I have skills that can benefit the Village. I am 27 years old and believe that having my demographic (young first time home buyer, planning to raise kids) is important to the health of the Council/Village.

Concerns for the Village, if any:

I have noticed there is a disease effecting many of the city’s planted trees (I have begun researching replacements). I have a lot of experience designing and testing wastewater systems, I would like to be involved in these discussions. I have scheduled a tour with the Grand Haven Sewer Authority (for my job) but intend to get their input on this.

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1 Please attach a resume.
Luke DeSmet
Luke.r.desmet@gmail.com

317 Mark Street
Spring Lake MI, 49456
231.343.8001

Education

**Michigan State University, East Lansing, MI**

- Bachelor of Science, Biosystems Engineering, Ecosystems Concentration
- 129 credits with a 3.4698/4.0 GPA

Experience

**Environmental Engineer, Automatic Spring Products Corporation**
Dec 2017-Present

Process owner of the Environmental Management System at an automotive spring and stamping manufacturing facility in Grand Haven Michigan. I manage all environmental compliance obligations, chemicals and waste streams for two facilities. Additional primary duties include internal auditing, reporting, document creation/control, training and safety committee member.

- Created company's SWPPP (NPDES), compliance schedule and employee training. Ensure compliance as their Certified Industrial Storm Water Operator: I-15491.
- In charge of Spill, Fire and Accident incident investigations, departmental chemical and SDS document control, HMIS labeling and new chemical purchases.
- Team lead in ISO14001, IATF 16949 and New Part Launch internal auditing programs.
  - Complete CQI-9 audits (AIAG certified).
-Owned Reports & Audits: SPCC, SWPPP (NPDES), NEC, MAERS, GHG, Sara Title III, REACH, Conflict Minerals, RoHS3, Proposition 65, MBP3, Municipal Waste Water, Industrial User Permit, Clean Corporate Citizen, E-manifesting, PFAS.
- Waste and Recycling Streams Managed: Storm and wastewater, used oil, hazardous waste (solvents, inkjet, Dykem, alkaline cleaners, rust preventatives, grinding swarf), general garbage, and universal waste. Recycled water, Zinc and Phosphate fallout from a coating line, various types of metal, used cobb, paper, plastic and TCO2.

**Technical Support Engineer, Oracle**
September 2013-December 2017

Served as liaison for corporate clients to find resolution through root cause analyses and technical troubleshooting for issues of differing business impact in Chicago Illinois.

- Built and maintained effective relationships with consulting, development and sales teams in order to expand impact and refine business acumen.
- Operating in the SaS sector, specifically CPQ, provided a thorough knowledge of XML/XSL, CSS, HTML, JavaScript and BML (BigMachines Markup Language).
- Owned role as a Knowledge Management coach which is the primary location for all technical resources available to both internal resources and customers.
- Trained three new hires in Dalian China on CPQ platform for two months.

**Technical Assistant, MSU College of Engineering**
Spring 2012-Spring 2013

- Mentored two 45-student labs for EGR 100 & 102, intro engineering and programming courses.
- Taught technical writing, advanced Excel and MatLab and programming NXT robots.

**Sailing Instructor, MSU Recreation and Sports Services**
Fall 2011-Fall 2013

- Co-instructed three Kin 101 sailing courses per season each with approximately 20 students.
- Gave private lessons off-season, maintained site and boats, CPR & AED certified.

**Senior Design Project, Michigan State University**
Fall 2012- Spring 2013

Designed and constructed a continuous Electro-Coagulation Flotation reactor for the removal of particulates from poultry anaerobic digestate for DQY industries. The process resulted in reclaimed water and nutrient rich sludge capable of refinement into profitable fertilizers.

- DQY gave MSU an additional $100,000 grant to continue research after receiving the report.
Name: **Ernie Petrus**  
Date: **10/8/18**

Address: 407 Barborst  
Home Phone: (____)________

Email Address: petrusf@adl.com  
Cell Phone: (314) 276-0000

Years as a Village Resident: **6**  
Occupation\(^1\): **Teacher**

Background/Interests: **Consumer Products: Sales, Marketing & Strategic Planning, Business Coach, Teacher at MCC, Sports & Family**

Please check the board(s) or commission(s) that you would be willing to serve on:

- Village Council
- Planning Commission (2)
- Zoning Board of Appeals (2)  
- Parks & Recreation/Tree Board (1)
- Lloyd's Bayou Lake Board
- Historic Commission (2)
- Library Liaison (1)
- Spring Lake Lake Board
- Beautification Volunteer
- DDA (4)

The above boards typically meet on a monthly basis, with the exception of the ZBA which meets on an "as needed" basis. Quorums are required for any board to act, so attendance is important. Do you feel the other board members can count on your regular attendance so that business can be conducted?

- Yes  
- No  
- Seasonally – from ________ to ________

Why would you like to be on the board(s) or commission(s) you have selected:  
(Please use reverse side if necessary)

I am already a member

Concerns for the Village; if any:

The Village of Spring Lake assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Village of Spring Lake further assures every effort will be made to ensure nondiscrimination in all of its committees, programs and activities, regardless of the funding source.

\(^1\) Please attach a resume.
Proposal 1 passed within the State of Michigan with about 57% of the vote. However, it is noted that the ballot measure failed in both Ottawa County (with 57.6% voting “No”) and in Grand Haven Charter Township (with 51.2% voting “No”).

Although the actual ballot language was 134 words, the full text of the initiative is about 6,515 words in length. As a result, the Marijuana Initiative is somewhat complex and it is expected that the State of Michigan will need about 12 months to finalize the accompanying regulations.

**General Recommendation if the Township Wants to “Opt Out”:**

The recommendation of Township’s legal firm (i.e., Dickinson Wright) if the Township elected officials determine to “opt out” of the commercialization of marijuana is to adopt two ordinances. The first ordinance will be a general “opt out” ordinance, prohibiting marihuana establishments as defined under the Michigan Regulation and Taxation of Marihuana Act.

The second ordinance will be a zoning ordinance that repeats the prohibition of marihuana facilities.

**Scheduling:**

The general opt out ordinance can be adopted quickly, so that the Township is on record as having opted out. A first reading could be held as early as November 26th with a second reading on December 10th.

The zoning ordinance will take longer to adopt because the ordinance must be the subject of a Planning Commission public hearing before it can be considered for adoption. The purpose of the zoning ordinance “opt out” amendment is to protect Grand Haven Township from being attacked for adopting only the general “opt out” ordinance and thus, arguably, regulating land uses without completing the zoning process.
A public hearing on the Zoning ordinance “opt out” amendment could be held as early as December 3rd.

These two ordinances can be adopted and in place well before Michigan has finished its regulations for marihuana establishments under the Act. (*Michigan has a year to prepare the marijuana regulations, but it is not obligated to take that long.*)

**Action:**

At this stage, staff is requesting that the elected officials (1) direct legal staff to prepare the necessary “opt-out” ordinance; (2) direct Township staff to immediately include the “opt-out” ordinance on the next Board agendas; and, (3) direct Township staff to schedule a public hearing by the Planning Commission on the related “opt out” zoning ordinance amendments.

Please contact me if you have any questions or comments prior to the meeting.
You have expressed an interest in being part of a consortium of local governmental units seeking direction on the recreational marijuana ballot proposal. Please find attached an engagement letter that needs to be signed and returned to us asap for us to include you in the consortium. The services to be provided as part of the consortium are outlined in the engagement letter.

Please call Ron Bultje at (616) 336-1007 if you have any questions.
LETTER OF LIMITED ENGAGEMENT

October 19, 2018

Via Email Only

Spring Lake, Village of
Attention: Christine Burns, Manager christine@springlakevillage.org

Re: Proposal 18-1 (“Proposal 1”)
Michigan Regulation and Taxation of Marihuana Act (the “Act”)

Dear Ms. Burns:

Next month, voters in the State of Michigan will be asked to vote on Proposal 1. If Proposal 1 passes, the Act will take effect ten days after the election results are certified.

Your municipality has indicated a desire to participate in a consortium of local governmental units seeking direction to the many questions and issues that will arise if the Act takes effect. Dickinson Wright has been asked to offer its legal services to those local units of government in the consortium.

To formalize your desire to be part of the consortium of local units of government, and to establish a relationship between your municipality and Dickinson Wright, we are asking that you sign this letter of limited engagement and return it to us as soon as possible, with a payment of $700.00. Scanning the document and emailing it to us is perfectly acceptable.

For those local units of government that opt in to this consortium and request services from us, we will provide the following:

1. A sample ordinance by which a local unit of government may prohibit marijuana establishments within its borders;
2. A discussion of options and issues to consider if a local unit of government alternatively wants to regulate marijuana establishments within its borders (there are far too many variables for us to attempt to prepare a model ordinance for that purpose);
3. Advice regarding employment relationships with the employees of a local unit of government;
4. Advice regarding sellers of marijuana paraphernalia in a local unit whether or not the local unit prohibits marijuana establishments; and
5. A regulatory or police power ordinance that a local unit of government may wish to consider regarding the use and possession of marijuana.
We will not wait to see if Proposal 1 passes before we begin our work. Rather, we have already begun work on these issues and will be prepared to provide you with the results of our work before or promptly after the election, before the Act would take effect if Proposal 1 passes. Even if Proposal 1 does not pass, we will still provide you with our work product.

This letter of limited engagement, and the payment of the required fee, will entitle your municipality to receive our work product as summarized above. In the event your municipality seeks additional services from us after we provide you our work product, we will need to negotiate the terms of those additional services at that time. Otherwise, our limited engagement under the terms of this letter will conclude upon the delivery of our work product.

Finally, we must disclose that our firm does provide certain services to clients involved in the medical cannabis industry who may wish to expand their business to include recreational cannabis if Proposal 1 passes. We do not currently have a legal conflict of interest that would preclude us from representing your municipality.

We thank you for your consideration of this matter and look forward to hearing from and working with you.

Very truly yours,

DICKINSON WRIGHT PLLC

Ronald A. Bultje

RAB/skc

ACKNOWLEDGMENT OF LIMITED ENGAGEMENT

Spring Lake, Village of

________________________________________
Signature of Authorized Representative

________________________________________
Print Name and Title of Authorized Representative

Dated: __________, 2018

GRAPIDS 57570-1 527043v1
SECOND AMENDMENT TO EMERGENCY MEDICAL SERVICES AGREEMENT

This SECOND AMENDMENT TO EMERGENCY MEDICAL SERVICES AGREEMENT (this “Amendment”) is effective as of the last dated signature contained below (the “Amendment Effective Date”) by and between North Ottawa Community Hospital (“the Hospital”); and, the City of Ferrysburg, City of Grand Haven, Village of Spring Lake, Grand Haven Charter Township, Spring Lake Township, Robinson Township, and Crockery Township (“Municipalities”).

RECITALS

WHEREAS, the Hospital and Municipalities previously entered into a five year Emergency Medical Services Agreement effective January 1, 2018 (the “Agreement”);

WHEREAS, this Agreement had a scheduled termination date of December 31, 2017;

WHEREAS, the Hospital and Municipalities engaged in negotiations to amend the Agreement to provide for an additional one year term, through December 31, 2018 (the “First Amendment”);

WHEREAS, the Hospital and Municipalities are now desirous of again amending and extending the Agreement (the “Second Amendment”);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy, of which is mutually acknowledged, the parties agree as follows.

1. Unaffected Terms. All terms and conditions of the Agreement as amended by the First Amendment and not otherwise revised by this Second Amendment shall be extended and remain in full force and effect. Where there exists a conflict between the Second Amendment and the Agreement as amended by the First Agreement, the Second Amendment shall control.

2. Section 2.3 (Primary Term and Renewal) is amended, as follows:

Section 2.3. Primary Terms and Renewal. The latest term of this Agreement shall begin on the Effective Date of this Second Amendment, January 1, 2019, and will terminate on December 31, 2021. During this latest term of this Agreement per the Second Amendment, the Hospital and Municipalities may mutually agree to re-open negotiations to address any other issues they wish to discuss.
IN WITNESS HEREOF, the parties have executed this Amendment as of the date(s) set forth below:

Township of Crockery

By: _____________________
    Leon Stille
    Its: Supervisor

By: _____________________
    Kathy Buchanan
    Its: Clerk

Township of Robinson

By: _____________________
    Kathryn L. Kuck
    Its: Supervisor

By: _____________________
    Christine Saddler
    Its: Clerk

Township of Spring Lake

By: _____________________
    John H. Nash
    Its: Supervisor

By: _____________________
    H. Carolyn Boersma
    Its: Clerk

Charter Township of Grand Haven

By: _____________________
    Mark Reenders
    Its: Supervisor

By: _____________________
    Laurie Larsen
    Its: Clerk

Village of Spring Lake

By: _____________________
    Mark Powers
    Its: President

By: _____________________
    Marv Hinga
    Its: Clerk/Treasurer

City of Ferrysburg

By: _____________________
    Rebecca Hopp
    Its: Supervisor

By: _____________________
    Debra Wierenga
    Its: Clerk

City of Grand Haven

By: _____________________
    Geri McCaleb
    Its: Mayor

By: _____________________
    Linda Browand
    Its: Clerk

North Ottawa Community Hospital

By: _____________________
    Shelleye Yaklin
    Its: President and CEO
STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548

Contract Number:  
Notification Number: 1046093387

Part I

Effective date of agreement: 10/1/2018

Company: CONSUMERS ENERGY COMPANY

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer: SPRING LAKE

Customer Type: Village

County: Ottawa

ZIP Code: 49456

Lighting Type: General Unmetered Experimental Lighting Rate GU-XL

Initial Term: 1 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: SPRING LAKE

Customer Type: Village

CE Representative Signature: ____________________________

Customer Representative Signature: ____________________________

CE Representative Name: Stephanie D. Harmsen

Print Name: ____________________________

Title: ____________________________

CE Representative Title: Senior Project Coordinator

Clerk Attest: ____________________________
Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.

3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.

4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time.

5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance.

6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission.
7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
   a. Upon relocation of any such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
   b. The relocated equipment shall conform with the provisions in such application rates

8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.

9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.

10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

11. Additional Items:
   None
Part III

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the Village of SPRING LAKE for a period of 1 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this □ commission □ council □ board; and

RESOLVED, further, that the ________________ and the Clerk be and are authorized and directed to execute such contract on the behalf of the Village.

STATE OF MICHIGAN
COUNTY OF Ottawa

I, ________________, Clerk of the Village of SPRING LAKE, do hereby certify that the foregoing resolution was duly adopted by the □ commission □ council □ board of said municipality, at the meeting held on ________________

Dated:

__________________________

Municipal Customer Type: Village
### GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<table>
<thead>
<tr>
<th>Number of Luminaire</th>
<th>Nominal Watts</th>
<th>Luminaire Type</th>
<th>Fixture Type</th>
<th>Fixture Style</th>
<th>Install Remove</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>72</td>
<td>LED</td>
<td>Cobrahead</td>
<td>Install</td>
<td></td>
<td>E Exchange &amp; Buchanan St</td>
</tr>
</tbody>
</table>

Comments:
72 Watt LED Light
CONSUMERS ENERGY CONTACTS

DEPARTMENT | NAME | NUMBER | ALTERNATE
--- | --- | --- | ---
COORDINATOR | STEPHANIE HARKEN | 231-332-2667 | 269-509-6027
DESIGNER | MAT I BRIEN | 231-332-2693 | 231-730-4316

Streetlight Contracted with Village of Spring Lake
One 72W LED Cobrahead Pole Mounted Streetlight
Contract Account 4007285224
101 S Buchanan St, Spring Lake, MI 4945

NOTIFICATION 1046093387

DESIGNED BY | MJOBRIEN | DATE 10/15/18
APPROVED BY | | DATE

EXCHANGE AND BUCHANAN - STILT
For: VILLAGE OF SPRING LAKE
EXCHANGE AND BUCHANAN

TLM NUMBER | # OF RODS | DHMS | CONSTRUCTION MEASURE NUMBER
--- | --- | --- | ---
0815153418 | | | 100005071967

SUBSTATION | WD NO. | SPRING LAKE
--- | --- | ---
| 0143 | |

CIRCUIT | CKT NO. | LCP NO.
--- | --- | ---
SPRINGLAKE | 01 | 0218

ORDER TYPE | MAINTENANCE ACTIVITY TYPE | DESIGN NUMBER
--- | --- | ---
ECNC | STL | 10984762
STAKED | YES | X NO
TREES | YES | X NO

DESIGN FILE NAME: 10984762.001

10/15/2018 12:22:25 PM C:s\backup\r\r\r\ud\en\10984762.001
October 22, 2018

VILLAGE OF SPRING LAKE
102 W SAVIDGE ST
SPRING LAKE, MI 49456-3401

REFERENCE: EXCHANGE AND BUCHANAN, SPRING LAKE

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). In conjunction with the work, a non-refundable payment of $100.00 per luminaire is required.

A monthly energy charge associated with this lighting installation for 1 Luminaire(s) is approximately $8.61. This charge is subject to change based on current rates. After the installation is complete, you will begin receiving a separate monthly bill for the above energy charge. You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter Construction Costs:</td>
<td>$</td>
</tr>
<tr>
<td>Installation Charge ($100.00 per Luminaire):</td>
<td>$100.00</td>
</tr>
<tr>
<td>Additional Costs</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Estimated Cost:</strong></td>
<td><strong>$100.00</strong></td>
</tr>
<tr>
<td>Less Prepayment Received:</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Estimated Cost Due:</strong></td>
<td><strong>$100.00</strong></td>
</tr>
</tbody>
</table>

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Stephanie D Harmsen at (844) 316-9537.
Please return the checked documents below to Consumers Energy in the envelope provided.

To expedite service, return via email to:

POBoxCEServiceRequest@cmsenergy.com

☐ Agreement for installation (Please return all pages of contracts)
   (Form 93, Form 94 and Form 95 - 2 Page Document Each)
   (Form 861, Form 862 and Form 230 - 4 Page Document Each)

☐ Payment with invoice stub
   (Bottom stub is required for processing)

☐ Request for elevated customer delivery pressure

☐ Standard lighting contract
   (Must be certified by clerk)

☐ Signed customer attachment program (CAP) contract
   (Please ensure to check payment option on contract)

☐ Go ready form (Form 1250)
   To expedite service, return via email to:
   POBoxCEServiceRequest@cmsenergy.com

☐ Site ready photo(s)
   To expedite service, return via email to:
   POBoxCEServiceRequest@cmsenergy.com

☐ Other:

<table>
<thead>
<tr>
<th>Notification Reference Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric service notification:</td>
</tr>
<tr>
<td>Gas service notification:</td>
</tr>
<tr>
<td>Electric OH distribution notification:</td>
</tr>
<tr>
<td>Electric UG distribution notification:</td>
</tr>
<tr>
<td>Gas main notification:</td>
</tr>
<tr>
<td>Streetlight notification:</td>
</tr>
</tbody>
</table>
**Account Number** 300013915818
**Account Name** VILLAGE OF SPRING LAKE
**Address** 102 W SAVIDGE ST
SPRING LAKE, MI 49456

**Invoice Number** 9313780899
**PO Number**
**PO Date**
**Bill Date** 10/22/18
**DUE DATE** 11/21/18

**VILLAGE OF SPRING LAKE**
**102 W SAVIDGE ST**
**SPRING LAKE MI 49456-3401**

**Comments:** EXCHANGE AND BUCHANAN - SPRING LAKE - - NOTIFICATION NUMBER(s): - - - - - -
104693387 -
Contact our secure credit/debit card payment center at 866-329-9593 to make a payment or visit us at ConsumersEnergy.com/waystopay to view other convenient payment options.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>40010403</td>
<td>Electric Streetlights-CIAC</td>
<td>1.0 EA</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Payment Terms:
Due by: 11/21/18
TOTAL DUE: $100.00

PLEASE ENCLOSE THE BOTTOM PORTION OF THIS INVOICE WITH YOUR PAYMENT. THE ACCOUNT NUMBER IS NECESSARY TO ENSURE YOUR PAYMENT IS PROPERLY CREDITED. THANK YOU

Contact Information: Stephanie DHarmsen - (844) 316-9537 -
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan.

Please detach this stub and return it with your payment.
Chris,

I wanted to update you that I am sending a new agreement through for Local Unit Services. Our agreement is out-of-date. With the addition of new organizations, we want to standardize the agreement and provide a separate Exhibit to detail the services if they are different. The only differences are in the annual fixed costs Hosted vs non-Hosted.

I’m attaching the agreement for you. I will be sending it to our Finance and Administration Committee tomorrow so I can get the board to approve the standard agreement next week.

Please contact me if you have any questions.

Thanks,
Dave

David Hulst
12220 Fillmore St
West Olive, MI 49460
(616) 738-4831
This Agreement is made as of October 01, 2018, by the Village of Spring Lake, a Michigan municipal corporation, 102 W Savidge Street, Spring Lake, MI 49456, (“the Village”) and Ottawa County, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“the County”), with reference to the following facts and circumstances:

A. The State of Michigan encourages cooperation and service sharing between local government units like the Village and Ottawa County.

B. The Village has requested that Ottawa County’s Innovation and Technology Department provide assistance in delivering information technology services (as described and defined in this Agreement), and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.

C. Ottawa County is willing to assist the Village by providing the requested information technology services 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 the County agree as follows:

1. General Agreement: The County agrees to provide information technology services for the Village. The services will be administered by the County Innovation and Technology (“IT”) Director, or designated representative, who will oversee said services and communicate with the Village Manager, or designated representative. The County agrees to perform the following services through its employees, and provide the materials set forth herein:

A. Scope of Service – The specific scope of services is as follows:

1. IT Support Services – Support Services between the Village and the County Innovation and Technology Department, includes any issues involving ongoing computer support, installation, and troubleshooting and repair of hardware and software issues. Assisting Village staff with questions and use of existing technology. Support Services are documented through the IT Service Desk Incident and Request Fulfillment process and are recorded as tickets.

2. IT Project Services – Project Services may be requested by the Village in addition to IT Support Services. Project Services will be classified as such based on the purpose of adding, changing, or enhancing the Village’s technology. Project Services are documented through the IT Project Requests process. Although billed similarly to Support Services for County IT Staff (time and rate), Projects often require additional financial commitment based on expected staff hours, equipment and/or services.

3. Approval of IT Project Services – While IT Support issues are considered an immediate need of all Village staff, Projects generally involve a financial commitment. Therefore, the Village Manager, or approved designee, will approve all Project Services prior to the
County performing such services. This approval will be documented in a writing signed by the Village Manager or approved designee on a form provided by IT through its IT Project Request process. The County will provide information on the scope of work to be performed and the estimated cost associated with the work if requested by the Village.

4. **Hosting** – County provided server hosting for documents and applications. The annual hosting cost will be incurred on a pro-rata basis (with start date agreed to by the Village Manager and the County IT Director) based on the County Fiscal year (Oct 1 – Sep 30). The County will provide the implementation, configuration, migration services, servers and other related equipment to store the applications and documents of the Village and to backup that information. The Village will provide all computers, switching and connections at Village offices to access the servers at the County.

B. **Qualified Staff** - All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance, and be trained and qualified.

C. **Equipment and Supplies** – Any equipment, software, licenses and supplies purchased by the County for the Village will be charged back to the Village at actual cost to the County including shipping.

D. **Conduct of Operations** - Both parties recognize that good public relations are vital to the success of this partnership. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of Village staff and the public.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to the Village to allow for alternate arrangements. When possible, system maintenance should not be scheduled during regular business hours.

2. **Payment for Services Provided:**

   A. **Support and Project Cost** – The Village will be charged for Support and Project services an hourly rate for actual time spent by staff, covering the cost of the County including salary, benefits and overhead. The County will notify the Village in advance and in a writing of the hourly rate and any changes in the hourly rate. Charges would also include any direct costs incurred for equipment (switches, cabling, software licenses, etc.) or services (internet or fiber access) that are required to support this Agreement with the Village.

   B. **Annual Cost (Non-Hosted)** – Annual costs for organizations whose applications are not hosted on County servers will pay the annual fixed costs as needed to cover licensing costs, and fixed services such as County provided offsite backup services, internet service, etc. Such costs will be listed as an addendum to this agreement. Any changes to the annual costs will be provided in writing at least 30 days prior to the annual renewal.

   C. **Annual Cost (Hosting)** – A set cost for providing server space and backup capabilities to host Village data to include the staff costs to support and maintain the operability of that service. Baseline costs for this service is stated in the original addendum to this agreement. If not terminated, the agreement will automatically increase annually under the guideline of
the inflation rate multiplier under MCL 211.34d as calculated by the State of Michigan, but not to exceed 5%.

D. All hosted organizations will be notified of the rate change prior to the start of the Fiscal Year. Billing for the entire annual hosting service will occur during the first quarter of each County fiscal year unless the Village requests a different billing period.

E. **Invoices** - Invoices will be provided to the Village from the County including line item detail. Invoices will be processed and paid by the Village in accordance with standard Village procedures.

3. **Independent Contractor**: At all times and for all purposes under this Agreement, the relationship of the County and its personnel to the Village shall be that of an independent contractor. All employees of the County who perform services under this Agreement shall be and remain employees of the County, subject to the discipline, supervision, direction, policies and control of the County, the County Administrator, and the Innovation and Technology Director.

4. **Indemnification and Hold Harmless**: Each party shall defend, 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.

5. **Insurance**: The Village will include the County, the County Innovation and Technology Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks that the Village assumes under this Agreement. The required insurance policy shall have comprehensive general policy limits of not less than $1,000,000. The County will include the Village and its officers, employees and agents as additional named insureds on any commercial policy of insurance for all risks assumed by the County under this Agreement. If the County is insured through a Memorandum of Coverage (“MOC”) provided by the Ottawa County, Michigan, Insurance Authority, it will provide a copy of that MOC to the Village upon its request. The required insurance policy or MOC will have comprehensive general policy limits of not less than $1,000,000. The 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 the County as of effective date of this Agreement, and at such times during the term thereafter as the County or the Village may reasonably require.

6. **Term of Agreement**: The effective date of this Agreement shall be October 2018. This Agreement shall continue in effect from the effective date through September 30, 2019. It may be renewed thereafter for up to five (5) successive one (1) year terms, by mutual written agreement of the parties. Either party may terminate this Agreement upon sixty (60) days advance written notice to the other.

7. **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 any
promises, representations, agreements, warranties or undertakings by any of the parties,
either oral or written, of any character or nature are merged and superseded 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 hall 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: __________________________________________
   Mark Powers
   Its: Village President

By: __________________________________________
   Marvin Hinga
   Its: Village Clerk/Treasurer

COUNTY OF OTTAWA:

By: __________________________________________
   Gregory J. DeJong
   Its: Chairperson, Board of Commissioners

By: __________________________________________
   Justin F. Roebuck
   Its: County Clerk/Register of Deeds
WASTE HAULERS LICENSE APPLICATION

Name of applicant: Jane Dolezal

Business name: Arrowaste, Inc.

Business street address: PO Box 828

Business city, state, zip: Jenison, MI 49429

Business phone: (616) 748-1955

Email: jdolezal@mydisposal.com

Business Officers and Directors

Name Address, City, State and Zip
1. Thomas J Yonker 13 Old Tamarack Lane, Orland Park, IL 60462

2. 

3. 

List shareholders or others holding a ten percent or more interest in your business:

Name Address, City, State and Zip
1. Thomas J Yonker 13 Old Tamarack Lane, Orland Park, IL 60462

2. 

3. 

If business is a partnership, the names and addresses of each partner:

Address, City, State and Zip
1. 

2. 

3. 

Place where business is maintained:

Name Address City, State, Zip
Arrowaste, Inc. 1296 Chicago Dr Jenison, MI 49428

Proposed day(s) and hours of operation:

Monday - Friday 8 am - 5 pm
Waste Haulers Application
Page 2

List all assumed names by which you propose to do business:

1. Arrowaste, Inc.

2. 

3. 

4. 

Has applicant or person conducting business or managing business on behalf of applicant been convicted of a crime, misdemeanor or of the violation of any municipal ordinance?  
Yes___  No  X

If so, please provide full particulars:


Have you applied for and received all state licenses required to do business?

Yes___  No___  Not applicable  X

If so, please furnish us with a copy of such state approval.

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary) Please indicate any changes (increases or decreases) with an asterisk:

<table>
<thead>
<tr>
<th>Residential</th>
<th>Container Size</th>
<th>Pickups per Week</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. We do not currently offer residential service in the Village of Spring Lake</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| Commercial and Industrial |</p>
<table>
<thead>
<tr>
<th>Container Size</th>
<th>Pickups Per Week</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pricing varies by container size, frequency of service, type of business, and type of material</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Waste Haulers Application
Page 3

Please provide information on the vehicles to be used by licensee. Provide the make, model, vehicle number, license number(s), packer type and capacity (attach separate sheet if necessary):

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Vehicle Number</th>
<th>License Number</th>
<th>Packer Type</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Autocar FEL</td>
<td>#935</td>
<td>BA18198</td>
<td>Com FEL</td>
<td>30 cubic yards</td>
<td></td>
</tr>
<tr>
<td>Autocar FEL</td>
<td>#939</td>
<td>BA38737</td>
<td>Com FEL</td>
<td>30 cubic yards</td>
<td></td>
</tr>
<tr>
<td>Kenworth</td>
<td>#809</td>
<td>BB09050</td>
<td>Rolloff</td>
<td>10 - 40 cubic yards</td>
<td></td>
</tr>
<tr>
<td>Kenworth</td>
<td>#807</td>
<td>BA61459</td>
<td>Rolloff</td>
<td>10 - 40 cubic yards</td>
<td></td>
</tr>
</tbody>
</table>

Do you pick up Christmas Trees? If so, what are the parameters?

No

Spring/Fall Clean-ups will be included in the licensing requirements at no additional charge to the Village. What are the parameters?

N/A

CERTIFICATIONS

a) The applicant certifies he/she/they can provide at least one backup vehicle to insure prompt waste removal in the event of equipment failure. Evidence of this ability should be included with this application and may take the form of contracts, leases or arrangements you may wish to propose.

   Evidence: We have a fleet of vehicles which includes spare trucks that can be used in the event of equipment failure

   Reviewed by Village Manager Date: Signature:

b) The applicant certifies he/she/they will provide waste removal services to all residential customers desiring such services in the Village of Spring Lake at least once per week.

c) The applicant certifies he/she/they have insured each piece of equipment to be used in waste hauling services in the Village of Spring Lake for an amount not less than One Hundred Thousand Dollars ($100,000.00) for damage to property and not less than One Million Dollars ($1,000,000.00) for injury or death to any person and not less than One Million Dollars ($1,000,000.00) for injury or death to any person or persons in a single accident.

   The applicant further certified that the Village of Spring Lake and its officers and employees are named specifically as additional insureds on applicant's insurance as it pertains to this license application. The applicant certifies that it holds said Village and its employees harmless from any liability claims that may arise as a result of the applicant's operations for collection or hauling of garbage or trash within the limits of the Village and such disclosures are noted on the appropriate insurance.

   Evidence: Please see attached COI

   Reviewed by Village Manager Date: Signature

Note: Certificates of insurance must be provided to the Village Clerk of the Village of Spring Lake or his authorized representative, the Village Manager of the Village of Spring Lake.
d) The applicant certifies he/she/we/they have access to dispose of waste materials only at a properly licensed waste disposal site located within 20 miles of the Village limits of the Village of Spring Lake.

Evidence: We currently utilize several disposal locations including Waste Management transfer station located in Muskegon

Reviewed by Manager: Date: Signature:

---

e) Applicant acknowledges that if a license to operate in the Village is granted by the Village Council, said license may be revoked by the Village Council upon the receipt of three complaints by customers that have been acknowledged in writing by the Village Manager in letters of reprimand to the licensee. If more than three letters of reprimand have been sent to licensee, then the license for such licensee shall be deemed automatically revoked 30 days after the mailing of such third letter. The licensee may request a hearing in writing before the Village Council. At the hearing, licensee shall show cause why its license should not be revoked, as requested by Council. It is understood that said hearing shall take place at the next regular public meeting of the Council, after receipt of the licensee's request for a hearing in writing. (See ordinance #154, Section 9-34, Village Code of Ordinances.)

f) The applicant certifies that all equipment to be utilized for work performed in the Village will at all times be identified with the name of the vendor, the address of the licensee and the telephone number where customers of the licensee can contact the licensee or their representative in the local calling area without additional charge for long distance rates.

Evidence: Our Company name and phone number is listed on our trucks

Reviewed by Manager: Date: Signature:

---

g) The applicant certifies that the rates charged will at no time exceed the maximum rates approved by the Village Council, although lower rates may be charged. Additional rates for special services to individual customers may be negotiated according to the provisions of the ordinance.

h) The applicant certifies that he will provide and distribute to each of its customers a pamphlet disclosing the name and address of the licensee, the rates being charged, a local phone number of the licensee and the rules of garbage and trash collection applicable to such service within 30 days of the granting of a license by the Village Council and annually thereafter as long as the licensee shall be permitted to operate in the Village.

i) The applicant certifies that he is familiar with the Village Waste Hauling Ordinance and current Waste Hauling Resolution and shall abide by same at all times while licensed by the Village of Spring Lake.

The undersigned hereby certifies that the statements and certifications contained in this application are factual and truthful. Misrepresentation of any of these facts shall be cause for revocation of license. The person signing this license application and certification has the authority to do so on behalf of the company.

Name of Company: Arrowaste, Inc.

Date: 

By: JANE E. DOUGLASS
Title: SAFETY MANAGER

Recommend for approval

Recommended for disapproval

Date: 

Signature of Manager
# Certificate of Liability Insurance

**Produc**

**RBN Insurance Services**
303 E Wacker Dr.
Suite 660
Chicago, IL 60601

**Producer Name:**
Ron Cowell

**Producer Address:**
fcowell@rbn500.com

**Insurance Affected Coverage:**

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Policy #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>17370</td>
</tr>
<tr>
<td>B</td>
<td>19682</td>
</tr>
<tr>
<td>C</td>
<td>GuideOne Mutual Insurance Co</td>
</tr>
<tr>
<td>D</td>
<td>Trumbull Insurance Company</td>
</tr>
</tbody>
</table>

## Coverages

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>GSP2019193112</td>
<td>09/01/2018</td>
<td>09/01/2019</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

- **Claims-Made**
- **Occur**
- **General Aggregate Limit Applies Per Policy**
- **Other**

| **B** Automobile Liability | 83CSES111201 | 09/01/2018 | 09/01/2019 | $2,000,000 |

- **Any Auto**
- **Scheduled Autos Only**
- **Non-Cancelled Autos Only**

| **C** Umbrella Liability | 56000064900 | 09/01/2018 | 09/01/2019 | $5,000,000 |

- **Claims-Made**
- **Excess**
- **Per Statute**

| **D** Workers Compensation and Employers Liability | 83WNS11200 | 09/01/2018 | 09/01/2019 | $1,000,000 |

- **Any Proprietor/Partners/Executive Officers/Owners Excluded**
- **Mandatory In NH**

## Certificate Holder

**Village of Spring Lake**
102 W Savidge St.
Spring Lake, MI 49456

## Cancellation

**Should Any of the Above Described Policies Be Cancelled Before the Expiration Date, Notice Will Be Delivered in Accordance With the Policy Provisions.**

**Authorized Representative**

---

**ACORD 25 (2016/03)**

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The ACORD name and logo are registered marks of ACORD
October 22, 2018

Village of Spring Lake
102 W. Savidge
Spring Lake, MI 49456

Dear Village Council,

We are requesting a rate increase of $1.00 monthly for our full service residential accounts and an increase of $.100 per bag for our pay per bag customers.

Thank you for your consideration in this matter.

Sincerely,

Wayne Kuerth
President
WASTE HAULERS LICENSE APPLICATION

Name of applicant: Kuerths Disposal Inc.

Wayne Kuerth
2621 Dalsen Rd
Twin Lake MI 49457
231-744-4967 800 332-3496
garbage@kuerthsdisposal.com

Business Officers and Directors

1. Wayne Kuerth 2621 Dalsen Rd Twin Lake MI 49457
2. Cindy Kuerth 2621 Dalsen Rd Twin Lake MI 49457
3. Joe Kuerth 1884 Duff Rd Twin Lake MI 49457

List shareholders or others holding a ten percent or more interest in your business:

1. 

2. 

3. 

If business is a partnership, the names and addresses of each partner:

1. 

2. 

3. 

Place where business is maintained:

Kuerths Disposal Inc 2621 Dalsen Rd Twin Lake MI 49457

Proposed day(s) and hours of operation:

S - F Commercial 6:00 a.m. 5:00 p.m.
W Residential 6:00 a.m. 5:00 p.m.
Waste Haulers Application
Page 2

List all assumed names by which you propose to do business:

1. **Kuerth's Disposal Inc**

2. 

3. 

4. 

Has applicant or person conducting business or managing business on behalf of applicant been convicted of a crime, misdemeanor or of the violation of any municipal ordinance? Yes ___ No X

If so, please provide full particulars:

Have you applied for and received all state licenses required to do business?

Yes ___ No ___ Not applicable X

If so, please furnish us with a copy of such state approval.

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary) Please indicate any changes (increases or decreases) with an asterisk:

**Residential**

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Pickups per Week</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Commercial and Industrial**

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Pickups Per Week</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
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Waste Haulers Application
Page 3
Please provide information on the vehicles to be used by licensee. Provide the make, model, vehicle number, license number(s), packer type and capacity (attach separate sheet if necessary):

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Vehicle Number</th>
<th>License Number</th>
<th>Packer Type</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>List Attached</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Do you pick up Christmas Trees? If so, what are the parameters?

Yes - no charge

Spring/Fall Clean-ups will be included in the licensing requirements at no additional charge to the Village. What are the parameters?

No Hazardous waste, No yard waste, Pipo Boards Etc.
No Longer than 5' weight limit per container 35 lbs

CERTIFICATIONS

a) The applicant certifies he/she/we/they can provide at least one backup vehicle to insure prompt waste removal in the event of equipment failure. Evidence of this ability should be included with this application and may take the form of contracts, leases or arrangements you may wish to propose.

Evidence: List Attached

Reviewed by Village Manager Date: Signature:

b) The applicant certifies he/she/we/they will provide waste removal services to all residential customers desiring such services in the Village of Spring Lake at least once per week.

c) The applicant certifies he/she/we/they have insured each piece of equipment to be used in waste hauling services in the Village of Spring Lake for an amount not less than One Hundred Thousand Dollars (100,000.00) for damage to property and not less than One Million Dollars (1,000,000.00) for injury or death to any person and not less than One Million Dollars ($1,000,000.00) for injury or death to any person or persons in a single accident.

The applicant further certified that the Village of Spring Lake and its officers and employees are named specifically as additional insureds on applicant’s insurance as it pertains to this license application. The applicant certifies that it holds said Village and its employees harmless from any liability claims that may arise as a result of the applicant’s operations for collection or hauling of garbage or trash within the limits of the Village and such disclosures are noted on the appropriate insurance.

Evidence: Attached

Reviewed by Village Manager Date: Signature:

Note: Certificates of insurance must be provided to the Village Clerk of the Village of Spring Lake or his authorized representative, the Village Manager of the Village of Spring Lake.
d) The applicant certifies he/she/we/they have access to dispose of waste materials only at a properly licensed waste disposal site located within 20 miles of the Village limits of the Village of Spring Lake.

Evidence: Attached

Reviewed by Manager Date: Signature:

e) Applicant acknowledges that if a license to operate in the Village is granted by the Village Council, said license may be revoked by the Village Council upon the receipt of three complaints by customers that have been acknowledged in writing by the Village Manager in letters of reprimand to the licensee. If more than three letters of reprimand have been sent to licensee, then the license for such licensee shall be deemed automatically revoked 30 days after the mailing of such third letter. The licensee may request a hearing in writing before the Village Council. At the hearing, licensee shall show cause why its license should not be revoked, as requested by Council. It is understood that said hearing shall take place at the next regular public meeting of the Council, after receipt of the licensee's request for a hearing in writing. (See ordinance #154, Section 9-34, Village Code of Ordinances.)

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Evidence: Attached

Reviewed by Manager Date: Signature:

g) The applicant certifies that the rates charged will at no time exceed the maximum rates approved by the Village Council, although lower rates may be charged. Additional rates for special services to individual customers may be negotiated according to the provisions of the ordinance.

h) The applicant certifies that he will provide and distribute to each of its customers a pamphlet disclosing the name and address of the licensee, the rates being charged, a local phone number of the licensee and the rules of garbage and trash collection applicable to such service within 30 days of the granting of a license by the Village Council and annually thereafter as long as the licensee shall be permitted to operate in the Village.

i) The applicant certifies that he is familiar with the Village Waste Hauling Ordinance and current Waste Hauling Resolution and shall abide by same at all times while licensed by the Village of Spring Lake.

The undersigned hereby certifies that the statements and certifications contained in this application are factual and truthful. Misrepresentation of any of these facts shall be cause for revocation of license. The person signing this license application and certification has the authority to do so on behalf of the company.

Name of Company: Kuehler's Disposal Inc

Date: 10-23-18

By: Wayne Kuehler
Title: President

Recommends for approval

Recommended for disapproval

Date: Signature of Manager
<table>
<thead>
<tr>
<th>#</th>
<th>Year</th>
<th>Make</th>
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</tr>
</thead>
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<td>2004</td>
<td>MACK LE 613</td>
<td>1M2AC07C84M009387</td>
</tr>
</tbody>
</table>
MUSKEGON COUNTY SOLID WASTE
9366 APPLE AVENUE RAVENNA, MI 49451
PHONE 231-724-6001 FAX 231-724-6004
WEB: WWW.CO.MUSKEGON.MI.US/SOLIDWASTE

Waste In - Charge Scale Ticket

Ticket #:664083 Operator:BKN Date:10/22/2018
Vehicle : 0841    #18 KUERTH PACKER

Customer : KUERTH KUERTH DISPOSAL
Contract : 6A MUSKEGON COUNTY
Material : RESCOUNTYA RESIDENTIAL COUNTY
Source : MUSKEGON
Location : Units : 12.13 TONS
Time In : 07:15:58 Unit price: $27.5000
Time Out : 07:20:22

Net Amount: $ 333.58

Gross Wt : 66580 State Fee : $ 0.00
Tare Wt : 42320 m Local Fee : $ 0.00

Net Wt : 24260 Lb

TOTAL DUE : $ 333.58

MONDAY - FRIDAY 8:00 AM - 4:30 PM
SATURDAY 8:00 AM - 2:00 PM

GATES CLOSE PROMPTLY AT CLOSING TIMES
Kent County Refuse Disposal
Material Recovery Facility
977 Wealthy SW
Grand Rapids, MI 49503
Ph. 6166327920

--- RECEIPT ---

Transaction# 4038372

In  Out
Date: 10/22/18 10/22/18
Time: 10:52 AM 11:01 AM
Attendant: MLM
Lane: 01

K970 Kuerth's Disposal
2621 Dalson Road
Twin Lake, MI 49457

Truck: K970-0000  Trailer: County: Muskegon
Manifest:
PO:

LBS TON
Gross Wt: 43840 21.92
Tare Wt: 30580 15.34
Net Wt: 13160 6.58

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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Amount</th>
<th>Charge</th>
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<tr>
<td>LC Processing Fee</td>
<td>34</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

TOTAL DUE: 263.20

Payment Type: Charge

TOTAL TENDERED: 263.20
CHARGE: 0.00

Signature:

Past due accounts are subject to an 18% per annum late payment charge.

Comments:

(1)
CERTIFICATE OF LIABILITY INSURANCE

Date: [10/22/2018]

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively alter, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:
Shoreline Insurance Agency Inc
875 W. Broadway Ave.
Muskogon, MI 49441

Contact Name: Stephanie Smith
Phone: (231) 755-1919
Fax: (231) 755-8750
Email: stephanie@shorelineagency.com

Insured:
Kuehr's Disposal & Recycling Inc.
2021 Dalson
Twin Lake, MI 49457

INSURER:
Acuity
14184

INSURER B: Grand River Ins./Benchmark
22508

INSURER C:

INSURER D:

INSURER E:

INSURER F:

Coverages:

Certificate Number: CL18102219790
Revision Number:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>INSDO</th>
<th>WVO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td>L50683</td>
<td>11/14/2018</td>
<td>11/14/2019</td>
<td>EACH OCCURRENCE: 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO TORED PROPERTY: 100,000</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person): 5,000</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJ INJURY: 1,000,000</td>
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<tr>
<td></td>
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<td></td>
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<td>GENERAL AGGREGATE: 2,000,000</td>
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<td>PRODUCT-L COMB-PAG: 2,000,000</td>
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<td>Employment Practices: 100,000</td>
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<td>SUNKEN SINGLE LIMIT (Each accident): 1,000,000</td>
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<td>BODILY INJURY (Per person): $</td>
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<td>BODILY INJURY (Per occurrence): $</td>
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<tr>
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<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per occurrence): $</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td></td>
<td>L50683</td>
<td>11/14/2018</td>
<td>11/14/2019</td>
<td>UNINSURED MOTORIST BIL: 1,000,000</td>
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<td>AGGREGATE: 1,000,000</td>
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<tr>
<td>A</td>
<td>WORKERS COMPENSATION</td>
<td></td>
<td></td>
<td>L50683</td>
<td>11/14/2018</td>
<td>11/14/2019</td>
<td>PER OCCURRENCE: 500,000</td>
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<tr>
<td></td>
<td>AND EMPLOYER'S LIABILITY</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH ACCIDENT: 500,000</td>
</tr>
<tr>
<td>B</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>LONG TERM DISABILITY: 500,000</td>
</tr>
<tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>SHORT TERM DISABILITY: 500,000</td>
</tr>
</tbody>
</table>

Description of Operations/LOCATIONS/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required): Joseph Kuehr & Wayne Kuehr are excluded on the workers comp. policy.

Certificate Holder: Village of Spring Lake
102 W. Savidge
Spring Lake, MI 49456

Cancellation:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative: Donald K. Liebetreu

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Kuerth’s Disposal, Inc.

Rate Schedule

Residential

$19.00 monthly curb service with a 90 gallon cart

$4.00 fee per bag service/ $100.00 per box

$3.00 monthly recycle rate for fee per bag customers

$90.00 seasonal yard waste service-includes 90 gallon cart

Christmas tree pick up included

Commercial

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Weekly Pick-ups</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Yard</td>
<td>1</td>
<td>$55.00</td>
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<td>100.00</td>
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<tr>
<td>3 Yard</td>
<td>1</td>
<td>$77.00</td>
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<tr>
<td></td>
<td>2</td>
<td>144.00</td>
</tr>
<tr>
<td>4 Yard</td>
<td>1</td>
<td>$96.00</td>
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<tr>
<td></td>
<td>2</td>
<td>182.00</td>
</tr>
<tr>
<td>6 Yard</td>
<td>1</td>
<td>$130.00</td>
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<tr>
<td></td>
<td>2</td>
<td>250.00</td>
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<tr>
<td>8 Yard</td>
<td>1</td>
<td>$165.00</td>
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<tr>
<td></td>
<td>2</td>
<td>320.00</td>
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</table>
WASTE HAULERS LICENSE APPLICATION

Name of applicant: Republic Services
Business name: Republic Services
Business street address: 2611 Olthoff Drive
Business city, state, zip: Muskegon, MI 49444
Business phone: 231-375-2070

Email: kratinger@republicservices.com

Business Officers and Directors

Name
1. 
2. 
3. 

Address, City, State and Zip

List shareholders or others holding a ten percent or more interest in your business:

Name
1. 
2. 
3. 

Address, City, State and Zip

If business is a partnership, the names and addresses of each partner:

Address, City, State and Zip

1. 
2. 
3. 

Place where business is maintained:

Name
Republic Services

Address
2611 Olthoff Drive

City, State, Zip
Muskegon, MI 49444

Proposed day(s) and hours of operation:
Monday – Friday 6am – 6pm
List all assumed names by which you propose to do business:
1. Allied Waste Services
2. Republic Services
3. Sunset Waste

Has applicant or person conducting business or managing business on behalf of applicant been convicted of a crime, misdemeanor or of the violation of any municipal ordinance?  Yes______  No X

If so, please provide full particulars:


Have you applied for and received all state licenses required to do business?

  Yes X  No ______  Not applicable ______

If so, please furnish us with a copy of such state approval.

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary) Please indicate any changes (increases or decreases) with an asterisk:

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Pickups per Week</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Residential</td>
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<td></td>
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<tr>
<td>1.</td>
<td>See attachment</td>
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</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Pickups Per Week</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial and Industrial</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Waste Haulers Application
Page 3
Please provide information on the vehicles to be used by licensee. Provide the make, model, vehicle number, license number(s), packer type and capacity (attach separate sheet if necessary):

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Vehicle Number</th>
<th>License Number</th>
<th>Packer Type</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

---

Do you pick up Christmas Trees? If so, what are the parameters?

Yes, one tree per home.

---

Spring/Fall Clean-ups will be included in the licensing requirements at no additional charge to the Village. What are the parameters?

The following items will not be accepted: items over 50 pounds, tires, liquid paint, hazardous waste, and construction debris.

CERTIFICATIONS

a) The applicant certifies he/she/they can provide at least one backup vehicle to insure prompt waste removal in the event of equipment failure. Evidence of this ability should be included with this application and may take the form of contracts, leases or arrangements you may wish to propose.

Evidence: See attachment

Reviewed by Village Manager Date: Signature:

b) The applicant certifies he/she/they will provide waste removal services to all residential customers desiring such services in the Village of Spring Lake at least once per week.

c) The applicant certifies he/she/they have insured each piece of equipment to be used in waste hauling services in the Village of Spring Lake for an amount not less than One Hundred Thousand Dollars (100,000.00) for damage to property and not less than One Million Dollars (1,000,000.00) for injury or death to any person and not less than One Million Dollars (1,000,000.00) for injury or death to any person or persons in a single accident.

The applicant further certified that the Village of Spring Lake and its officers and employees are named specifically as additional insureds on applicant's insurance as it pertains to this license application. The applicant certifies that it holds said Village and its employees harmless from any liability claims that may arise as a result of the applicant's operations for collection or hauling of garbage or trash within the limits of the Village and such disclosures are noted on the appropriate insurance.

Evidence: See attachment

Reviewed by Village Manager Date: Signature:

Note: Certificates of insurance must be provided to the Village Clerk of the Village of Spring Lake or his authorized representative, the Village Manager of the Village of Spring Lake.
The applicant certifies he/she/they have access to dispose of waste materials only at a properly licensed waste disposal site located within 20 miles of the Village limits of the Village of Spring Lake.

Evidence: See attachment

Reviewed by Manager: ____________________ Date: __________ Signature: ____________________

c) Applicant acknowledges that if a license to operate in the Village is granted by the Village Council, said license may be revoked by the Village Council upon the receipt of three complaints by customers that have been acknowledged in writing by the Village Manager in letters of reprimand to the licensee. If more than three letters of reprimand have been sent to licensee, then the license for such licensee shall be deemed automatically revoked 30 days after the mailing of such third letter. The licensee may request a hearing in writing before the Village Council. At the hearing, licensee shall show cause why its license should not be revoked, as requested by Council. It is understood that said hearing shall take place at the next regular public meeting of the Council, after receipt of the licensee's request for a hearing in writing. (See ordinance #154, Section 9-34, Village Code of Ordinances.)

d) The applicant certifies that all equipment to be utilized for work performed in the Village will at all times be identified with the name of the vendor, the address of the licensee and the telephone number where customers of the licensee can contact the licensee or their representative in the local calling area without additional charge for long distance rates.

Evidence: _______________ Information on all trucks ____________________________

Reviewed by Manager: ____________________ Date: __________ Signature: ____________________

e) The applicant certifies that the rates charged will at no time exceed the maximum rates approved by the Village Council, although lower rates may be charged. Additional rates for special services to individual customers may be negotiated according to the provisions of the ordinance.

f) The applicant certifies that he will provide and distribute to each of its customers a pamphlet disclosing the name and address of the licensee, the rates being charged, a local phone number of the licensee and the rules of garbage and trash collection applicable to such service within 30 days of the granting of a license by the Village Council and annually thereafter as long as the licensee shall be permitted to operate in the Village.

i) The applicant certifies that he is familiar with the Village Waste Hauling Ordinance and current Waste Hauling Resolution and shall abide by same at all times while licensed by the Village of Spring Lake.

The undersigned hereby certifies that the statements and certifications contained in this application are factual and truthful. Misrepresentation of any of these facts shall be cause for revocation of license. The person signing this license application and certification has the authority to do so on behalf of the company.

Name of Company: Republic Services/Allied Waste

Date: 11/18/18

By: ____________________

Title: Municipal Relationship Manager

********************************************************************************

Recommended for approval

Recommended for disapproval

Date: ____________________________

Signature of Manager
1. Customer provides container  
   1 pickup per week  
   $17.55/month

2. Licensee provides 90-gallon cart  
   1 pickup per week  
   $19.55/month

3. Bag service  
   1 pickup per week  
   $1.50/bag

4. Bag service administration fee  
   1 pickup per week  
   $8.80/month

5. Yard waste bag collection  
   1 pickup per week  
   $10.50/month

6. Yard waste licensee provides 90-gallon cart  
   1 pickup per week  
   $12.50/month

7. Recycling service for trash service customers  
   1 pickup every other week  
   $0

* A late fee shall be assessed to encourage prompt customer payment. Late fees shall be assessed on customer’s accounts at $5 each month that their account is 30 days or more past due based on the invoice date. The customer must have a past due balance.

* A customer shall be assessed a fee of $25 when the customer’s account is placed on service interrupt for non-payment at 60 days from the invoice date. The customer must have a past due balance of $5 or greater before the service interrupt fee is charge.
<table>
<thead>
<tr>
<th>TRUCK #</th>
<th>TYPE</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL</th>
<th>VIN #</th>
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<tbody>
<tr>
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<td>FL</td>
<td>2016</td>
<td>Mack</td>
<td>LE613</td>
<td>1M2AUC2C6GM010692</td>
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<td>2364</td>
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<td>Mack</td>
<td>LR613</td>
<td>1M2LR02CXJ003648</td>
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## Certificate of Liability Insurance

**Producer:** Cannon Cochrane Management Services, Inc.
17015 N. Scottsdale Rd.
Scottsdale, AZ 85255

**Insured:** Republic Services, Inc.
18500 N. Allied Way
Phoenix, AZ 85054

### Coverages

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSD</th>
<th>SUBR WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
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<td>HDO G71097171</td>
<td>06/01/2018</td>
<td>06/30/2019</td>
<td>Each Occurrence $5,000,000</td>
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<td>Property Damage - Premises (Ea occurrence)</td>
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<td></td>
<td>$5,000,000</td>
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<td></td>
<td>Medical Expense (Any one person)</td>
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<td></td>
<td></td>
<td></td>
<td>$5,000,000</td>
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<td>Personal Injury/Property Damage</td>
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<td>$5,000,000</td>
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<td>Other:</td>
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### Automobile Liability

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<tr>
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<th>ADDL INSD</th>
<th>SUBR WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
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<td>06/30/2018</td>
<td>06/30/2019</td>
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<td>Bodily Injury (Per person)</td>
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<td>$5,000,000</td>
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<td>Bodily Injury (Per accident)</td>
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### Workers Compensation

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<th>SUBR WVD</th>
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<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
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<td>Employers' Liability</td>
<td>Y/N</td>
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<td>06/01/2018</td>
<td>06/30/2019</td>
<td>E.L. Each Accident $3,000,000</td>
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<td>E.L. Disease - E.A. Employee</td>
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<td></td>
<td>WLR C65225712 - CAM I/A</td>
<td>06/01/2018</td>
<td>06/30/2019</td>
<td>E.L. Disease - E.A. Employee $3,000,000</td>
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<td></td>
<td>E.L. Disease - Policy Limit</td>
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<td></td>
<td>SCF C65225707 - WI</td>
<td>06/01/2018</td>
<td>06/30/2019</td>
<td>E.L. Disease - Policy Limit $3,000,000</td>
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<td>WC0 C65225670 - OH XS</td>
<td>06/01/2018</td>
<td>06/30/2019</td>
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<td></td>
<td>TNS 041037293 - TX NSX</td>
<td>06/01/2018</td>
<td>06/30/2019</td>
<td></td>
</tr>
</tbody>
</table>

**Certificate Holder:**

Village of Spring Lake
102 W. Savidge St.
Spring Lake, MI 49455
United States

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1980-2016 ACORD CORPORATION. All rights reserved.
ADDITIONAL REMARKS SCHEDULE

AGENT CUSTOMER ID: ___________________________
LOC #: ___________________________

ACORD®

AGENCY
POLICY NUMBER
See First Page
CARRIER
See First Page

NAMED INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85084

NAIC CODE
EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25  FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.
Stop gap coverage for ND, WA and WY is covered under policy no. WLR C6522575A and stop gap coverage for OH is covered under policy no. WCU C65225670, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (WTNS C49167295) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.
Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.
Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.
WASTE HAULERS LICENSE APPLICATION

Name of applicant: Waste Management Inc

Business name: 1668 Porter St SW

Business street address: Grand Rapids MI 49579

Business city, state, zip: 616-724-2148

Business phone:

Email: jvugterve @wm.com

Business Officers and Directors

<table>
<thead>
<tr>
<th>Name</th>
<th>Address, City, State and Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List shareholders or others holding a ten percent or more interest in your business:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address, City, State and Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If business is a partnership, the names and addresses of each partner:

Address, City, State and Zip

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Place where business is maintained:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City, State, Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Proposed day(s) and hours of operation:
List all assumed names by which you propose to do business:

1. **Waste Management**

2. **Waste Management of MI Inc**

3. 

4. 

Has applicant or person conducting business or managing business on behalf of applicant been convicted of a crime, misdemeanor or of the violation of any municipal ordinance?  
Yes __ No ☑

If so, please provide full particulars:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Have you applied for and received all state licenses required to do business?  
Yes ☑ No _____ Not applicable _____

If so, please furnish us with a copy of such state approval.

The proposed rates to be charged, broken down into the following categories (use separate rate sheet if necessary) **Please indicate any changes (increases or decreases) with an asterisk:**

### Residential

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Pickups per Week</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Commercial and Industrial

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Pickups Per Week</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Waste Haulers Application
Page 3
Please provide information on the vehicles to be used by licensee. Provide the make, model, vehicle number, license number(s), packer type and capacity (attach separate sheet if necessary):

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Vehicle Number</th>
<th>License Number</th>
<th>Packer Type</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Do you pick up Christmas Trees? If so, what are the parameters?

Yes - must be cut into no larger than 4 foot sections

Spring/Fall Clean-ups will be included in the licensing requirements at no additional charge to the Village. What are the parameters?

Bulk pick-ups except for Refrigerators w/ Freon - No tires unless cut up in strips - No propane tanks - Paint pans must be dried up

CERTIFICATIONS

a) The applicant certifies he/she/we/they can provide at least one backup vehicle to insure prompt waste removal in the event of equipment failure. Evidence of this ability should be included with this application and may take the form of contracts, leases or arrangements you may wish to propose.

Evidence: Attached

Reviewed by Village Manager Date: Signature:

b) The applicant certifies he/she/we/they will provide waste removal services to all residential customers desiring such services in the Village of Spring Lake at least once per week.

c) The applicant certifies he/she/we/they have insured each piece of equipment to be used in waste hauling services in the Village of Spring Lake for an amount not less than One Hundred Thousand Dollars (100,000.00) for damage to property and not less than One Million Dollars (1,000,000.00) for injury or death to any person and not less than One Million Dollars ($1,000,000.00) for injury or death to any person or persons in a single accident.

The applicant further certified that the Village of Spring Lake and its officers and employees are named specifically as additional insureds on applicant's insurance as it pertains to this license application. The applicant certifies that it holds said Village and its employees harmless from any liability claims that may arise as a result of the applicant's operations for collection or hauling of garbage or trash within the limits of the Village and such disclosures are noted on the appropriate insurance.

Evidence: Attached

Reviewed by Village Manager Date: Signature:

Note: Certificates of insurance must be provided to the Village Clerk of the Village of Spring Lake or his authorized representative, the Village Manager of the Village of Spring Lake.
d) The applicant certifies he/she/we/they have access to dispose of waste materials only at a properly licensed waste disposal site located within 20 miles of the Village limits of the Village of Spring Lake.

Evidence: Autumn Hills RDF - Zeeland MI

Reviewed by Manager Date: Signature:

e) Applicant acknowledges that if a license to operate in the Village is granted by the Village Council, said license may be revoked by the Village Council upon the receipt of three complaints by customers that have been acknowledged in writing by the Village Manager in letters of reprimand to the licensee. If more than three letters of reprimand have been sent to licensee, then the license for such licensee shall be deemed automatically revoked 30 days after the mailing of such third letter. The licensee may request a hearing in writing before the Village Council. At the hearing, licensee shall show cause why its license should not be revoked, as requested by Council. It is understood that said hearing shall take place at the next regular public meeting of the Council, after receipt of the licensee's request for a hearing in writing. (See ordinance #154, Section 9-34, Village Code of Ordinances.)

f) The applicant certifies that all equipment to be utilized for work performed in the Village will at all times be identified with the name of the vendor, the address of the licensee and the telephone number where customers of the licensee can contact the licensee or their representative in the local calling area without additional charge for long distance rates.

Evidence: Equipment Signage

Reviewed by Manager Date: Signature:

g) The applicant certifies that the rates charged will at no time exceed the maximum rates approved by the Village Council, although lower rates may be charged. Additional rates for special services to individual customers may be negotiated according to the provisions of the ordinance.

h) The applicant certifies that he will provide and distribute to each of its customers a pamphlet disclosing the name and address of the licensee, the rates being charged, a local phone number of the licensee and the rules of garbage and trash collection applicable to such service within 30 days of the granting of a license by the Village Council and annually thereafter as long as the licensee shall be permitted to operate in the Village.

i) The applicant certifies that he is familiar with the Village Waste Hauling Ordinance and current Waste Hauling Resolution and shall abide by same at all times while licensed by the Village of Spring Lake.

The undersigned hereby certifies that the statements and certifications contained in this application are factual and truthful. Misrepresentation of any of these facts shall be cause for revocation of license. The person signing this license application and certification has the authority to do so on behalf of the company.

Name of Company: Waste Management Inc

Date: 9-28-18

By: Mary Kaczmarcz

Title: Operations Specialist SE

*****************************************************************

Recommended for approval

Recommended for disapproval

Date: Signature of Manager
<table>
<thead>
<tr>
<th>Service</th>
<th>Monthly Rate</th>
<th>Service Code</th>
<th>Monthly Maintenance Fee</th>
<th>Service Code</th>
<th>INL Reactivation Fee</th>
<th>Compost Activation Fee</th>
<th>Budget Bag Cost</th>
<th>Shipping &amp; Handling (Bags)</th>
<th>Bag Service Limits</th>
<th>Toter Service Limits</th>
<th>Toter Rental</th>
<th>Addtl Toter Svc Code</th>
<th>Recycle Bin Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seasonal (INL/DIL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>64 Gal Toter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>We no longer offer service with a 64-gallon toter. If an existing customer has a 64-gallon toter that needs to be replaced, please let the customer know that it may be replaced with a 66 gallon toter at no extra charge if the site no longer has any 64 gallon toters.</td>
</tr>
<tr>
<td>96 Gal Toter</td>
<td>$12.00</td>
<td>8BT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd 96 Gal Toter</td>
<td>$10.00</td>
<td>9AT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd 96 Gal Toter</td>
<td>$10.00</td>
<td>9AT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Compost</td>
<td>$12.50</td>
<td>8BG</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget Bag Service</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5.82</td>
</tr>
<tr>
<td>Activation Fee New business (NBO/NBL)</td>
<td>$40.00</td>
<td>SRU</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recycling</td>
<td>$6.50</td>
<td>RBW / MOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Recycling</td>
<td>$6.50</td>
<td>RBW / MOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Service Area Comments:**

Checked MAS for correct service day.

Serviced by 665. Bulk pick up service available for an additional fee.

2019
## November 2018 Budget Adjustments

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>202-000.000-677.101</td>
<td>Major Streets</td>
<td>Revenue</td>
<td>25,000</td>
<td>26,000</td>
<td>1,000</td>
</tr>
<tr>
<td>202-463.000-703.000</td>
<td>Major Streets</td>
<td>Routine Maintenance</td>
<td>1,130</td>
<td>1,730</td>
<td>600</td>
</tr>
<tr>
<td>202-463.000-703.001</td>
<td>Major Streets</td>
<td>Routine Maintenance</td>
<td>0</td>
<td>400</td>
<td>400</td>
</tr>
</tbody>
</table>

Adjust Current Year Major Streets Budget.

Net Change 0

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>202-463.000-702.001</td>
<td>Major Streets</td>
<td>Routine Maintenance</td>
<td>100</td>
<td>400</td>
<td>300</td>
</tr>
<tr>
<td>202-463.000-703.000</td>
<td>Major Streets</td>
<td>Routine Maintenance</td>
<td>2,000</td>
<td>1,700</td>
<td>(300)</td>
</tr>
</tbody>
</table>

Adjust Current Year Local Streets Budget.

Net Change 0

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>101-270.000-801.000</td>
<td>General Fund</td>
<td>Barber School</td>
<td>0</td>
<td>450</td>
<td>450</td>
</tr>
<tr>
<td>101-270.000-910.000</td>
<td>General Fund</td>
<td>Barber School</td>
<td>425</td>
<td>475</td>
<td>50</td>
</tr>
<tr>
<td>101-270.000-931.000</td>
<td>General Fund</td>
<td>Barber School</td>
<td>5,000</td>
<td>4,500</td>
<td>(500)</td>
</tr>
</tbody>
</table>

Adjust Barber School Current Year Budget.

Net Change 0

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>101-381.000-709.000</td>
<td>General Fund</td>
<td>Zoning/Planning</td>
<td>6,750</td>
<td>6,645</td>
<td>(105)</td>
</tr>
<tr>
<td>101-381.000-910.000</td>
<td>General Fund</td>
<td>Zoning/Planning</td>
<td>100</td>
<td>101</td>
<td>1</td>
</tr>
<tr>
<td>101-381.000-900.000</td>
<td>General Fund</td>
<td>Zoning/Planning</td>
<td>500</td>
<td>604</td>
<td>104</td>
</tr>
</tbody>
</table>

Adjust Current Year Budget for Zoning and Planning.

Net Change 0

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>101-441.000-741.000</td>
<td>General Fund</td>
<td>DPW</td>
<td>0</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>101-441.000-931.000</td>
<td>General Fund</td>
<td>DPW</td>
<td>5,000</td>
<td>4,500</td>
<td>(500)</td>
</tr>
</tbody>
</table>

Adjust DPW Department Current Year Budget.

Net Change 0

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>101-555.000-933.100</td>
<td>General Fund</td>
<td>Mill Point Park</td>
<td>200</td>
<td>500</td>
<td>300</td>
</tr>
<tr>
<td>101-555.000-775.400</td>
<td>General Fund</td>
<td>Mill Point Park</td>
<td>1,000</td>
<td>700</td>
<td>(300)</td>
</tr>
</tbody>
</table>

Adjust Mill Point Park Current Year Budget.

Net Change 0

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>249-000.000-664.000</td>
<td>Building Fund</td>
<td>Revenue</td>
<td>500</td>
<td>833</td>
<td>333</td>
</tr>
<tr>
<td>249-381.000-804.100</td>
<td>Building Fund</td>
<td>Zoning/Planning</td>
<td>0</td>
<td>333</td>
<td>333</td>
</tr>
</tbody>
</table>

Adjust Building Fund Current Year Budget.

Net Change 0

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>590-000.000-703.001</td>
<td>Sewer Fund</td>
<td>Sewer</td>
<td>0</td>
<td>150</td>
<td>150</td>
</tr>
<tr>
<td>590-000.000-711.000</td>
<td>Sewer Fund</td>
<td>Sewer</td>
<td>650</td>
<td>200</td>
<td>(450)</td>
</tr>
<tr>
<td>590-000.000-727.000</td>
<td>Sewer Fund</td>
<td>Sewer</td>
<td>2,000</td>
<td>1,000</td>
<td>(1,000)</td>
</tr>
<tr>
<td>590-000.000-853.000</td>
<td>Sewer Fund</td>
<td>Sewer</td>
<td>3,000</td>
<td>2,000</td>
<td>(1,000)</td>
</tr>
<tr>
<td>590-000.000-923.000</td>
<td>Sewer Fund</td>
<td>Sewer</td>
<td>0</td>
<td>2,300</td>
<td>2,300</td>
</tr>
</tbody>
</table>

Adjust Sewer Fund Current Year Budget.

Net Change 0

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Account</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>591-000.000-703.001</td>
<td>Water Fund</td>
<td>Water</td>
<td>0</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>591-000.000-711.000</td>
<td>Water Fund</td>
<td>Water</td>
<td>650</td>
<td>600</td>
<td>(50)</td>
</tr>
<tr>
<td>591-000.000-727.000</td>
<td>Water Fund</td>
<td>Water</td>
<td>1,600</td>
<td>1,300</td>
<td>(300)</td>
</tr>
<tr>
<td>591-000.000-801.315</td>
<td>Water Fund</td>
<td>Water</td>
<td>1,500</td>
<td>825</td>
<td>(675)</td>
</tr>
<tr>
<td>591-000.000-922.000</td>
<td>Water Fund</td>
<td>Water</td>
<td>275</td>
<td>1,000</td>
<td>725</td>
</tr>
</tbody>
</table>

Adjust Water Fund Current Year Budget.

Net Change 0
<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions about library programs or services?</td>
<td>Customized Medigap buyers’ guides</td>
<td>10:30 am Preschool Storytime: Cats and Dogs</td>
<td>2</td>
<td>10:30 am Preschool Storytime: Cats and Dogs</td>
<td>3</td>
<td>hoopla</td>
</tr>
<tr>
<td>Call 616.846.5770 or visit sllib.org for more information</td>
<td>Fax and copy machines</td>
<td>8:10:30 am Preschool Storytime: What a Feast</td>
<td>4</td>
<td>4 pm Full STEAM Ahead</td>
<td>5</td>
<td>Instantly borrow free digital movies, music,</td>
</tr>
<tr>
<td>4 Sunday hours 2-5 pm</td>
<td>6 9:45 am Little Movers Storytime</td>
<td>7 12 pm Wall Street Party</td>
<td>8 7 pm Fabulous Floral Designs with Bob Fries; drawings for 5 floral arrangements</td>
<td>9 10:30 am Preschool Storytime: What a Feast</td>
<td>10</td>
<td>Facebook.com/ SpringLakeDistrictLibrary</td>
</tr>
<tr>
<td>Fine Amnesty Week! Up to $10 in SLDL fines waived with donations of new paper and personal care items for The People Center</td>
<td>11 am Baby Bounce Storytime</td>
<td>7 pm Fabulous Floral Designs with Bob Fries; drawings for 5 floral arrangements</td>
<td>810:30 am Preschool Storytime: What a Feast</td>
<td>4 pm Full STEAM Ahead</td>
<td>5</td>
<td>Winter Birding Hotspots with Park Naturalist Curtis Dykstra</td>
</tr>
<tr>
<td>5 10 am SLDL Friends, newcomers welcome</td>
<td>11 am Baby Bounce Storytime</td>
<td>7 pm Fabulous Floral Designs with Bob Fries; drawings for 5 floral arrangements</td>
<td>810:30 am Preschool Storytime: What a Feast</td>
<td>4 pm Full STEAM Ahead</td>
<td>5</td>
<td>Winter Birding Hotspots with Park Naturalist Curtis Dykstra</td>
</tr>
<tr>
<td>11 Sunday hours 2-5 pm</td>
<td>12 7 pm Landscape Photography with Judge Ed Post</td>
<td>13 9:45 am Little Movers Storytime</td>
<td>14 9:30 or 10:45 am OAISD Play ’n Learn 0-5 4 pm Writing Workshop for 5th-8th grade: pre-registration required 6:30 pm Adult Craft: Seasonal Wreaths; pre-registration required</td>
<td>15 10:30 am Preschool Storytime: My Favorite Things</td>
<td>16 10:30 am Preschool Storytime: My Favorite Things</td>
<td>17 2 pm Children’s Bookmark Contest Awards Ceremony with special guest artist Corinne Roberts</td>
</tr>
<tr>
<td>18 Sunday hours 2-5 pm</td>
<td>19 10 am T-Rex Tea Party ages 2-6</td>
<td>20 10 am T-Rex Tea Party ages 2-6</td>
<td>21 9:30 am OAISD Play ‘n Learn for ages 0-2</td>
<td>22 Happy Thanksgiving</td>
<td>23 2 pm Family Movie: Incredibles 2 PG, 125 minutes</td>
<td>24 Twitter.com/sldlibrary</td>
</tr>
<tr>
<td>3-4 pm Music by the Fireplace: Vivaldi Sonatas by Pablo Mahave-Veglia and Gregory Crowell</td>
<td>27 9:45 am Little Movers Storytime</td>
<td>28 3:30-5 pm Teen ‘Scape ages 10-18</td>
<td>29 10:30 am Preschool Storytime: Going on a Bear Hunt</td>
<td>30 10:30 am Preschool Storytime: Going on a Bear Hunt</td>
<td>25 Sunday hours 2-5 pm</td>
<td>26</td>
</tr>
</tbody>
</table>

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.
Hi Chris,

We appreciate you letting us know about the status of grinding the sidewalk on Savidge Street. Since it is a tripping hazard we were wondering if it would be possible for the village to paint a yellow stripe on the sidewalk so that people would know to watch their step. Thank you.

Cathy Loree

From: Christine Burns <christine@springlakevillage.org>  
Sent: Monday, October 15, 2018 8:26 AM  
To: Cathy Loree <cloree@sllib.org>  
Cc: Claire Sheridan <csheridan@sllib.org>; Wally Delamater <wdelamater@springlaketwp.org>; Ben VanHoeven <ben@springlakevillage.org>  
Subject: RE: Spring Lake District Library Sidewalk

Cathy,

The Village did not budget for any sidewalk grinding for fiscal year 2018/2019; all of our non-motorized pathway money was allocated for new LED lights along Lakeside Trail. Council will start working on the 2019/2020 budget shortly after the first of the year with adoption in June. I can let you know if they allocate funds for sidewalk grinding or replacement.

I’ve cc:d Ben on this email so that he may address the globe issue.

Thanks,

Chris

Hi Chris,

Can you give us an update on when the uneven sidewalk on Savidge St will be shaved? Also one of the globes on the street light near the middle is tilted. It should be straightened out since we would not want it falling on anyone. Thanks.

Cathy Loree  
Maintenance Supervisor  
Spring Lake District Library
Hi Chris,

We were wondering what the status is of shaving the uneven sidewalk on the north side of the library. There is a difference of almost 2 inches between the sections and we are concerned about it being a tripping hazard. I have attached pictures of the problem area. Thank you.

Cathy Loree
Maintenance Supervisor
Spring Lake District Library
616-212-1960

It sounds like it may happen in 2018.

Claire, It will likely be this fiscal year (but next calendar year). I'll double check with Ben to make sure it's on the list.

Thanks,

Chris

Hello Chris,

Cathy Loree sent this email to Ben at DPW in July but the sidewalk is still uneven and she hasn’t heard back from Ben. Can you tell me if the Village is planning to get this done this year yet or will it need to wait until next year? Thank you.
From: Cathy Loree
Sent: Thursday, July 27, 2017 10:27 AM
To: 'dpw@springlakevillage.org' <dpw@springlakevillage.org>
Subject: Spring Lake District Library Sidewalk

Ben,

I called the Village office a few months ago to advise that there is a raised portion of the sidewalk in front of our building on Savidge St. I was advised that it would be added to the list of sidewalks to be “shaved” down. I wanted to verify that we are currently on the list and see if you knew when the work might be done since it is a tripping hazard. Thank you for your time.

Cathy Loree
Maintenance Supervisor
Spring Lake District Library
616-212-1960
cloree@sllib.org
November 1, 2018

Mr. Mark Powers, Village Council President
And Spring Lake Village Council
102 W. Savidge St.
Spring Lake, MI 49456

Dear President Powers and Village Council Members:

Please find enclosed a copy of the Library’s recently adopted policy regarding tax capture. As a courtesy, the Library wanted to provide you with information regarding the background of the policy and why it was adopted. This action is not about a lack of support for the Village of Spring Lake, but about believing that a strong library is very important to the community and is an asset that provides quality of life benefits for residents of the Village and the Township.

In 2018 the Village of Spring Lake’s Downtown Development Authority captured $55,340 of the library millage fund through tax increment financing within the DDA districts. Each year the amount of capture increases as taxable value increases in the DDA district. Since the DDA has been in existence beginning in 1983, the Village has expanded the DDA district and extended the DDA development plan without resetting the base level taxable value of the DDA district. If the base is reset periodically, then entities with millages being captured by the DDA see fiscal benefit from the increased taxable value, but if not, there is no direct fiscal benefit to those entities whose millages are captured.

When Ottawa County personnel researched districts using tax increment financing in Ottawa County in 2015, they held meetings to educate people from the organizations whose millages are affected by TIFs, such as the Spring Lake Public Schools, the Ottawa Area Intermediate School District, Ottawa County, the Village of Spring Lake, Spring Lake Township, the North Ottawa Council on Aging, the Tri-Cities Museum, the Spring Lake District Library and others. Of these organizations, the school is the only one reimbursed by the State of Michigan for the funds taken from its millage. Spring Lake District Library board members attended the meetings held by the County to educate themselves about TIFs and how they work. They in turn brought that information back to the entire library board so that the board could make informed decisions on TIF issues.
After much consideration of the growing financial burden imposed by the Village of Spring Lake’s DDA capture, the Library Board decided to follow the example of the Kent District Library and adopt a policy of opting out of all districts or authorities that use tax increment financing and capture library millages and their expansions. Across the state many district libraries are choosing to opt out of tax captures for the same reason. The Library Board has a fiduciary duty to do what is best for the library and the taxpayers in the library district. If multiple tax captures diminish the library tax income, then when the library asks for another millage the impact of the tax capture has to be taken into account. The Library Board wants to ensure that the taxes approved by voters for library purposes will be used for that purpose only.

Sincerely,

Mary Egin

Mary Egin, President
Spring Lake District Library Board of Trustees

Cc: Ms. Christine Burns, Village Manager
SPRING LAKE DISTRICT LIBRARY

Tax Capture Policy

1. General Statements Regarding Policy.

The Spring Lake District Library ("Library") provides access to a broad range of information, services and resources to the citizens of the Library District. Taxpayers within the Library District have approved a dedicated library millage for the operation and support of the Library ("Library Millage"). As such, the Library Board adopts this policy to ensure that the Library Millage will continue to be used for Library purposes to the extent permitted by law.


By law, municipalities located within the Library District may establish authorities, such as downtown development authorities, corridor improvement authorities and local finance development authorities, that may be funded in whole or in part through tax increment financing plans ("TIF Plans"). These TIF Plans would allow the authority to capture a portion of the Library Millage. It shall be the policy of the Library Board of Trustees that the Library exempt the Library Millage from capture whenever the ability to "opt out" is authorized by law. This includes, but is not limited to, opting out when any new tax capturing entity is formed or when any existing tax capturing entity's district is expanded.


The Library understands that it shall take any and all action to exempt the Library Millage from tax capture once the Library becomes aware that the Library Millage may be subject to capture. Such action shall include, but not be limited to:

A. Investigating whether the Library Millage will be captured by any new authority or TIF Plan or whether a change to the existing authority will result in new or increased tax capture.

B. If the Library's Millage will be subject to capture, investigating whether the Library has the authority to opt out.

C. If the Library has authority to opt out, the Library shall take any and all action required by law to exempt the capture of the Library Millage. The Library Board shall follow all procedures required by Michigan law that are applicable to the entity that intends to capture the Library Millage, including, but not limited to, attending the public hearing and adopting any Resolution necessary to opt out of the tax capture or TIF Plan.

4. Exception.

The Library Board may determine in a particular instance that permitting the capture of Library Millage is in the best interest of the Library. At such time, for reasons stated on the Library Board record, the Library may choose to allow the capture to occur pursuant to a written agreement as required by law.
<table>
<thead>
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<th>Date</th>
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<td>36,958.11</td>
</tr>
<tr>
<td>Aug-08</td>
<td>28,907.11</td>
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<tr>
<td>Jun-09</td>
<td>26,061.86</td>
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<td>Jun-10</td>
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<td>Jun-13</td>
<td>38,967.95</td>
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<tr>
<td>Jun-14</td>
<td>41,151.70</td>
</tr>
<tr>
<td>Jun-15</td>
<td>42,256.42</td>
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</table>

Total 320,994.13
Hello Chris,
If we receive obligation of federal funds in early December after the TIP amendment is approved, the project could potentially make the February 1, 2019 letting. I will work with your consultant to meet the earliest letting possible after obligation.
Thanks, Amy

Lynnette,
We are desperately trying to coordinate this project with another along Exchange Street. We have a sewer force main (across the Grand River) that is being replaced next construction season which will impact traffic along Exchange. As you probably know, M-104 is the only way in/out/thru the Village and Exchange Street serves as a bypass for M-104 in the event of an emergency (like when the bridge breaks). To have Exchange Street closed for two project at two totally different times has the ability to cripple traffic flow, should something happen along M-104. Anything you can do to keep this project on – or close to – the original schedule will benefit every motorist in NW Ottawa County.

Thanks for the heads up,

Chris
Christine Burns
Spring Lake Village Manager
102 W. Savidge
Spring Lake, MI 49456
P: 616.842.1393
F: 616.847.1393
Ms. Burns,
The Village of Spring Lake’s Exchange Street Project (JN 130780CON) is going through the amendment process to correct the project in the new TIP System (JobNet). In speaking with your MPO, it appears that we can look for federal approval around the beginning of December – at that time is when we can move forward with obligation.

Unfortunately, this significantly delays your project. You would have to work with Amy, but an early December approval may mean a March, NOT December letting.
We will process your obligation request as soon are we are able.

Please let me know if you have any questions,
Lynnette Firman, PE
Urban Project Development Engineer
MDOT – Local Agency Programs
517.335.0878
Top 13 Legal Cases Consequential to Michigan Municipalities

Ms. Christine M. Burns
Village Manager
Spring Lake
102 W. Savidge St.
Spring Lake, MI 49456-1696

Nearly 85 percent of League members are also members of the Michigan Municipal League Legal Defense Fund (LDF). This booklet is intended to help your council/commission make a connection between the dues it pays to the LDF and the work the LDF performs. It highlights the 13 most consequential cases the LDF has been involved with since 2011.

The LDF provides support and assistance to member municipalities and their attorneys, in cases where the issues have a broad impact on both the municipality involved in the case and on other municipalities in the state.

Please share this publication with your council.
October 25, 2018

Dear Ms. Christine M. Burns:

As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation (MDOT).

The resulting Michigan Local Agency Pavement Warranty Program is the statewide accepted format that local agencies can use for hot mix asphalt (HMA) and plain jointed concrete paving projects on public roads and streets, if they opt to utilize a warranty on a project. This Warranty Program must be adopted by every community no later than September 18, 2019, and every community must consider a warranty on each project utilizing any state or federal funding that also includes $2 million or more in paving-related components. Communities must annually report on projects with $2 million or more in paving-related items, regardless of whether they implemented a warranty or not.

To assist with the adoption of the Warranty Program, the League has set up a Local Agency Pavement Warranty Program webpage where you can download all the information necessary to adopt the program. http://www.mml.org/advocacy/pavement-warranty/

The overall goal of the Michigan Local Pavement Warranty Program is to have one standardized method for applying pavement warranties on local agency projects, which provides a consistent, quantifiable and transparent program that pavement contractors can recognize and implement.

Program Components

The Local Pavement Warranty Program, as approved by MDOT, consists of the following documents and they can be found on the League’s Local Agency Pavement Warranty Program webpage:

- Special Provisions (Boilerplate, Concrete, HMA, Location and a Pass-Through Warranty Bond)
- Warranty Bond Form and Contract Form
- Guidelines for Local Agency Pavement Warranty Program

The Program was developed over the last 30 months by the Local Agency Pavement Warranty Task Force including representatives of the Michigan Municipal League, County Road Association, MDOT, Federal Highway Administration-Michigan, Michigan’s Local Technical Assistance Program (LTAP), municipal road agencies, legal counsels and industry representatives.
Timeline for Warranty Policy Adoption

Local Pavement Warranty Program developed by the Task Force must be adopted by your community on or before September 18, 2019.

To adopt the Pavement Warranty Program, each community should adopt two separate Resolutions. First, a Resolution to Adopt a Local Pavement Warranty Program (sample template and corresponding documents can be found on the League’s webpage) is needed to adopt the Local Agency Pavement Warranty Program and its accompanying documents. Second, a Resolution to Implement a Local Pavement Warranty Program (sample template can be found on the League’s webpage) that defines the agency’s intent to apply the warranty program consistent with the Local Agency Pavement Warranty Guidelines and report annually on each project that includes $2 million or more in paving-related components and includes any state or federal funds.

The goals of the Local Agency Pavement Warranty Program are to meet the legislative mandate to implement it, as well as to standardize review and oversight of pavement warranty projects, and to have a program that is transparent and uniform for private-sector contractors.

To find the sample Resolutions and corresponding documents, please visit the League’s Local Agency Pavement Warranty Program webpage. http://www.mml.org/advocacy/pavement-warranty/

Future Warranty Education Programs

The Warranty Task Force has obtained a FHWA grant of $74,000, which its Education Subcommittee will use to work with the Michigan Local Technical Assistance Program (LTAP) to conduct education and training sessions. Training will be designed for elected/appointed officials, administrators, as well as managers/directors, engineers and engineering technicians in both onsite sessions and online webinars during 2019. The League will work with LTAP to publicize these sessions.

If you have any questions about the Local Pavement Warranty Program, please contact John LaMacchia at (517) 908-0303 or at jlamacchia@mml.org.

Sincerely,

Daniel P. Gilmartin
Executive Director and CEO
Michigan Municipal League
1. **Call to Order**

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

2. **Pledge of Allegiance**

3. **Roll Call**

   **Present:** Duer (7:01), Miller, Petrus, Powers, TePastte, Van Strate.

   **Absent:** Hanks

   Motion by Miller, second from TePastte, to excuse the absence of Council Member Hanks.

   Yes: 5       No: 0

4. **Approval of the Agenda**

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

   Yes: 5       No: 0

5. **Consent Agenda**

   A. Approved the payment of the bills (checks numbered 60116-60163) in the amount of $165,602.31.

   B. Approved the minutes for the September 10, 2018 work session and the September 17, 2018 regular Council meeting.


   D. Approved a -.02 mill correction to the winter tax bills.

   E. Approved a working holiday (Veterans Day) for November 12, 2018.
F. Approved a contract with Summit Tree Service for an amount not to exceed $8,375.48 for tree trimming, tree removal and stump grinding services.

Motion by Petrus, second from Miller, to approve the Consent Agenda as presented.

Yes: 6  No: 0

6. General Business

A. Audit Presentation – Doug Vredeveld, Vredeveld Haefner, was present and shared the FY 2017/2018 Audit with Council. Mr. Vredeveld said it was a good, clean audit. Council discussed the Audit with Mr. Vredeveld and Hinga.

B. Motion to Enter into a Public Hearing to Amend the Water Ordinance, Section 373-6 & Section 373-9.

President Powers opened the Public Hearing at 7:25 p.m.

There was no public comment.

Motion by Van Strate, second from TePastte, to close the Public Hearing at 7:26 p.m.

Yes: 6  No: 0

Motion by Petrus, second from Duer to amend the Water Ordinance, Section 373-6 & Section 373-9.

Yes: 6  No: 0

7. Department Reports

A. Village Manager – Manager Burns had nothing to add.
B. Clerk/Treasurer/Finance Director – Finance Director Hinga had nothing to add.
C. OCSO
D. Fire
E. 911
F. DPW
G. Building
H. Water
I. Sewer

8. Old Business and Reports by the Village Council – Van Strate said that the new lights on Lakeside Trail looked good. Burns reported that the section of lights on the east end of the trail, that were not on, was a Consumers Energy issue and
should be repaired by the end of the week, however, there was a minor maintenance issue that the Village was getting bids to repair. Petrus said she had not been there yet, but her running group had all positive comments about the new lights.

9. **New Business and Reports by Village Council** – There was no new business.

10. **Status Report: Village Attorney** – Attorney Sullivan had nothing to add.

11. **Statement of Citizens**

   There were no statements of citizens

12. **Adjournment**

    Motion by Van Strate, second from Duer, Village Council adjourned the meeting at 7:30 p.m.

    Yes: 6  No: 0

__Mark Powers, Village President  Maryann Fonkert, Deputy Clerk__
President Powers called the meeting to order at 7:00 p.m.

1. 6:15 p.m. (Barber School) Joint Meeting with Spring Lake Township Board of Trustees

2. Auditor Presentation
   The paper copy of the audit was distributed at the Work Session with the presentation and discussion to take place at the regular meeting on October 15, 2018.

   Burns said that if Council had questions regarding the audit, Hinga would be able to answer them, or they could ask Doug at the next Council meeting. Hanks shared that the Finance Committee had no questions or comments, other than to say that it was good to have a clean audit.

3. Water Ordinance
   The water ordinance public hearing will be held at the regular Council Meeting on October 15, 2018.

   Burns explained that this amendment would clarify who was responsible for what costs in the event of a break.

4. Budget Amendments (Marv Hinga)
   Marv Hinga will have budget amendments for the finance committee to review, followed by Council review.

   Hinga explained that there were four (4) budget amendments
   - Worker’s Comp had come in a little higher than anticipated
   - Tanglefoot Park did not have a line item for Capital Outlay, so one was created, and a mower charged against it. Hinga said that he was able to reduce Professional Services to offset.
More than anticipated repairs and maintenance supplies had been purchased for Parks Maintenance. Hinga said the offset would be the reduction of overtime wages that previously were not encountered in this department, along with some sprinkler maintenance.

A couple of line items were overlooked in the Village Manager’s vision reimbursement when preparing the budget. Hinga said the HICA claims tax that the state levies on employer provided health insurance products, effective November 1st., were being eliminated. Hinga said this was being offset by higher revenues for Zoning fees.

5. Tax Bill Correction (Marv Hinga)
   Hinga explained that the amount he had submitted to the Township regarding the millage to collect on the Summer Tax bills was incorrect by .02 mills. Hinga said he had submitted 9.66 instead of 9.64, which meant $2,700 too much had been collected. Hinga said to correct his error, the winter tax bill would be reduced by .02 mills., noting the reason on the bill.

6. Veterans Day Closure
   Most residents assume that Village Hall is closed on Federal holidays. November 12, 2018 is a Federal holiday recognizing Veterans. Staff proposed another “working holiday” whereas Village Hall is closed to the public, but staff still reports as normal. Burns explained that this was a housekeeping item that was done every year.

7. Marijuana Ballot Issue
   Burns said there was not much to say on this item other than at some point Council would have to address it if/when it was voted in.

8. Tree Removal List
   On October 1, 2018 the Tree Board reviewed the list of proposed trees for removal. The Tree Board concurred with DPW Foreman Ben VanHoeven’s recommendations. Ben solicited quotes to perform the work; only 2 companies had submitted quotes. Burns said that both companies had done quality work for the Village, with Andy’s having done more, but Summit was the low bid between the two for this project. Burns recommended Summit and Council agreed.

9. Redevelopment Ready Community (RRC) Status Update
The Village is required to submit a quarterly report to the MEDC on progress made towards completing the RRC designation. Burns attached a copy of the progress report so that Council can see what the expectations are and where the Village stands regarding completion. Burns reported that they were a little behind schedule since Dana Kollewehr left the Chamber, but Howland has picked up the task and was moving forward. Burns said this was an important designation for grant funding.

10. MML Annual Conference Report (Susan Petrus)

Petrus shared her first experience at the MML Annual Conference. Petrus said the topics were all relevant and a great educational opportunity. Burns shared upcoming opportunities provided by the MML.

11. Board & Committee Appointments

The following is a list of those board/committee appointments expiring in November. Each member received an application and invitation to reapply for their respective seat. This item will be placed on the November agenda.

<table>
<thead>
<tr>
<th>Board/Committee</th>
<th>Name</th>
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<tbody>
<tr>
<td>DDA</td>
<td>Lou Draeger</td>
</tr>
<tr>
<td>DDA</td>
<td>Vince Blake</td>
</tr>
<tr>
<td>DDA</td>
<td>Jim Willison</td>
</tr>
<tr>
<td>DDA</td>
<td>Gary Hanks</td>
</tr>
<tr>
<td>Historic Conservation Commission</td>
<td>Jane Ladley</td>
</tr>
<tr>
<td>Historic Conservation Commission</td>
<td>Sherron Collins</td>
</tr>
<tr>
<td>Parks &amp; Recreation Commission</td>
<td>Erik Poel</td>
</tr>
<tr>
<td>Planning Commission</td>
<td>Chip Bohnhoff</td>
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<td>Richard Martinus</td>
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<tr>
<td>Planning Commission</td>
<td>Scott VanStrate*</td>
</tr>
<tr>
<td>ZBA</td>
<td>Vince Blake</td>
</tr>
<tr>
<td>ZBA</td>
<td>Ernie Petrus</td>
</tr>
<tr>
<td>Library**</td>
<td>Tom Cousineau</td>
</tr>
</tbody>
</table>

The following new applications have been received for boards/committees:
Burns reported that Lesley VanLeeuwen-Vega applied, and Jim Willison reapplied for DDA. Council discussed the Library Board opening and Hanks offered to step in on a short-term basis, if necessary.

12. Communications
- Complaint – Hauter
- Complaint - Rau
- Complaint – Werner
- Fire Department Open House
- Grand Haven Newsletter
- Informal Hearing – 105 S. Lake
- Lakeside Trail – Consumers Energy Grant
- Reimagine

Burns went over the communications with Council and asked Council if there were any preferences for a Strategic Planning Saturday in January. Burns shared that the Exchange Street Project Community Engagement was scheduled for November 20th at the library and that they also needed to pick a date in January for a Community Engagement to discuss the water and sewer rate raise. Council suggested, since the decision to raise rates had already been made, that providing education and a time for discussion with the residents regarding water and sewer rates, take place at a Work Session or Regular Council meeting instead of a Community Engagement. Burns suggested, in that case, a Public Hearing be held. Council agreed.

Burns reported that she had met with the Tanglefoot Park seasonal residents regarding the Exchange Street reconstruction project and gave them the option to not come back for the 2019 season and reassured them that they would not lose their seniority for the 2020 season. Burns said most of the residents said they did not want to be trapped in the park by construction, however, there were a few that said they wanted to come back no matter what. Burns said they also discussed that, at some point, it would not pay to open the park for the 2019 season, and if that was the case, Stuhlmann said he thought this would be his last year. Burns recommended a joint meeting with Council, DDA and Parks and Rec to discuss the future of
Tanglefoot Park regarding maintenance repairs and downtown redevelopment. Council discussed their thoughts on the 2019 camping season and agreed it would depend on the cost analysis.

Burns shared that the complaint that the Village had received regarding a young man on Exchange Street was determined to be a Police issue and there was nothing the Village was able to do.

Burns reported that DDA member Michelle Dixon had received an email from Karla Constantine asking that the DDA provide financial support for the Heritage Festival. Burns said that this had been discussed and explained to the Heritage Festival, on more than one occasion, that monetary donations and sponsorships were not a legally allowed expenditure to be given to a 501c3. Burns also shared that close to 100 combined hours were donated each year by the Fire Department and Sheriff’s Deputies, and that did not include the DPW hours. Council discussed this request and agreed they were not willing to make unlawful donations.

13. Minutes
Minutes of the September 10, 2018 Work Session and September 17, 2018 regular meeting are attached for review.

14. Public Comment
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.

Lee Schuitema, 408 W Exchange, spoke regarding Tanglefoot Park and trying to keep it open for the 2019 season.

15. Adjournment: There being no further business, the meeting adjourned at 8:05 p.m.