



AGENDA
THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, FEBRUARY 1, 2021 – 7:00 P.M.

1. Call to Order – Mayor
2. Roll Call – City Clerk
3. Consent Calendar:
 - A. Approval of the February 1, 2021 Agenda
 - B. Approval of the City Council Minutes of January 18, 2021
 - C. Approval of the Closed Session Minutes of January 18, 2021
 - D. Approval of Invoices in the amount of \$55,407.58
 - E. Appointments / Resignations / Proclamations

Motion to approve the Consent Calendar of February 1, 2020 – roll call vote
4. Public Communication:
 - A. Verbal (Limit of 3 minutes)
 - B. Written Communications
 - i. Kara Burd - Re: Wiley St. Property
 - ii. Richard Wroblewski – Re: Old Library Building
5. Unfinished Business:
 - A. Wiley Road Non-Motorized Bike Trail - Nate Williams presentation
6. New Business:
 - A. Ottawa Area Intermediate School District Agreement

Motion to enter into a four-year Elections Agreement with the Ottawa Area Intermediate School District and authorize the City Clerk to sign the agreement on behalf of the city. – roll call vote

- B. Bike MS: Great Lakes West Michigan Breakaway

Motion to approve the Bike MS Great Lakes West Michigan Breakaway route as submitted. – roll call vote

- C. Library Property - Discussion Item

To attend and participate in this remote meeting of the City of the Village of Douglas City Council, please consider joining online or by phone.

Join online by visiting:

<https://us02web.zoom.us/j/83221535955>

Join by phone by dialing:

+1 (312) 626-6799

-or-

+1 (646) 518-9805

Then enter
"Meeting ID":

832 2153 5955

Those who are hearing impaired and require additional accommodations are encouraged to contact (269) 857-4751 or info@ci.douglas.mi.us as soon as possible.

D. Resolution 02-2021 Approving an Agreement for Planning Support Services

Motion to approve Resolution 02-2021 approving and agreement for Planning support services between the City of the Village of Douglas and Williams & Works of Grand Rapids. – roll call vote

E. Wildlife Advisory Commission – Discussion Item

F. Rules for Submitting Communication to Boards & Commissions

Motion to approve the Rules for Submitting Communication to Boards & Commissions. – roll call vote

7. Reports

A. Commission/Committee/Boards

1. Planning Commission
2. Kalamazoo Sewer and Water Authority
3. Downtown Development Authority
4. Kalamazoo Lake Harbor Authority
5. Douglas Harbor Authority
6. Douglas Brownfield Authority
7. Fire Board
8. Community Recreation
9. Recycle Committee
10. Tri-Community Trail Group

B. Staff Reports

1. Manager

8. Public Communication (Limit to 3 minutes)

9. Council Comments

10. Mayor's Report

11. Adjournment

Please Note – The City of the Village of Douglas (the "City") is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Pamela Aalderink, City Clerk, at (269) 857-1438, or clerk@ci.douglas.mi.us to allow the City to make reasonable accommodations for those persons.



AGENDA
THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JANUARY 18, 2021 – 7:00 P.M.
Zoom

1. Call to Order – Chair Lion called the meeting to order at 7:00 p.m.
2. Roll Call – Present: Donovan, Miller, Mooradian, North, Seabert, Van Loon, Lion
Also Present: City Manager LaBombard, City Clerk Alderink, City Planner Wikar,
City Treasurer Smith, DPW Director Vogel, Chief Kent.
3. Consent Calendar:
 - A. Approval of the January 18, 2021 Agenda
 - B. Approval of the City Council Minutes of January 4, 2021 as amended
 - C. Approval of Invoices in the amount of \$100,077.39
 - D. Appointments / Resignations / Proclamations

Reappoint:

Michael Hurley	Douglas Harbor	[term end 1/2024]
Keith Charak	Tree Board	[term end 1/2022]
Kyle Kyllonen	Tree Board	[term end 1/2022]
Neal Seabert	Lighting Committee	
Cathy North	Kal. Lake Harbor	[term end 1/2025]
Charles Carlson	Construction BO	[term end 1/2024]
Michael Hurley	Construction BO	[term end 1/2024]

Motion by Seabert, with support from Mooradian, to approve the Consent Calendar of January 18, 2021– Motion carried by unanimous roll call vote.

4. Public Communication:
 - A. Verbal (Limit of 3 minutes) – No verbal communication
 - B. Written Communications
 1. Saugatuck Township Fire Dept. Year End Stats
 2. Larry Gammons – Pride Garden
 3. Richard Wroblewski – Internet Service
 4. Ronna Alexander – 200 Blue Star Hwy
 5. Suzanne Dixon – 200 Blue Star Hwy

Mooradian pulled the Wroblewski letter and thanked him for the work he is doing by looking into the internet. Mayor Lion spoke to Dean Kappinga regarding internet in the city. Donovan thanked Dixon & Alexander for their letter.

5. Unfinished Business – No unfinished business on the agenda.
6. New Business:
 - A. Pickleball Club Agreement
North inquired if the hours were going to remain the same.

Motion by Mooradian, with support from Seabert, to enter into an agreement with the Douglas Saugatuck Pickleball Club and establish routine hours of use, responsibilities of the City, and responsibilities of DSPC for the eight (8) pickleball courts located at Schultz Park in Douglas.

7. Reports:
 - A. Commission/Committee/Boards
 1. Planning Commission: Planning acted on 327 Water St., one R-2 to R-4 rezone, Hamilton St. and the bylaws were tabled.
 2. Kalamazoo Lake Sewer Water: No report
 3. Downtown Development Authority: No report
 4. Kalamazoo Lake Harbor Authority: No report
 5. Douglas Harbor Authority: No report
 6. Douglas Brownfield Authority: Brownfield held a discussion on the possibility of locating Chase Manufacturing insurance company. The grant will not be presented until Mid-May. BRA would like some direction from City Council on how they are to proceed.
 7. Fire Board: The department will be assisting with COVID-19 vaccinations.
 8. Community Recreation: No report
 9. Recycle Committee: Most of the meeting was reviewing last year.
 10. Tri-Community Trail Group: Presented designs they never saw before but the plans are incomplete so more engineering will need to be completed
 - B. Staff Reports
 1. Planning/Zoning End of Year: There have been 92 Zoning Reviews, the department has been working on erosion controls, growth, sedimentation, storm run-off, routine ordinance maintenance, and updating Zoning procedures. A Zoning page will be added to the city website to allow residents to view the process of applications.
 2. City Treasurer End of Year: Treasurer went over cash balance and the potential of setting up positive pay to add an additional protective measure for the city.
 3. Chief of Police End of Year: Police Department has taken 1,808 complaints, 1 felony arrest and a misdemeanor arrest. Most of the department time has been spent on the ATM robbery. Portable Radio testing has been completed at the schools.
8. Public Communications – Verbal (Limit of 3 minutes)
Tracy Shafroth, Water St. resident addressed issues she sees with 200 Blue Star Hwy., asking who the owner is, success based on community input, and the roll the Brownfield will play.

Richard Wrobeleski questioned what would be done with the old library building now that it

is back in city hands.

9. Council Comments:

Donovan is looking forward to getting things started with 200 Blue Star Hwy.

Miller thanked Wikar for the Planning/Zoning numbers and asked how they compared to the previous year.

Mooradian received a call regarding an Art Coast Committee that wishes to revive the Old Art Town feeling. Also, Oxbow would like to make a presentation to council regarding the old library building.

Seabert thanked DPW for removing Christmas lighting and he will be working with Wikar on the sign Ordinance.

Lion addressed a CVB grant Saugatuck had received for lighting and suggested Seabert investigate it.

10. Mayor's Report/Comments:

Received information regarding the Art events and possibly connecting them with the 150th Anniversary of the City. With Zoom meetings she has had the opportunity to attend many of the city meetings and it looks as if things are moving forward.

11. Closed Session:

Motion by Van Loon, with support from Mooradian, to enter Closed Session to discuss Attorney/Client communication pursuant to section 8 (h) of the Open Meeting Act. (7:51 pm)

Motion by Seabert, with support from Miller, to enter from Closed Session and enter regular meeting. (9:23 pm)

12. Adjournment:

Motion by Van Loon, with support from Miller, to adjourn the meeting. (9:27 pm)

Approved on _____, 2021

Signed: _____ Date: _____
Patricia Lion, Mayor

Signed: _____ Date: _____
Pamela Alderink, City Clerk

01/27/2021

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS
EXP CHECK RUN DATES 07/01/2020 - 02/01/2021
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt
3091				
40414	AXMAN ENTERPRISES INC	01/13/2021	02/01/2021	3,200.00
	STUMP GRINDING			
	101-463.000-802.010 CONTRACTUAL FORESTRY			3,200.00
132861				
40424	B S & A SOFTWARE	02/01/2021	02/01/2021	1,090.00
	COMMUNITY DEVELOPMENT AND ASSESSING ANNUAL SERVICE			
	101-401.000-802.000 CONTRACTUAL			480.00
	101-180.000-802.000 CONTRACTUAL			610.00
1-13-2021				
40410	COMCAST	01/13/2021	02/01/2021	295.95
	86 W CENTER			
	101-265.000-851.000 TELEPHONE			295.95
1-15-2021				
40411	COMCAST	01/13/2021	02/01/2021	284.17
	47 CENTER ST			
	101-301.000-851.000 TELEPHONE			284.17
204922287007				
40419	CONSUMERS ENERGY	01/18/2021	02/10/2021	259.13
	47 CENTER			
	101-301.000-922.000 UTILITIES			259.13
204922287008				
40420	CONSUMERS ENERGY	01/18/2021	02/10/2021	181.78
	86 CENTER ST			
	101-265.000-922.000 UTILITIES			181.78
205278215942				
40421	CONSUMERS ENERGY	01/18/2021	02/10/2021	41.62
	503 W CENTER			
	101-463.000-922.000 UTILITIES			41.62
11959				
40425	D & L TRUCK AND TRAILER, LLC	01/19/2021	02/01/2021	950.85
	INTAKE THROTTLE VALVE REPAIR #5 INT			
	660-903.000-930.004 VEHICLE MAINTENANCE & REPAIRS			950.85
14638				
40472	DOUGLAS SHELL	01/18/2021	02/01/2021	82.45
	SERVICING CAR #1			
	101-301.000-930.004 VEHICLE MAINTENANCE & REPAIRS			82.45
YOU BARN DEC21				
40457	KALAMAZOO LAKE SEWER & WATER	01/15/2021	02/01/2021	45.98

	KLSWA 26 BAYOU DR OLD BARN DEC				
	101-751.000-922.000	UTILITIES			45.98
POLICE DEC20					
40458	KALAMAZOO LAKE SEWER & WATER		01/15/2021	02/01/2021	120.90
	KLSWA 47 CENTER				
	101-301.000-922.000	UTILITIES			120.90
CITY HALL DEC20					
40459	KALAMAZOO LAKE SEWER & WATER		01/15/2021	02/01/2021	49.80
	KLSWA 86 CENTER ST				
	101-265.000-922.000	UTILITIES			49.80
5 MAIN IRR DEC20					
40460	KALAMAZOO LAKE SEWER & WATER		01/15/2021	02/01/2021	32.00
	KLSWA 25 MAIN IRRIGATION				
	101-751.000-922.000	UTILITIES			32.00
ULTZ PARK DEC20					
40461	KALAMAZOO LAKE SEWER & WATER		01/15/2021	02/01/2021	16.00
	KLSWA 3100 SCHULTZ PARK DR				
	101-751.000-922.000	UTILITIES			16.00
NEW BARN DEC20					
40462	KALAMAZOO LAKE SEWER & WATER		01/15/2021	02/01/2021	53.75
	KLSWA 486 WATER ST NEW BARN				
	101-265.000-922.000	UTILITIES			53.75
BAYOUR IRR DEC 20					
40463	KALAMAZOO LAKE SEWER & WATER		01/15/2021	02/01/2021	16.00
	KLSWA 26 BAYOUR DR IRRIGATION				
	101-751.000-922.000	UTILITIES			16.00
LAKESHORE DEC 20					
40464	KALAMAZOO LAKE SEWER & WATER		01/15/2021	02/01/2021	45.98
	KLSWA 50 LAKESHORE SR BATHROOMS				
	101-751.000-922.000	UTILITIES			45.98
MAIN DRK FT DEC20					
40465	KALAMAZOO LAKE SEWER & WATER		01/15/2021	02/01/2021	6.40
	KLSWA MAIN DRINKING FOUNTAIN				
	101-751.000-922.000	UTILITIES			6.40
37 WASH DEC 20					
40466	KALAMAZOO LAKE SEWER & WATER		01/15/2021	02/01/2021	114.95
	KLSWA 37 WASHINGTON BATHROOMS				
	101-751.000-922.000	UTILITIES			114.95
211250					
40422	KENT COMMUNICATIONS		12/29/2020	02/01/2021	544.60
	POSTAGE FOR ASSESSMENTS				
	101-180.000-864.000	POSTAGE			544.60
49806					
40433	MENARDS-HOLLAND		01/14/2021	02/01/2021	503.76
	DOCK BUILDERS				
	594-598.000-974.000	CONSTRUCTION			503.76
115418-4					

40481	MERS	01/31/2021	02/01/2021	8,259.39
	JANUARY MERS			
	101-170.000-721.000	MERS BENEFITS		71.99
	101-260.000-721.000	MERS BENEFITS		2,115.82
	101-265.000-721.000	MERS BENEFITS		380.86
	101-401.000-721.000	MERS BENEFITS		822.23
	101-463.000-721.000	MERS BENEFITS		495.47
	101-751.000-721.000	MERS BENEFITS		4.75
	101-301.000-721.000	MERS BENEFITS		2,270.93
	101-301.000-721.000	MERS BENEFITS		351.53
	202-463.000-721.000	MERS BENEFITS		841.41
	203-463.000-721.000	MERS BENEFITS		904.40

3133697811				
40440	MICHIGAN GAS UTILITIES	01/20/2021	02/01/2021	213.88
	47 CENTER			
	101-301.000-922.000	UTILITIES		213.88

3134179712				
40441	MICHIGAN GAS UTILITIES	01/20/2021	02/01/2021	139.69
	86 CENTER			
	101-265.000-922.000	UTILITIES		139.69

3133485366				
40442	MICHIGAN GAS UTILITIES	01/20/2021	02/01/2021	155.99
	137 CENTER			
	101-265.000-922.000	UTILITIES		155.99

3134050682				
40443	MICHIGAN GAS UTILITIES	01/20/2021	02/01/2021	533.65
	486 WATER			
	101-265.000-922.000	UTILITIES		533.65

3608				
40412	MICHIGAN TWP. SERVICES ALLEGAN	01/08/2021	02/01/2021	6,437.70
	DECEMBER PERMIT FEES			
	101-401.000-804.000	CONTRACTUAL BUILDING INSPECTIO		6,437.70

2584568-01				
40473	NICHOLS PAPER & SUPPLY, CO	12/16/2020	02/01/2021	41.00
	LYSOL			
	101-265.000-740.000	SUPPLIES		41.00

147435078001				
40435	OFFICE DEPOT	01/07/2021	02/01/2021	120.97
	PAPER			
	101-265.000-740.000	SUPPLIES		120.97

149452743001				
40468	OFFICE DEPOT	01/15/2021	02/01/2021	100.36
	CITY HALL OFFICE SUPPLIES			
	101-265.000-740.000	SUPPLIES		100.36

144974139001				
40469	OFFICE DEPOT	01/14/2021	02/01/2021	106.62
	POLICE AND CITY HALL SUPPLIES			

	101-265.000-740.000	SUPPLIES			35.83
	101-301.000-740.000	SUPPLIES			70.79
146370383001					
	40470 OFFICE DEPOT		01/14/2021	02/01/2021	3.22
	CITY HALL FOLDERS				
	101-265.000-740.000	SUPPLIES			3.22
D556963					
	40426 OVERISEL LUMBER CO.		11/30/2020	02/01/2021	32.55
	SIDEWALK-MAGNESIUM FLOAT				
	202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			32.55
D557113					
	40427 OVERISEL LUMBER CO.		12/01/2020	02/01/2021	47.10
	SIDEWALKS - EDGER, TROWEL				
	202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			47.10
D561028					
	40428 OVERISEL LUMBER CO.		12/01/2020	02/01/2021	4.25
	CITY HALL - JOHNSON TOP GUIDE				
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			4.25
D561799					
	40429 OVERISEL LUMBER CO.		12/28/2020	02/01/2021	2.78
	BARRY BATHROOM - KEYS				
	101-265.000-740.000	SUPPLIES			2.78
D562101					
	40430 OVERISEL LUMBER CO.		12/29/2020	02/01/2021	38.98
	CITY HALL - TOOLS, GROUNDED RECEPTICLE				
	660-902.000-979.000	CAPITAL OUTLAY			37.44
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			1.54
D562164					
	40431 OVERISEL LUMBER CO.		12/29/2020	02/01/2021	10.38
	CITYHALL-SWITCHES				
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			10.38
FEB 2021					
	40439 JENNIFER PEARSON		02/01/2021	02/01/2021	30.00
	CELL PHONE STIPEND				
	101-170.000-851.000	TELEPHONE			7.50
	101-260.000-851.000	TELEPHONE			7.50
	101-401.000-851.000	TELEPHONE			7.50
	101-463.000-851.000	TELEPHONE			7.50
6889069					
	40432 PRAXAIR-LAKE WELDING SUPPLY		12/23/2020	02/01/2021	71.80
	ARG-CO2 CYLINDER				
	101-265.000-740.000	SUPPLIES			71.80
210170001292					
	40418 PRIORITY HEALTH		02/01/2021	02/01/2021	21,236.05
	FEB HEALTH INS				
	101-170.000-719.000	INSURANCE BENEFITS			1,040.58
	101-260.000-719.000	INSURANCE BENEFITS			4,383.64

101-265.000-719.000				335.43
101-301.000-719.000	INSURANCE BENEFITS			8,071.74
101-401.000-719.000	INSURANCE BENEFITS			848.02
101-463.000-719.000	INSURANCE BENEFITS			2,672.16
101-751.000-719.000	INSURANCE BENEFITS			252.92
202-463.000-719.000	INSURANCE BENEFITS			1,686.40
203-463.000-719.000	INSURANCE BENEFITS			1,945.16
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1-17-2021				
40423	PURCHASE POWER	01/17/2021	02/01/2021	301.50
	POSTAGE			
101-260.000-864.000	POSTAGE			301.50
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12-31-2020				
40480	QUALITY CAR WASH	12/31/2020	02/01/2021	(6.00)
	DECEMBER CAR WASHES			
101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			(6.00)
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10128				
40456	SCOTT'S LANDSCAPE MANAGMENT INC	01/22/2021	02/01/2021	3,528.45
	SNOW REMOVAL 1-22, 1-18, 1-20, 1-21			
202-464.000-802.002	CONTRACTUAL-SIDEWALK PLOWING			3,528.45
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8455-2				
40434	SHERWIN WILLIAMS	12/28/2020	02/01/2021	25.77
	NANTUCKET GRAY PAINT FOR CITY HALL			
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			25.77
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1-15-2021				
40436	MATT SMITH	01/15/2021	02/01/2021	300.00
	VISION REIMBURSE			
101-260.000-719.000	INSURANCE BENEFITS			300.00
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1-15-2021				
40413	STANDARD INSURANCE COMPANY	01/15/2021	02/01/2021	679.29
	FEBRUARY LIFE INSURANCE			
101-170.000-719.000	INSURANCE BENEFITS			38.20
101-260.000-719.000	INSURANCE BENEFITS			173.55
101-265.000-719.000	INSURANCE BENEFITS			13.97
101-301.000-719.000	INSURANCE BENEFITS			152.94
101-401.000-719.000	INSURANCE BENEFITS			38.20
101-463.000-719.000	INSURANCE BENEFITS			100.75
101-751.000-719.000	INSURANCE BENEFITS			10.53
202-463.000-719.000	INSURANCE BENEFITS			70.19
203-463.000-719.000	INSURANCE BENEFITS			80.96
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1-26-2021				
40471	STATE OF MICHIGAN	01/26/2021	02/01/2021	10.00
	MUNICIPAL PLATE REPLACEMENTS			
101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			10.00
<hr/>				
100568904				
40437	TRACTOR SUPPLY COMPANY	12/15/2020	02/01/2021	982.38
	DR WOOD CHIP SHRED PREMIER			
101-751.000-977.000	EQUIPMENT			982.38
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200816838					
40438	TRACTOR SUPPLY COMPANY	12/15/2020	02/01/2021	77.74	
	SIDEWALK MARKER RODS				
	202-464.000-740.001			38.87	
	203-464.000-740.001			38.87	

469506					
40482	USA BLUE BOOK	01/12/2021	02/01/2021	88.26	
	18' POLY FLAT BLADE SNOW				
	202-464.000-740.001			44.13	
	203-464.000-740.001			44.13	

4283					
40409	WMCJTC	10/26/2020	02/01/2021	87.50	
	FALL DISTRIBUTION 2020				
	101-301.000-725.001			87.50	

MEMBER SERVICE					

JAN ADOBE					
40452	ADOBE ACROBAT PRO	01/13/2021	02/01/2021	198.92	
	ADOBE ACROBAT PRO SUBS				
	101-260.000-740.000			198.92	

7934032-6044246					
40445	AMAZON MARKETPLACE	01/05/2021	02/01/2021	(48.99)	
	RETURN HEADSET				
	101-260.000-740.000			(48.99)	

8068577-9825855					
40447	AMAZON MARKETPLACE	12/17/2020	02/01/2021	32.86	
	DESK ORGANIZER, PUSH PINS, MAGNETS				
	101-463.000-740.000			21.99	
	101-265.000-740.000			10.87	

9137589-5885003					
40448	AMAZON MARKETPLACE	12/15/2020	02/01/2021	32.99	
	HEADSET				
	101-260.000-740.000			32.99	

5987522-4491465					
40449	AMAZON MARKETPLACE	12/30/2020	02/01/2021	53.06	
	GLADE SPRAYM BATTERIES, POWER STRIP				
	101-265.000-740.000			53.06	

8493026-3593838					
40450	AMAZON MARKETPLACE	01/08/2021	02/01/2021	25.99	
	MASKS				
	101-301.000-740.000			25.99	

7862230-6245860					
40451	AMAZON MARKETPLACE	01/05/2021	02/01/2021	28.05	
	GLADE SPRAY, DESK CALENDAR				
	101-265.000-740.000			8.10	
	101-463.000-740.000			19.95	

1290717-0261861					
40467	AMAZON MARKETPLACE	01/07/2021	02/01/2021	32.31	

	ROCKETBOOK				
	101-260.000-740.000	SUPPLIES			32.31
1-5-2021					
40444	DOLLAR GENERAL		01/05/2021	02/01/2021	54.64
	EVIDENCE COLLECTION SUPPLIES				
	101-301.000-740.000	SUPPLIES			54.64
S2047188.001					
40479	GORDON ELECTRIC		12/23/2020	02/01/2021	886.09
	EXTERIOR GROUND BOX, COVER, LOCK NUT TOOL				
	202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			886.09
P60765					
40478	GREENMARK EQUIPMENT, INC		12/23/2020	02/01/2021	1,479.04
	PROMARK HI-VISIBILITY CLOTHES, HELMETS, MUFFLER, BAR NOSE				
	101-463.000-750.000	UNIFORMS			769.93
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			709.11
12-29-2020					
40454	MEIJERS		12/29/2020	02/01/2021	18.52
	PLANNING SUPPLIES				
	101-401.000-740.000	SUPPLIES			18.52
12-16-2020					
40455	STAPLES		12/16/2020	02/01/2021	61.43
	INK				
	101-401.000-740.000	SUPPLIES			61.43
1-14-2021					
40474	STAPLES		01/14/2021	02/01/2021	125.56
	OFFICE SUPPLIES				
	101-265.000-740.000	SUPPLIES			125.56
20122319805214					
40477	STATE OF MICHIGAN		12/23/2020	02/01/2021	50.00
	STATE EGLE TRAINING FOR WATER OPERATORS - GREG SALINAS				
	101-463.000-725.000	TRAINING FUNDS			50.00
1-19-2021					
40475	TRACTOR SUPPLY COMPANY		01/19/2021	02/01/2021	386.87
	HOSE REELS FOR SHOP				
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			386.87
1-14-2021					
40476	TRACTOR SUPPLY COMPANY		01/14/2021	02/01/2021	323.95
	HITCH CAMERA SYSTEM, RED TRAFFIC FLAGS				
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			299.98
	203-463.000-727.000	TRAFFIC SIGNS & SERVICES			23.97
I02WT-76A37-7E2					
40446	VISTAPRINT		01/05/2021	02/01/2021	38.99
	BUSINESS CARDS				
	101-180.000-900.000	PRINTING & PUBLISHING			19.50
	101-170.000-900.000	PRINTING & PUBLISHING			19.49
59141988					
40453	ZOOM VIDEO COMMUNICATIONS, INC		12/24/2020	02/01/2021	29.98

ZOOM JANUARY

101-101.000-955.000

COUNCIL EXPENSE

29.98

MEMBER SERVICE

3,810.26

of Invoices: 69 # Due: 69 Totals: 55,462.57

of Credit Memos: 2 # Due: 2 Totals: (54.99)

Net of Invoices and Credit Memos: 55,407.58

--- TOTALS BY FUND ---

101 - GENERAL FUND	43,402.87
202 - MAJOR STREET FUND	7,175.19
203 - LOCAL STREETS FUND	3,037.49
594 - DOUGLAS MARINA	503.76
660 - EQUIPMENT RENTAL FUND	1,288.27

--- TOTALS BY DEPT/ACTIVITY ---

101.000 - LEGISLATIVE	29.98
170.000 - MANAGER	1,177.76
180.000 - ASSESSING	1,174.10
260.000 - CLERK/TREASURER	7,497.24
265.000 - BUILDING & GROUNDS	3,852.34
301.000 - POLICE	12,050.59
401.000 - PLANNING & ZONING	8,713.60
463.000 - GENERAL STREETS & ROW	13,897.60
464.000 - GENERAL STREETS WINTER & ROW	3,694.45
598.000 - WADES BAYOU	503.76
751.000 - PARKS & RECREATION	1,527.89
902.000 - DPW EQUIPMENT PURCHASES	37.44
903.000 - EQUIP. REPAIRS & MAINTENANCE	1,250.83

January 18, 2021

Mr. Nick Wikar
Planning and Community Development
City of the Village of Douglas
nwikar@ci.douglas.mi.us

RE: Public Comments For January 18, 2021 City Council Meeting regarding City 16 acres on Wiley Road

Dear Mr. Wikar,

This is a written public comment for the January 18, 2021 City Council meeting. A version of these comments were originally provided for the July 22, 2020 Advisory Hearing in which the developer withdrew discussion on 200 Blue Star Highway.

I would like ensure the City Council has access to these comments and would appreciate if you would forward them on.

I would like to state my opposition to the development plan presented for the July 22 Advisory Hearing. I am not opposed to Mr. Barker developing his own 50 acre property. I am not opposed to the City's Brownfield Authority working to clean up the contaminated city-owned Haworth Property. What I am adamantly opposed to is the City land-swapping their publicly owned 16 acres as part of the proposed development plan.

My family has been following the City's purchase of the 16 acre property on Wiley Road since 2013 shortly after we moved into our house. We live on 10 acres directly adjacent to the City's property. In the past we have been at odds with two narratives we kept hearing about why the 16 acres was purchased.

One narrative was from Ryan Kilpatrick (the former development director). Ryan would tell us privately in 2013 the City intended to purchase the 16 acres, intended to annex it, intended to rezone it as R5 high density, and had been talking to Dave Barker to make it part of an overall development plan. This was 7 years ago in 2013 before the City even closed on the property.

The second narrative was the public narrative of the former City Manager and former elected officials. My family and neighbors attended several meetings in 2013 and 2014 asking publicly what the stated purpose and plans for the 16 acres were. We were repeatedly told there were no plans, or there were plans to make it a DPW property, or it could be a park, or a lot of things. The City repeatedly denied any suggestion it would be rolled into a development plan. At a meeting in June of 2013 the then Mayor called the idea of the City purchasing the 16 acres to be part of an overall development plan a "conspiracy theory". On June 25th my husband sent a letter to the newspaper suggesting the City's intention was to purchase the 16 acres as part of a property swap development plan. This was 2013.

In July 2013 the City purchased the 16 acres and proceeded with environmental assessments. My family and neighbors were encouraged to learn in 2014 the City included the 16 acre purchase as an accomplishment in their 5 Year Parks and Recreation Plan! The plan stated,

"purchase 16.4 acres of space in Saugatuck Township adjacent to the southwesterly corner of the City of Douglas to accommodate future parks and recreation needs."

This was the first official city plan that we were aware of to state a public purpose for the property. In May 2015 the City officially annexed the 16 acre property. In the Summer of 2016 the City was in the process of updating their Master Plan. Many maps were presented at public input sessions including Douglas Socials. We attended several of these events and noted that the 16 acres was never included as City property on any of the maps. City staff later admitted that was an "oversight". As a result, no public discussion occurred. No community input was obtained on what the City could or should do with the property. The 16 acres was simply never a part of the conversation.

A group of neighbors got together in September of 2016 to build awareness of City's 16 acres and generate community input. Specifically, the focus was on determining if there was a level of support to designate the land as a park as was implied by the City's 5 Year Park Plan. The community showed a tremendous level of support for this idea! 40 letters were received in support of protecting the 16 acres as a park in the City's Master Plan. Most of the letters received were from City residents.

At the September 15, 2016 Planning Commission Meeting there was much discussion on the 16 acres and Commissioners showed a high level of support for designating it a park, but the Commissioners did not have the authority to designate park land. They openly encouraged attendees to make the case to City Council with their support. At that meeting, one Commissioner stated his understanding of the City Council's intent for the 16 acres was to hang

onto it as a “bargaining chip” if a plan came forward for the other adjacent 50 acre Dave Barker property. Everyone was told at the meeting that there was no such plan in the works though.

A recommendation was made by the Planning Commission to City Council, with conditions, in support of lower density development and parks for the Master Plan in this area. The recommendation encouraged identifying parks and open spaces on the Master Plan maps and lower density zoning for the 16 acres. At the meeting it was stated by the several Commission Members these conditions were a clear signal to Council this property should be a park.

At the October 3, 2016 City Council meeting the Master Plan was adopted - against and excluding - the Planning Commission recommendations. The Master Plan zoning was set as R5 which is the highest density residential zoning in the City. Despite this designation, meeting attendees were reassured this was just to keep “options open” and that any future plans for the property would include a lot of community input and be completely transparent. It was stated again there were no development plans in the works.

Fast forward 3.5 years to May 2020 at a meeting of City’s Brownfield Authority. Where a development plan was presented by... Dave Barker. The same plan presented for the meeting July 22 which shows 140 housing units on the City’s 16 acres!

How did we get here? What happened over the last 3.5 years to go from “no development plan in the works...” to “here’s a development plan...”?

There has been zero community input to support adding the City’s 16 acres to a comprehensive development plan with Dave Barker’s 50 acres. There has been zero mention of this land, zero mention of a development plan for this property, zero mention of agreements with Dave Barker in any of the City’s public meeting minutes between 2016 and July 22, 2020.

You can imagine our surprise to just recently learn that the City does, in fact, have a Development Agreement – Memorandum of Understanding (MOU) dated October 19, 2018 with Dave Barker. This agreement clearly involved much discussion and negotiation between the City and Mr. Barker to reach this signed agreement – none of which was public. None of which involved seeking proposals from other developers. None of which involved any community input. A cynical person might even say this had been the former City leadership’s intent since 2013, and the reason the City purchased the property in the first place.

So why all the confusion? Why present this plan now as a developer led effort? How about we hit the STOP and REWIND button a minute. It feels like the City skipped a few steps here.

Maybe we should back up and have a discussion about the community's best use of the City's 16 acres. Discuss possible uses for the publicly acquired property. Get community input and neighbor input led by the City. Get input in an open and transparent manner. Get input specific to this piece of property not swapped into, and presented as, a developer led plan for the entire area.

In the meantime, Mr. Barker can determine what a development plan might look like for his 50 acres (absent the City's 16 acres). The City can continue to work with him on the Haworth property – if they choose. Although I'm not sure why they don't open that up to competitive proposals? The City can continue to work on Brownfield grants and partnerships to remove the building and dispose of the contaminated soil. It seems like cleaning up the contamination at the Haworth (former Chase Manufacturing) property would benefit Mr. Barker's property greatly. Much of Mr. Barker's property cannot be developed due to the concentrations of TCE in the groundwater plume that originates below the Haworth building.

The current development plan and MOU propose a swap of the City's 16 acres for Mr. Barker's contaminated land. Why the City would even consider this is difficult to understand and should be debated. That is – if the community determines the 16 acres should even be bargained with in the first place. It is not at all clear that a property swap is in the City's best interest, is necessary, or is even desired by the community. It is not clear a land swap benefits anyone other than the developer by providing a larger development footprint and accelerating the ability to start construction on uncontaminated land.

Swapping for Mr. Barker's contaminated land actually may disincentivize the clean up of the source of the problem under the Haworth site. If the majority of the ground water plume is below a public park, what is the incentive for Mr. Barker to work to clean it up? Everyone agrees that the building is an eyesore and should be dealt with. I applaud the City's efforts to get grants and work through their Brownfield Authority to do just that, but let's not put the cart before the horse and make a poor unnecessary decision to trade good land for bad – just because we are given a bunch of promises for a community center and splashpad.

Thank you for your time and consideration. I look forward to the continued conversations of how do we attract full time families such are ours to live here. We love it here and our area is a great place be engaged in a caring community and to raise a family.

Sincerely,
Kara Burd
6871 Wiley Road

Douglas already has an assortment of restaurants, shops, and galleries, what would differentiate it from nearby towns? A music venue would draw interest and compliment existing businesses. The old library building could provide the city with a platform to host musical events.

Concert attendees will arrive early to dine at one of the town's restaurants. They will stroll through the village and visit the boutiques and art galleries. Just the increased traffic will add to the festive climate in the village. The evening would be topped off with a concert.

Unlike a playhouse, the entertainment could run daily during the tourist season. Fresh musicians every night. It could change as we see what's popular and what's not. Changing a band is far simpler then changing a play that isn't drawing a crowd. A bad play takes days, if not weeks to swap out.

We would host a variety of music based on public demand with an eye to maximize our audience size. The musicians would love the place as it would allow them to play original music and pull away from playing the cover songs that bar owners demand. It would be a place for the new and exciting. I see a place where musicians want to perform and audiences vie for tickets.

What would be best for the city, outright sale of the property, or a lease with the city retaining the (now) performing asset on its books?

If we want to increase the draw to our community and increase profits of local business, a music venue is the answer.

Richard Wroblewski
285 Crest Rd, Douglas
248-767-2258
Richard_15@aol.com

Pam Aalderink

From: Richard Wroblewski <Richard_15@aol.com>
Sent: Monday, January 25, 2021 4:28 PM
To: Pam Aalderink
Subject: Fwd: Old Library Proposal - overview

Hi Pam:

Neal asked me to forward this to you (my proposal for the old library). See his note below. I've told him the City Manager already has it, but I guess I should follow his instructions.

Thanks,
Richard Wroblewski

285 Crest Road
248-767-2258
Richard_15@aol.com

Begin forwarded message:

From: Neal Seabert <NSeabert@ci.douglas.mi.us>
Subject: Re: Old Library Proposal - overview
Date: January 21, 2021 at 9:37:37 AM EST
To: Richard Wroblewski <Richard_15@aol.com>

Morning Richard,

The building committee has looked at all options that the city hall has receive so far and will post it later that we are looking for more interest with that property and uses for the building to come forward with a written brief to be discussed through the building committee and presented to the council for their opinion as to what would best suit our charming downtown community. Please pass on this ideal to the city clerk so that it can be offered to the Committee.

Neal

From: Richard Wroblewski <Richard_15@aol.com>
Sent: Tuesday, January 19, 2021 1:38 PM
To: Neal Seabert <NSeabert@ci.douglas.mi.us>
Subject: Old Library Proposal - overview

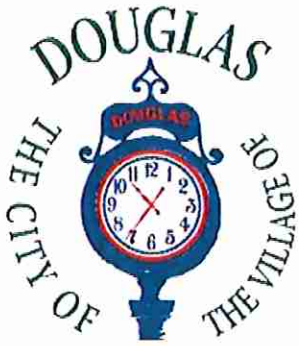
Hi Neal:

Thought I'd send you the proposal I shared with the City Manager.

I would like to see the old library put to work for both the city and local business.

The structure was originally a Methodist Episcopal Church, built in 1870. Later occupied by the Douglas Athletic Club, then finally the Library. I've been told that the 150 year old structure has a leaking basement and is in need of repair and maintenance. Question now is how can we leverage it to increase the town's economic activity.

MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: February 1, 2021

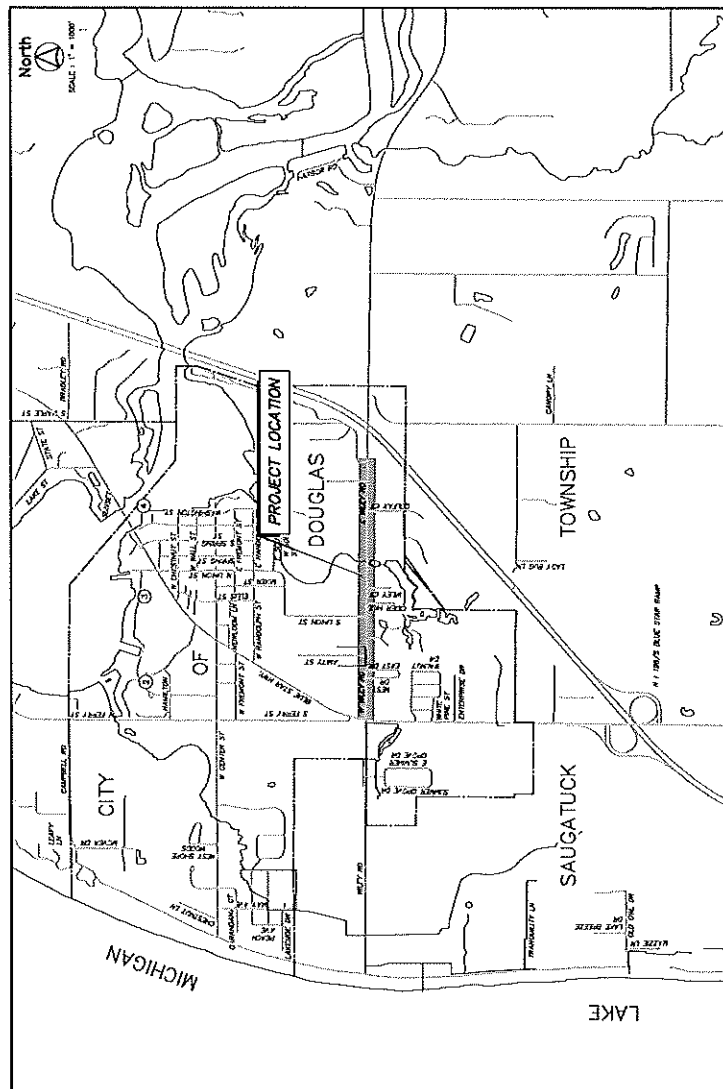
Subject: Wiley Road Non-motorized Trail


The City Engineer, Nate Williams, will present an overview of the Congestion Mitigation Air Quality Grant awarded to the City to install a non-motorized pathway along Wiley Road. He will review the award of the grant and the limit changes.

**MICHIGAN DEPARTMENT OF TRANSPORTATION
AND
FEDERAL HIGHWAY ADMINISTRATION**

WILEY ROAD NON-MOTORIZED PATHWAY

JOB NUMBER : 206347
CONTROL SECTION :



SITE LOCATION MAP															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">WILEY ROAD TRAFFIC DATA</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">DAILY AADT</td> <td style="width: 50%; text-align: center;">-</td> </tr> <tr> <td>DAYS & HOURS PERCENT OVERSAMPLING</td> <td></td> </tr> <tr> <td>PERIOD STUDIED</td> <td style="text-align: center;">25 DAYS</td> </tr> <tr> <td>ENGINE SPEED</td> <td style="text-align: center;">25 MPH</td> </tr> <tr> <th colspan="2" style="text-align: center;">PROJECT LENGTH</th> </tr> <tr> <td colspan="2" style="text-align: center;">0.6 MILES</td> </tr> </tbody> </table>	WILEY ROAD TRAFFIC DATA		DAILY AADT	-	DAYS & HOURS PERCENT OVERSAMPLING		PERIOD STUDIED	25 DAYS	ENGINE SPEED	25 MPH	PROJECT LENGTH		0.6 MILES	
WILEY ROAD TRAFFIC DATA															
DAILY AADT	-														
DAYS & HOURS PERCENT OVERSAMPLING															
PERIOD STUDIED	25 DAYS														
ENGINE SPEED	25 MPH														
PROJECT LENGTH															
0.6 MILES															
<p>CONTRACT FOR THE SALE OF IMPROVED UNINCORPORATED HIGHWAY INCLUDING CONVEYANCE OF THE RIGHT-OF-WAY TO THE CITY OF THE COGNATE, ILLINOIS COUNTY, ILLINOIS.</p>															
SHEET INDEX															
SHEET NO.	DESCRIPTION														
1	COVER SHEET														
2	WILEY RD. (STA. 10+00 TO STA. 24+00)														
3	WILEY RD. (STA. 24+00 TO STA. 26+00)														
4	WILEY RD. (STA. 26+00 TO STA. 34+00)														
5	GRADING DETAILS & DRAINAGE DRAINAGE														
6	STRUCTURAL DETAILS														
7	DETAILS & NONSTANDARD DETAILS														
MUNICIPAL APPROVAL															
<div style="display: flex; justify-content: space-between;"> <div> <p>NEW LOCATION, CITY MAP</p> <p>DATE</p> </div> <div> <p>PREPARED UNDER SUPERVISION OF</p> <p>PROJECT NO. 22065572</p> <p>DATE</p> </div> </div>															
<div style="display: flex; justify-content: space-between;"> <div> <p>DATE OF REVIEW</p> <p>PROJECT NO. 22065572</p> <p>DATE</p> </div> <div> <p>PROJECT NO. 22065572</p> <p>DATE</p> </div> </div>															
<div style="display: flex; justify-content: space-between;"> <div> <p>DATE OF REVIEW</p> <p>PROJECT NO. 22065572</p> <p>DATE</p> </div> <div> <p>PROJECT NO. 22065572</p> <p>DATE</p> </div> </div>															

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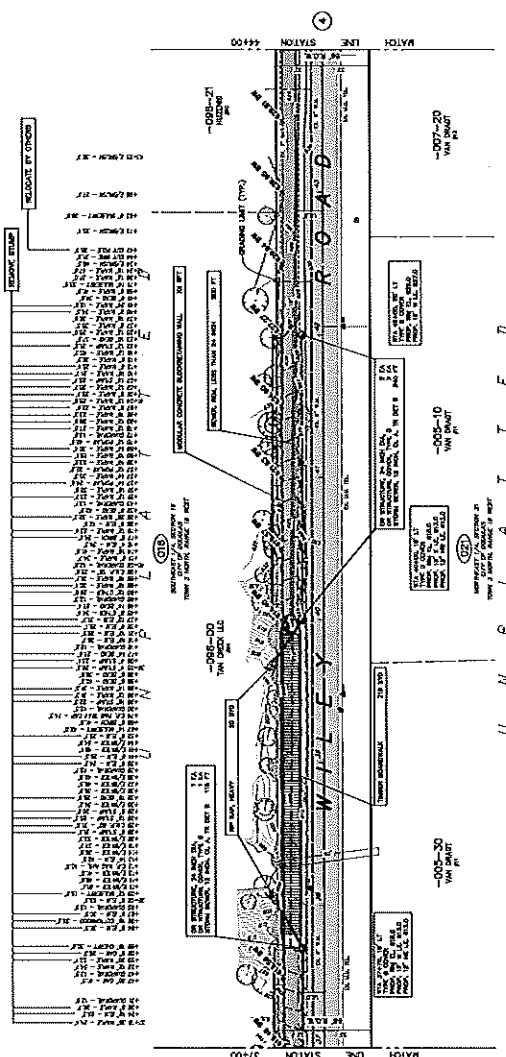
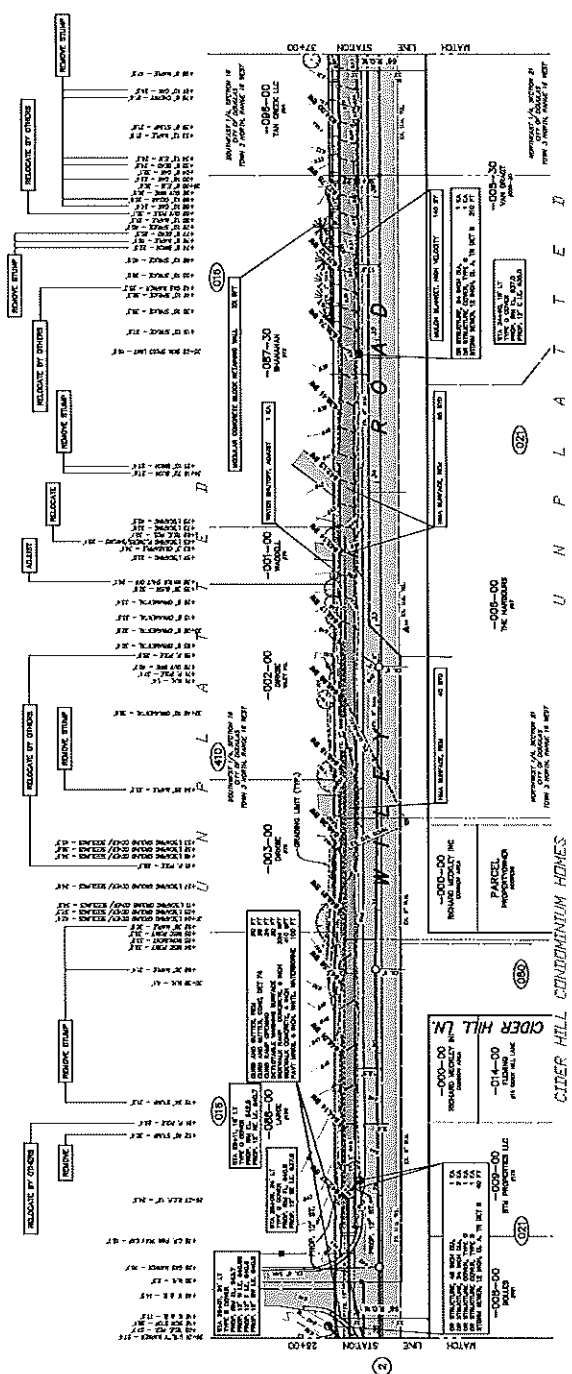
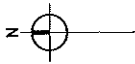


TABLE 1: MATERIALS AND METHODS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	Gravel	1000	cu yd
2	Asphalt	1000	sq yd
3	Concrete	1000	cu yd
4	Reinforcing Steel	1000	lb
5	Other Materials	1000	sq yd

SHEET QUANTITIES

ITEM	QUANTITY
Gravel	1000
Asphalt	1000
Concrete	1000
Reinforcing Steel	1000
Other Materials	1000

PROJECT DATA INFORMATION

CITY OF DOUGLAS
ALBUQUERQUE, NM

NON-MOTORIZED PATHWAY
NEW ROAD SIDE INTERESTED PROPERTY

WILEY ROAD

3 OF 7

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	NOV 2008
2
3

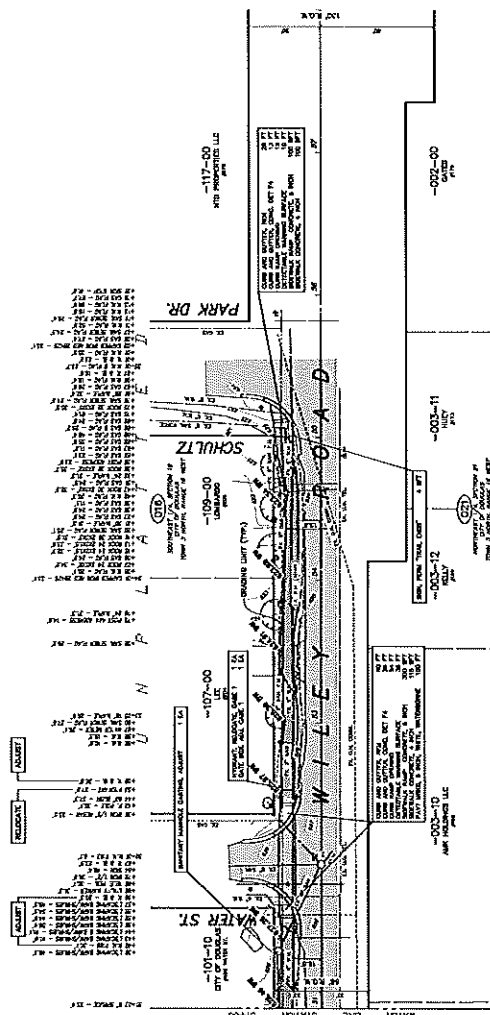
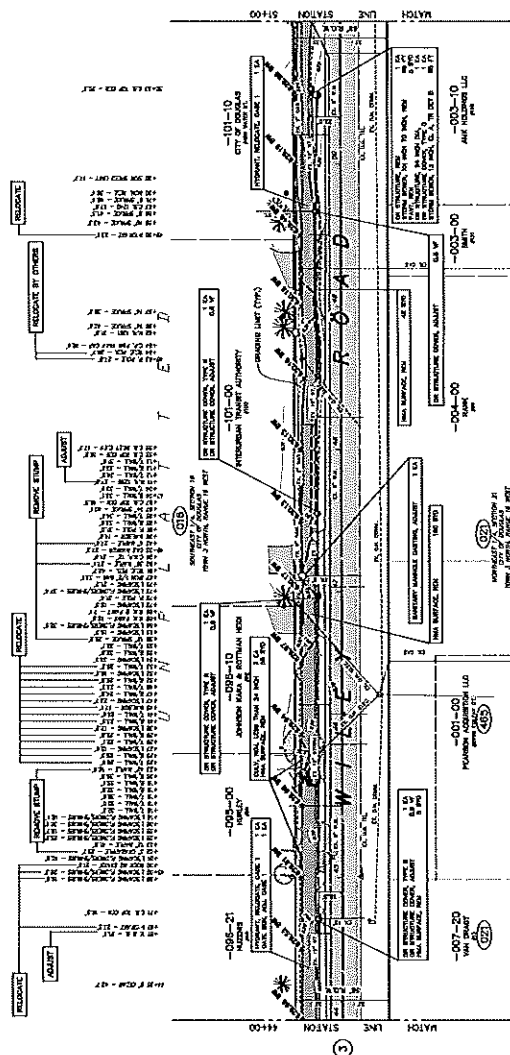
PROJECT DATA INFORMATION

ITEM	DESCRIPTION	QUANTITY	UNIT
1	Gravel	1000	cu yd
2	Asphalt	1000	sq yd
3	Concrete	1000	cu yd
4	Reinforcing Steel	1000	lb
5	Other Materials	1000	sq yd

UNITS AND CONVERSIONS

UNIT	CONVERSION
1	...
2	...
3	...

<p>NAME: <u>JOHN A. SMITH</u></p> <p>ADDRESS: <u>1234 MAIN ST.</u></p> <p>CITY: <u>ANYTOWN, MD.</u></p> <p>STATE: <u>MD.</u></p> <p>ZIP: <u>21001</u></p>	<p>NAME: <u>JOHN A. SMITH</u></p> <p>ADDRESS: <u>1234 MAIN ST.</u></p> <p>CITY: <u>ANYTOWN, MD.</u></p> <p>STATE: <u>MD.</u></p> <p>ZIP: <u>21001</u></p>	<p>NAME: <u>JOHN A. SMITH</u></p> <p>ADDRESS: <u>1234 MAIN ST.</u></p> <p>CITY: <u>ANYTOWN, MD.</u></p> <p>STATE: <u>MD.</u></p> <p>ZIP: <u>21001</u></p>	<p>NAME: <u>JOHN A. SMITH</u></p> <p>ADDRESS: <u>1234 MAIN ST.</u></p> <p>CITY: <u>ANYTOWN, MD.</u></p> <p>STATE: <u>MD.</u></p> <p>ZIP: <u>21001</u></p>
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SHEET QUANTITIES	
BRANDS: ONE PLY, CRASHED	1190 FT
BRANDS: ONE PLY, PMA	714 FT
BRANDS: ONE PLY, PMA	1023 FT
BRANDS: ONE PLY, PMA	1023 FT

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PROJECT DATING INFORMATION
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A horizontal beam of length 12 ft is shown. A triangular load starts at 0 lb/ft at the left end (A) and increases linearly to 40 lb/ft at the right end (B). A point load of 100 lb is applied downwards at the midpoint of the beam, which is 6 ft from both ends. The beam is supported by a pin support at the left end (A) and a roller support at the right end (B).

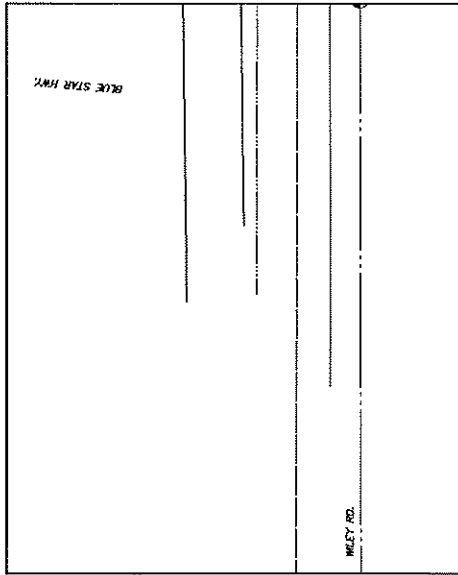
NO.	REVISIONS	BY	DATE	REMARKS
				DATE 5-14
				DATE NOV. '22
				CHECKED
				SAYS

Prein & Newhof
 Engineers • Surveyors • Environmentalists • Laboratory

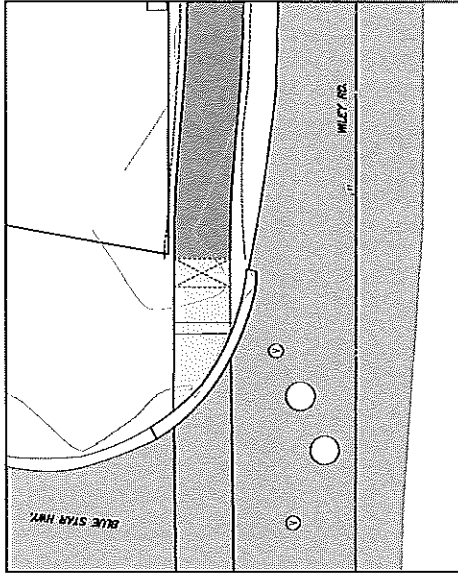
CITY OF DOUGLAS
ALLEGAN MICHIGAN

SHEET NAME

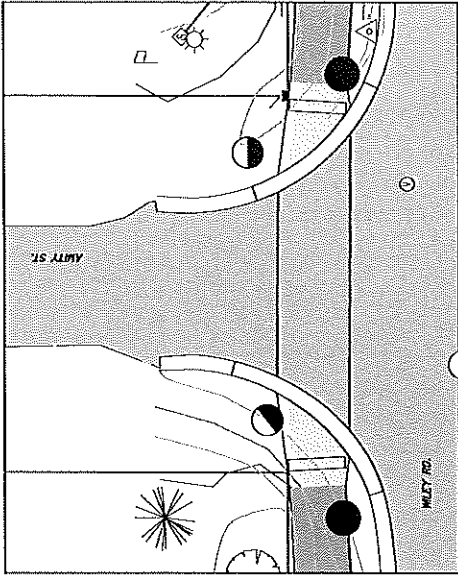
PROJECT NO.
2200522



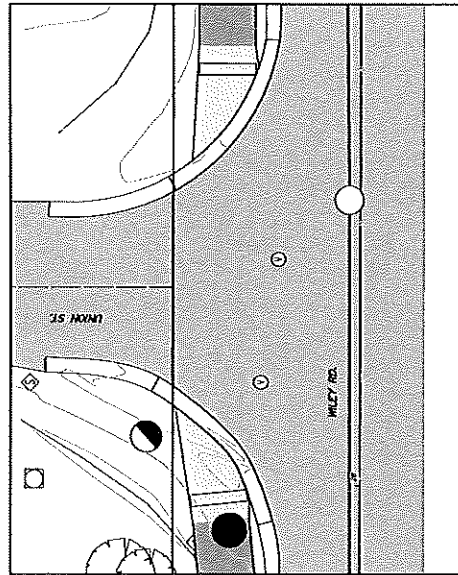
WILEY RD. & BLUE STAR HWY.
SCALE: 1" = 10'



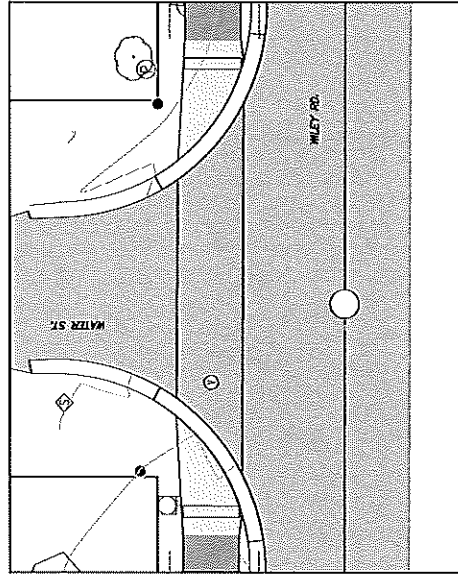
WILEY RD. & BLUE STAR HWY.
SCALE: 1" = 10'



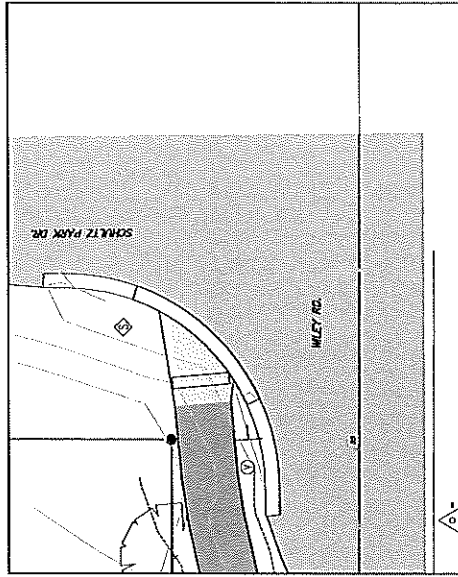
WILEY RD. & AMITY ST.
SCALE: 1" = 10'



WILEY RD. & UNION ST.
SCALE: 1" = 10'



WILEY RD. & WATER ST.
SCALE: 1" = 10'



WILEY RD. & SCHULTZ PARK DR.
SCALE: 1" = 10'

NO.	REVISIONS	BY	DATE	APP.	DATE

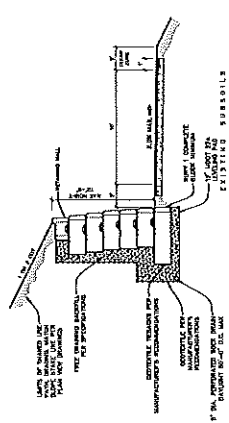
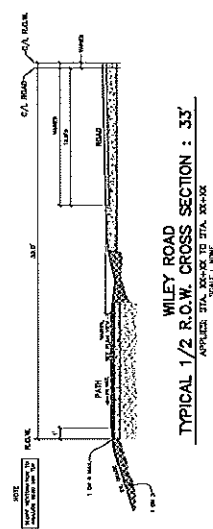
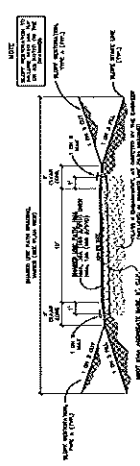
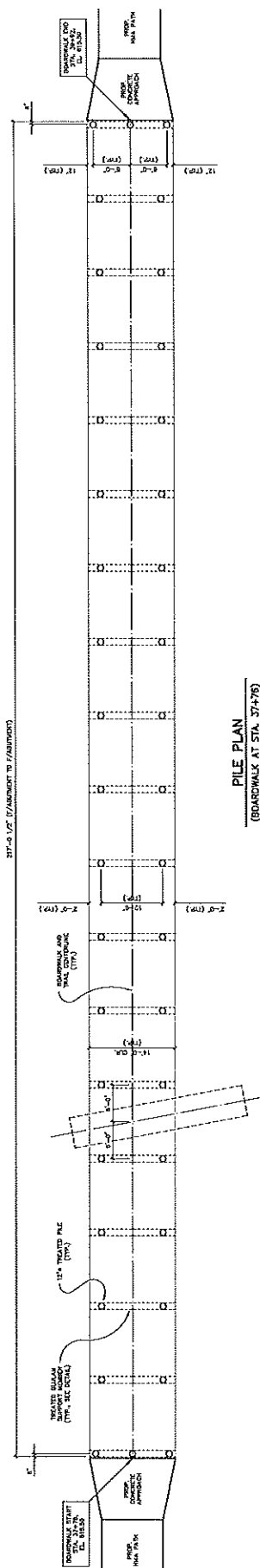
Prem & Newhof
Engineers & Surveyors

CITY OF DOUGLAS
ALASKA, 99501
NON-MOTORIZED PATHWAY
FOR THE ONE-THIRD MILE PROJECT

PROJECT NO.
2200522
SHEET NO.
5 OF 7

GRADING DETAILS - SIDEWALK RAMPS

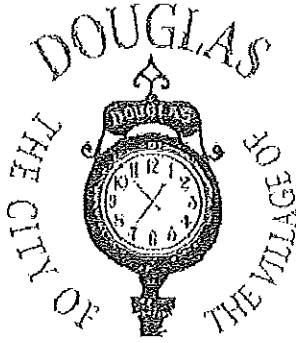




- MODULAR CONCRETE BLOCK NOTES**
1. THE BANK UNDERGRAN FOR THE WALLS SHALL BE OUTLETED.
 2. ALL COSTS ASSOCIATED WITH THE RETAINING WALL INCLUDING BUT NOT LIMITED TO THE BANK UNDERGRAN, UNDERGRAN CONNECTIONS, GUTTERPILE, CHAIN STITCH UNDERGRAN, OUTLETS, AND STABILIZATION PAD SHALL BE INCLUDED IN THE UNIT PRICES FOR THE BLOCK RETAINING WALL.

NO.	REV I S I O N S.	BY	DATE	DATE	BY	DATE
				APR 29		
				DESIGN		
				Prem & Newhof Registered Surveyors & Professional Drafters		
				CITY OF DOUGLAS NON-MOTORIZED PATHWAY WEST AND CLAY (NORTHWEST CORNER) DETAILS & BOARDWALK DETAILS		
				PROJECT NO. 22050222		
				SHEET NO. 7 OF 7		

MEMORANDUM



To: City Council
City Manager

From: City Clerk

Date: January 26, 2021

Subject: Ottawa Area Intermediate School
District Agreement

Every four years the City of the Village of Douglas and the Ottawa Area Intermediate School District enter into agreement the duties and responsibilities for conducting elections in the OAISD area. This is a four-year agreement defines the duties and responsibilities of the Election Coordinator, the Coordinating Committee Members, Non-Participating Coordinating Members, the School Secretary, and the County Election Commission.

This agreement is a binding contract between the City and the OAISD and will expire on January 2, 2025.

Recommend the City Council enter into a four-year Elections Agreement with the Ottawa Area Intermediate School District and authorize the City Clerk to sign the agreement on behalf of the city.

**OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE
REPORT/AGREEMENT TO SECRETARY OF STATE
FOR CONDUCT OF SCHOOL DISTRICT ELECTIONS**

**Ottawa County, Michigan
Effective: January 2021**

SCHOOL DISTRICT:	Ottawa Area Intermediate School District
COUNTY:	Ottawa, Allegan, and Muskegon Counties
COMPONENT JURISDICTIONS:	Coopersville City Ferrysburg City Grand Haven City Holland City Hudsonville City Zeeland City Allendale Township Blendon Township Chester Township Crockery Township Georgetown Township Grand Haven Township Holland Township Jamestown Township Olive Township Park Township Polkton Township Port Sheldon Township Robinson Township Spring Lake Township Tallmadge Township Wright Township Zeeland Township Saugatuck City/Allegan County The City of the Village of Douglas/Allegan County Fillmore Township/Allegan County Heath Township/Allegan County Laketown Township/Allegan County Manlius Township/Allegan County Monterey Township/Allegan County Overisel Township/Allegan County Saugatuck Township/Allegan County Salem Township/Allegan County

Norton Shores City/Muskegon County
Ravenna Township/Muskegon County
Sullivan Township/Muskegon County

ELECTION COORDINATOR:

Justin F. Roebuck,
Ottawa County Clerk

**ELECTION COORDINATING
COMMITTEE MEMBERS:**

Kimberly Borgman, Coopersville City Clerk
Debbie Wierenga, Ferrysburg City Clerk
Linda Browand, Grand Haven City Clerk
Kathy Grimm, Holland City Clerk
Diana VanSlyke, Hudsonville City Clerk
Pam Holmes, Zeeland City Clerk
Jody Hansen, Allendale Township Clerk
Robin Overway, Blendon Twp. Clerk
Helen Dietrich, Chester Township Clerk
Kathleen Buchanan, Crockery Twp. Clerk
Ryan Kidd, Georgetown Twp. Clerk
Laurie Larsen, Grand Haven Twp. Clerk
Michael Dalman, Holland Township Clerk
Candy DeHaan, Jamestown Township Clerk
Lona Bronkema, Olive Township Clerk
E.O. Keeter, Park Township Clerk
Connie Langeland, Polkton Township Clerk
Teresa DeGraaf, Port Sheldon Twp. Clerk
Christine Saddler, Robinson Township Clerk
H. Carolyn Boersma, Spring Lake Twp. Clerk
Lenore Cook, Tallmadge Township Clerk
Theresa Frank, Wright Township Clerk
Kate Kraak, Zeeland Township Clerk
Erin Wilkinson, Saugatuck City Clerk
Pamela Aalderink, Douglas City Clerk
Elaine Mokma, Fillmore Township Clerk
Missy Harvey, Heath Township Clerk
Michelle Sall, Laketown Township Clerk
Kathy Lubbers, Manlius Township Clerk
Megan Frank, Monterey Township Clerk
Renee Hop, Overisel Township Clerk
Abby Bigford, Saugatuck Township Clerk
Betty Brower, Salem Township Clerk
Shelly Stibitz, Norton Shores City Clerk
Penny Sherman, Ravenna Township Clerk
Libby Spencer, Sullivan Township Clerk
Bob Genetski, Allegan County Clerk
Nancy Waters, Muskegon County Clerk

Randy Schipper, Secretary of the Board of
Education

**ELECTION COORDINATING
COMMITTEE MEETING:**

January 28, 2021

This report/agreement outlines the duties and responsibilities for conducting elections in the Ottawa Area Intermediate School District for a four-year period expiring January 2, 2025.

**CONDUCT OF ELECTIONS FOR THE OTTAWA AREA INTERMEDIATE
SCHOOL DISTRICT:**

ELECTION COORDINATOR DUTIES AND RESPONSIBILITIES

The County Clerk shall serve as the "Election Coordinator" for the Ottawa Area Intermediate School District and shall perform the following duties:

- a. Receive filing fees or nominating petitions and affidavits of identity from candidates for school board [MCL 168.301];
- b. Receive requests from the school board to hold special elections [MCL 168.301, MCL 168.646(a)];
- c. Certify candidates [MCL 168.301];
- d. Receive notices of withdrawal of candidates for school board [MCL 168.303];
- e. Receive ballot proposal language by resolution of the school board [MCL 168.301, MCL 168.646(a)];
- f. Receive petitions for special elections called pursuant to MCL 168.641(4). [See also: MCL 168.302(a) & MCL 168.646(a)];
- g. Schedule any special election called pursuant to MCL 168.641(4);
- h. Set up, proof, and print ballots;
- i. Order precinct supply kits;
- j. Program and code voting equipment;
- k. Publish the "Notice of Close of Registration" and "Notice of Election";
- l. Present election results to the County Board of Canvassers for the Official Canvass of the school election [MCL 168.307];
- m. Provide election day support;
- n. Maintain certified records of the Board of Canvassers of the election results and provide copies to the school district Superintendent. Also, provide copies to the County Treasurer and to others as may be applicable;
- o. Provide notice to the individuals declared elected to the office of school board member within 5 days after canvass certification [MCL 168.308];
- p. Execute and deliver to the individual declared elected a "Certificate of Election" [MCL 168.308];
- q. Present a verified account of the actual costs of conducting any school election not later than 84 days after the date of that election to the school Superintendent [MCL 168.315];

- r. Perform any other functions necessary to conduct school elections in accordance with applicable law.
- s. Perform the necessary testing of voting equipment and publish the appropriate "Notice" for such test;
- t. Train election inspectors [MCL 168.683].
- u. If required, publish a Treasurer's Notice along with the Notice of Election (See MCL 211.202, MCL 211.203 & MCL 211.24f)
- v. Perform any other functions necessary to conduct school elections in accordance with applicable law.

COORDINATING COMMITTEE MEMBERS DUTIES AND RESPONSIBILITIES:

Township/City Clerks as Coordinating Committee Members shall perform the following duties

- a. Conduct each election of the school district utilizing municipal precincts and polling locations [MCL 168.301];
- b. Conduct each election requested by the school board to submit a ballot question to the public or to fill a vacancy on the school board [MCL 168.301];
- c. Provide voting equipment [MCL 168.301];
- d. Issue, distribute, receive, and process absent voter ballots (A.V. ballots) [MCL 168.301];
- e. Be available on the Saturday prior to the election to issue A.V. ballots [MCL 168.759];
- f. Coordinate the hiring and scheduling of election inspectors for each precinct;
- g. Set up precincts for election day;
- h. Store voted ballots;
- i. Present a verified account of the actual costs of conducting a school election not later than 14 days after the date of that election to the Secretary of the Board of Education;
- j. By resolution of the City/Township Election Commission and pursuant to MCL 168.659, consolidate precincts in instances where the precincts to be consolidated are located in the same polling place.
- k. Keep permanent absentee voter lists;
- l. Print all necessary Qualified Voter Lists;
- m. Perform any other functions necessary to conduct school elections in accordance with applicable law.

NON-PARTICIPATING COORDINATING COMMITTEE MEMBERS DUTIES & RESPONSIBILITIES

Non-participating Township/City Clerks Coordinating Committee Members shall perform the following duties:

- a. Distribute, receive and process AV ballot applications;
- b. Be available for at least 8 hours on the weekend prior to the election to verify AV applications, pursuant to MCL 168.761b;

- c. Be available on the Monday prior to the election to verify AV applications;
- d. Be available on Election Day from 7am to 8pm for the purposes of voter registration and issuing the voter a receipt stating that they registered to vote at their city or township clerk's office on election day, pursuant to MCL 168.497.

(The voters from these township/cities eligible to vote will be assigned to the nearest precinct of one of the township/city listed above as participating.)

SECRETARY OF SCHOOL BOARD DUTIES & RESPONSIBILITIES

The Ottawa Area Intermediate School District Secretary of the Board of Education (Secretary) shall perform the following duties:

- a. At least 82 days before the election date, the Secretary shall certify to the County Clerk the wording of a ballot question to be submitted to the voters at a regular or special election at which no state or federal offices are to be voted on [MCL 168.646a].
- b. If the ballot question is submitted to the voters during an election where state or federal offices are to be voted on; the Secretary shall certify the wording to the County Clerk at least 82 days before the election [MCL 168.646a];
- c. At least 14 days before the date the ballot wording must be certified to the Clerk, the Secretary shall file petitions to place a ballot question on the ballot with the County Clerk [MCL 168.646a];
- d. Within 3 days after the appointment to fill a vacancy, the Secretary shall provide written notice of appointment to the Election Coordinator. Notice shall include name, address and office of person who vacated the office and of the person filling such vacancy [MCL 168.311];
- e. Upon receipt of billing from the Election Coordinator, the School Board shall pay costs within 14 days, unless the School Board disapproves all or a portion of the account of actual costs for conducting the election within 84 days after receiving the verified account [MCL 168.315];
- f. All other duties required of a Secretary to conduct the school election in accordance with applicable law.

If a special election is called on a date provided under MCL 168.641(4) by petition, the Election Coordinating Committee shall schedule a special election date. [MCL 168.641]

COUNTY ELECTION COMMISSION DUTIES & RESPONSIBILITIES

The Ottawa County Election Commission (Judge of the Probate Court, County Treasurer and County Clerk) shall perform the following duties and be responsible for:

- a. Consolidation of precincts pursuant to MCL 168.659. The County Election Commission may consider input received from the coordinating committee members relating to the consolidation of precincts.

- b. Ballot proofing, unless delegated to the office of the County Clerk.

OTHER ISSUES

- a. This Report/Agreement may be altered or revised in writing upon the consent of the undersigned jurisdictions.
- b. As of January 1, 2021, this Report shall be governed by, and construed in accordance with, the laws of the State of Michigan.
- c. After January 1, 2021, if any clause, provision or section of this Report shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.
- d. This Report is binding on the undersigned jurisdictions until January 2, 2025, or until such time as a revised Report is filed with the State of Michigan, Department of State, Bureau of Elections.

From: [Kelly Sakorafos](#)
To: [Pam Alderink](#)
Subject: Bike MS: Great Lakes West Michigan Breakaway
Date: Tuesday, January 26, 2021 11:53:12 AM
Attachments: [image002.png](#)
[2019 day1 BikeMS Map WestMichigan.pdf](#)
[county confirmation letter.doc](#)

Hello,

The National Multiple Sclerosis Society is taking steps to return to in person events for the summer of 2021. We are optimistically moving forward with our Bike MS: Great Lakes West Michigan Breakaway Ride for Saturday June 5th. The 2021 event will be a scaled back version of the Bike MS event that has taken place for the past 34 years. This event raises money to fund cutting edge research, facilitate programs, and provide services to the more than 18,000 people in Michigan living with Multiple Sclerosis.

Some of the changes will include:

- Transition from a two day event to a one day
- Two route options, TBD. (down from 4)
- Individual pre-packaged meals, snacks and beverages
- Frequent sanitation of high touch areas
- Hand Sanitation stations for participants, volunteers, and staff
- Elimination of VIP tent, team tents, finish line spectators and other such gathering spaces
- Staggered start times
- Virtual evening program

We will be following all State guidelines for COVID-19 safety, and understand that the situation is very fluid. I am reaching out to you because our routes will be coming through your area and would like to gain your insight and address any concerns. The routes for this event have yet to be determined, however it is anticipated that we will follow the 30 and 75 mile route from previous years. Please see the attached map for reference.

Medical support will be provided by volunteer First Responders. In addition, Amateur Radio Operators provide our communications during the event and keep us apprised of any critical situations. We are working on a crisis communication plan to address situations that may occur during the event, as well as keep health and safety of our participants, volunteers and staff front of mind. **To make this plan as comprehensive as possible, we are asking you to fill out the attached form and return it to us indicating any Covid-19 restrictions/concerns (above those set forth by the state) and any emergency shelters near our route that may be used by our participants and volunteers in the case of severe weather or other hazardous situations. Also, if any additional restrictions (beyond that of the state) are put in place for your city/Township in regards to Covid-19. In addition, we ask that you pass this information along to the Fire and Police Departments.**

Regardless of whether emergency shelter is available in your township, please sign and email to Kelly.Sakorafos@nmss.org.

Should you have any questions or need additional information please contact me at 248-936-0352.

Regards,

Kelly Sakorafos
Specialist, Event Production
Pronouns: She/Her

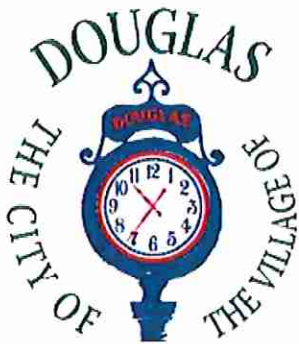
National Multiple Sclerosis Society
248-936-0352 | Kelly.Sakorafos@nmss.org
Onyx Building
29777 Telegraph Rd., Suite 1651
Southfield, MI 48034

nationalMSsociety.org

75 Years of Progress



MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: February 1, 2021

Subject: Library Building
137 W. Center

At the end of the 2020 calendar year, the old library building located at 137 W. Center Street reverted back to the City after being leased to the Saugatuck Douglas District Library for many years. The receipt of the building generated interest from a variety of parties who have expressed written interest in occupying the space. Upon updating City Council about the number of interested parties, mention was made of a request for proposal process to advertise the availability of the space to the broadest audience possible.

At the following meeting of the ad hoc building team, the team was updated on the letters of interest and the discussion to solicit requests for proposals. After some discussion, a recommendation was provided by the team to sell off the building rather than pursue leasing the space. There are a variety of benefits to the City and Downtown Development Authority (DDA) to list the building for sale.

- Maintenance costs – With the reverting of the library building back to the City, the City bears the cost to own and maintain an additional building within the downtown for a total of three City owned buildings in the district. Selling the building would release the City of the costs and labor associated with maintaining another building (i.e. lawn maintenance, snow removal, gas, electric, water service, elevator inspections, furnace repairs, insurance, remodel costs, general building maintenance, etc.)
- Usage – The City has no intended municipal usage for the building at this point in time and there is not a designated use in the long-term facility study currently being developed.
- Value – The appraised value of the building is approximately \$400,000. Any revenue produced from the sale of the building-after repair, maintenance and improvement expenses-would be used for youth recreation purposes per the original deed.
- Recreation – Per the deed restriction, the sale of the building would generate revenue to fund youth recreation projects or programs. See below.
- TIF Capture – If the City continues to own the building, no additional tax increment financing revenue would be generated for the DDA; however, if a private entity takes ownership of the building, the TIF capture would generate an additional \$4,400 per year in revenue to contribute toward the improvements of the downtown district.
- Business interest – Selling the building to a private party may generate a retail or restaurant investment in the community and possibly drive additional foot traffic into the downtown.

Other options available to the City Council include:

- Selected Sale - Through a request for proposal process, the City could sell the building to a party of their choosing that would complement the downtown assuming an opportunity presents itself through the RFP process.
- Selected Lease Occupant - Several interested parties presented great ideas that would complement the downtown district and contribute to the vibrancy as well. Holding the building and serving as a landlord would give the City flexibility in selecting the occupant. There may additional financial responsibility to customize the building for a lease agreement.
- Lease to Purchase Agreement - The City leases to a party interested in purchasing the building over the long term.
- Donation - Donate the building to a non-profit or community recreation program.

4. party of the second part,
WITNESSETH, That the said party of the first part, for and in consideration of the sum of
One Dollar (\$1.00) and other good and valuable consideration --- ~~--- Dollars~~,
to it in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and
acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said
part y of the second part, and^s its heirs and assigns, FOREVER, All
that certain piece or parcel of land, situate and being in the Village of
Douglas County of Allegan and State of Michigan, known and
described as follows, to-wit:

Lot number One (1), Block Two (2), Mixer's Addition
to the Village of Douglas, Michigan, according to
the recorded plat thereof.

Acceptance of this conveyance by the Village of Douglas
shall obligate said Village, in the event of a sale of said
premises by the Village, to utilize that portion of the
proceeds of sale which exceeds the total amount expended for
repairs, maintenance or improvements on said premises, for
youth recreation purposes.

With this communication, I'm seeking additional direction from City Council as to how to craft the request for proposal related to 137 W. Center Street. Therefore, I recommend City Council provide additional direction to City Administration regarding the sale, lease, or donation of 137 W. Center Street.

**CITY OF THE VILLAGE OF DOUGLAS
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. 02-2021

**RESOLUTION APPROVING AN AGREEMENT
FOR PLANNING SUPPORT SERVICES BETWEEN THE CITY OF THE
VILLAGE OF DOUGLAS AND WILLIAMS & WORKS**

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 1st day of February, 2021, at 7:00 p.m.

PRESENT:

ABSENT:

The following resolution was offered by Councilperson _____ and supported by Councilperson _____.

RESOLUTION

WHEREAS, the City of the Village of Douglas ("City") requires semi-regular audit and amendment of the Zoning Map, Zoning Ordinance, and various community plans adopted in accordance with the Michigan Planning Enabling Act (MPEA) PA 33 of 2008, and;

WHEREAS, land use issues persist in the Douglas, all of which would be greatly improved with access to professional planning and design consulting support services provided to the Planning and Zoning Administrator, and;

WHEREAS, the City continues to undergo substantial growth, necessitating increased facilitation of the redevelopment of the Downtown District, Blue Star Highway corridor, Lake Michigan waterfront, as well as the Kalamazoo River and Kalamazoo Lake harbor areas of the community, in a way that maximizes the goals of the community for the future, and;

WHEREAS, the firm of Williams and Works of Grand Rapids has assisted the City on various planning projects over the years, including the current Our Douglas Vision Master Plan and the City of the Village of Douglas Zoning Ordinance and Zoning Map, and;

WHEREAS, Williams and Works has submitted the attached proposal and work samples which demonstrate rates and services for the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Douglas City Council hereby approves the attached Professional Services Agreement from Williams and Works of Grand Rapids to provide planning and design support services.
2. The Douglas City Council authorizes the Mayor and City Clerk to execute any necessary contact documents between the parties on behalf of the City.
3. That any resolutions in conflict with this Resolution are deemed rescinded and revoked by the adoption of this Resolution.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 1st day of February, 2021.

Signed: _____ Date: _____
Patricia Lion, Mayor

Signed: _____ Date: _____
Pamela Aalderink, City Clerk

williams&works

engineers | surveyors | planners

December 4, 2020

Mr. Rich LaBombard, City Manager
City of the Village of Douglas
86 W Center Street
Douglas MI 49406-0757

RE: . Planning and Zoning Services for the City of the Village of Douglas

Dear Mr. LaBombard:

It was a pleasure speaking to you this week regarding planning and zoning support for the City of the Village of Douglas. This letter outlines our approach to providing ongoing professional planning and zoning support to the City on an interim basis. It provides a general overview of the planning and zoning services we typically perform for our clients located throughout west and southwest Michigan, and a description of the services we would provide to the Village of Douglas.

General Approach. Serving as an extension of City staff, we propose to perform planning and zoning services to the City on an as-needed and as-directed basis. No work will be undertaken without the authorization of the City, and as the City's planning and zoning consultant, we will direct our loyalty exclusively to you and will commit to avoiding any work for private developers or applicants in the City of the Village of Douglas without your consent for the duration of our engagement. The following items are some of the services that we anticipate performing:

- Communication with City staff and officials on planning and zoning matters. We will serve the community by providing support to staff in answering zoning inquiries and in providing counsel in the general administration and coordination of day-to-day planning and zoning activities, as needed.
- Attendance at Planning Commission and other staff meetings, as requested. Our role at meetings will be defined by City leadership, staff, and the chairperson of each board. In most instances, our role at Planning Commission or ZBA meetings includes professional support and guidance to facilitate effective decision-making. This could also include the preparation and presentation of staff reports, professional advice, and guidance relative to general parliamentary procedures. We will also counsel city staff on similar matters to ensure effective and defensible decision-making.
- Written (and/or verbal) review and recommendation of development-related applications, as requested; which may include, but are not limited to, zoning permits, land divisions, special land uses, zoning amendments, PUDs, variances, site condominiums,

subdivisions, private roads, and site plans. We will prepare staff reports for applications requiring Planning Commission approval, as directed, and will provide advice and counsel to city staff regarding the preparation of these reports, as needed.

- Assistance with Planning Commission and Zoning Board of Appeals meeting agenda preparation, assembly of meeting packets, and public notice preparation and distribution in accordance with applicable statutes. We can also assist in the preparation of meeting minutes, as requested.
- Coordination with City staff and the Planning Commission regarding the preparation of special studies, as requested, and as may be subject to contract adjustments depending upon the scope of the project.

Of course, we can provide additional services not listed above and the City can elect to have Williams & Works perform as many, or as few, of these tasks as desired.

Staffing. We propose that Andy Moore, AICP serve the Village of Douglas for this assignment as the project manager. Mr. Moore has approximately 16 years of experience in long-range planning, zoning, recreation planning, GIS, and community engagement in west Michigan. Mr. Moore will be supported primarily by Nathan Mehmed, AICP. Mr. Mehmed is a senior planner and project manager with the firm who works with numerous communities with a wide variety of planning and zoning assignments. He has seven years of experience in master planning, recreation planning, transportation planning, zoning, and GIS. Additional staff members are also available to assist with this assignment, as needed. Professional resumes for the Williams & Works planning group are attached to this letter.

Professional Fees and Billings. We propose to serve the City of the Village of Douglas on an hourly reimbursable basis. Where appropriate, we will provide itemized billings for the City, listing the service provided to the City to allow for easy billing to applicant escrow accounts and appropriate bookkeeping. For reference, our 2020 hourly billing rates are as follows:

<u>Staff Member</u>	<u>Hourly Rate</u>
Executive	\$125
Senior Planner	\$100
Project Planner	\$95
Community Planner	\$80
Landscape Designer	\$95
Graphic Designer	\$70

The advantage of a time-and-materials approach from the City's perspective is its efficiency in that the City only pays for services actually rendered. Since the City will have ultimate control over the level of effort expended, it can modulate the planning expense by having us increase or decrease our activities under its direction. This is the approach most of our clients prefer because they are in control of their planning expense, as we only work when directed and only charge accordingly. This approach also enables efficient reimbursement to the community from

applicant escrow accounts because we are able to apportion our charges to particular applicant activities. While monthly fees will vary under this approach based on the workload, for budgeting purposes, we can estimate a particular level of effort and even establish a maximum billing which would not be exceeded in any month without prior authorization.

Additional Services. As you know, Williams & Works also provides surveying and municipal engineering services to clients across west Michigan and our staff of engineers has extensive experience working with local units of government on projects include street design, water distribution, wastewater collection, non-motorized trail design, grant acquisition, and many other specialties. This multi-disciplinary aspect of our firm will give the City immediate access to a team with an impressive array of skills available on an as-needed basis, in addition to solid planning and zoning expertise. At a minimum, this capability will serve the City well in its review of complex site plans to ensure that site grading and infrastructure plans meet best practices and applicable City, County, and state standards and regulations.

Additionally, Williams & Works has a fruitful history with the City of the Village of Douglas dating back to 2009. We have served as the City's Planner and Zoning Administrator on an interim basis several times over the years, so we are familiar with some of the issues and challenges facing the community. Furthermore, we assisted the Village of Douglas with its *Our Douglas Vision* Master Plan in 2016, and also provided some limited assistance to the Tri-Communities Master Plan effort in 2017. This institutional knowledge provides us with a solid foundation on which we will continue to serve the City and its citizenry in the coming months.

We will be happy to discuss this proposal further should you have questions. If this proposal is acceptable to you, we will provide for your review and signature a professional services agreement (PSA) that incorporates the terms of this proposal. Andy Moore, AICP is an Executive with the firm and the Planning Group Lead, and is authorized to commit the firm to the terms of this proposal.

Thank you again for thinking of the planners at Williams & Works to provide planning services to the Village of Douglas. If you have any questions about our services or our proposed arrangement, please feel free to contact me at any time.

Sincerely,

Williams & Works, Inc.

(via email)

Andy Moore, AICP
Executive and Planning Group Lead

c: Nathan Mehmed, AICP



ANDY MOORE, AICP

executive + planner

moore@williams-works.com

Community Planning

GIS Mapping

Project Management

Public Engagement Facilitation

Zoning Administration

EDUCATION

B.S., Geography
Grand Valley State University

REGISTRATIONS AND CERTIFICATIONS

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

Michigan Association of Planning

Kent Career Technical Center
Engineering / Draft Advisory Committee

Grand Valley State University
*Distinguished Alumnus-in-Residence Geography and
Planning (2012)*

Andy Moore is a planner and project manager for the Williams & Works planning group. He joined Williams & Works in 2004 after receiving his undergraduate degree from Grand Valley State University. In 2012, he was honored by GVSU's Geography and Planning department as their Distinguished Alumnus-in-Residence. In addition to planning, he also provides GIS services and is one of the company's network administrators. He works with numerous clients in all facets of community planning and zoning, ranging from the development of Master Plans and Zoning Ordinances to assistance with day-to-day planning issues for client communities.

Before joining Williams & Works, Andy worked with Ottawa County GIS, the City of Grand Rapids Planning Department, and The Rapid, the Grand Rapids area mass transit system.



NATHAN MEHMED, AICP

senior community planner

mehmed@williams-works.com

Community Planning

GIS Mapping

Public Engagement Facilitation

Zoning Administration

Transportation Planning

EDUCATION

M.P.A., Urban and Regional Policy and Planning
Grand Valley State University

B.S., Geography and Planning
Grand Valley State University

REGISTRATIONS AND CERTIFICATIONS

American Institute of Certified Planners

Charrette System Certification Training
National Charrette Institute

Zoning Administrator Certificate
Michigan State University

PROFESSIONAL AFFILIATIONS

American Planning Association

Michigan Association of Planning

Michigan Communities Association of Mapping
Professionals

Gamma Theta Upsilon -International Geographic
Honor Society

Pi Alpha Alpha - International Honor Society for
Public Affairs and Administration

As a Community Planner for Williams & Works, Nathan's responsibilities include urban planning for multiple clients, planning support, and GIS mapping utilizing the technical and theoretical knowledge of his diverse educational background. Before joining Williams & Works, Nathan worked while pursuing his Master's Degree in Public Administration with the West Michigan Regional Planning Commission. Additional work experience includes employment with MainStreet Planning Company, Allendale Charter Township, and the City of Grand Haven Department of Planning and Community Development.

Nathan has assisted a variety of communities with zoning administration, master plan updates, GIS projects, non-motorized plans, and recreation plans. More specifically, Nathan assisted the City of Belding DDA analyzing negative capture through GIS spatial analysis, allowing them to become fiscally robust once again.

In addition to professional roles, Nathan has served on multiple conference committees for the Michigan Association of Planning and volunteered to provide student mentoring at the Michigan Association of Planning Student Conference.



BRAD KOTRBA, AICP-CANDIDATE

senior planner

kotrba@williams-works.com

Comprehensive & Strategic Planning



Community & Economic Development



Financial Modeling



Market Analysis



Socio-economic Forecasting & Modeling



EDUCATION

M.U.R.P., Urban and Regional Planning
University of Michigan

B.S., Urban and Regional Planning
Michigan State University

REGISTRATIONS AND CERTIFICATIONS

Graduate Certificate in Real Estate Development
(G.C.R.E.D.)

PROFESSIONAL AFFILIATIONS

American Planning Association

Michigan Association of Planning

Project Management Institute

US Green Building Council (LEED)

Transportation Professional Certification Board

Urban Land Institute

Brad Kotrba, is a Senior Planner with Williams and Works' Planning Group. Brad has worked in the planning and development field for nearly a decade, working for both local and regional governments, as well as in private practice. Before joining Williams & Works he worked for ROWE Professional Services Company, Watermark Partners, Northwest Georgia Regional Commission and the City of Bay City.

Brad believes that community integrity can only be achieved when the client and its valued stakeholders are brought together to create a comprehensive vision for their community.

Brad was awarded the 2016 ULI Michigan Real Deal Development Award for his 3131 Biddle Avenue mixed-use community development project in Wyandotte, Michigan, which was developed in cooperation with the Wyandotte Downtown Development Authority. Brad also served as a design editor for the AGORA Journal of Planning and Design; the journal's twelfth edition *Semblance* was awarded the Douglas Haskell Award by the Center for Architecture in 2018. He authors articles for the Journal's website on community planning issues such as small-town economic development challenges.



WHITNEY NEWBERRY

community planner

newberry@williams-works.com

Community Planning



GIS Mapping



Site Plan Review



Public Engagement Facilitation



Master Plan Writing



EDUCATION

M.S., Geography
Western Michigan University

B.S., Environmental Biology
Cornerstone University

PROFESSIONAL AFFILIATIONS

American Planning Association

Michigan Association of Planning

Gamma Theta Upsilon International Geographic
Honor Society

Whitney Newberry is a Community Planner for the Williams and Works Planning Group. She first interned at Williams & Works after completing her Masters Degree in Geography with a concentration in GIS and joined the team full-time in 2019.

Whitney has assisted communities with a variety of community planning and zoning needs, including GIS projects, master plan updates, and zoning ordinance revisions.

Whitney's research background specializes in non-motorized pathways and the impact of human management in natural areas. She interned at the North Country National Scenic Trail Association and won the 2016 IMAGIN SPPC Best Cartographic Design for a map of the North Country Trail through Tahquamenon Falls State Park. Her Master's thesis compared alternative route alignments for the North Country Trail through Calhoun County, Michigan, through public input and an overlay analysis in ArcGIS Desktop. She also helped lead a Land Management Research Grant Team at Pierce Cedar Creek Institute in 2019, utilizing ArcGIS Pro and Collector to study the impact of human management on prairie biodiversity.



MALEAH RAKESTRAW, ASLA

landscape & urban designer

rakestraw@williams-works.com

Urban Design & Site Development

Graphic Visualization

Public Engagement Facilitation

Horticultural Design

Public Space Planning

EDUCATION

M.A., Environmental Design
Michigan State University

B.A., Landscape Architecture
Michigan State University

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects,
Michigan Chapter Executive Committee

Michigan State University Student Chapter
of the ASLA, Past Vice President

TECHNICAL SKILLS

Design Development

Illustrative Site Plan Production

3-D Modeling & Perspective Rendering

As Williams & Works' first landscape designer, Maleah has a strong focus on the creation of place through the physical realm.

She is an alumna of Michigan State University where she studied both landscape architecture and environmental design. With a passion for site planning and visualization, her professional experience has expanded to include a variety of projects ranging from large-scale residential developments and park planning to urban design and community engagement. She is a published co-author in the Journal of Current Urban Studies and has been a past speaker for the National Signage Research & Education Conference.

Maleah recently finished her term on the state chapter executive committee for the American Society of Landscape Architects and currently sits on Downtown Grand Rapids, Inc.'s GR Forward Goal 1 Alliance Group focused on river activation and restoration.



KIM NGUYEN

graphic designer

nguyen@williams-works.com

Public Engagement Materials



Plan Document Layouts



Logos/Branding



Website



Planning Graphics



EDUCATION

B.F.A., Digital Media
Kendall College of Art and Design

TECHNICAL SKILLS

Adobe Photoshop
Adobe Illustrator
Adobe InDesign
Microsoft Office
HTML/CSS

As an illustrator and designer, Kim enjoys bringing a strong attention to detail and a different perspective to the planning team at Williams & Works. Kim's responsibilities have included designing plan documents (East Lansing Master Plan, Comstock Charter Township Master Plan, Roosevelt Park Area Specific Plan), project-specific websites, and various logos and iconography for planning project cohesion.

Kim has years of experience in designing materials for facilitating public engagement such as advertisements and fliers for both digital and print, activity and survey hand-outs, and informational boards for charrettes and public meetings. Recently, Kim designed and assisted in implementing an art crosswalk as part of an interactive engagement activity for the Grand River Design Guidelines. Kim is extremely versatile; Other notable projects include designing wayfinding signage for the city of Lowell and cross-sectional diagrams for street reconstruction in Grand Rapids.



CITY OF LOWELL

Planner of Record

Kent County, Michigan

The City of Lowell is picturesquely located at the confluence of the Flat River and the Grand River in eastern Kent County. The community sits at the growing edge of the Grand Rapids metropolitan area and is known for its character as a trail-friendly community and its historic downtown overlooking the Flat River.

Williams & Works currently assists the City in the capacity of Planner of Record, which involves serving the City on all pertinent planning and zoning matters. Williams & Works assists the City with all phases of planning and zoning, including reviewing and providing recommendations on requests for rezoning, special land use approval, site plan approval, and other matters.

In 2017 and 2018, Williams & Works assisted with the development of a new 5-Year Parks and Recreation Plan and has been working the Planning Commission on revisions to the City's Zoning Ordinance.



REFERENCE

Sue Ullery, City Clerk
City of Lowell
(616) 897-8457



CITY OF SOUTH HAVEN

Planner of Record

Van Buren & Allegan County, Michigan

The City of South Haven is a beautiful community located along the southern shores of Lake Michigan. Known for its sugar sand beaches and bustling downtown, the City is home to many long time residents and a destination for travelers from near and far. As a growing community, the City has found a need for additional planning services to help manage growth and guide applicants through planning processes.

Williams & Works provides planner of record services and weekly office hours for the City of South Haven. Initially, our team was contracted to assist with project reviews, run day-to-day permitting, and field calls and questions regarding planning in the office. With the evolution of our relationship with the city, Williams & Works' planning tasks have expanded to include zoning administration services and support for City Planning Commission, Zoning Board of Appeals, and City Council.



REFERENCE

Kate Hosier, City Manager
City of South Haven
(269) 637-0700



VILLAGE OF SPRING LAKE

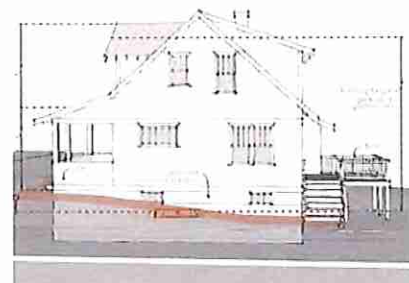
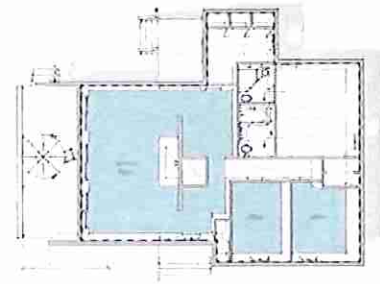
Zoning Ordinance Update

Ottawa County, Michigan

The Village of Spring Lake is a small waterfront community located on a peninsula at the confluence of the Grand River and Spring Lake near Grand Haven. Following the adoption of a new Master Plan in 2017, the Village retained Williams & Works to rewrite its Zoning Ordinance. The purpose of the update was to (1) implement the policies of the new Master Plan, (2) bring the Zoning Ordinance into compliance with Redevelopment Ready Communities best practices, and (3) modernize the code and address contemporary zoning issues.

The process to update the Zoning Ordinance involved community feedback at a local club, in addition to stakeholder meetings to discuss certain issues of importance to the community. The revamped Ordinance also contains a robust graphics package, with simple and easy-to-understand regulatory language.

The new Ordinance was expected adopted in 2020.



REFERENCE

Lukas Hill, AICP, Zoning
Administrator
Village of Spring Lake
(616) 842-1393



BLENDON TOWNSHIP

Planner of Record

Ottawa County, Michigan

Blendon Township is located in southern Ottawa County and is host to a variety of natural features and open spaces that form the character and contribute to the high quality of life in the township. As planner of record, Williams & Works assists this rural community in making land use decisions that preserve its scenic and rural character and reflect its agricultural heritage.

Services include reviewing and providing staff reports and recommendations for all special land use and site plan approval requests; reviewing zoning amendments, and assisting Township staff in all matters related land use and zoning on an as-needed basis.

Williams & Works recently developed an update to the Township Master Plan, which seeks to guide development to areas are best equipped for it while preserving key open spaces and natural features. This updated Plan was adopted in early 2018.



REFERENCE

Kurt Gernaat
Fire Chief
(616) 875-7707



VILLAGE OF MIDDLEVILLE

Planning/Zoning Services

Barry County, Michigan

The Village of Middleville is a Redevelopment Ready Certified (RRC) community located on the scenic Thornapple River in northern Barry County. Home of historic neighborhoods and the Bradford White Corporation, the Village has seen steady growth in new housing developments and downtown revitalization.

In 2017, the Village retained Williams & Works on an interim basis to provide in-office planning and zoning administration. The service relationship called for one half-day of office hours each week and the staffing of Village Planning Commission meetings. Staffing included the approval of planning and zoning permits, site plan review, and meetings with potential developers and residents.

Williams & Works has also assisted the Village with updates to the Village Master Plan, Joint Planning Area assistance with Thornapple Township, Parks and Recreation planning, and geographic information systems (GIS) implementation. In addition to being the Village's planning consultant, Williams & Works is also the Village's engineer.



REFERENCE

Brian Urquhart, Assistant Manager &
Zoning Administrator
Village of Middleville
(269) 795-3385
urquhartb@villageofmiddleville.org



CITY OF GRAND HAVEN

Hybrid Zoning Ordinance & Zoning Ordinance Update

Ottawa County, Michigan

Williams & Works assisted the City of Grand Haven in rewriting its zoning ordinance in 2006, and assisted in the zoning ordinance update in 2020. Changes included an update to the zoning map, the development of design standards for selected neighborhoods in the City, and the creation of comprehensive graphics to illustrate the ordinance text. The previous ordinance restricted the ability of the City and land owners to make the best use of the development potential in the community. With a shifting marketplace that demands a greater mix of land uses and more creativity in design, the City's zoning ordinance was frequently more of an obstacle than an effective set of tools to regulate development form.

Williams & Works developed a new zoning ordinance that achieves a balance between the regulation of form in the private and public realm, while preserving a realistic regulatory structure related to land use. The new ordinance is a hybrid with elements of form based regulation, while ensuring that the land use expectations of existing property owners and the sensitive dune environments are respected.



REFERENCE

Jennifer Howland, Community Development Manager
City of Grand Haven
(616) 847-3490



ORONOKO CHARTER TOWNSHIP

Planner of Record

Oronoko Charter Township, Michigan

Located in the heart of Berrien County, Oronoko Charter Township is a predominately agricultural community which enjoys diversity in its people as well as its land uses. While population growth has leveled off in recent years, many believe that the community is poised to experience strong population growth in the coming years with the opening of the US-31 bypass and the continuing growth of Andrews University. It is important that the Township be in the best position to guide and direct growth, so new development does not dramatically change the character of the Township.

Williams & Works has provided ongoing planning services for the Township as the Planner of Record for nearly ten years.

Williams & Works assisted the Township in developing a Master Plan and updating the Zoning Ordinance in 2009-2011. More recently, Williams & Works led a successful efforts to update the Township Parks and Recreation Plan in 2013 and 2018, and also assisted with the development of a Place-Based Code along M-139 in Oronoko Township and the Village of Berrien Springs.



REFERENCE

Rich Kubsch, Zoning Administrator
Oronoko Charter Township
(269) 471-2824



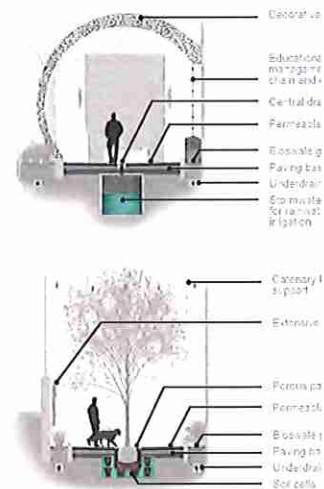
DOWNTOWN GRAND RAPIDS INC.

Miscellaneous Alley Conceptual Design Kent, Michigan

Located in the heart of Grand Rapids, Miscellaneous Alley runs parallel to Monroe Center. This space currently acts as a service alley, housing waste bins, providing delivery access for several businesses, and informal parking for building tenants. The alley is a connector between several key nodes, such as Rosa Parks Circle, the Grand Rapids Children's Museum, Monument and Veterans Memorial Parks, and has the potential to become both a functional and aesthetic space for building residents and members of the community.

Williams & Works was charged by Downtown Grand Rapids Inc. (DGRI) and the Grand Valley Metro Council (GVMC) in creating a conceptual design and marketing graphics for this alley. Stakeholder meetings kicked off the creative process. Several preliminary designs were then developed and reviewed by DGRI's Alliance Goal 5 group, and adjacent building tenants and property managers.

Through the final conceptual design, the Miscellaneous Alley is re-imagined as a verdant oasis. Sculptural archways form the gates to the garden alley, with dense native plantings and green walls lining the edges. Centrally located, bollards enclose a purely pedestrian space framed with trees, murals, and string lights. The internal area is open and flexible, maintained for non-motorized circulation and as a space for resident gatherings.



REFERENCE

Mark Miller, Managing Director of
Planning & Design
Downtown Grand Rapids, Inc.
(616) 719-4610



WAYFINDING SIGN PROJECT

September, 2018

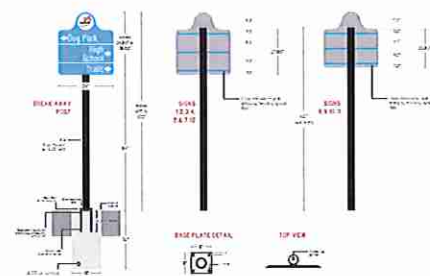
CITY OF LOWELL

Wayfinding Sign Program

Kent County, Michigan

In 2018, Williams & Works oversaw the development of Lowell's wayfinding program, which included 12 signs placed throughout the community. This project furthered the goals set forth in the Lowell Place Plan, following the design plans which laid out methods for traffic calming, streetscape improvements, wayfinding, and non-motorized facilities.

This process included working with a steering committee on the design, coordinating approval with MDOT, ensuring compliance with MDOT's Wayfinding Sign Guidelines, and overseeing the bidding process. Signs were installed in the spring of 2019, enhancing gateways into the City, helping to delineate the public and private realm, and create connectivity between key community assets and the downtown business district.



REFERENCE

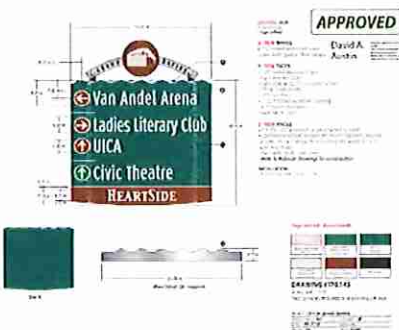
Mike Burns, City Manager
City of Lowell
(616) 897 - 8457



CITY OF GRAND RAPIDS

Sign Maintenance Administration Kent County, Michigan

For over twelve years, Williams & Works has assisted the City in maintaining the Grand Rapids wayfinding signage system. Our engineers have been active in the assessment of existing signs, the creation of work orders for new or damaged signs, and the approval of updated specifications. Valley City Sign has been honored with a multi year contract to maintain the city's existing wayfinding signs, in which they perform the physical and graphical improvements necessary to maintain this signage system. Williams & Works coordinates with Valley City Sign to help keep the City's wayfinding signage properly maintained, inventoried, and secure.



REFERENCE

Rick DeVries - Assistant City Engineer
City of Grand Rapids
(616) 456 - 3071

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of the Village of Douglas of 86 W Center Street, Douglas MI 49406-0757, (hereinafter "Client"), and Williams & Works, Inc., of 549 Ottawa Ave., N.W., Grand Rapids, Michigan, 49503 (hereinafter "Williams & Works").

SCOPE OF SERVICES. The Client hereby contracts with Williams & Works to perform the following described professional services, hereinafter collectively referred to as the Scope of Services, with regard to the Client's Project as described or referred to herein:

Professional planning services as outlined in Williams & Works' proposal letter dated December 4, 2020

Further, it is agreed that Williams & Works is not providing services pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the rules promulgated thereunder by the Securities and Exchange Commission, that are intended to be or considered to be advice or recommendations regarding financial products or the issuance of debt or securities. Client is responsible for contracting separately with a registered financial advisor to provide all services required by the Dodd-Frank Wall Street Reform and Consumer Protection Act and applicable SEC rules.

WILLIAMS & WORKS' COMPENSATION. Williams & Works shall be paid for all services rendered on an hourly reimbursable basis in an amount pursuant to the Scope of Services above.

CLIENT'S REPRESENTATIVE. The Client has designated Mr. Rich Labombard as the official representative of the Client. As such, the Representative shall be responsible for executing any document pertaining to the Agreement or any amendment thereto, and for the approval of all change orders, addenda, and additional services to be performed by Williams & Works.

TERMS AND CONDITIONS. Williams & Works' terms and conditions of contract, as included herewith, shall apply to all work performed by Williams & Works and to all obligations of the Client pursuant to this Agreement, unless otherwise specifically agreed in writing.

ADDITIONAL PROVISIONS. The Client and Williams & Works mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by Additional Provisions, if any are attached hereto, and that such Additional Provisions, together with the Terms and Conditions are intended by the Client and Williams & Works as a final expression and complete and exclusive statement of their agreement

Additional Provisions: ☒ None ☐ Attachment

ENTIRE AGREEMENT/SEVERABILITY. If any element of this Agreement is held to violate the law or a regulation, or whose insurability cannot be confirmed by Williams & Works, it shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the parties have made and executed this Agreement.

CLIENT: _____

WILLIAMS & WORKS, INC.

Signed: _____

Signed: _____

Name: _____

Name: Andy Moore

Title: _____

Title: Executive

Signed: _____

Signed: 

Name: _____

Name: Dan Whalen

Title: _____

Title: Executive

Date Signed: _____

Date Signed: January 25, 2021

TERMS AND CONDITIONS

The following terms and conditions shall be a part of the Williams & Works contractual undertaking to perform professional services and Williams & Works' undertaking to perform such services and to enter into this Agreement is expressly conditioned on Client's assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are expressly objected to and rejected by Williams & Works. Where a client issues a purchase order to authorize Williams & Works' undertaking to perform professional services, that undertaking will be governed solely by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

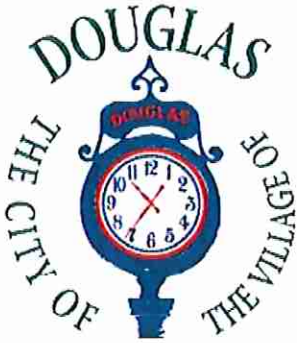
1. **PERFORMANCE.** Williams & Works shall exercise the normal standard of care and diligence in performing the professional services explicitly described in this contract as normally employed by other professionals performing the same or similar services, but Williams & Works makes no warranty, express or implied, with respect to any services performed hereunder. Williams & Works shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly caused by the negligent acts, errors or omissions of Williams & Works.
2. **AMENDMENT/MODIFICATION.** Additional services, modifications or amendments of this agreement shall only be authorized in writing signed by the Client and Williams & Works. All such additional services shall nevertheless be performed by Williams & Works subject to these Terms and Conditions.
3. **SUBCONTRACTORS.** Williams & Works may engage subcontractors on behalf of the Client to perform a portion of the services to be provided by Williams & Works hereunder.
4. **TERMINATION.** This Agreement may be terminated by either party upon fourteen (14) days' prior written notice. In the event of termination, Williams & Works shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by Williams & Works shall remain the property of Williams & Works and not be delivered to Client until all moneys owed to Williams & Works by Client (whether or not such moneys have then become due and payable) have been paid. Williams & Works assumes no liability for the use of drawings and other documents delivered to the Client under this clause, unless specifically agreed to in writing.
5. **PAYMENT.** Williams & Works shall bill for services rendered and reimbursable costs incurred on a periodic basis. Each invoice shall be due and payable within fifteen (15) days of the presentation of the invoice. Invoices over thirty (30) days past due will be charged monthly interest at the rate of seven percent (7%) per annum on the unpaid balance or the highest lawful rate, whichever is less. The Client hereby waives any defense of usury with regard to said rate of interest. Williams & Works may, after seven (7) days' written notice to Client, suspend performance of services until all past due amounts are paid.
6. **DISPUTE RESOLUTION.** Any dispute arising pursuant to any contract to which these Terms and Conditions apply shall be initially submitted to non-binding mediation, unless the parties agree otherwise. Should a dispute not be resolved by mediation, the laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance. In the event of litigation arising from, or related to, this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
7. **INSURANCE.** Upon request, Williams & Works will furnish the Client with a written description of insurance coverages being maintained by Williams & Works which may be related to Williams & Works' performance of services hereunder. No oral representations regarding insurance shall be binding upon Williams & Works.
8. **COST ESTIMATES.** Since Williams & Works has no control over the cost of labor and materials or over competitive bidding and/or market conditions, any estimates of equipment, construction or operating costs will be made on the basis of Williams & Works' experience, but Williams & Works does not warrant the accuracy of such estimates as compared to contractors' bids or actual costs incurred.
9. **INDEMNITY.** Subject to any limitations stated in this Agreement, Williams & Works will indemnify and hold harmless the Client, its officers, directors, employees and subcontractors from and against all claims and actions including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property caused by a professionally negligent act, error or omission of Williams & Works or any of its agents, subcontractors or employees in the performance of services under this contract. Williams & Works will not be responsible for any portion of loss, damage, or liability arising from any contributing negligent acts by the Client, its subcontractors, agents, staff or consultants. The Client will indemnify and hold harmless Williams & Works, its employees, officers, directors, and subcontractors

TERMS AND CONDITIONS (continued)

from and against all claims and actions, including attorney fees, arising out of or related to damages or injuries to persons or property related or connected to the acts of the Client or any of its agents, subcontractors and/or employees.

10. **SITE ACCESS AND SECURITY.** Client shall obtain authorization for entry and use of land as necessary for Williams & Works to perform its Services. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of Williams & Works' services, except for such damage as caused by the sole negligence of Williams & Works.
11. **UNDERGROUND STRUCTURES OR UTILITIES.** In the performance of its services, Williams & Works will take reasonable care and precautions to avoid damage to underground structures or utilities. Client agrees to indemnify, protect and hold harmless Williams & Works from and against all liability, claims, demands, losses, expenses and costs (including attorney's fees) for and damage to or consequential loss from damage to any underground structures or utilities which are not called to Williams & Works' attention or which are not currently shown on plans furnished to Williams & Works, except for such damage as caused by the sole negligence of Williams & Works.
12. **SITE CONDITIONS.** The Client recognizes that the presence of hazardous materials or pollution on or beneath the surface of a site may create risks and liabilities. Williams & Works has neither created nor contributed to this pollution. Consequently, the Client recognizes and hereby acknowledges that this Agreement accordingly limits Williams & Works' liability.
13. **WAIVER.** No waiver, discharge, or renunciation of any claim of right of Williams & Works arising out of breach of this Agreement by Client shall be effective unless in writing signed by Williams & Works and supported by separate consideration.
14. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Kent County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan, existing at the time of the making of this Agreement.
15. **SHOP DRAWINGS.** If shop drawing review is provided under this Agreement, Williams & Works will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the construction Contract Documents.
16. **DOCUMENTS.** All project documents, drawings, files, working papers or other materials, whether written or electronic, prepared, or furnished to the Client by Williams & Works under this Agreement are intended for the specific purposes of this Agreement only. Any reuse of said documents, drawings, files, working papers or other materials after they have left the custody of Williams & Works shall be at the user's sole risk without liability to, or cause of action against, Williams & Works.
17. **CONSTRUCTION PHASE SERVICES.** When authorized to provide construction observation or construction management services, Williams & Works' liability with regard to the compliance of construction to Construction Documents prepared by Williams & Works shall be only as expressly described in the Scope of Services.
18. **FEDERAL/LOCAL RIGHT TO KNOW COMPLIANCE.** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, the Client shall provide Williams & Works with a list of hazardous substances in the work place to which Williams & Works employees or subcontractors may be exposed in performance of the Services to be provided under this Agreement. The Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.
19. **THIRD PARTY RIGHTS.** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Client and Williams & Works.
20. **LIMITATION OF LIABILITY.** The Client agrees that the liability of Williams & Works under this Agreement for Client's damages is limited to the greater of One Hundred Thousand Dollars (\$100,000.00) or the amount of this Agreement.

MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: February 1, 2021

Subject: Wildlife Advisory Commission

A long-standing topic on the City Council's list is to resolve the deer population problem within the City limits. With the frequent complaints about the abundance of deer within the City and the level of community concern about best practices, the formation of a commission could yield a variety of options the City could implement in the next fiscal year budget.

As an example, the City of Southfield, Michigan recently established the Southfield Wildlife Advisory Commission as a way of investigating and coming up with solutions to frequent deer, coyotes, and skunk complaints within their City. The commission is tasked with coming up with wildlife management programs that they feel could be effective and will report their findings back to their City Council.

Structurally, the Southfield Wildlife Advisory Commission is a seven-member body who are residents (and council members) of the City of Southfield and shall were appointed by the City Council. The Commission will be responsible for developing and proposing to City Council:

- A wildlife program within the City to ensure the safety, health, and welfare of the residents and visitors to the City of Southfield and of the wild animals within the City of Southfield.
- And, at a minimum shall actively seek out and receive input from residents and others with concerns regarding wildlife in the City.
- Work collaboratively with individuals of all points of view regarding wildlife in the City.
- Work collaboratively with wildlife commissions or similar organizations in nearby communities regarding wildlife in or near the City.
- And work collaboratively with the Michigan Department of Natural Resources and other county, state and federal entities responsible for wildlife management regarding wildlife in or near the City of Southfield.

The purpose of this communication is to gauge if there is interest with the City Council to form a commission of similar structure to pick up on the research already completed by the City.

CITY OF THE VILLAGE OF DOUGLAS

Rules for Submitting Written Comments to a Board or Commission

To allow a more unified process for submittals of written comments to Boards and Commissions, the City of the Village of Douglas Council does hereby adopt the following rules:

1. The written request shall be sent in writing to the City Clerk's by email or regular mail.
2. The request will go to the City Manager for approval. No personal complaints regarding City Staff will be included on the agenda. Any complaints of this nature will go through the proper channel as stated in the personnel manual.
3. The City Clerk's office and/or the Mayor will insure placement in the agenda packet.
4. Written communication will not be addressed at a council meeting unless it is pulled by a council member for discussion.
5. All requests are to be received prior to the agenda being sent out. Please contact the City Clerk for deadlines.