



VILLAGE OF SUTTONS BAY
Village Council Regular Meeting
420 N. Front Street, Suttons Bay, MI 49682
Monday November 21, 2022 5:30 p.m.
Agenda

For the public wishing to view the meeting using remote attendance, there will also be a Zoom link (which can be found on our website at www.suttonsbayvillage.org). Public participation shall be limited to in-person or via written communication received prior to the meeting.

1. Regular Meeting Called to Order
2. Roll Call
3. Consent Agenda
 - a. Approval of Minutes October 17, 2022 & November 2, 2022
 - b. Payment of Invoices
 - c. Correspondence received regarding Short Term Rental
 - d. Correspondence received from Northwest Education Services
4. Agenda Approval
5. Public Comment / Communication and Reports (please limit to no more than three (3) minutes)
6. Unfinished Business
 - A. VSB 2022- 66 Short Term Rental Discussion
7. New Business
 - B. VSB 2022- 53 Accessory Dwelling Units
 - C. VSB 2022- 64 Charter Franchise Agreement
 - D. VSB 2022- 62 Parks and Recreation Plan
 - E. VSB 2022- 65 Par Plan Grant Resolution
 - F. Reschedule December Village Council Mtg to 12-6-22
 - G. VSB 2022-67 Schedule Public Hearings - 2022 Budget Amendments/ 2023 Mileage Rate / 2023 Budget
 - H. Appointment of DDA member Nick Young
8. Special Committee Reports/Staff Reports
9. Good of the Order (Council Member **Comments**)
10. Public Comment (please limit to no more than three (3) minutes)
11. Adjournment

If you are planning on attending this meeting and are disabled requiring any special assistance, please notify the Village Clerk by calling 231.271.3051 or by email suttonsbay@suttonsbayvillage.org as soon as possible.



VILLAGE COUNCIL REGULAR
MEETING MINUTES OF OCTOBER 17, 2022

The meeting was called to order at 5:30 p.m., by President Lutke

Present: Bahle, Case, Christensen, Long, Lutke, Smith and Suppes

Staff present: Fay, Larrea and Miller

Consent agenda

Bahle moved, Smith seconded, CARRIED, to approve the Consent agenda as presented. The Village Council meeting minutes of September 19, 2022, are approved. The payment of invoices is approved. Ayes: 7, No: 0.

Agenda approval

Case moved, Long seconded, CARRIED, to approve the agenda as presented. Ayes: 7, No: 0.

Public Comment/Written Communications

Written communications were received from Lois Bahle, Northwest Education Services, and Maureen Penfold, and can be found in this meeting packet.

Bill Perkins stated he is running for a seat on the Village Council and during door to door campaigning he learned residents do not like Airbnb's.

Judy Yoder is opposed to non-owner occupied ADU's. Yoder said that parking is sparse on the 400 block of St. Mary's.

Jason Metcalf maintains that the moratorium on STR's is unfair and suggests maintaining status quo. He believes the negative STR's issues in the Village exists where it is dense.

Eric Linguar from BATA reminded folks that BATA is one the November 8th ballot for a renewal stating Suttons Bay is the number one stop in Leelanau County.

Mr. Martinson is opposed to STR's.

Lois Bahle referred to Penfold's written communication in support. Bahle said the Housing Summit is coming up, and that the STR legislation has moved from the house to the Senate. Bahle provided Housing North talking points on STR's.

William Crackel thanked Village staff for looking at the draining issue on St. Mary's. He does not support parallel parking on St. Mary's. He supports BATA. He believes the Village has over committed to STR's.

Donna Popke is grateful for the crosswalk signs. She believes that too many STR's are a community killer.

VS2022-59 Pavilion Acquisition

Following discussions, it was the consensus of Council to not acquire the pavilion located at Inland Seas. Lutke thanked Larrea for his work on this proposed acquisition.

VS2022-60 Waterwheel Cost Estimates

Smith moved, Case seconded, CARRIED, to enter into an agreement with GEI Consultants in the amount of \$15,000, for site assessment and consulting services for water wheel removal and stream restoration. Ayes: 7, No: 0.

VS2022-61 Waiver of Fee(s) Request

Bahle moved, Smith seconded, CARRIED, to waive the fees associated with Peninsula Housings three applications for zoning text amendments. Ayes: 7, No: 0.

Special Committee Reports/Staff reports

Smith asked about the status of a report from the consultant relative the Short-Term Rental ordinance. Larrea stated the report should be ready within a week and will be provided to Council once it is received. A special meeting to discuss the report may be scheduled at a later date.

Larrea stated electrical lines have been buried at North Park and that there be an opportunity to reuse the steel (barriers) removed from that park.

Good of the Order

Case thanked Lois Bahle for her communication regarding the Parks and Rec Plan, and appreciates Penfolds communication as well. He thanked the DPW department for their worked at the water reservoir. He stated there is a lot of downed debris at Bahle Park.

Suppes was grateful for the open house at the WWTP. He was curious what the people who want the waterwheel restored, could do to help. Fundraising?

Lutke noted that this was Council member Long's last meeting stating it has been a pleasure to serve with him and appreciated his clear perspectives. He further noted how helpful it was when the public shows up at the meetings and makes public comments noting the comments help in decision making.

Long stated he is grateful that there is movement with obtaining affordable housing in the Village. He believes a balance could be reached with the STR issues for both of those who hold licenses and what is best for the Village.

Smith appreciated the great comments received from the community on the Parks and Rec Plan and wondered if there is grant money for the parks. She also thanked Long for his service.

Public Comment

Lois Bahle commented on the GEI contract and the pavilion acquisition noting both are grant funding opportunities. She suggested looking for resources for used bridges.

Donna Popke is opposed to short term rentals and supports affordable housing. She believes now is a good opportunity for the community to fundraise for Waterwheel Park.

Mr. Martinson stated he built the Waterwheel out of a large spool and would like to see it restored. He believes it is a golden opportunity to make Waterwheel Park a real jewel and a tourist attraction.

Larry Mawby on behalf of Peninsula Housing thanked Council for moving in the direction of affordable housing. He would like Council and Planning Commissioners to seriously consider and engage in the Housing Ready checklist. He further would like money added to the budget for possibilities of working toward affordable housing.

Zack Hillyer of Housing North introduced himself as a resource for the Village.

Bill Crackel thanked Mike long for his service.

The meeting adjourned at 6:45 p.m.

Meeting minutes submitted by Shar Fay, Clerk.



VILLAGE OF SUTTONS BAY
SPECIAL COUNCIL MEETING
MINUTES OF NOVEMBER 2, 2022

The meeting was called to order at 1:00 p.m.

Present: Bahle, Case, Christensen, Long, Lutke, Smith and Suppes
Staff present: Fay, Larrea and Petroskey
Guests: Kopriva, Consultant

Agenda approval

Bahle moved, Case seconded, CARRIED, to approve the agenda as presented.
Ayes: 7, No: 0.

Public Comment/Communications

A written public comment regarding Short Term rentals was received by Jason Metcalf and can be found in this meeting packet. Other written comments were received from Jessica Wagner, Kara Gelven, Vicky Olsterdorf, and Rick Andrews. Public Comments from meeting attendees regarding the Short-Term Rental Ordinance were received from: Chris Porter, Cindi Millns, Jason Metcalf, Jerome Smith, Jim Muennich, Kara Gelven, Judy Yoder, Rick Andrews and Kim Schneider.

Short Term Rental Ordinance Report – Beckett & Raeder

Council members had the following comments:

- Capping the number of STR licenses at the current number.
- Set a lower cap, achieving through attrition.
- STR's licenses will not pass to a new owner.
- No new licenses until we reach the cap. Cap to be determined.
- Pay a fee to be on a waiting list for a STR license. Designate the fees to an outside company to enforce the STR Ordinance.
- No license for an STR that is a non-owner-occupied dwelling.
- Enforcement is essential. Issues with garbage, parking, noise, fires, drunkenness and traffic.
- Raising the application fee.
- Do not grant a renewal if licensee has been non-compliant.
- Change to an annual renewal instead of a three-year renewal.
- Document violations.
- Establish a number of STR licenses for each district. Density.

- Lack of affordable housing is not because of Short Term Rentals.
- Cap cannot not be arbitrary. Check with Legal counsel. Need an analysis for capping to alleviate lawsuits.
- Allow current licenses to continue.
- Do not support a lottery as a way of who is able to get the next license.
- Establish a mechanism for complaints; such as a standardized complaint form.
- Update/amend the STR Ordinance following the moratorium.
- How do we end the moratorium. By Resolution?

Following discussions, it was the consensus of Council to, at the next Village Council meeting, address the current STR Ordinance and end the Moratorium by Resolution, determine how to establish a cap based on data, allow the current license holders to renew, and not accept any new applications.

Good of the Order

Council thanked Mike Long for his service.

Public Comment

Public comments regarding Short-Term Rentals were received from Jason Metcalf, Judy Yoder, Bill Crackel, Chris Porter, Kim Schneider, Jerome Smith, Kara Gelven, Jim Muennich, Cindi Millns, Nancy Burgess, Carl Schneider and Karen Andrews.

The meeting adjourned at 2:44 p.m.

Meeting minutes submitted by Shar Fay, Clerk.

Check Date	Check	Vendor Name	Description	Amount
10/25/2022	18728 (E)	CONSUMERS ENERGY	390 W BROADWAY REMOVE LIGHT FIXTURE	638.00
10/25/2022	18729 (E)	BLUE CROSS BLUE SHIELD OF MICH	GR 007015354710 0001 NOVEMBER 2022 PREMI	373.29
10/25/2022	18730 (E)	CHARTER COMMUNICATIONS	OCT/NOV 2022-420 FRONT STREET	295.94
10/25/2022	18731 (E)	TIME WARNER CABLE	ACCT# 103479401 OCT 2022 (OP)	127.97
10/25/2022	46173	CONSUMERS ENERGY	STREETLIGHTS-VARIOUS ACCTS	993.47
10/25/2022	46174	DC COLLECTIVE GROCER	OFFICE SUPPLIES	16.07
10/25/2022	46175	DTE ENERGY	VARIOUS ACCTS OCT 2022	555.85
10/25/2022	46176	ACTION INDUSTRIAL SUPPLY	MENS WORK BOOTS-LB	531.62
10/25/2022	46177	AT&T MOBILITY	OCT 2022 VARIOUS ACCOUNTS	488.34
10/25/2022	46178	DORNPOS SIGN AND SAFETY, INC	STOP SIGNS/HARDWARE	412.32
10/25/2022	46179	EAST BAY MEDICAL	DOT SCREENING	57.75
10/25/2022	46180	FASTENAL COMPANY	MISC BOLTS/SCREWS TIES	349.21
10/25/2022	46181	GOURDIE-FRASER INC	SEWER WATER REVIEW & UPDATE-REISSUE CHEC	619.50
10/25/2022	46182	GT HYDRAULICS	W/O#7946 HYDRAULIC CYCLINDER	676.38
10/25/2022	46183	HERMAN BROTHERS' LAWN CARE	MOWING CONTRACT SEPT 2022	1,105.00
10/25/2022	46184	KAL EXCAVATING CO	ST MARYS WATER LINE REPAIR/PAVING	8,590.00
10/25/2022	46185	NORTHERN SPRINKLERS	LAKE PUMP BLOWOUT	115.00
10/25/2022	46186	PRIORITY HEALTH	GROUP 784340 S001, NOV 2022 PREMIUM	7,999.86
10/25/2022	46187	SECURITY SANITATION, INC	OCTOBER 2022 BAHLE PARK PORTA JOHN	1,519.25
10/25/2022	46188	TRUCK & TRAILER SPECIALTIES	SCRAPER BLADES/DBL BEVEL	883.22
10/25/2022	46189	WELLS FARGO FINANCIAL LEASING	CONT# 6030214439000 COPIER LEASE	72.92
10/28/2022	46190	LESLIE COUTURIER	ZONING ADMIN AGREE - OCT 2022.	490.00
10/28/2022	46191	HAMMERSMITH EQUIPMENT CO	SAFETY FENCE 100 FT	255.00
10/31/2022	18732 (E)	CHARTER COMMUNICATIONS	ACCT# 8245121220023735 OCT 2022	79.98
10/31/2022	18733 (E)	CHARTER COMMUNICATIONS	ACCT# 8245 12 122 0017471 326 FRONT	127.98
11/01/2022	18734 (E)	POSTMASTER	CERTIFIED MAIL/RETURN RECEIPT	7.85
11/01/2022	18735 (E)	CHARTER COMMUNICATIONS	ACCT# 8245121220022588 OCT 2022	182.96
11/01/2022	18736 (E)	CERRYLAND ELECTRIC	ACCT# 8364410 1520 RICHTER ROAD	153.08
11/01/2022	46192	NORTHERN BUILDING SUPPLY, LLC	ACCT # 00110 OCTOBER 2022 SUPPLIES	193.56
11/01/2022	46193	BRIGHTSPEED	ACCT# 300439566 OCT 2022	655.56
11/01/2022	46194	BRIGHTSPEED	ACCT# 405593377 OCT 2022	225.81
11/01/2022	46195	STATE OF MICHIGAN	WSSN: 06500 WATER SUPPLY PROGRAM	951.23
11/01/2022	46196	MI MUNICIPAL TREASURERS ASSOC	2023 TREASURER MEMBERSHIP	100.00
11/01/2022	46197	SOS ANALYTICAL	LAB ANALYSIS--BACTI	18.88
11/02/2022	46198	DOROTHY PETROSKEY	OFFICE SUPPLIES-PAPER TOWEL	1,357.24
11/02/2022	46199	LEELANAU CITY ROAD COMMISSION	UNLEADED/DIESEL OCTOBER 2022	19.49
11/04/2022	46200	BRAMER AUTO SUPPLY	WATERWHEEL PARK FENCE	5.37
11/04/2022	46201	DC COLLECTIVE GROCER	SUPPLIES	37.50
11/04/2022	46202	ART'S AUTO AND TRUCK PARTS INC	CUST# 20090 BLUE DEF 2.5	22,124.83
11/04/2022	46203	COUNTY OF LEELANAU	POLICE PERSONNEL/MILEAGE JULY 2022	63.10
11/04/2022	46204	LEELANAU ENTERPRISE	CUST # 2074 PUBLICATIONS	120.79
11/04/2022	46205	ACTION INDUSTRIAL SUPPLY	MENS WORK BOOT NP	24.82
11/04/2022	46206	AIRGAS USA, LLC	PAYER 1459542	34.99
11/04/2022	46207	BUNEKS HARDWARE	CUST#2536 TAP RELIEF VALAVE	395.00
11/04/2022	46208	CITY OF TRAVERSE CITY	ANNUAL HAZMAT FEE 7-22 THRU 6-2023	124.56
11/04/2022	46209	GT RUBBER SUPPLY, INC	CUST# 10195 HYD HOSE FITTINGS NEW FLOW T	270.00
11/04/2022	46210	KDP RETIREMENT PLAN SVCS, INC	3RD QUARTER ADMIN FEES	14,468.38
11/04/2022	46211	JACOBS ENGINEERING GROUP, INC	CUST# 120525 DECEMBER 2022	125.00
11/04/2022	46212	VALLEY CITY LINEN	OCTOBER 2022	3,799.62
11/09/2022	46213	CONSUMERS ENERGY	STREET LIGHTS- MULTIPLE ACCOUNTS	178,930.95
11/09/2022	46214	AIS CONSTRUCTION EQUIPMENT INC	2023 DEERE 524P LOADER LESS TRADE VALUE	130.00
11/09/2022	46215	GOOD NATURE GARDENS, INC	FALL 2022 GENERAL MAINTENANCE	930.22
11/09/2022	46216	NETLINK BUSINESS SOLUTIONS	3 MONTH MAINT 1522 RICHTER	110.00
11/09/2022	46217	SECURITY SANITATION, INC	PORTA JOHN MARINA OCT 2022	1,872.00
11/09/2022	46218	SONDEE, RACINE & DOREN	SERVICES FOR OCT 2022	9.55
11/16/2022	18737 (E)	POSTMASTER	PRIORITY MAIL FOIA	257.42
11/16/2022	18738 (E)	GFL ENVIRONMENTAL	ACCT# 002105664 NOVEMBER 2022	

Bank GEN FIFTH THIRD CHECKING

Check Date	Check	Vendor Name	Description	Amount
11/16/2022	18739 (E)	PITNEY BOWES - PURCHASE POWER	ACCT# 8000909002229933 NOV 2022	200.00
11/16/2022	18740 (E)	BLUE CROSS BLUE SHIELD OF MICH	GR 007015354 DEC 2022 PREMIUM	460.60
11/16/2022	46219	LEELANAU ENTERPRISE	500 #10 WINDOW ENVELOPES	69.00
11/16/2022	46220	AIRGAS USA, LLC	PAYER # 1459542 CYL RENTAL	32.81
11/16/2022	46221	FLEIS& VANDENBRINK ENGINEERING	PROJECT # 856380 ELM & 4TH 3 WAY STOP	4,800.00
11/16/2022	46222	GEI CONSULTANTS	PROJ# 2204115 WATERWHEEL STREAM RESTORAT	784.00
11/16/2022	46223	MR CLEAN	CLEANING SERVICES 9/2022	400.00
11/16/2022	46224	STANLEY STEAMER OF NW MICHIGAN	HVAC DUCT CLEANING	2,900.00

GEN TOTALS:
 Total of 65 Checks:
 Less 0 Void Checks:
 Total of 65 Disbursements:

264,819.09
 0.00
 264,819.09

From: Melissa Smith <melissaburttsmith@yahoo.com>
Sent: Friday, November 4, 2022 4:55 PM
To: suttonsbay@suttonsbayvillage.org
Subject: I am in support of Short Term Rentals

Hello,

Could you please forward my comments to the Suttons Bay Village Council?

I would like the Council to consider supporting short term rentals in the Village as I understand the future of short term rentals is under discussion.

My family has spent weekends in Leelanau County for 20 years. We purchased a house in the Village, 403 N. St. Mary's, that was in poor condition, and we renovated it using local contractors. We hire all local firms to care for the house, the lawn, and the landscaping.

My guests support your community. There are very few hotels in the area, and those that are nearby are usually fully booked. So if you would like tourists to support your friends and neighbors businesses, like Bahle's and L. Mawby, then there needs to be places for them and their families to stay.

My guests visit the area in all four seasons and support the local wineries, breweries, restaurants and shops and galleries. Without a tourist trade, the local businesses would not be as profitable. As there are not enough hotels or inns in the area, the short-term rentals offer a place for families to stay while they explore and spend money in this community.

My guests host weddings at your neighbor's vineyard, Black Star Farms. My guests eat at your neighborhood restaurants, like Martha's Leelanau Table. They buy bread from your neighborhood bakery, 9 Bean Rows. My guests rent the bikes at Suttons Bay Bikes. My guests fill the fridge for the weekend from Hansen's. Many of my guests have built or purchased homes in the area, after renting for a few years. Other guests are previous owners who have decided to sell their family cottage, but want to share Leelanau County with their family. Staying at a chain hotel in Traverse City would not offer the small-town, local get-away feeling they are hoping to share with their relatives.

My vacation rental business supports your community. When I purchased the house it was in a state of shambles. I have cleaned up the house, inside and out, improving it's appearance for the neighborhood. I hire local help, our neighbors, to mow my lawn, to clean the house after every visitor, to fix my plumbing, to provide irrigation services, to spray for insects and to plow my driveway. The folks I hire tell me they are grateful for the work. They are happy to have year-long incomes.

I have never received a complaint from any neighbor about my guests. Nor have I felt the need to complain about any of my neighbors who are renting their houses to short-term rentals.

Please consider these thoughts as you discuss the future of short term rentals in the community.

Thank you, Melissa Smith

From: Vicki Gudritz <vickigudritz@gmail.com>
Sent: Thursday, October 27, 2022 1:10 PM
To: suttonsbay@suttonsbayvillage.org
Subject: Village eyesore

Dear Council members,

I'm sure I'm not the first person to contact you about this, and I probably won't be the last.

You are well aware of the disgraceful, abandoned, rundown building owned by Pamela Leonard that sits directly in the center of our otherwise lovely little village. Is there truly no action that can be taken to force Ms. Leonard to do something with this property? Is it the case that as long as she pays her taxes the Village is powerless? Has the council had discussions about this?

This building is a blight and an embarrassment, and the subject of countless comments from visitors and residents alike. I would appreciate your response.

Thank you,

Vicki Gudritz

4572 Pine Valley Ct

Suttons Bay 49682

231-649-6768

Sent from my iPad=

From: Jason Metcalf <jmetcalf@wrightmetcalf.com>
Sent: Thursday, October 20, 2022 10:32 AM
To: suttonsbay@suttonsbayvillage.org
Subject: October 17, 2022, Council Meeting

To the Suttons Bay Village Council,

Many of the comments made during the above referenced meeting were very concerning if not disturbing. Rather than argue with fellow community members while the council looked on, I wish to address some of those comments by this means.

While Ms. Penfold's email of September 26, 2022, was praised by many in attendance, it sets forth some fallacious arguments. She echoes the argument that STRs have raised property values in the village to such a degree that families have to resort to purchasing in Kingsley. This argument has become tired and is less than complimentary to the village of Kingsley. According to her logic, people would buy all the affordable housing stock in Kingsley, convert it to STR, and cause the property values to skyrocket there. That has not happened though because there are qualitative differences between the two villages. Kingsley offers a similar commute time to Traverse City, but it is not situated along the shores of Grand Traverse Bay. Nor does it have a decades long history of being a resort town surrounded by recreational opportunities. Suttons Bay possesses all of these benefits and thus, is more desirable in the real estate market. Desirability has caused property values to increase in Suttons Bay, not STRs. As stated by a member of the community in attendance, "nobody like STRs". How would that work to increase property values anywhere? You need not adopt Ms. Penfold's fallacious argument to justify your actions in reviewing Suttons Bay's STR ordinance.

Regarding the "devastating" effects Ms. Penfold blames solely on STRs, it has not prevented her from marketing properties in other communities based on the availability of STR use. What's good for the goose is . . .

The most concerning comments were those labelling me, the other STR operators, and by implication the tourists who visit the village to be a "cancer destroying the village." Whether the statement was quoting the words of a villager not in attendance or otherwise is irrelevant, given the speaker endorsed it as a basis for eliminating STRs. This is alarming stereotyping and is worrisome given it came from an individual likely to fill your ranks in the near future. He knows nothing about me, or the tight ship I run at my STR, nor does he know the great people who have stayed there. I have acknowledged the issues surrounding STRs in the village and made my case in favor of them without resorting to name calling and alienation. Who else is unwelcome in this community, and what names may be applied to them? No one at the meeting was phased by the comment and in fact, it appeared to elicit smiles, and giggles. I certainly hope the members of the council do not subscribe to such beliefs about certain community members and property owners. By not disavowing his comments, it appeared that the council was in agreement with them.

Another villager in attendance blamed STRs for the lack of children in the village. This is admittedly due to high property values - and the fact that retirees decades beyond their childbearing years have a stronghold on ownership in the village. No one is suggesting that these property owners are a "cancer". According to the October 13, 2022, edition of the Leelanau Enterprise, student enrollment in Suttons Bay is up 7.7% over last year. The biggest increase in the area.

As I stated above, the council has all the legitimate reasons it needs to review and revise the STR ordinance. Please take care not to adopt fallacious or prejudicial arguments that only serve to alienate and divide. After all, those being disparaged will not simply vaporize upon the conclusion of this issue. While the council may feel pressure to adopt the positions of their neighbors, your decision will have far reaching consequences on all businesses in the area. A balanced, fair resolution is most likely to minimize a negative outcome.

As I requested in the October 17, 2022, meeting, I wish to have my prior letter of October 10, 2022, made part of the record, and available for public review along with this communication.

Jason A. Metcalf



November 9, 2022

Dear Fellow Educators and Community Partners,

Tuesday's election was a big win for our special education students and educators, and we want to thank you for your outstanding support over the past several months.

Based on available preliminary results, the voters have shown us how important education is to our communities, especially when it comes to educating our most vulnerable populations, and we are grateful to everyone who participated in this election.

With this approval, funding for special education services is more stable and the financial impacts to our local school districts have been minimized. Most importantly, we can ensure that the thousands of students in our region who need special education services are able to get the support they deserve.

We appreciate the partnership from those who helped raise awareness about the significant impact this millage has on all students in our region, and it is encouraging to see our communities come out to support students, local schools and North Ed.

Thank you again to all of those who came out to vote, and to everyone who helped encourage an incredible voter turnout. Without your help in raising awareness of our regional millage and the amazing response from the voters in our communities, our special education students and educators would not be in as strong of a position as they are today.

Your dedication to students and education is inspirational, and I am humbled to be surrounded by such an extraordinary group of community leaders.

Respectfully,

Nick Ceglarek, Ed.D.
Superintendent
Northwest Education Services

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2022-66	
Prepared:	November 16, 2022	Pages:	1 of 1
Meeting:	November 21, 2022	Attachments:	<input checked="" type="checkbox"/>
Subject:	STR Ordinance Proposed Amendments		

PURPOSE

To discuss the proposed amendments to the STR Ordinance

OVERVIEW

Over the course of several months there have been numerous discussions and public input regarding the amount of STR’s currently permitted within the Village. The Village Council, held a special meeting on November 2, 2022 to discuss the consultants report and findings. Following valuable public input and discussion by the Village Council, the consensus was to establish a “cap,” on STR’s, yet allow current licenses to continue, as described below. The village will then rely on attrition to achieve that cap number.

Please Note; the village council did not determine a number in which the attrition would be reevaluated or otherwise. Therefore, Staff has incorporated a “cap” at 45 licenses (see Section 7) at which time the Village should re-evaluate the STR situation. To clarify the above, all valid and legal licenses currently issued (66) will be described as a “Grandfathered license” (see Section 1) for the purpose of attrition and are still bound by the STR Ordinance, Sections 1 through Section 15, as amended from time to time. As it relates to attrition, the Ordinance further clarifies how a license expires (see Section 7).

The attached Ordinance identifies the proposed changes to the STR Ordinance and are shown in a red font.

ACTION REQUESTED

MOTION to approve Ordinance 25 of 2022 amending the Short-Term Rental Ordinance as presented/amended.

FUTURE CONSIDERATIONS

Following acceptance to the changes above, the following should be considered.

1. Michigan Courts have consistently ruled that STR’s of less than 30 days are a commercial use. The VC may want to consider allowing STR’s as an accessory use in our downtown commercial districts. In doing so, they should consider permitting them in a manner that they are not subject to the STR ordinance. This would require a multi-ordinance amendment; however, I would view this as a priority over any other STR consideration.
2. Parking, occupancy, trash removal, separation distance etc.... There are many smaller issues that should be discussed and addressed in the STR ordinance. These items should be secondary to the above.

ORDINANCE 25 OF 2022
AMENDING THE
SHORT TERM RENTAL ORDINANCE
Ordinance No. 1 of 2017

AN ORDINANCE TO REGULATE SHORT TERM RESIDENTIAL RENTALS WITHIN THE
VILLAGE OF SUTTONS BAY

THE VILLAGE OF SUTTONS BAY ORDAINS:

Section 1. Definitions.

As used in this Ordinance:

“Bathroom” means a room containing a toilet or urinal, a sink, and a bathtub or shower.

“Bedroom” means a separate room intended to be used for sleeping purposes.

“Cap” means the maximum number of dwelling units for commercial use for a period of less than thirty (30) consecutive days in exchange for consideration allowed with the Village limits.

“Dwelling unit” means a residential building or separate and discrete portion of a residential building that includes independent living facilities for one or more persons and includes permanent provision for living, eating, cooking, and a separate bathroom(s) and bedroom(s). Dwelling unit does not include hotels, motels, bed and breakfasts, or similar uses.

“Efficiency dwelling unit” means a dwelling unit that does not contain a separate bedroom(s) for sleeping.

“Habitable space” means the space in a dwelling unit used for living, sleeping, eating or cooking. Bathrooms, closets, halls, storage or utility spaces, and similar areas are not habitable spaces.

“Grandfathered license” means a valid short term rental license issued pursuant to Section 4 or Section 7 existing on November 21, 2022.

“Occupancy” means the purpose for which a dwelling unit or portion thereof is utilized or occupied.

“Occupant” means any individual sleeping in a dwelling unit, or having possession of a space within a dwelling unit.

“Operator” means any person who owns or has charge, care or control of a dwelling unit which is offered for rent.

“Person” means an individual, firm, corporation, association, partnership, limited liability

Company, or other legal entity.

“Rent” or “Rental” means to permit, provide for, or offer possession or occupancy of a dwelling unit for commercial use for a period of less than thirty (30) consecutive days in exchange for consideration.

“Tenant” means a person who is not the legal owner of record and who is renting a dwelling unit.

Section 2. License Required.

No person shall permit or allow a dwelling unit or efficiency dwelling unit to be rented or used within the Village without first registering the rental property and obtaining a license from the Village pursuant to the requirements of this Ordinance. A license granted in accordance with this Ordinance is not transferrable.

Section 3. Application and Fee Requirements.

An Operator seeking a license under this Ordinance shall submit a complete application to the Village Manager or his/her designee and pay such fee determined from time to time by resolution of the Village Council. The application shall be on a form prepared by the Village and shall, without limitation, include: the address of the subject parcel containing the dwelling unit to be rented; proof of the Operator’s ownership of, or the legal right to rent, a dwelling unit; name and contact information of the local representative or rental agency responsible for ensuring compliance with the terms of the license (if other than the Operator); the proposed maximum occupancy of the dwelling unit; the signature of the Operator affirming that the dwelling unit will be operated in conformance with all applicable ordinance requirements; such other information reasonably necessary for the Village Manager to determine whether the applicable standards for approval contained in Section 4 have been met; and, affirmation by the Operator that the application is true, accurate and complete and authorizing the inspections under Sections 4 and 5. It is a violation of this Ordinance for an Operator to provide inaccurate information for the licensing of a dwelling unit, to fail to provide information required by this section, or to fail to license a dwelling unit that is subject to this Ordinance. An Operator or his/her local representative or rental agency must be available twenty-four hours a day during any rental period. For purposes of this section, “dwelling unit” shall be defined to include an “efficiency dwelling unit.”

Section 4. Standards for Approval.

Provided the cap has not been exceeded, Not later than 30 days after receiving a completed application and any accompanying fee, the Village Manager or ~~his/her~~ designee shall approve, deny, or approve with conditions, an application for a short term rental license. The basis for any denial shall be provided in writing to the applicant.

A. A dwelling unit or efficiency dwelling unit subject to this Ordinance must comply with all of the following requirements:

1. All bedrooms within a dwelling unit shall meet the following minimum requirements:

(a) Every bedroom intended to be occupied by one person shall contain at least 70 square feet of floor area, and every bedroom intended to be occupied by two persons shall contain at least 100 square feet of floor area. In calculating the floor area of a bedroom having a sloped ceiling over all or part of the bedroom, only that portion of the bedroom with a clear ceiling height of seven (7) feet or more shall be included.

(b) Except in dwelling units having only one (1) bedroom, the bedrooms shall not constitute the only means of access to other bedrooms or habitable space and shall not serve as the only means of ingress or egress from other habitable spaces.

(c) Every bedroom shall have access to at least one bathroom on the same story as the bedroom or on an adjacent story without passing through another bedroom.

2. The maximum occupancy of a dwelling unit subject to this Ordinance may not exceed the lesser of:

(a) Two (2) persons per bedroom (not including pre-school aged children)

(b) Ten (10) persons (not including pre-school aged children)

The occupancy limits set forth in this subsection shall be applied so as to include the entire licensed premises and shall, without limitation, include the occupancy of tents, campers or similar facilities anywhere on the premises.

3. The use of outdoor yard areas, open decks, pools and the like shall not result in producing adverse off-site noises, odors, other external disturbances, or other nuisances as regulated by the Village or state law.

4. Cultural events, special events, outdoor events, lawn parties, weddings or similar activities are not allowed on the licensed premises for more than the number of permitted occupants.

5. Trash disposal must be provided. Trash must be contained in properly sealed receptacles appropriately sized to avoid overflow or vermin attraction.

6. The Operator shall minimally comply with the applicable parking requirements under the Village Zoning Ordinance and parking spaces shall be located on the licensed premises. Parking areas must be easily identifiable as a designated parking area and improved to such a degree to function as a parking area and support the use. Boats, recreational vehicles, trailers and similar personal property may not be parked, stored, or used in an unimproved front yard area of the licensed premises.

7. The licensed premises shall meet all applicable building, health, fire and related safety codes at all times. Emergency contact information and phone numbers shall be posted within the dwelling unit where they are clearly visible by or on the primary access door used by the occupants of the dwelling.

8. Any sign on the licensed premises must comply with applicable provisions of the Village's Zoning Ordinance.

9. The Operator will provide notice of the short term rental dwelling unit and phone number(s) of the Operator to all properties within two hundred feet (200') of the boundaries of the licensed premises. Proof of notice shall be required as part of the permit application.

10. An Operator shall post the standards set forth herein in a prominent place within the licensed premises (Section 4.A.7) and shall include them as part of any rental agreement.

11. No more than one dwelling unit or efficiency dwelling unit is permitted per lot or parcel.

12. The licensed premises shall remain in compliance with all applicable Village ordinances including, without limitation, the Village Zoning Ordinance.

B. Subject to the provisions of Section 7, a license shall be valid for three (3) years (January 1 through December 31) unless (1) there is a change in the ownership of or the Operator for the licensed premises or (2) the dwelling unit is physically altered such that habitable space within the unit is increased, decreased, or redistributed among living, sleeping, eating, or cooking areas. Upon the occurrence of subsections 1 or 2, the license shall automatically expire.

C. A dwelling unit permitting the occupancy of one (1) to five (5) tenant(s) shall comply with the following additional requirements: The dwelling unit shall have a living room of no less than 120 square feet, and a dining room of no less than 80 square feet. A dwelling unit with combined living room and dining room spaces shall have no less than 200 square feet and shall be located within the dwelling unit so as to function as a combination living room / dining room.

D. A dwelling unit permitting the occupancy of six (6) to ten (10) tenants shall comply with the following additional requirements: The dwelling unit shall have a living room of no less than 150 square feet and a dining room of no less than 100 square feet. A dwelling unit with combined living room and dining room spaces shall have no less than 250 square feet and shall be located within the dwelling unit so as to function as a combination living room / dining room.

E. An efficiency dwelling unit permits the occupancy of a maximum of two (2) tenants and shall comply with the following additional requirements: The dwelling shall have habitable space of no less than 220 square feet. The dwelling shall contain a kitchen that includes a sink, cooking appliance, and refrigeration appliance. The dwelling unit shall contain no less than one (1) bathroom.

F. Upon the written request of an applicant for a license, the Village Manager may waive or modify identified standards set forth in this Section 4 based on his/her review of factors affecting the public health, safety and welfare including, but not limited to, the following: the presence of unique characteristics affecting the licensed premises; the ability to reasonably comply with the standards; the visual and aesthetic impact of the proposed waiver from the standards; the existing character of the adjacent area; public comment; the scale and scope of deviation from the standards relative to the existing character of the area; and whether granting the waiver will adversely impact public safety.

Following his/her review, the Village Manager may grant, deny or grant with conditions a request to waive or modify the standards and shall provide the basis for his/her decision to the applicant in writing. The applicant shall be responsible to pay all actual costs of the Village associated with the request to waive or modify the standards.

Section 5. On-Going Inspections and Revocations.

A. An inspection may be made by the Village during the term of a license following reasonable notice to the Operator. An inspection shall be made by the Village, following reasonable notice to the Operator, in response to a complaint regarding a licensed premises received from an adjacent property owner or a tenant of the licensed premises. The inspection shall be conducted to determine whether there is any observed violation of applicable fire, safety or similar codes or Village ordinances. Following written notice of a violation, re-inspections shall be made as necessary to ensure noted violations have been corrected.

B.

(1) In the event inspections or re-inspections result in the issuance of three or more separate code or ordinance violations within a 12-month period, the license shall be revoked, the owner and Operator (if different) shall be notified that the approved license is revoked and the basis for the same, and the owner and Operator (if different) shall be subject to any and all applicable penalties for failing to comply with this Ordinance. The owner or Operator (if different) shall have the right to appeal such revocation, setting forth in writing the basis for its appeal and submitting its appeal within ten (10) calendar days of its receipt of the notice of revocation from the Village.

(2) An appeal shall initially be heard by the Village Manager who shall have ten (10) calendar days following receipt of the appeal to review the action appealed from and to make his or her determination based on a review of the relevant facts, applicable laws and utilization of the standards set forth herein. In making his or her review and determination, the Village Manager shall consider, without limitation, the following factors: the presentation (if any) of the appellant; the nature and severity of the violations at issue; the impact of those violations on the tenants of the licensed premises; the impact of those violations on adjacent properties; and mitigating circumstances put forward by the owner and Operator (if different). The Village Manager may affirm the revocation, overturn the revocation or take such other action as he or she deems appropriate and consistent with the terms of the Village's ordinances and codes. The Village Manager's decision and the basis for the same shall be reduced to writing and a copy provided to the owner and Operator (if different).

(3) The owner or Operator (if different) shall have the right to appeal a determination of the Village Manager as set forth above, setting forth in writing the basis for its appeal and submitting its appeal within ten (10) calendar days of its receipt of the determination by the Village Manager. An appeal under this subsection shall be heard by the Village Council's Administration and Public Safety Committee or a successor committee which shall have twenty (20) calendar days

following receipt of the appeal to review the action appealed from and make its determination based on a review of the relevant facts, applicable laws and utilization of the standards set forth herein. In making its review and determination, the Committee shall consider the same factors as set forth in Subsection 5.B. (2). The Committee's decision shall be final and the Committee may affirm the revocation, overturn the revocation or take such other action as it deems appropriate and consistent with the terms of the Village's ordinances and codes. The Committee's decision and the basis for the same shall be reduced to writing and a copy provided to the owner and Operator (if different).

Section 6. Conditions.

The Village Manager or ~~his/her~~ designee may impose reasonable conditions on a license issued under this Ordinance as necessary to ensure compliance with the standards for approval provided in Sections 4 and 5.

Section 7. Short Term Rental Licensing Implementation and Renewal Process.

A. Rentals registered or licensed with the Village under a predecessor to this Ordinance must be brought into compliance with this Ordinance no later than December 31, 2017, and such new license shall thereafter be valid for the three-year period set forth in Section 4.

B. All other rentals in the Village must be licensed in accordance with the provisions of this Ordinance prior to being used for rental purposes.

C. Notwithstanding any other provision of this Ordinance, all rentals within the Village must comply with the occupancy restrictions set forth in Subsection 4.A. (2) from and after the effective date of this Ordinance.

~~D.~~ D. The cap on licenses in the Village is 45.

E. Licenses may be renewed by the Operator's submission, not less than 30 days prior to the expiration of the existing license, of an application for renewal on such form as prepared by the Village and the payment of any associated fee as set by resolution of the Village Council from time to time. Licensed premises for which a renewal application is submitted shall be subject to inspection by the Village and the Village may require improvements or modifications to the licensed premises consistent with the terms of this Ordinance as a condition of approving a renewed license. Licenses obtained by renewal shall be valid for a three-year period as set forth in Section 4 and shall otherwise be subject to all provisions of this Ordinance.

F. Grandfathered licenses shall remain valid as set forth and subject to Section 4. B and shall be permitted to be renewed as set forth in subsection E of this Section provided that all terms and conditions of this Ordinance are otherwise met and the grandfathered license has not been revoked or expired even if the cap set forth in subsection D of this Section is exceeded.

Section 8. Nuisance.

A violation of this Ordinance is hereby declared to be a public nuisance and nuisance per se and is further deemed to be offensive to the public health, safety and welfare and shall be subject to abatement in the manner permitted by law or in equity.

Section 9. Administrative Liability. No Village officer, official, agent, employee or member of the Village Council shall be personally liable or responsible for any damage which may occur to any person or entity as a result of any act or decision performed (or not performed) in the discharge of duties and responsibilities pursuant to this Ordinance.

Section 10. Violations.

Any person who violates any provision of this Ordinance shall be responsible for a municipal civil infraction and shall be subject to a fine of Five Hundred and 00/100 (\$500.00) Dollars, the costs of prosecution, and such other relief as authorized by law. Each day this Ordinance is violated shall be considered a separate violation.

Section 11. Enforcement Officials.

The Village Manager or his/her designee and law enforcement officials of the Leelanau County Sheriff's Department are hereby designated as authorized local officials who are empowered to issue municipal civil infraction notices or citations pursuant to this Ordinance.

Section 12. Civil Action.

In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding, the Village may initiate proceedings in the circuit court to abate or eliminate a violation of this Ordinance.

Section 13. Validity.

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any remaining portions or application of this Ordinance which can be given effect without the invalid portion or application.

Section 14. Repeal.

This Ordinance shall repeal any and all ordinances or parts of ordinances in conflict herewith including, without limitation, Ordinance No. 3 of 2005.

Section 15. Effective Date.

This Ordinance shall become effective following publication of the Ordinance, or a synopsis of the Ordinance, in a newspaper of general circulation within the Village.

VILLAGE OF SUTTONS BAY

By: _____
Steve Lutke, Village President

By: _____
Shar Fay, Village Clerk

Date of Council Approval:

Date of Publication:

Effective Date:

A	B	C	D	E	F	G	H	I
1	043-220-004-00	2021	2023	124 S Shore, LLC-Cumberland	124 S Shore Dr			
2	043-220-004-00	2021	2023	124 S Shore, LLC-Bayview	124 S Shore Dr			
3	043-220-004-00	2021	2023	124 S Shore, LLC-Cedarwood	124 S Shore Dr			
4	043-220-004-00	2021	2023	124 S Shore, LLC-Studio	124 S Shore Dr		124 S Shore listed on map as one property	
5	043-220-004-00	2021	2023	124 S Shore, LLC-Main House	124 S Shore Dr			
6	043-828-017-00	2021	2023	Nicholas O'Non	150 S Shore Dr			
7	043-828-031-00	2021	2023	Bahle Properties LLC	301 S Shore Dr			
8	043-828-042-00	2017	2020	340 Properties LLC	340 S Shore Dr			
9	043-828-043-00	2021	2023	Michael & Hilarie Krumm	348 S Shore Dr			
10	043-828-044-00	2021	2023	356 Properties LLC	356 S Shore Dr			
11	043-828-047-00	2021	2023	Dennis & Jennifer Condreay	410 S Shore Dr			
12	043-778-265-00	2021	2023	Carol Miller Trust	309 N St Joseph St #4		309 St Joseph listed on map as one property	
13	043-778-265-00	2021	2023	Carol Miller Trust	309 N St Joseph St Cabin			
14	043-778-265-00	2021	2023	Carol Miller Trust	309 N St Joseph St #5			
15	043-900-071-02	2021	2023	Suttons Bay Trading Co Inc	310 N St Joseph St			
16	043-778-267-00	2021	2023	Victoria Oltersdorf	311 N St Joseph St			
17	043-777-276-00	2021	2023	Tracy Smith	409 N St Joseph St			
18	043-770-291-00	2021	2023	Robb Dean Trust	414/416 N St Joseph St-Studio		414/416 St Joseph listed on map as one property	
19	043-770-291-00	2021	2023	Robb Dean Trust	414/416 N St Joseph St-Upper			
20	043-770-291-00	2021	2023	Robb Dean Trust	414/416 N St Joseph St-Lower			
21	043-771-297-00	2021	2023	Thomas & Marilyn Klinefelter	504 1/2 N St Joseph St			
22	043-776-329-00	2021	2023	James & Ann Muennich	515 N St Joseph St			
23	043-778-397-00	2021	2023	Marie Porter Trust	322 N St Marys St			
24	043-803-445-00	2021	2023	Allan & Melissa Smith	403 N St Marys St			
25	043-680-001-00	2021	2023	Cheryl Hutchinson	513 N St Marys St			
26	043-180-008-00	2021	2023	Annette Evans Trust	236 N Front St #8			
27	043-771-234-00	2021	2023	Ann Dennis	543 N Front St			
28	043-777-390-00	2021	2023	Frank & Cheryl Smith	118 W Adams St			
29	043-828-008-00	2021	2023	Katherine Fairman	979 S Elm St			
30	043-770-284-00	2021	2023	Sunset Enterprises	412 N St Joseph			
31	043-777-387-55	2021	2023	Vic Peterson	114 W Adams St			
32	043-763-031-00	2021	2023	David Kirchgessner	114 N Lincoln			
33	043-828-039-00	2021	2023	Rick and Karen Andrews	361 S Shore Dr			
34	043-761-010-00	2021	2023	John Yurko & Becky Walter	121 Lincoln			
35	043-829-066-00	2021	2023	Debra Travis & Maya Cizrocchi	315 W Jefferson Ave			
36	043-775-339-00	2021	2023	Robert Bassel & Lynn Pargo	611 N St Joseph St			
37	043-220-003-80	2021	2023	Mike Krumm	118 S Shore Dr			
38	043-810-625-00	2021	2023	Steve & Carolyn Montgomery	407 W Grove St			
39	043-803-448-00	2021	2023	Ann Newland	408 Lincoln Ave			
40	043-763-034-00	2021	2023	Manasee Shah	219 W Madison			
41	043-829-006-30	2021	2023	Manasee Shah	312 W Jefferson			
42	043-777-380-00	2021	2023	Eric & Kristen Boehm	422 St Marys Street			
43	043-764-067-00	2021	2023	215 St Marys, LLC	215 St Marys			

Short Term Rentals as of November 21, 2022

A	B	C	D	E	F	G	H	I
44	043-828-036-00	2021	2023	Michael Sanocki	379 S Shore			
45	043-260-008-00	2021	2023	Dylan Gelven	217 Elm Street			
46	043-768-133-00	2021	2023	Lee & Cyndi Millns	204 ST Joseph			
47	043-828-010-00	2021	2023	Lee & Cyndi Millns	213 S Shore			
48	043-160-001-00	2021	2023	Hadley Dickinson	310 Broadway			
49	043-220-003-60	2021	2023	Peter Moses	111 S Shore Drive			
50	43-809-599-10	2021	2023	James Frederickson	405 School Hill Court			
51	043-775-337-00	2022	2024	Karl & Kim Schneider	607 St Joseph St			
52	043-260-007-00	2022	2024	Deborah Davis Lenane	223 Elm Street			
53	043-077-273-50	2022	2024	Kevin Buhr	110 Adams 2E			
54	043-180-011-00	2022	2024	Dan Penning	236 Front St #11			
55	043-829-006-20	2022	2024	Kenneth & Lisa Stann	311 Jefferson Street			
56	043-771-306-00	2022	2024	Sherry Losinski	524 St Joseph Street			
57	043-778-392-00	2020	2022	Peggy Miller	326 St Marys			
58	043-828-028-01	2020	2022	Metcalf/Wright	947 Richter			
59	043-803-486-00	2020	2022	Kathryn Danielson	521 N St Marys			
60	043-828-049-00	2020	2022	Hans Jorg Sturm	403 S Shore			
61	043-766-089-00	2022	2024	John Korson	212 St marys			
62	043-160-002-00	2022	2024	Chamberlind-Lake	314 Broadway			
63	043-180-001-00	2022	2024	David & Lisa Gerchak	236 N Front #1			
64	043-803-463-00	2022	2024	Jerome & Holly Smith (Red House Vacation Rentals)	419 St Marys			
65	043-777-385-00	2022	2024	Jerome & Holly Smith	414 St Marys			
66	043-764-061-00	2022	2024	Hicks-The Village House LLC	209 Madison			

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2022-53	
Prepared:	November 16, 2022	Pages:	1 of 1
Meeting:	November 21,2022	Attachments:	<input checked="" type="checkbox"/>
Subject:	Accessory Dwelling Units		

PURPOSE

To inform the Village Council of a petition to prohibit non-owner-occupied rentals.

OVERVIEW

The planning commission at their May 11, 2022 meeting recommended a multi-part amendment to the zoning ordinance. These amendments were postponed due to the STR moratorium and we need to address that complicated issue prior to considering the following ADU amendments;

1. Section 9-2 (a) Accessory Dwelling Units, of the Village of Suttons Bay Zoning Ordinance. In brief, the amendment looks to increase the allowable size of an accessory dwelling unit in the residential district to a standard 800 feet. This would essentially eliminate the staggered size provision in place now that takes lot size into account.
2. Section 9-2 (c) *Owner Occupancy*. *The owner of a parcel where an accessory dwelling exists shall reside on the property*. The Planning Commission is recommending that Item C be removed in its entirety.

Following the public hearing and planning commission recommendation, the residents took it upon themselves to circulate a petition requesting that the Village Council *leave the owner occupancy requirement in place*. The petition is attached.

STAFF COMMENT

The village council may want to consider postponing action on these amendments indefinitely or until there is a thorough understanding of the villages housing stock, how it is occupied, and if allowing such a change is warranted. Thankfully, with this subject, if the village council chooses not to act on the amendments currently, there are no pressing issues or immediate community repercussions of doing so.

ACTION REQUESTED

Discussion.

VILLAGE RESIDENT PETITION

As village residents we respectfully request the Village Council NOT implement the Planning Commission's language change pertaining to Accessory Dwelling Units owner occupied provision.

We respectfully request maintaining the current language requiring OWNER OCCUPIED of all dwelling units which accommodate Accessory Dwelling Units.

The Village of Suttons Bay is an Historic Family Residential Core, and further rental units within this Residential Core are best served with an OWNER OCCUPIED requirement, especially the additional burden of more non-owner dwellings.

Thank you for your consideration.

1. W. Crackel 418 N. St. Mary's
WM. Crackel
2. William Horn 101 N. St. Mary's
3. Judy Guder 417 N. St. Mary's
4. Cecilia Hames 305 W. Jefferson Ave

VILLAGE RESIDENT PETITION

Page 2.

5. Thomas R. Hemen 305 West Jefferson Ave
6. Jenni Rowe 303 N. Lincoln St.
7. Patricia Kuehler 609 St. Marys
8. Sheryl 423 N. St. Marys
9. Theresa Spindel 423 N. St. Marys
10. William Colburn 218 N. Lincoln St
11. Maryann M. LaHorn 218 N. Lincoln St.
12. Kaye M. Thomas 223 N. St. Marys Ave
13. Jan Ann Buscoll 301 N. St. Marys Ave, S.B.
14. [Signature] 303 N. Lincoln St. S.B.
15. Camille Nelson 109 So. St. Marys S.B.
16. Joseph E. Guinan 501 St. Marys
17. K. O'Connell 418 N St Marys St. S.B.
18. Delann Witkowski 508 St. Marys St. Suttons Bay
19. Steph Wilson 220 St Mark Suttons Bay
20. Jaye Nash 217 Jefferson St. Suttons Bay

VILLGE RESIDENT PETITION

Page 3.

21. Ward Godes 413 St. Mary's (owner)

22. Kathryn Danielson 5217 N. St Mary's St.

23. [Signature] 106. S. Saint Mary's

24. [Signature] 106. S. SAINT MARY'S

25. Fredrick R. [Signature] 118 FR ST

26. Jana Stowe 9495E storehouse

27. Kathleen Lamb 408 Broadway St. S.B.

28. Andrew Ferdinand 414 Broadway

29. Sata C. Ferdinand 414 Broadway, SB

30. Martha Vandenberg 206 ST Mary's ~~are~~ ST

VILLAGE RESIDENT PETITION

Page 4.

- 31. Dale Vandenberg 206 St Marys St
- 32. ~~Ray P...~~ 9550 E. Stonehouse Rd
(Suttons Bay Township)
- 33. ~~J. P...~~ 9550 E. Stonehouse Rd
Suttons Bay Township
- 34. Richard Catton ~~9th~~ Richter Rd
Suttons Bay
- 35. Gordon McCatton 964 S. Richter R
Suttons Bay MI
- 36. John Bunnyardman 721 South West Bay Shore
Iowa
- 37. Dorothy Fisher 214 S. Elm St.
Suttons Bay 49682
- 38. Bill Dick 214 S. Elm St
- 39. ~~Angela ...~~ 619 N. St. Joseph St. Suttons Bay 49682
- 40. Cathy Cooper 511 N. St. Joseph Suttons Bay
- 41. ~~J.R. Cooper~~ " " 49682
- 42. Nancy Begeman 619 N St. Joseph Suttons Bay MI 49682
- 43. Kathryn J. Allen 116 W. Madison St 49682
- 44. ~~Katrina ...~~ 975 St. Michaels Highland 49682
- 45. ~~W. ...~~ 417 N. St. Mary's Ave
- 46. Barbara Duwell 522 N. Lincoln St 49682

590-
7455

Section 9-2

Accessory Dwelling

- A. *Size.* Accessory dwellings in the Central Residential District (CR), Newer Village Residential (NV), Single-Family Waterfront (SFWF), South Gateway (SG), North Gateway (NG), and Bay View (BV) Districts shall not exceed 600 square feet. Accessory dwellings in the Hillside Residential (HR) District shall not exceed 800 square feet.
- B. *Setbacks.* Accessory dwellings are subject to the setback and height requirements for principal buildings within the applicable zoning district.
- C. *Owner-occupancy.* The owner of the parcel where an accessory dwelling exists shall reside on the property.

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2022-64	
Prepared:	November 14, 2022	Pages:	1 of 1
Meeting:	November 21,2022	Attachments:	<input checked="" type="checkbox"/>
Subject:	Charter Communications Franchise Agreement		

PURPOSE

To consider adoption of the Uniform Video Service Local Franchise Agreement for Charter Communications.

STAFF COMMENT

Attached please find a copy of the proposed Uniform Video Service Local Franchise Agreement for Charter Communications, Spectrum Mid America, LLC. This is a renewal of the 10-year agreement adopted by the Village Council in 2012. Our Attorney has reviewed the document and has indicated that it reflects the requirements of the Uniform Video Franchise Act.

There are two clarifications regarding the attached letter;

1. The Village has never assessed a franchise fee on its residents. Should the Village Council choose to do so over the life of the contract then a percentage will have to be determined.
2. The Village cannot impose a fee to support a/the Public, Educational and Government (PEG) channel. This does not apply to the Village since we do not offer a PEG channel.

ACTION REQUESTED

MOTION THAT: the Village Council adopt the Uniform Video Service Local Franchise Agreement with 0% to be collected from Village customers.



October 5, 2022

VIA Federal Express / Signature Required

Village Manager Larrea
Village of Suttons Bay
P.O. Box 395
Suttons Bay, MI 49682
(231) 271-3051

Dear Village Manager Larrea:

As you may know, the Michigan legislature passed Public Act 480, known as the Uniform Video Services Franchise Act ("the Act"), which became effective January 1, 2007. The Michigan Public Service Commission provided the Uniform Video Service Local Franchise Agreement ("Agreement") for use by cable operators and municipalities shortly thereafter. Charter is hereby filing for a cable television franchise renewal under the terms and conditions of the uniform Agreement established by the state of Michigan. Therefore, I'd like to direct your attention to the enclosed Agreement.

- **Franchise Fees:** As you review the Agreement, please note the franchise fee section. On page four of the Agreement, the directions stipulate that the municipality must indicate the franchise fee percentage they wish Charter to collect from customers for the term of the Agreement (from 0 to 5%). **The current franchise fee in your community is 0%.** Therefore, if you choose to elect a franchise fee to be collected from customers and paid to your community, as allowed by the Act, please write the franchise fee percentage (%) in the blank on page four, paragraph VI.
- **PEG Fees:** Your community currently does **not** impose a fee for support of Public, Educational, and Government ("PEG") channels, nor does this apply as the community does not operate a PEG channel on the cable system. This amount, on page six of the Agreement, should remain at zero, in keeping with the Act.

I have enclosed **two originals** of the **Agreement** and both have been signed by an authorized Charter representative. Please **complete and sign both documents** and **return one fully executed (signed & dated) original to me** using the enclosed self-addressed envelope. Be sure that you keep one signed/dated original for your records.

Charter Communications is proud to provide our products and services in your community and we are committed to providing the highest level of customer service to our customers. Should you have any questions on the materials I've provided or the processes and steps described above, please call me at (906) 553-7866.

Sincerely,

Joan Movrich
Manager, State Government Affairs
Charter ~ Michigan

Enclosures

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

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

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

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

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

The forms shall meet the following requirements:

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

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

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

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

Fax: (517) 284-8200

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

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Village of Suttons Bay, a Michigan municipal corporation (the "Franchising Entity"), and Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a.

I. Definitions

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

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

II. Requirements of the Provider

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

III. Provider Providing Access

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

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

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

IV. Responsibility of the Franchising Entity

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

- paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.
- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
 - I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
 - J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

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

VI. Fees

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

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

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

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

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

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

VIII. PEG Fees

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

IX. Audits

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

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

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

XIV. Complaints/Customer Service

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

XV. Notices

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

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

If to the Provider:
(must provide street address)

Village of Suttons Bay:

Village of Suttons Bay

P.O. Box 395

Suttons Bay, MI 49682

Attn: Village Manager or Clerk

Fax No.:

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

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

XVI. Miscellaneous

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

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

Village of Suttons Bay, a Michigan Municipal Corporation

Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a

By _____
Print Name _____
Title _____
Address _____
P.O. Box 395
City, State, Zip _____
Suttons Bay, MI 49682
Phone _____
(231) 271-3051
Fax _____
Email _____

By _____ *Paul Abbott*
Print Name _____
Paul D. Abbott
Title _____
Vice President, Local Government Affairs
Address _____
12405 Powerscourt Drive
City, State, Zip _____
St. Louis, MO 6313
Phone _____
774-243-9738
Fax _____
Email _____

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: 9-15-2022		
Applicant's Name: Spectrum Mid-America, LLC,		
Address 1: 12405 Powerscourt Drive		
Address 2:		
City: St. Louis	State: Missouri	Phone: 314-965-0555
Federal I.D. No. (FEIN): 45-4593320		Zip: 63131

Company executive officers:

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

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

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

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

As an incumbent video provider, the Provider is satisfying this requirement by allowing the Franchising Entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise from the Franchising Entity entered before the effective date of this Act."

The area provided for service is in the Village of Suttons Bay, MI. Upon request, the Provider shall provide a route map showing the location of the Cable System within the municipality, to the Franchising Entity.

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

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

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

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

Date: N/A

For All Applications:

**Verification
(Provider)**

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

Name and Title (printed): Paul D. Abbott, Vice President, Local Government Affairs	
Signature: 	Date: 9-15-22

(Franchising Entity)

Village of Suttons Bay, a Michigan municipal corporation

By _____

Print Name _____

Title _____

Address _____
P.O. Box 395

City, State, Zip _____
Suttons Bay, MI 49682

Phone _____
(231) 271-3051

Fax _____

Email _____

Date _____

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2022-62	
Prepared:	November 14, 2022	Pages:	1 of 1
Meeting:	November 21, 2022	Attachments:	<input checked="" type="checkbox"/>
Subject:	Parks & Recreation Plan		

PURPOSE

To discuss the attached resolution for consideration to adopt the Parks and Recreation Plan.

OVERVIEW

The 2022 Parks & Recreation Plan is before you for consideration. The document is designed to have a tiered lifecycle. The Plan is designed to simply bring our parks up to an acceptable ADA level by installing walkways in our parks, installing ADA compliant water fillers, installing mobility mats, ADA compliant swings, among other improvements. Once these basic needs are incorporated, to some degree, in all our parks, then we will be able to take the next step in recreation. Until then, we will focus on making our parks accessible to all persons of varying ability.

ACTION REQUESTED

Consideration to adopt the resolution as presented.

RESOLUTION FOR ADOPTING A PLAN AND PLAN AMENDMENT

The Village of Suttons Bay Parks and Recreation Plan 2022-2026

For The Village of Suttons Bay, Leelanau County

Resolution 1 of 2022

WHEREAS, The Village of Suttons Bay has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents during a five- year period covering the years 2022 through 2026, and

WHEREAS, The Village of Suttons Bay began the process of developing a community recreation plan in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities, and

WHEREAS, residents of The Village of Suttons Bay were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and natural resource conservation plan, and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft plan for a period of at least 30 days, and

WHEREAS, a public hearing was held on October 5, 2022, as allowed by the Open Meetings Act, to provide an opportunity for all residents of the planning area to express opinions, ask questions, and discuss all aspects of the Village of Suttons Bay Parks and Recreation Plan, and

WHEREAS, The Village of Suttons Bay has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for The Village of Suttons Bay, and

WHEREAS, after the public hearing, the Village of Suttons Bay Planning Commission made recommendation to the Village Council to adopt said Village of Suttons Bay Parks and Recreation Plan.

NOW, THEREFORE BE IT RESOLVED the Village of Suttons Bay Council at their regular meeting of November 21, 2022 hereby approves Resolution 1 of 2022 adopting the Village of Suttons Bay Parks and Recreation Plan.

Yeas: Nays: Absent:

I, Shar Fay, Village Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Suttons Bay Village Council at a Regular Meeting thereof held on the 21st day of November, 2022.

You may find the proposed Parks and Recreation Plan on the Village Website at:

https://www.suttonsbayvillage.org/downloads/draft_1072022_with_pc_amendmentscombinedcompressed.pdf

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2022-65	
Prepared:	November 16, 2022	Pages:	1 of 1
Meeting:	November 21, 2022	Attachments:	<input checked="" type="checkbox"/>
Subject:	Par Plan Grant Request		

PURPOSE

To discuss submitting a grant for security camera purchase.

OVERVIEW

We are continuing our efforts to protect our community investments with the installation of security cameras. The resolution before you would support our intent to seek grant funding for (two) cameras to be installed outdoors, under the entrance awnings at the village hall. This will provide an element of security to the administrative offices that are so common at governmental buildings across Michigan and beyond.

ACTION REQUESTED

Consideration and adoption of the attached resolution.

VILLAGE OF SUTTONS BAY
LEELANAU COUNTY, MICHIGAN
RESOLUTION# 2 OF 2022
MICHIGAN TOWNSHIP PARTICIPATING PLAN RISK
REDUCTION GRANT PROGRAM APPLICATION

At a regular meeting held by the Village Council on November 21, 2022 at 5:30p.m. at the Village Hall, 420 N. Front Street, PO Box 395, Suttons Bay MI, the following resolution was offered for adoption by motion of _____, and supported by _____.

WHEREAS, the Village of Suttons Bay was made aware of the opportunity to make application to the Risk Reduction Grant Program to install security cameras at the Village Administration Building; and

WHEREAS, the Village of Suttons Bay has been a member in good standing with the Par Plan for many years; and

WHEREAS, the Village Council desires to maintain a safe environment for residents, visitors and staff while protecting Village owned amenities and;

NOW, THEREFORE, BE IT RESOLVED, THAT the Village Council of the Village of Suttons Bay, hereby adopts Resolution __ of 2022, Michigan Township Participating Plan Risk Reduction Grant Program Application, indicating its sincere interest in providing the safest possible experience for its residents, visitors and staff by submitting this grant for the purpose of purchasing and installing security cameras at the Village Administration Building.

MOVED:

SUPPORTED:

AYES: NAYS:

CERTIFICATION

I, Shar Fay, Clerk of the Village of Suttons Bay, do hereby certify that the above is a true and correct copy of a Resolution which was adopted by the Village of Suttons Bay Council at a regular meeting held on the 21st day of November.

Shar Fay, Clerk

Date:



VILLAGE OF SUTTONS BAY

420 N FRONT STREET

SUTTONS BAY MI 49682

59343

RE: DW VIDEO



The proposed EPS Video Surveillance System will utilize a digital video recording system providing convenient video management. This system will provide to you a flexible solution with remote access at all times when connected to the internet. EPS is providing peace of mind that should anything happen; you have the capability to identify quickly what you would like to see. Some of the highlights to the digital video system include the following: even tagging for easy retrieval, automatic recording only when security events are detected and automatic alert features.

Video Surveillance Equipment to be Installed

- 1 DWD NVR VMAX 2TB 4-Channel Recorder
- 1 22" LED Monitor with HDMI/VGA
- 1 Uninterrupted Power Supply/ Surge Suppression Device for Digital Video Recorder
- 2 DWD Camera Turret 5MP (Kit Camera)
- 150 CAT5E Wire Plenum Blue

Video Surveillance System Investment

One Time Installation Charge \$2,575.00 Plus Tax

Tax Exempt (If selected, Plus Tax above is void)



Monthly Services \$30.00

Service Agreement

Inspection

Installation and Proposal Terms

The installation charges in this proposal all design, wiring, mounting of video equipment, programming, final system testing and user training. If required, additional costs for conduit, wire mold, trenching and man lifts for ceiling heights over 25 feet, will be your responsibility.

The video surveillance equipment listed herein is based on our best estimate of protection required. This proposal includes all design, parts, labor and wire for a complete installation, programming, testing and training of the system. Additional equipment to meet insurance requirements or special high risk needs may be added by the subscriber at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes. The service agreement also includes (2) preventative maintenance checks to maintain proper and continuous operation of the equipment. This is also a time when an EPS technician can assist in making adjustments to the system if necessary.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

EPS recommends that all surveillance systems be inspected regularly; please speak with your Security Consultant for additional information.

Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

Additional Notes and Exclusions

4 CHANNEL NVR EXPANDABLE TO ACCOMIDATE UP TO 8
CAMERAS, RECORDS APPROX 30 DAYS BEFORE OVER
RECORDING NEW VIDEO.
SET UP ON NETWORK AND FOR REMOTE VIEWING.

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

DAVID TRIPLET

Security Consultant

ext.

10/11/2022

A large, handwritten signature in blue ink, appearing to read 'David Triplett', is written over the printed name and title. The signature is fluid and cursive, extending across the width of the text area.

		VILLAGE OF SUTTONS BAY REPORT VSB -2022-67	
Prepared:	November 17, 2022	Pages:	1 of 1
Meeting:	November 21, 2022	Attachments:	<input type="checkbox"/>
Subject:	Schedule Public Hearings		

PURPOSE

1. To set a public hearing on the proposed 2022 budget amendments.
2. To set a public hearing on the proposed tax millage rate estimate to support the 2023 budget.
3. To set a public hearing on the proposed 2023 budget.

ACTION REQUESTED

MOTION THAT: The Village of Suttons Bay council schedule a public hearing for December 6, 2022, at 8:30 am to consider amendments to the 2022 budget.

MOTION THAT: The Village of Suttons Bay Council schedule the Truth in Taxation hearing to support the 2023 budget on December 6, 2022, at 8:30.

MOTION THAT: The Village of Suttons Bay council schedule a public hearing for December 6, 2022, at 8:30 am to consider adoption of the proposed 2023 budget.