



AGENDA
THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, April 19, 2021 – 7:00 P.M.

1. Call to Order – Mayor
2. Roll Call - City Clerk
3. Consent Calendar
 - A. Approval of the April 19, 2021 Agenda
 - B. Approval of the Council Minutes: April 5, 2021
 - C. Approval of the Council Special Meeting Minutes: April 2, 2021
 - C. Approval of Invoices in the amount of \$76,277.33
 - D. Appointments / Resignations / Proclamations
 - i. Appoint Tracey Shafroth to the Tri-Community Trail
 - ii. National Trail Day Proclamation

Motion to approve the Consent Calendar of April 19, 2021 – roll call vote
4. Public Communication
 - A. Verbal (Limit of 3 minutes)
 - B. Written Communications
 - i. EGLE: Notice of Authorization
 - ii. MI Sustainability Conference
 - iii. Cathy Brockington: League of Women Voters
 - iv. Saugatuck Township Fire Dept.: Stats
 - v. NTD Press Release
5. Unfinished Business
 - A. Draft Social District Management & Maintenance Plan – Informational Item Only
6. New Business
 - A. Special Event Application – Chamber Music Festival of Saugatuck

Motion to approve the Special Event Application from the Chamber Music Festival of Saugatuck organization following the guidance of the Michigan Department of Health and Human Services requirements for outdoor gatherings. – roll call vote
 - B. Ordinance 01-2021 Amending Zoning Ordinance of the City of the Village of Douglas
- 2nd Reading
Motion to approve Ordinance 01-2021 Amending the Zoning Ordinance of the City of the

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/87245634194>

Join by phone by dialing:
+1 (312) 626-6799
-or-
+1 (646) 518-9805
Then enter
“Meeting ID”:
87245634194

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.

Village of Douglas. – roll call vote

C. Resolution 19-2021 Admit Saugatuck Township to the Kalamazoo Lake Harbor Authority

Motion to approve Resolution 19-2021 to incorporate the amendments to the Act 7 Interlocal Cooperation Agreement creating the Kalamazoo Lake Harbor Authority, Inc., amend the bylaws, and amend rules of procedure, to admit Saugatuck Township to the Kalamazoo Lake Harbor Authority. – roll call vote

D. Blue Star Highway Safety Improvements

Motion to award the contract to make safety improvements and resurface the trail on Blue Star Highway to Al's Excavating of Hamilton, Michigan in the amount not to exceed \$74,000. – roll call vote

E. Tri-Community Trail Committee Agreements

i. Resolution 20-2021 - Interlocal Agreement to Retain Engineering Services

Motion to approve Resolution 20-2021 to enter into an Intergovernmental Agreement with Saugatuck and Saugatuck Township to retain the engineering services of C2AE of Grand Rapids and authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Douglas. – roll call vote

ii. C2AE Engineering Services Agreement – Blue Star Trail – North Section

Motion to approve the proposal for engineering services for the Blue Star Trail with C2AE of Grand Rapids, Michigan, and authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Douglas. – roll call vote

iii. Resolution 21-2021 Enter into Agreement with the Friends of the Blue Star Trail for Engineering Services.

Motion to approve Resolution 21-2021 to enter into agreement with Friends of the Blue Star Trail to pay for certain engineering services for the north section of the Blue Star Trail and authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Douglas. – roll call vote

F. Resolution 16-2021 Approving Lot Split – 91 S. Union Street (Molly Erlandson)

Motion to approve Resolution 16-2021, a resolution approving lot split and the complete land division application for the division of PPN: 03-59-150-045-00 located at 91 S. Union Street and creation of PPN: 03-59-150-045-20 to be located at 76 S. Spring Street in Douglas Michigan. – roll call vote

G. Resolution 17-2021 Approving Lot Consolidation – PPN: 03-59-016-113-00 and PPN: 03-59-016-108-11, 174 Riverview Dr. (E. Kent Ayers)

Motion to approve Resolution 17-2021, a resolution approving lot consolidation and the complete land division application and declaration of lot consolidation for the combination

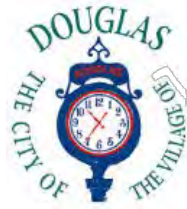
of PPN: 03-59-016-108-11 with PPN: 03-59-016-113-00, located at 174 Riverview Drive,
Douglas Michigan. – roll call vote

7. Reports
 - A. Commission/Committee/Boards
 1. Planning Commission
 2. Kalamazoo Lake Sewer Water
 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 Bike Trail Group
 - B. Staff Reports
 1. Police
 2. Dept. Public Works
 3. Treasurer
 4. Planning
 5. City Manager
8. Public Communications – Verbal (Limit of 3 minutes)
9. Council Comments
10. Mayor’s Report/Comments
(Open seats available for Planning Commission, Zoning Board of Appeals, and Downtown Authority)
(Local Emergency Declaration remains in effect as long as the Allegan County Covid numbers
continue to rise)
11. Adjournment – voice vote

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.

CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

Posted this 15th day of April 2021



MINUTES
THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
April 5, 2021 – 7:00 P.M.
Held by 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, VanLoon, Lion
Absent – None
Also, Present – City Manager LaBombard, City Planner Wikar, City Treasurer Smith,
City Clerk Aalderink
3. **Consent Calendar**
 - A. Approval of the April 5, 2021 Agenda
 - B. Approval of the City Council Minutes of March 15, 2021
 - C. Approval of Invoices in the amount of \$146,958.46
 - D. Appointments / Resignations / Proclamations
 - (i) Phone resignation by Jeff Greenwood

Agenda changes: Removed agenda item 6B Running Rivers Contract, addition of Larry Gammons communication regarding the Pride Garden. Correction in minutes, addition of “motion carried unanimously by roll call vote”.

*Motion by Seabert, with support from Mooradian, to approve the Consent Calendar as amended.
Motion carried by unanimous roll call vote.*

4. **Public Communication**
 - A. Verbal (Limit of 3 minutes)

Demetria, resident, applauded city council for their resolution declaring a local state of emergency. Believed a positivity rate of greater than 17% in the State of Michigan is serious.
Tracey Shafroth addressed the speeding along Water St., she was under the impression the limit was 15 mph.
Scott Habermehl addressed the Larry Gammons letter later in the meeting.

Mooradian pulled the Shafroth letter, and the Anderson let for discussion.
North pulled the Gammons letter for discussion
 - B. Written Communications
 - (i) Linda McIntyre – Downtown Douglas 2021
 - (ii) Seventh Day Adventist – Family Health and Education Resource ministry
 - (iii) Everyday People Café, Wild Dog Grille, Borrowed Times, Alley’s all-American Diner,

- The Cove – Social Districts.
- (iv) Jocelyn Benson – Certificate of Recognition
 - (v) Tracey Shafroth – Various Issues
LaBombard went over the speed limit study conducted by the Douglas Police. The 15-mph yellow sign is a precautionary sign, the speed limit on Water St. is 25 mph. Council questioned if the speed study was dependent on the time of year.
 - (vi) Anderson Zoning Letter
 - (vii) Larry Gammons – Pride Garden
North requested a meeting with Mr. Gammons be scheduled.

5. Unfinished Business

6. New Business

- A. Ordinance 01-2021 Amending the Zoning Ordinance of the City of the Village of Douglas – 1st Reading – Public Hearing

Wikar explained the proposed amendment to the City of the Village of Douglas Zoning Ordinance is being brought to City Council by the Planning and Zoning Administrator acting as the “Applicant”. The amendment is maintenance to the Zoning Code of Ordinance.

Motion by Seabert, with support from VanLoon, to open the public hearing. Motion carried by roll call vote.

Public Comments:

Trevor McCoy, 55 Ferry St., expressed his concern regarding 30 Hamilton St and the future of his home and neighboring homes. Requested the city keep the residents in mind when deciding what can be built on 30 Hamilton.

Wikar read the Anderson letter into the record.

Motion by Seabert, with support from North, to close the public hearing. Motion carried by unanimous roll call vote.

- B. Running River contract pulled from the agenda
- C. Resolution 04-2021 Public Works Mutual Aid and Assistance Agreement between the City of Douglas and City of Saugatuck.

City Manager LaBombard – Post COVID thinking regarding the possibility that all or even half of the Department of Public Works would be inflicted with the virus, this agreement would cover the continued delivery services of the DPW. Both cities would care for their own city first and then assist the other city.

Motion by North, with support from Van Loon, to approve Resolution 04-2021 authorizing the execution of a Public Works Mutual Aid and Assistance Agreement between the City of Douglas and the City of Saugatuck. Motion carried unanimously by roll call vote.

- D. Special Event Permit Application for Saugatuck Douglas Fennville Arts Initiative

Maryjo Lemanski will be bringing in Paul Amenta, a nationally known artist, on July 17th from 7-10 P.M.

Motion by Seabert, with support from North, to approve the Special Event Permit for the Saugatuck Douglas Fennville Arts Initiative following the guidance of the Michigan Department of Health and Human Services requirements for outdoor gathering. Motion carried by unanimous roll call vote.

E. Resolution 11-2021 Lot Line Adjustment Certification

Wikar – This is a resolution certifying an approved lot line adjustment (333 Blue Star Highway), (435 Blue Star Highway), applicant Ethan Del Stone (Koi Holdings, LLC)

Motion by Seabert, with support from Donovan, to approve Resolution 11-2021, a Resolution Certifying an Approved Lot Line Adjustment, and the approved Land Division Application for the exempt division of 333 Blue Star Highway, to permit deed of the lesser resulting part to 435 Blue Star Highway. Motion carried by unanimous roll call vote.

F. Resolution 12-2021 Wayfinding Process Outline, Williams & Works

Wikar – The wayfinding system will advance and achieve a number of goals of the Our Douglas Vision Master Plan and Downtown District Development Plan & Tax Increment Financing (TIF) Plan.

Motion by Mooradian, with support from North, to approve Resolution 12-2021 and Wayfinding Process Outline, with William & Works of Grand Rapids, Michigan for engaging in public participation and developing a Wayfinding Plan for bidding and construction. Motion carried 6-1 by roll call vote.

*Yes – Donovan, Mooradian, North, Seabert, Van Loon, Lion
No – Miller*

G. Resolution 14-2021 Allegan County Drain Commission Amity Drain Maintenance

The Allegan County Drain Commissioner has authority to expend \$5,000 per mile in any one year of maintenance of the drain. When estimated expenditures exceed \$5,000, the funds cannot be expended until approved by Resolution of the local governing body. The anticipated cost for the maintenance will be approximately \$6,900 with the amount above \$5,000 authorized by the County Commissioner levied as a special assessment, as allowed by law.

Motion to approve Resolution 14-2021 authorizing the Allegan County Drain Commissioner to expand money for maintenance and repair for Amity Lane Drain in excess of \$5,000 per mile. Motion carried by unanimous roll call vote.

H. Resolution 15-2021 Social Districts

The Downtown Development Authority has made a recommendation in support of a social district concept with the current boundaries of the DDA. Registered businesses would be allowed to sell drinks in marked cups and customers would have the ability to walk the social district with that drink. The city would have the means to revoke and agreement that was not upheld. A permit of approval would be certified by the Clerk.

Motion to approve Resolution 15-2021 resolution to consider the designation of a social district per Public Act 124 of 2020, and direct City Administration to work with the Downtown Development Authority and Convention and Visitors Bureau to develop the requirements of the social district. Motion carried by unanimous roll call vote.

7. Reports

A. Commission / Committee / Board Reports

1. Planning Commission – Will meet on the 14th of April
2. Kalamazoo Lake Sewer and Water – Conducted election of officers, performance review for the supervisor, and jobs will be posted.
3. Kalamazoo Lake Harbor Authority – Housekeeping, election of officers and getting caught up from the last meeting in October.
4. Downtown Development Authority – Addressed the budget and reviewed the next five (5) years to make a decision on how best to spend the TIF money. Approval was obtained to do a mural on the side of the grocery store building. Heather Reyes has resigned as a member of the DDA.
5. Douglas Harbor Authority – No report
6. Douglas Brownfield Authority – No report
7. Fire Board – No report
8. Community Recreation – Talked to Community Rec. Director regarding a Kickball League.
9. Recycle Committee- Discussed hazardous waste day, only allowing 20 cars every 15 minutes and will be held at the Saugatuck Dept. Public Works.
10. Tri Community Bike Trial Committee- No report

B. Staff Reports

1. Manager – There is an uptake in COVID cases within the County so City Hall will remain closed, if anyone needs assistance knock on the door and someone will open it to help. Concrete has been poured at the boat launch sites. I 196 construction has started, traffic will be diverted through Blue Star Highway. The Douglas Beach stairs should be completed by Memorial Day.

8. Public Communications – Verbal (Limit of three (3) minutes on general business of the City)

1. Tracey Shafroth – encouraged council to continue working on the Tree Ordinance. Requested a joint meeting for 200 Blue Star Highway.
2. Scott Habermehl - Has been a facilitator for many years and has concerns that things are being done behind closed doors. Playground at Beery Field is unsafe, all signage says “no”. He had seen only three (3) positive thoughts throughout this meeting. Request council walk around and talk to people.

9. Council Comments

Donovan spoke regarding Habermehl’s comments.
Miller believed this was a productive year. Annoyed when people think nothing is going well.
Mooradian felt the same, commenting the council works with the citizens.
Seabert is on the DDA and Planning and views a lot of positive projects. He does walk and talk to those in the downtown area. Regarding the Pride Garden, he stated protocol must be followed. Does not appreciate people saying council is not doing anything.

10. Mayor’s Report / Comments

Lion addressed Tracy Shafroth stating, the City Manager continues to monitor the Lakeshore

regularly. Thank Mr. Habermehl for his comments. Reminded everyone that the Local State of Emergency will end when the line flattens in the county.

11. Adjournment

Motion by Donovan, with support from Van Loon, to adjourn the meeting. Meeting adjourned by voice vote.

Approved on this ____ day of _____ 2021

Signed: _____ Date: _____
Patricia Lion, Mayor

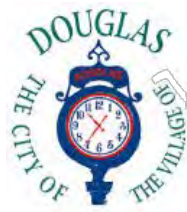
Signed: _____ Date: _____
Pamela Aalderink, City Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a regular meeting of the City Council of the City of the Village of Douglas held on_____. I further certify that the meeting was duly called and that a quorum was present.

Pamela Aalderink, City Clerk

Date



MINUTES
THE CITY OF THE VILLAGE OF DOUGLAS
SPECIAL MEETING OF THE CITY COUNCIL
April 2, 2021 – 4:00 P.M.

1. Call to Order: Mayor Lion called the meeting to order at 4:00 p.m.
2. Roll Call: Present: Donovan, North, Seabert, Van Loon, Lion
Absent: Miller, Mooradian
3. Public Communication:
 - A. Verbal - None
 - B. Written-
 - i. Letter of opposition received from Douglas resident Frank Christopher.
City Clerk read Mr. Christopher’s letter into the record.
4. Resolution 13-2021 – Resolution Declaring a Local Emergency

Mayor Lion read the Declaration of State of Local Emergency into the record.
This declaration allows the council to continue to attend meeting via zoom, it only applies to city meetings, and the intention of city council is to resume regular meetings as soon as possible.

Motion by North, with support from Van Loon, to adopt Resolution 13-2021 Declaring a Local Emergency. Motion carried by unanimous roll call vote.

5. Adjourn

Motion by Van Loon, with support from Seabert, to adjourn the meeting. Motion carried by unanimous vote of those present.

Approved: _____ Date: _____
Patricia Lion, Mayor

Approved: _____ Date: _____
Pamela Aalderink, Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a regular meeting of the City Council of the City of the Village of Douglas held on the 2nd of April 2021. I further certify that the meeting was duly called and that a quorum was present.

Pamela Aalderink, City Clerk

Date

04/14/2021

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS
 EXP CHECK RUN DATES 07/01/2020 - 04/19/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt

3913235				
40918	ACTION INDUSTRIAL SUPPLY CO CODY PPE 101-463.000-740.000 SUPPLIES	04/01/2021	04/19/2021	35.27 35.27

4-14-21				
40919	ALLEGAN CO HEALTH DEPT SOIL EROISON PERMIT-WILEY RD NON MOTOROIZED TRAIL 202-463.000-979.000 CAPITAL OUTLAY	04/14/2021	04/14/2021	350.00 350.00

FEB-2021				
40849	ALLEGAN COUNTY SHERIFF'S DEPT. FEB 2021 DEBT CREW WORK 101-463.000-802.000 CONTRACTUAL	02/28/2021	04/19/2021	232.00 232.00

JAN-2021				
40850	ALLEGAN COUNTY SHERIFF'S DEPT. JANUARY 2021 DEBT CREW 101-463.000-802.000 CONTRACTUAL	01/31/2021	04/19/2021	266.00 266.00

4317				
40868	BURNETT & KASTRAN PROFESSIONAL SERVICES POLICE 101-301.000-801.003 CONTRACTUAL ATTORNEY PROSECUTE	03/11/2021	04/19/2021	504.00 504.00

477817				
40876	CARLETON EQUIPMENT EQUIPMENT RENTAL 101-265.000-802.000 CONTRACTUAL	03/16/2021	04/19/2021	3,050.00 3,050.00

3264				
40854	COMMERCIAL RECORD GASS/WEED ORDINANCE PUBLICATION 101-401.000-900.000 PRINTING & PUBLISHING	03/25/2021	04/19/2021	178.50 178.50

206879822387				
40881	CONSUMERS ENERGY TRAFFIC LIGHTS 101-463.000-925.000 STREET LIGHTS	03/31/2021	04/19/2021	9.65 9.65

205456319618				
40882	CONSUMERS ENERGY 10 MIXER ST 101-265.000-922.000 UTILITIES	03/31/2021	04/19/2021	107.54 107.54

207146221344				
40883	CONSUMERS ENERGY 49406 LED LIGHT RD 101-463.000-925.000 STREET LIGHTS	03/31/2021	04/19/2021	238.61 238.61

206879822394				

40884	CONSUMERS ENERGY STREET LIGHTS	03/31/2021	04/19/2021	1,939.09
	101-463.000-925.000	STREET LIGHTS		1,939.09

206968760616				
40900	CONSUMERS ENERGY 11 BLUE STAR HWY	04/07/2021	04/19/2021	30.84
	101-463.000-922.000	UTILITIES		30.84

206968760612				
40901	CONSUMERS ENERGY 25 MAIN ST	04/07/2021	04/19/2021	32.13
	101-751.000-922.000	UTILITIES		32.13

206968760611				
40902	CONSUMERS ENERGY 37 WASHINGTON	04/07/2021	04/19/2021	53.88
	101-751.000-922.000	UTILITIES		53.88

206968760618				
40903	CONSUMERS ENERGY 50 LAKESHORE DR	04/07/2021	04/19/2021	46.29
	101-751.000-922.000	UTILITIES		46.29

206968760614				
40904	CONSUMERS ENERGY 86 CENTER ST	04/07/2021	04/19/2021	358.57
	101-265.000-922.000	UTILITIES		358.57

206968760615				
40905	CONSUMERS ENERGY 198 WASHINGTON	04/07/2021	04/19/2021	123.24
	101-463.000-922.000	UTILITIES		123.24

206968760617				
40906	CONSUMERS ENERGY 250 WILEY	04/07/2021	04/19/2021	38.86
	509-750.000-922.000	UTILITIES		38.86

206968760613				
40907	CONSUMERS ENERGY 251 CENTER ST SIGN	04/07/2021	04/19/2021	33.42
	101-463.000-922.000	UTILITIES		33.42

206968760610				
40908	CONSUMERS ENERGY 486 WATER ST	04/07/2021	04/19/2021	280.63
	101-265.000-922.000	UTILITIES		280.63

INV54493				
40877	DORNBOS SIGN & SAFETY, INC. FLEXSTAKE AIRPORT MARKERS(BST SAFETY), ANGLE PARKING, RESERVED PARKING SIGNS	04/05/2021	04/19/2021	405.87
	101-751.000-929.000	UNION REPAIRS & MAINTENANCE		46.60
	594-598.000-930.000	REPAIRS & MAINTENANCE: GENERAL		69.90
	202-463.000-979.000	CAPITAL OUTLAY		289.37

MIHOL419950				
40887	FASTENAL COMPANY RETURN	01/29/2021	04/19/2021	(61.93)
	101-265.000-740.000	SUPPLIES		(61.93)

MIHOL420002				
40888	FASTENAL COMPANY	02/01/2021	04/19/2021	(32.50)
	RETURN			
	101-265.000-740.000	SUPPLIES		(32.50)

58467				
40912	FLEIS & VANDENBRINK ENG., INC	04/06/2021	04/19/2021	2,460.00
	CAMPBELL RD IMPROVEMENTS 2020			
	203-463.000-806.000	CONTRACTUAL ENGINEERING		2,460.00

W-014529				
40909	GREAT NORTHERN DOCKS	04/09/2021	04/13/2021	9,580.50
	STEPS FOR BEACH			
	101-751.000-979.000	CAPITAL OUTLAY		9,580.50

20167973				
40894	I.T. RIGHT	04/01/2021	04/19/2021	384.00
	PD OFFICE 365 EXCHANGE ONLINE			
	101-301.000-802.000	CONTRACTUAL		384.00

253564				
40858	IHLE AUTO PARTS	03/16/2021	04/19/2021	126.72
	JACK STANDS, BLUE DEF			
	101-265.000-740.000	SUPPLIES		99.98
	202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL		13.37
	203-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL		13.37

253957				
40859	IHLE AUTO PARTS	03/29/2021	04/19/2021	45.98
	SHOP BITS			
	101-265.000-740.000	SUPPLIES		45.98

254221				
40866	IHLE AUTO PARTS	04/05/2021	04/19/2021	25.62
	GLOVES			
	101-463.000-740.000	SUPPLIES		25.62

174496				
40893	KERKSTRA RESTROOM SERVICE	04/05/2021	04/19/2021	600.00
	6 HANDWASHING STATIONS			
	101-880.000-960.000	MISCELLANEOUS		600.00

4151				
40852	LATITUDE ENGINEERING & SURVEYING	04/01/2021	04/19/2021	150.00
	WATER SEWER CONNECTIONS 481 SUMMER GROVE			
	101-401.000-806.000	CONTRACTUAL ENGINEERING		150.00

4150				
40853	LATITUDE ENGINEERING & SURVEYING	04/01/2021	04/19/2021	150.00
	WATER SEWER CONNECTIONS 557 ARTISAN ROW			
	101-401.000-806.000	CONTRACTUAL ENGINEERING		150.00

56951				
40867	MCNALLY ELEVATOR COMPANY, INC.	04/05/2021	04/19/2021	221.27
	REGULAR MAINTENANCE 4/1/21-3/31/22			
	101-265.000-802.000	CONTRACTUAL		221.27

23100				
40869	MENARDS - SOUTH HAVEN	04/05/2021	04/19/2021	591.43
	BEERY BATHROOMS			

660-902.000-979.000	CAPITAL OUTLAY			591.43

23138				
40870	MENARDS - SOUTH HAVEN SHOP SUPPLIES	04/06/2021	04/19/2021	319.87
660-902.000-979.000	CAPITAL OUTLAY			159.99
101-265.000-740.000	SUPPLIES			19.96
101-463.000-740.000	SUPPLIES			67.94
594-598.000-974.000	CONSTRUCTION			71.98

23197				
40871	MENARDS - SOUTH HAVEN DOCKS	04/07/2021	04/19/2021	312.05
101-265.000-740.000	SUPPLIES			5.12
660-902.000-979.000	CAPITAL OUTLAY			159.99
594-598.000-974.000	CONSTRUCTION			146.94

54905				
40862	MENARDS-HOLLAND BUNGEEES	04/02/2021	04/19/2021	26.70
101-463.000-740.002	EXTERIOR SUPPLIES			13.35
101-751.000-740.000	SUPPLIES			13.35

021 MEMBERSHIP				
40851	MICHIGAN ASSOCIATION OF MAYORS 2021 MEMBERSHIP - MAYOR LION	03/24/2021	04/19/2021	85.00
101-101.000-908.000	DUES/FEES/PUBLICATIONS			85.00

3649				
40860	MICHIGAN TWP. SERVICES ALLEGAN PERMIT FEES MARCH	04/02/2021	04/19/2021	8,459.10
101-401.000-804.000	CONTRACTUAL BUILDING INSPECTIO			8,459.10

163765956001				
40864	OFFICE DEPOT CITY HALL OFFICE SUPPLIES	03/29/2021	04/19/2021	84.89
101-265.000-740.000	SUPPLIES			84.89

163769556001				
40865	OFFICE DEPOT CITY HALL OFFICE SUPPLIES	03/27/2021	04/19/2021	24.18
101-265.000-740.000	SUPPLIES			24.18

D578164				
40855	OVERISEL LUMBER CO. POINT PLEASANT	04/02/2021	04/19/2021	53.94
594-597.000-922.000	UTILITIES			53.94

D579082				
40878	OVERISEL LUMBER CO. ROWING DOCK	04/07/2021	04/19/2021	19.85
594-598.000-974.000	CONSTRUCTION			19.85

D577298				
40879	OVERISEL LUMBER CO. BEERY BATHROOMS	03/30/2021	04/19/2021	115.00
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			115.00

D578811				
40880	OVERISEL LUMBER CO.	04/06/2021	04/19/2021	169.96

	ROWING DOCK				
	594-598.000-974.000	CONSTRUCTION			169.96
96866					
40863	PM ENVIRONMENTAL, INC		04/02/2021	04/19/2021	317.50
	ECONOMIC INCENTIVE CONSULTING 200 BLUE STAR				
	243-000.000-806.000	CONTRACTUAL ENGINEERING			317.50
60311					
40913	PREIN & NEWHOF		04/05/2021	04/19/2021	4,056.20
	UNION ST NON MOTORIZED TRAIL				
	203-463.000-806.000	CONTRACTUAL ENGINEERING			4,056.20
60310					
40914	PREIN & NEWHOF		04/05/2021	04/19/2021	4,163.00
	ST PETERS WATER MAIN REPLACEMENT				
	650-000.000-806.000	CONTRACTUAL ENGINEERING			4,163.00
60305					
40915	PREIN & NEWHOF		04/05/2021	04/19/2021	737.00
	2017 WATERMAINS				
	650-000.000-806.000	CONTRACTUAL ENGINEERING			737.00
60309					
40916	PREIN & NEWHOF		04/05/2021	04/19/2021	15,767.70
	WILEY RD CMAQ NON MOTORIZED PATHWAY				
	202-463.000-806.000	CONTRACTUAL ENGINEERING			15,767.70
60312					
40917	PREIN & NEWHOF		04/05/2021	04/19/2021	3,858.20
	GENERAL CONSULTING				
	101-401.000-806.000	UTILITY REVIEWS			348.00
	202-463.000-806.000	BLUE STAR TRAIL			1,572.00
	101-463.000-806.000	HARBOR LAKE DRIVE SANITARY SWERE REVIEW			474.20
	101-463.000-806.000	CAPITAL IMPROVEMENT PLANNING			710.00
	101-463.000-806.000	TRANSPORTATION MISC			406.00
	650-000.000-806.000	WATER/SEWER MISC			348.00
0240-008320887					
40861	REPUBLIC SERVICES #240		03/31/2021	04/19/2021	398.05
	486 WATER ST				
	101-463.000-802.003	CONTRACTUAL- REFUSE			398.05
5061718587					
40897	RICOH USA, INC		04/01/2021	04/19/2021	57.20
	POLICE COPIES				
	101-301.000-802.000	CONTRACTUAL			57.20
71108141					
40885	SHELL FLEET PLUS		03/31/2021	04/19/2021	787.02
	DPW GAS				
	660-903.000-860.000	GAS & OIL			787.02
71109696					
40886	SHELL FLEET PLUS		03/31/2021	04/19/2021	946.01
	POLICE GAS				
	101-301.000-860.000	GAS & OIL			946.01
9126-7					
40872	SHERWIN WILLIAMS		04/06/2021	04/19/2021	207.55

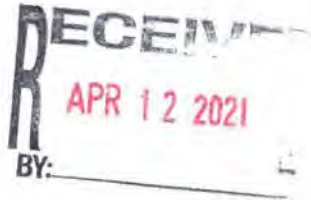
	BEERY FIELD				
	101-751.000-740.000	SUPPLIES			207.55
2884-9					
40873	SHERWIN WILLIAMS		03/22/2021	04/19/2021	269.89
	BEERY FIELD				
	101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			269.89
18246					
40910	TPC TECHNOLOGIES INC		04/09/2021	04/19/2021	9,962.39
	ENHANCED STREAMING SYSTEM				
	101-265.000-979.000	CAPITAL OUTLAY			9,962.39
18247					
40911	TPC TECHNOLOGIES INC		04/07/2021	04/19/2021	1,704.18
	ADDITIONAL UPGRADES TO STREAMING HARDWARE				
	101-265.000-979.000	CAPITAL OUTLAY			1,704.18
100583573					
40874	TRACTOR SUPPLY COMPANY		03/23/2021	04/19/2021	239.98
	GATE WHEEL/ GATE TUBE				
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			239.98
200834389					
40875	TRACTOR SUPPLY COMPANY		03/15/2021	04/19/2021	7.99
	PPE				
	101-463.000-740.000	SUPPLIES			7.99
9876267225					
40856	VERIZON WIRELESS		03/24/2021	04/19/2021	144.82
	DPW IPADS				
	101-463.000-851.000	TELEPHONE			144.82
9875426515					
40857	VERIZON WIRELESS		03/12/2021	04/19/2021	426.63
	FEB 13- MAR 12				
	101-260.000-851.000	TELEPHONE			38.45
	101-301.000-851.000	TELEPHONE			51.88
	101-463.000-851.000	TELEPHONE			284.42
	101-401.000-851.000	TELEPHONE			51.88
# of Invoices:	61	# Due: 59	Totals:		76,371.76
# of Credit Memos:	2	# Due: 2	Totals:		(94.43)
Net of Invoices and Credit Memos:					76,277.33

--- TOTALS BY FUND ---

101 - GENERAL FUND	43,919.96
202 - MAJOR STREET FUND	17,992.44
203 - LOCAL STREETS FUND	6,529.57
243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND	317.50
509 - SCHULTZ PARK LAUNCH RAMP	38.86
594 - DOUGLAS MARINA	532.57
650 - WATER & SEWER FUND	5,248.00
660 - EQUIPMENT RENTAL FUND	1,698.43

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	5,565.50
101.000 - LEGISLATIVE	85.00
260.000 - CLERK/TREASURER	38.45
265.000 - BUILDING & GROUNDS	16,110.24
301.000 - POLICE	1,943.09
401.000 - PLANNING & ZONING	9,337.48
463.000 - GENERAL STREETS & ROW	29,962.52
597.000 - POINT PLEASANT	53.94
598.000 - WADES BAYOU	478.63
750.000 - LAUNCH RAMPS	38.86
751.000 - PARKS & RECREATION	10,365.19
880.000 - COMMUNITY PROMOTIONS	600.00
902.000 - DPW EQUIPMENT PURCHASES	911.41
903.000 - EQUIP. REPAIRS & MAINTENANCE	787.02



City of the Village of Douglas
86 W. Center St.
PO Box 757
Douglas, MI 49406
PH: 269-857-1438 / FX: 269-857-4751

BOARD and COMMISSION APPLICATION

Name: Tracey Shafroth Date Submitted: 12 -April-2021

Address: 271 Water ST.

City / Zip: Douglas

Phone: [REDACTED] E-Mail: [REDACTED]

- On which board or commission would you like to serve? Tri Community Recycling
- Are you a registered voter in Douglas: YES NO
- Have you been a resident of the City of Douglas for at least one year? YES NO
- Occupation: Philanthropy Advisor
- Please indicate any relevant information which you think should be considered for your appointment to a board or commission: For the last 7 years I have professionally worked in the areas of food Waste, food rescue and recycling, COLLABORATING WITH MUNICIPALITIES, NON-PROFITS, FARMERS, RESTAURANTS + REFUSE COMPANIES.
- Do you or an immediate family member have any professional or financial relationship that may present a potential conflict of interest for this board or commission? YES NO
If yes, please explain: _____
- Are you related to anyone who is currently on any board or commission? YES NO
If yes, to whom are you related? _____
- Are you presently indebted to the City of the Village of Douglas for overdue or personal property tax, special assessment, license fee or property lien? YES NO
If yes, please explain: _____
- Are you currently serving as an appointee to any other City of Douglas board or commission? YES NO
If yes, which board or commission? _____

City of the Village of Douglas
18 W. Center St.
PO Box 124
Douglas, MI 49405
PH: 517-857-1224 FAX: 517-857-1711



Date printed: 12 April 2021

Name: [Redacted]

Address: [Redacted]

City: Douglas

Phone: [Redacted]

On which board or committee would you like to serve? In Community Planning

Are you a registered voter in Douglas? YES NO

Have you ever been a resident of the City of Douglas? Before this year? YES NO

Occupation: [Redacted]

Please indicate any relevant statements which you think should be considered in your nomination or board or committee. For the City of Douglas, Michigan, 1800 West...

Do you or your immediate family member have any professional or financial relationship that may be seen as a conflict of interest in the proposed position? YES NO

Are you related to anyone who is or will be on any board or commission? YES NO

Are you presently indebted to the City of the Village of Douglas for overdue or past due property tax or other assessment levied on property? YES NO

Are you currently serving on any board or commission for the City of Douglas? YES NO

- Have you been convicted of a misdemeanor within the past five years or a felony within the past ten years? YES ~~X~~ NO X

If yes, explain the circumstances on a separate sheet of paper and attach it to this application. A conviction is not necessarily grounds for disqualification.

- What kind of experience, education, community activities, organizations have you belonged to and how do you think your involvement would benefit the community? (Attach additional page if needed)

I HAVE BEEN A LONG TIME ENVIRONMENTALIST IN THE TRI-COMMUNITIES AND HAVE WORKED IN NASHVILLE AND BOSTON DEVELOPING PROGRAMS TO REDUCE SOLID + FOOD WASTE. I SERVE ON THE ENVIRONMENTAL LAW + POLICY (MI STRATEGIC ADVISOR), AS A FELLOW @ THE FIELD MUSEUM AND VOLUNTEER FOR FRESH WATER

- Describe your understanding of the board or commission you are applying for: THIS COMMITTEE IS WORKING TO PROMOTE THE REDUCTION OF WASTE THROUGH PREVENTION, RECYCLING, & REUSE. I AM EXCITED AT THE COMMITTEE'S COMMITMENT TO CITIZEN ENGAGEMENT + EDUCATION.

- Why do you want to be appointed to this board or commission? I BELIEVE I CAN ADD VALUE.

- Have you attended any meetings of the board or commission you are applying to? YES ___ NO X

- Have you reviewed the current meeting schedule of the indicated board(s) or commission(s) and determined that you can commit to regular meeting attendance and participation? YES X NO ___

I understand this appointment will require substantial effort on my part and I am willing to devote the necessary time to carry out the responsibilities and requirements of the position.

Karen Sheehan
Signature of the applicant

12 APRIL 2021
Date

Return Application to:
City of Douglas
86 W. Center St.
PO Box 757
Douglas, MI 49406-0757
Email: clerk@ci.douglas.mi.us
Fax: 269-857-4751

For further information, please call the City Clerk's Office at 269-857-1438.

Thank you for your interest in serving the City of the Village of Douglas.

National Trails Day Proclamation

Whereas, local residents and visitors to the City of the Village of Douglas, Michigan show increased interest in outdoor recreation, such as walking, bicycling, hiking, and kayaking; and

Whereas, trails that increase tourist activity are an economic resource for our community; and

Whereas, trails provide safe alternative transportation routes for non-motorized vehicles and pedestrians in the City of the Village of Douglas; and

Whereas, trails enhance the quality of life of people of all ages and abilities in our community; and

Whereas, the City of the Village of Douglas wishes to increase public awareness of the growing network of trails and greenways; and

Whereas, the City of the Village of Douglas is committed to preserving the natural, scenic, and recreational qualities of our trails;

Therefore, be it resolved that June 5, 2021, is proclaimed National Trails Day in the City of the Village of Douglas, Michigan.

I urge all citizens and visitors to discover the trails in our community and participate in a National Trails Day activity.

In witness whereof, I hereunto set my hand and cause the seal of the City of the Village of Douglas to be herein affixed.

Patricia Lion
Mayor of the City of the Village of Douglas



NOTICE OF AUTHORIZATION

Permit Number: WRP028347 v. 1

Date Issued: April 12, 2021

Site Name: 03 - Wiley Road Pathway, Amity Lane Drain, wetlands

Expiration Date: April 12, 2026

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, specifically:

- Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.
- Part 303, Wetlands Protection.
- Part 315, Dam Safety.
- Part 323, Shorelands Protection and Management.
- Part 325, Great Lakes Submerged Lands.
- Part 353, Sand Dunes Protection and Management.

Authorized activity:

Construct 2,300 feet of 10-foot-wide non-motorized pedestrian pathway on the north side of Wiley Road from Blue Star Highway to Wiley Court. Project includes relocation of 40 feet of Amity Lane Drain to the north, separating it from the 220 feet of ditch line to be enclosed within an 18-inch Class-A storm sewer. Wetland impacts have been reduced to 0. No mitigation is required

To be conducted at property located in: Allegan County, Waterbody: Amity Lane Drain, wetlands Section 16, Town 03N, Range 16W, Village of Douglas

Permittee:

Mr. Rich LaBombard
Village of Douglas
86 W. Center Street
Douglas, Michigan 49406

Issued By:


Holly Vickers
Transportation Review Unit
Water Resources Division
616-295-2787

*This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.*
Please refer to the above permit number with any questions or concerns.

EGLE-WRD
WRP028347 v1.0
Approved
Issued On:04/12/2021
Expires On:04/12/2026



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION PERMIT**

Issued To:

**Mr. Rich LaBombard
Village of Douglas
86 W. Center Street
Douglas, Michigan 49406**

Permit No: WRP028347 v.1
Submission No.: HP5-3DR7-AD7EB
Site Name: 03 - Wiley Road Pathway, Amity Lane Drain, wetlands
Issued: April 12, 2021
Revised:
Expires: April 12, 2026

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD), under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Part 301, Inland Lakes and Streams | <input type="checkbox"/> Part 323, Shorelands Protection and Management |
| <input type="checkbox"/> Part 303, Wetlands Protection | <input type="checkbox"/> Part 325, Great Lakes Submerged Lands |
| <input type="checkbox"/> Part 315, Dam Safety | <input type="checkbox"/> Part 353, Sand Dunes Protection and Management |
| <input type="checkbox"/> Part 31, Water Resources Protection (Floodplain Regulatory Authority) | |

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Construct 2,300 feet of 10-foot-wide non-motorized pedestrian pathway on the north side of Wiley Road from Blue Star Highway to Wiley Court. Project includes relocation of 40 feet of Amity Lane Drain to the north, separating it from the 220 feet of ditch line to be enclosed within an 18-inch Class-A storm sewer. Wetland impacts have been reduced to 0. No mitigation is required.

Waterbody Affected: Amity Lane Drain, wetlands
Property Location: Allegan County, Village of Douglas, Town/Range/Section 03N16W16

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.

**EGLE-WRD
WRP028347 v1.0
Approved
Issued On:04/12/2021
Expires On:04/12/2026**

- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary, to protect his rights.
- I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.

- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources (MDNR), Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
1. All work shall be completed in accordance with plans attached and kept on file with EGLE', WRD, Transportation Review Unit.
 2. Authority granted by this permit does not waive compliance requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA. Any discharge of sediment into waters of the state and/or off the road right-of-way is a violation of this permit, Part 91, and Part 31, Water Resources Protection, of the NREPA. A violation of these parts subjects the permittee to potential fines and penalties.
 3. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
 4. The permittee is responsible for acquiring all necessary easements or rights-of-way before commencing any work authorized by this permit. All construction operations relating to or part of this project shall be confined to the existing right-of-way limits or other acquired easements.
 5. Temporary soil erosion and sedimentation control measures shall be installed before or upon commencement of the earth change and shall be maintained daily. Temporary soil erosion and sedimentation control measures shall be maintained until permanent soil erosion and sedimentation control measures are in place and the area is stabilized. Permanent soil erosion and sedimentation control measures for all slopes, channels, ditches, or any disturbed area shall be installed within five (5) calendar days after final grading, or the final earth change has been completed.
 6. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.
 7. All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets in accordance with the following dates: September 20th for the Upper Peninsula, October 1st for the Lower Peninsula north of US-10, and October 10th for the Lower Peninsula south of US-10.

8. This permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.
9. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning at the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.
10. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, revegetated and reseeded with native Michigan species appropriate to the site, and mulched in such a manner so as to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.
11. All ripraps shall be properly sized and graded based on wave action and velocity and shall consist of clean natural field stone or rock (free of paint, soil or other fines, asphalt, soluble chemicals, or organic material).
12. During removal or repair of the existing structure, every precaution shall be taken to prevent debris from entering any watercourse. Any debris reaching the watercourse during the removal and/or reconstruction of the structure shall be immediately retrieved from the water. All material shall be disposed of in an acceptable manner consistent with local, state, and federal regulations.
13. Prior to the removal of the existing structures, cofferdams of steel sheet piling, gravel bags, clean stone, coarse aggregate, concrete, or other acceptable barriers shall be installed to isolate all construction activity from the water. The barriers shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site.
14. All cofferdam and temporary steel sheet pile shall then be removed in its entirety, unless specifically shown to be left in place on the accepted plans. Cofferdam and sheet pile that is left in place shall be cut off at the elevation shown on the plans and shall be a minimum of one foot below the stream bottom.
15. The existing structure shall be kept open to pass the stream flow during removal of the existing road fill.
16. The placement of the new culvert and the initial placement of fill in the stream shall be done immediately after removal of the existing culvert. The placement shall be conducted in such a manner that all flow is immediately passed through the new culverts, allowing the major placement of fill to be done in the dry or in still water where erosion and sedimentation will be minimized. The fill material used in this initial placement shall be washed gravel, coarse aggregate, or rock and shall be placed at both ends of the culvert to a level above normal water level before backfill material is placed.
17. The culvert shall be installed to align with the center line of the existing stream at both the inlet and outlet ends and must be recessed into the stream bed to provide a natural channel substrate throughout the structure, as shown on the approved plans.
18. Road fill side slopes shall not be steeper than 1-on-2 (1 vertical to 2 horizontal) except where headwalls of reinforced concrete, mortar masonry, dry masonry, or other acceptable methods are used.

19. Road fill side slopes terminating in the stream and any raw streambanks resulting from the construction shall be stabilized with temporary measures in accordance with appropriate Best Management Practices based on site conditions, and if necessary, may be riprapped extending above the ordinary high-water mark, before or upon commencement of the permitted activity. Temporary stabilization measures shall be maintained until permanent measures are in place.
20. All other road fill slopes, ditches, and other raw areas draining directly to the stream may be protected with riprap, sod and/or seed and mulch as may be necessary to provide effective erosion protection. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure.
21. If the project, or any portion of the project, is stopped and lies incomplete for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seed and mulch, or other acceptable temporary protection.
22. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.
23. To avoid disturbance of Northern long-eared bat, which is federally listed as a threatened species, or Indiana bat, which is federally listed as an endangered species, any tree larger than three inches in diameter shall not be cut between April 1 and September 30 of any year.
24. This project occurs within an area that is considered to be occupied by the federally threatened eastern massasauga rattlesnake (EMR). The following BMPs are necessary to avoid potential take of EMR:
 - Use wildlife-safe materials for erosion control and site restoration. Eliminate the use of erosion control products containing plastic mesh netting or other similar materials that could entangle EMR.
 - To increase human safety and awareness of EMR, those implementing the project should first watch MDNR's "60-Second Snakes: The Eastern Massasauga Rattlesnake" video (available at https://youtu.be/~PFnXe_e02w), or review the EMR factsheet (available at <https://www.fws.gov/midwest/endangered/reptiles/eama/pdf/EMRfactsheetSep2016.pdf>), or call (517) 351-2555.
 - During project implementation, require reporting of any federally listed species, including EMR, to the Service within 24 hours.
 - Exclusionary fencing should be used as a barrier around the project site that occurs within or adjacent to EMR habitat. Once the fence is installed the construction area should be cleared by qualified individual who has demonstrated experience in identification of EMR or otherwise approved by the Service. The exclusionary fencing should be walked weekly to ensure the integrity of the barrier. Once construction activities are complete, the exclusionary fence should be removed from the site.
 - The project site should be revegetated with appropriate native or natural wetland plants to maintain the quality of the existing wetland and prevent the establishment of invasive species.

- 25. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Orange construction fencing shall be installed as needed to prohibit construction personnel and equipment from entering or performing work in these areas. Fence shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site, the sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.
- 26. Stormwater shall not directly outlet to the stream.
- 27. No work is authorized off the site or in any regulated wetland.



Issued By:

Holly Vickers
Transportation Review Unit
Water Resources Division
616-295-2787

- cc: Village of Douglas Clerk
- Allegan County Drain Commissioner
- Allegan CEA
- Mr. Jason Combs, EGLE
- Ms. Janelle Hohm, EGLE
- Mr. Nate Williams, Prein & Newhof
- Mr. Brian Gunderman, MDNR, Fisheries



January 9, 2021

Wetlands

- | | | |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland |  Lake |
|  Estuarine and Marine Wetland |  Freshwater Forested/Shrub Wetland |  Other |
| |  Freshwater Pond |  Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

EGLE-WRD
 WRP028347 v1.0
 Approved
 National Wetlands Inventory (NWI)
 This page was produced by the NWI Mapper
 Expires On: 04/12/2026



J:\GIS_Client\Align-GDI\Douglas\2200522_Riley Road NMP\2200522_Amity Lane Drain.mxd - PNEJD - 2/25/2021 7:58:15 AM



SCALE: 1" = 200'

LEGEND

- — — Amity Lane Drain
- Exist. Pipe
- Catch Basin
- Open Drain

CITY OF THE VILLAGE OF DOUGLAS

ALLEGAN COUNTY, MICHIGAN

AMITY LANE DRAIN

2200522
Prein & Newhof approved
 EGLE-WRD
 WRP028347 v1.0
 Issued On: 04/12/2021
 Expires On: 04/12/2026

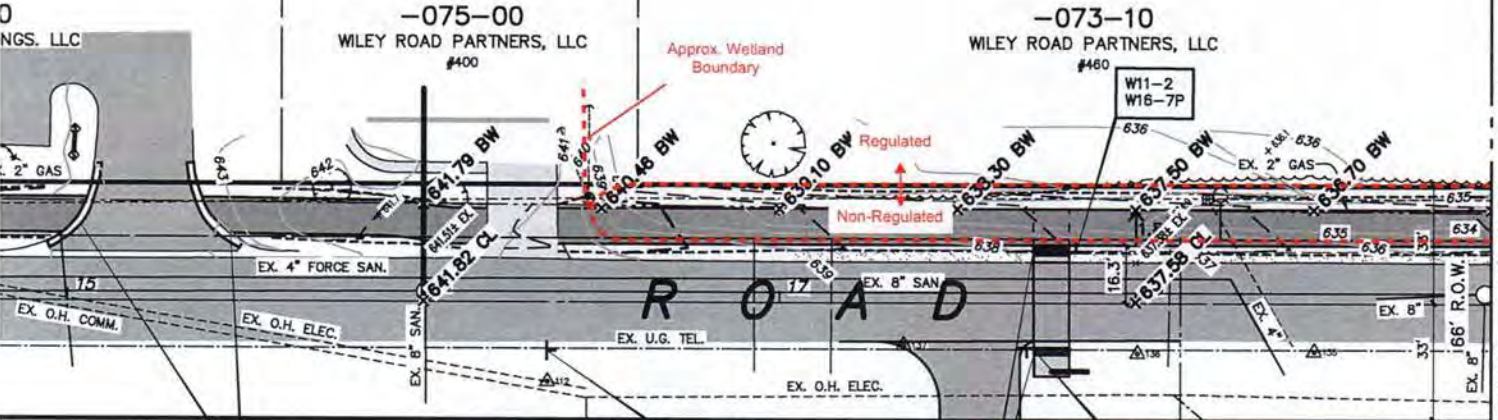
REMOVE



SCALE : 1" = 40' (CONTOURS AT ONE FOOT INTERVALS)



- +85 LT. POLE - 37.8'
- +15+02 SIGN - 40.6'
- +02 SIGN - 47.6'
- +77 FENCE - 23.3'
- +74 6" BIRCH - 31.9'
- +84 BLDG. - 50.6'
- +92 FENCE - 22.6'
- 16+01 M.H. - 2.9'
- +06 10" BIRCH - 28.4'
- +13 FENCE - 21.8'
- +35 BLDG. - 50.6'
- +38 GUY WIRE - 48.5'
- +46 P. POLE - 28.1'
- +46 GUY WIRE - 54.9'
- +98 18" DEAD - 44.4'
- 17+54 E/BRUSH - 30.2'
- 18+03 E/BRUSH - 34.9'
- +20 P. POLE - 28.5'
- +24 HYDRANT - 30.6'
- +38 GUY WIRE - 30.2'
- +49 E/BRUSH - 36.1'
- +98 M.H. - 2.9'



-016-00
LIVAN CORPORATION
#415

CURB AND GUTTER, REM 50 FT
CURB AND GUTTER, CONC, DET F4 26 FT
CURB RAMP OPENING 24 FT

HAND PATCHING 2 TON
CULV. CL. A, 10 INCH 8 FT
DETECTABLE WARNING SURFACE 20 FT
SIDEWALK RAMP, CONC, 6 INCH 100 SFT
SIDEWALK, CONC, 4 INCH 100 SFT
SIDEWALK GRADING 15 FT
PAVT MRKG, WATERBORNE, 6 INCH, WHITE 50 FT

-014-00
DAVID LEADER MGT CO.
WILEY RD.

EGLE-WRD
WRP028347 v1.0
Approved
Issued On: 04/12/2021
Expires On: 04/12/2026

19+02 C.P. MAG NAIL IN DIRT - 12.8'
 +03 E/BRUSH - 34.4'

+41 E/BRUSH - 35.1'
 +44 18" MAPLE - 44.5'
 +52 C.P. MAG NAIL IN DIRT - 13.9'
 +60 18" OAK - 41.7'

+78 P. POLE - 27.2'
 +80 TELE. FED. - 33.1'
 +80 8" STUMP - 26.6'
 +92 C.P.P. 24" - 18.9'
 20+00 CUY WRE - 28.4'
 +00 C.P. MAG NAIL IN DIRT - 14.5'
 +08 24" MAPLE - 43.5'
 +16 18" MAPLE - 33.7'

+38 E/BRUSH - 30.6'
 +40 14" MAPLE - 40.9'
 +55 20" MAPLE - 42.6'
 +63 6" SPRUCE - 40.6'
 +68 14" PINE - 47.2'
 +70 SIGN SPEED LIMIT - 17.5'

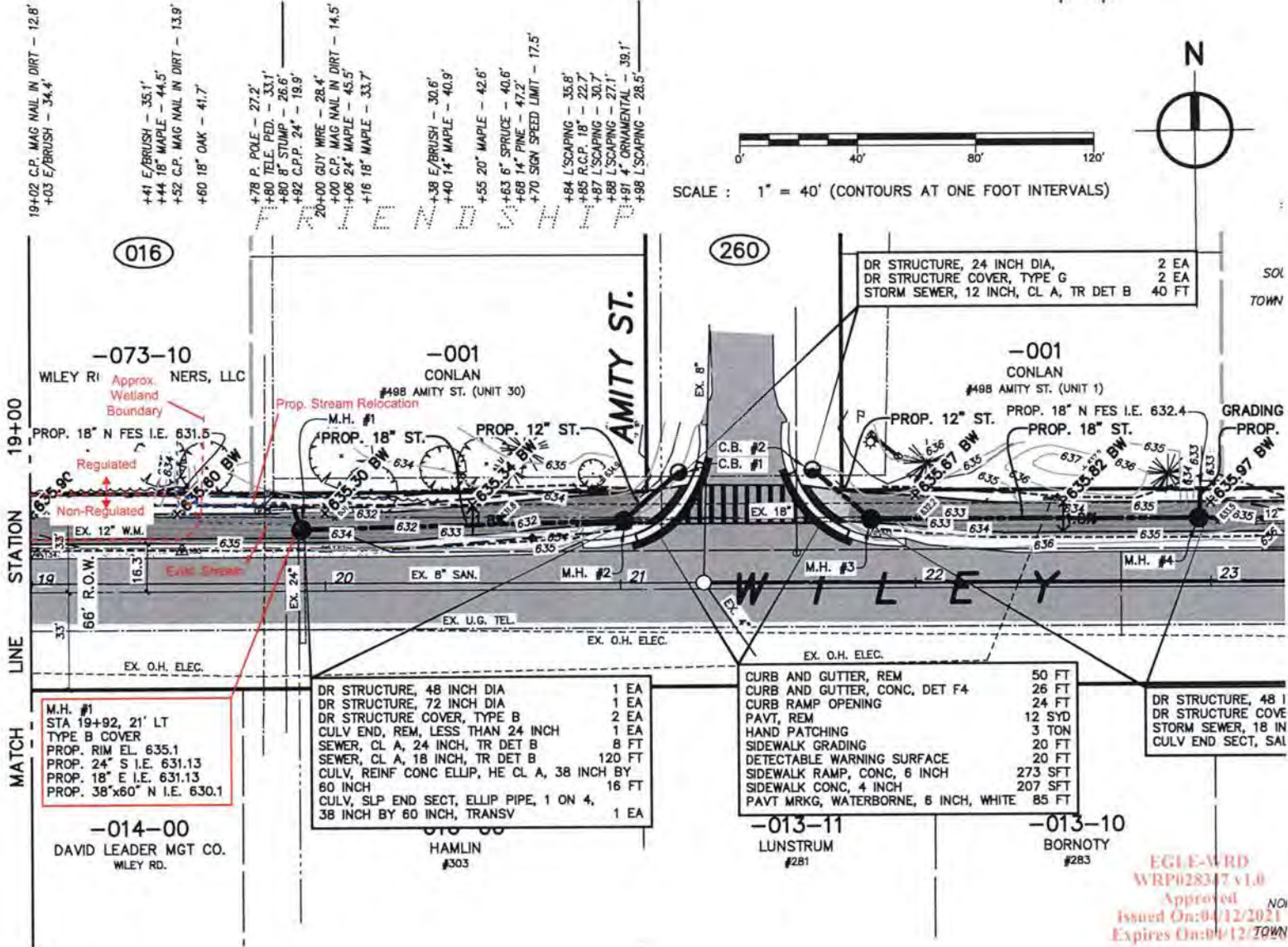
+84 L'SCAPING - 35.8'
 +85 R.C.F. 18" - 22.7'
 +87 L'SCAPING - 30.7'
 +88 L'SCAPING - 27.1'
 +91 4" ORNAMENTAL - 38.1'
 +98 L'SCAPING - 28.5'



SCALE : 1" = 40' (CONTOURS AT ONE FOOT INTERVALS)



FRIENDSHIP



016

260

-073-10
 WILEY RIVERS, LLC

-001
 CONLAN
 #498 AMITY ST. (UNIT 30)

-001
 CONLAN
 #498 AMITY ST. (UNIT 1)

M.H. #1
 STA 19+92, 21' LT
 TYPE B COVER
 PROP. RIM EL. 635.1
 PROP. 24" S I.E. 631.13
 PROP. 18" E I.E. 631.13
 PROP. 38'x60" N I.E. 630.1

DR STRUCTURE, 48 INCH DIA 1 EA
 DR STRUCTURE, 72 INCH DIA 1 EA
 DR STRUCTURE COVER, TYPE B 2 EA
 CULV END, REM, LESS THAN 24 INCH 1 EA
 SEWER, CL A, 24 INCH, TR DET B 8 FT
 SEWER, CL A, 18 INCH, TR DET B 120 FT
 CULV, REINF CONC ELLIP, HE CL A, 38 INCH BY 60 INCH 16 FT
 CULV, SLP END SECT, ELLIP PIPE, 1 ON 4, 38 INCH BY 60 INCH, TRANSV 1 EA

CURB AND GUTTER, REM 50 FT
 CURB AND GUTTER, CONC, DET F4 26 FT
 CURB RAMP OPENING 24 FT
 PAVT, REM 12 SYD
 HAND PATCHING 3 TON
 SIDEWALK GRADING 20 FT
 DETECTABLE WARNING SURFACE 20 FT
 SIDEWALK RAMP, CONC, 6 INCH 273 SFT
 SIDEWALK CONC, 4 INCH 207 SFT
 PAVT MRKG, WATERBORNE, 6 INCH, WHITE 85 FT

DR STRUCTURE, 48 I
 DR STRUCTURE COVE
 STORM SEWER, 18 IN
 CULV END SECT, SAL

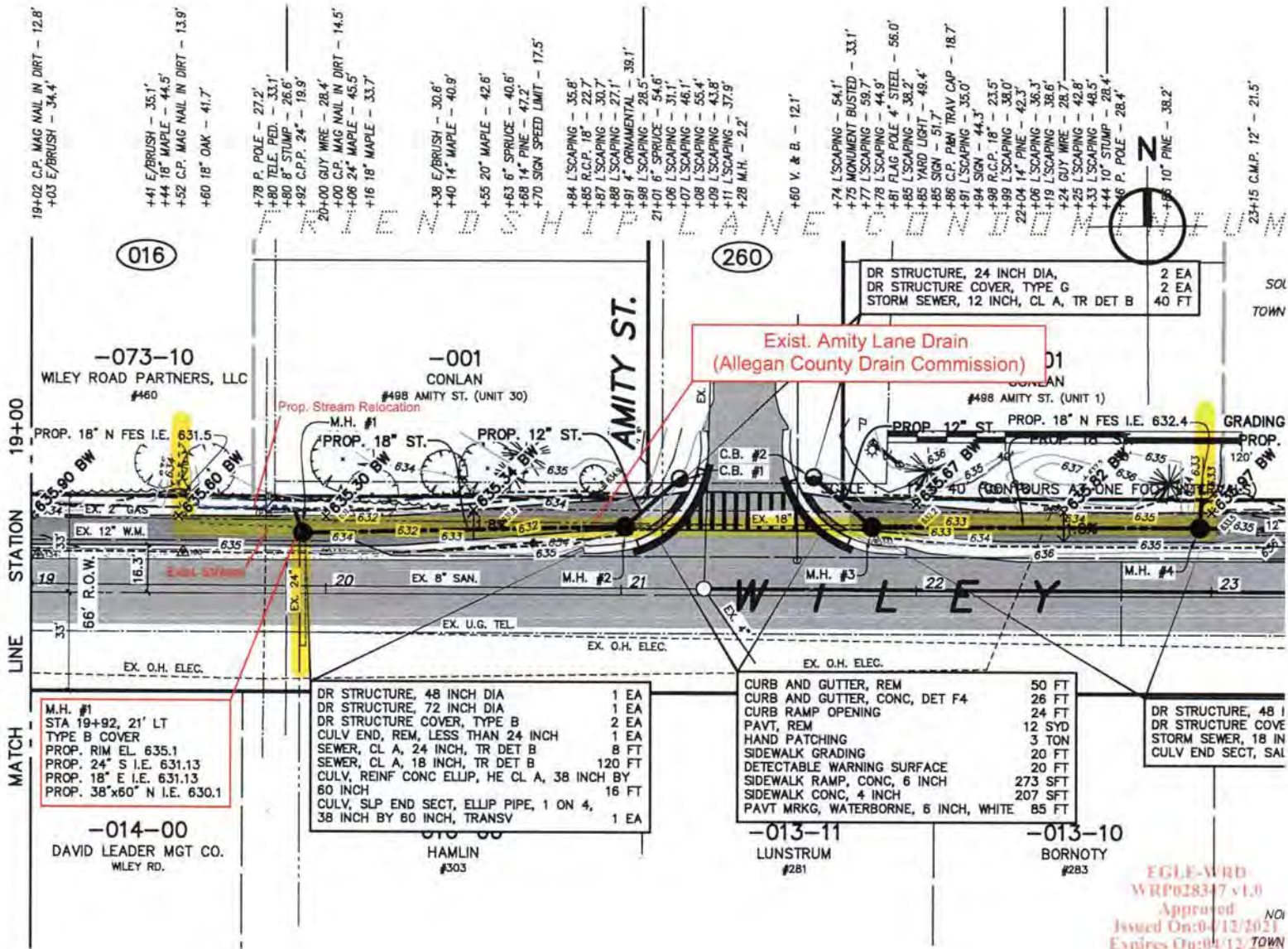
-014-00
 DAVID LEADER MGT CO.
 WILEY RD.

HAMLIN
 #303

-013-11
 LUNSTRUM
 #281

-013-10
 BORNOTY
 #283

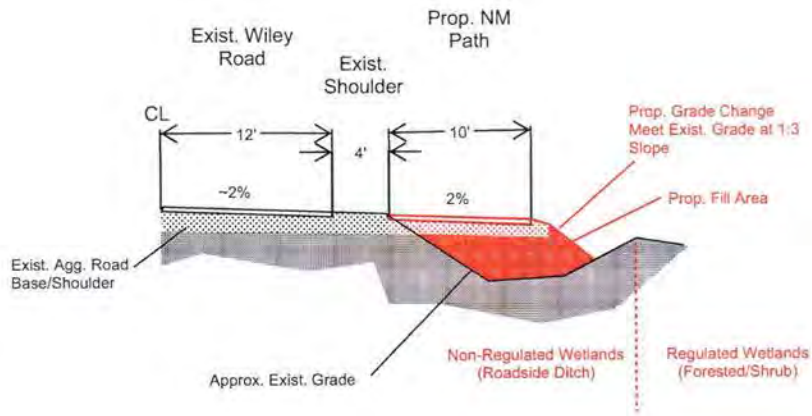
EGL E-WRD
 WRP028317 v1.0
 Approved
 Issued On: 04/12/2021
 Expires On: 04/12/2021



EGLEWRD
WRP02837 v1.0
Approved
Issued On: 04/12/2021
Expires On: 04/12/2021

WILEY ROAD NON-MOTORIZED PATHWAY

THE CITY OF THE VILLAGE OF DOUGLAS
ALLEGAN COUNTY, MICHIGAN



PROPOSED TYPICAL CROSS SECTION
STA 16+50 to STA 19+50

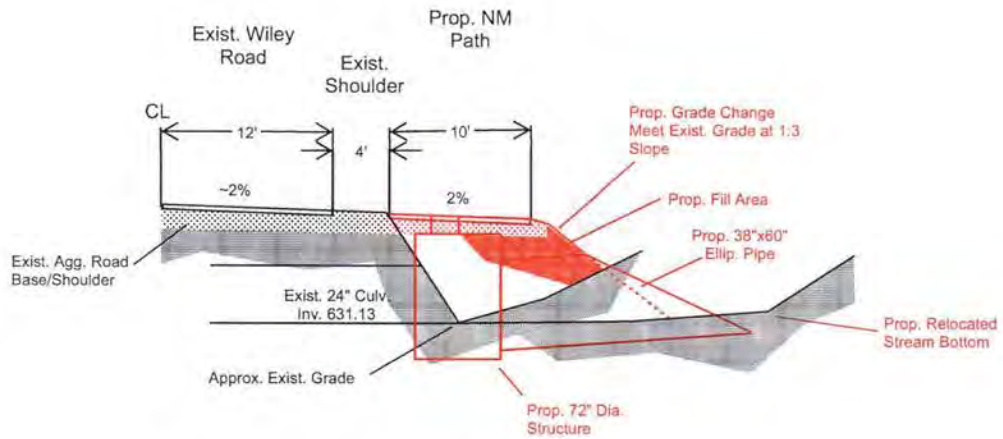
SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

No regulated wetlands impacted.

EGLE-WRD
WRP028347 v1.0
Approved
Issued On:04/12/2021
Expires On:04/12/2026

WILEY ROAD NON-MOTORIZED PATHWAY

THE CITY OF THE VILLAGE OF DOUGLAS
ALLEGAN COUNTY, MICHIGAN



PROPOSED TYPICAL CROSS SECTION
STA 19+92

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

EGLE-WRD
WRP028347 v1.0
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Issued On: 04/12/2021
Expires On: 04/12/2026

Pam Aalderink

From: MI Dept. of Environment, Great Lakes, and Energy
<EGLE@govsubscriptions.michigan.gov>
Sent: Tuesday, April 13, 2021 1:46 PM
To: Pam Aalderink
Subject: Registration now open for the 2021 Virtual Michigan Sustainability Conference (MISCON)

[Share or view as a webpage](#) | [Update preferences](#)



Registration now open!

Join forward-thinking business and community leaders June 2-4 at the 2021 Virtual Michigan Sustainability Conference (MISCON).

The Michigan Sustainability Conference (MISCON) is Michigan’s one of a kind event for transforming social and environmental sustainability. In partnership with the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Michigan Green Communities, and Michigan Health and Hospital Association, attendees will network with hundreds of business and community leaders to learn from, collaborate, and drive meaningful change. Attendees will gain the tools they need to move from traditional procedures to best practices using science, technology, storytelling, and partnerships to meet the underlying demand for social and environmental sustainability. Become inspired, engaged, and equipped to face the social and environmental challenges that have become an essential driver for your organization.

This year’s three-day, virtual program offers a multitude of sessions focusing on successful business case studies, community sustainability efforts, the linkage to public health, and funding opportunities. Strategically placed networking breaks using our Whova event management app makes connecting simple. Interact with exhibitors, attendees, and presenters directly on the app.

[⇒ VIEW THE CONFERENCE AGENDA](#)

Why should you attend the 2021 MISCON?

- Learn new tactics about efficient ways to map out next steps in your sustainability journey.
- Understand how leading brands and communities are successfully embedding environmental and social purpose into their values.
- Discover grant funding opportunities.
- Find inspiration and peer support by meeting fellow change agents.
- Discover best practices through peer-to-peer learning sessions.
- Network with local leaders who are looking to form partnerships.
- Explore the virtual exhibitor area to discover solutions or consultants to further your journey.
- Get access to all event sessions.
- Qualify for up to 12 CEHs/PDHs for Professional Engineers.

Become an exhibitor and showcase your organization to sustainability leaders in Michigan!

- Market your organization and technologies to highly targeted audiences of business and municipal professionals.
- Virtually network and interact one-on-one with colleagues, luminaries, industry leaders, and prospective business partners to expand your vertical markets.
- Highlight your organization's logo and profile on the conference website for maximum web exposure.
- Attend educational sessions to learn the latest on sustainability in Michigan.

Exhibitor Registration Fee: \$75

Whether you are joining us as a community leader or a business leader, you'll walk away with the network of partners, the practical tools, and the creative fuel you need to keep on course with this rapidly evolving era.

Attendee Registration Fee: \$35

Registration and Information



Michigan.gov/EGLEvents

[#MiSustainability](https://twitter.com/MiSustainability)

CONFERENCE PROGRAM QUESTIONS:

Devan Dodge: DodgeD1@Michigan.gov

REGISTRATION QUESTIONS:

Alana Berthold: BertholdA@Michigan.gov

Joel Roseberry: RoseberryJ@Michigan.gov

EXHIBITOR QUESTIONS:

Matt Tomlinson: TomlinsonM@Michigan.gov

Individuals needing language assistance or accommodations for effective participation at this event should contact Joel Roseberry at 517-599-9494 by May 12 to request language, mobility, visual, hearing, translation, and/or other assistance.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.



EGLE COVID-19 RESPONSE:

For details on EGLE's work during the pandemic, [visit our COVID-19 response webpage](#). Follow state actions and guidelines at Michigan.gov/Coronavirus.

Connect With Us:



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please update your preferences here:

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This email was sent to Clerk@ci.douglas.mi.us using GovDelivery Communications Cloud on behalf of: Michigan Department of Environment, Great Lakes, and Energy · Constitution Hall · 525 West Allegan Street · PO Box 30473 · Lansing, MI 48909 · 800-662-9278

Pam Aalderink

From: Cathy Brockington
Sent: Sunday, April 11, 2021 11:03 PM
To: Pam Aalderink
Subject: Communities of Interest and Redistricting
Attachments: Handouts for 2-16-21 LWVUS Training.pdf; MICRC Town Hall presentation rev for 3 9 on 3 7 21 rev .pptx

Follow Up Flag: Follow up
Flag Status: Flagged

Pam,

I just wanted to let the Douglas City Council know that I will be presenting a short talk on Communities of Interest for the Saugatuck Township Board at their Wednesday evening meeting this week.

I am attaching the power point that includes all the information that was presented at the Zoom session you all saw. Also I am sending you a packet of examples of testimonies that were prepared for the Redistricting Commissions in California and Arizona in 2011, when those two states did their first Citizens' Redistricting Committee Maps.

There are also tips for preparing effective testimony to present to the Commission.

No one from Southwest Michigan is on the Michigan Commission, so it may be very important for our area to be there. As you may recall in 2011, Allegan County was split right through the middle. Saugatuck and south to M-89 was put into the 2nd District while Fennville and south was put into the 6th District.

I hope we hear in the affirmative from Saugatuck Township and Saugatuck City in the near future.

Sincerely,
Cathy Brockington



Patricia Whitefoot

Email: whitefootp@gmail.com

Box 460 White Swan, WA 98952

February 24, 2020

Dear Honorable Senator Hunt:

Subject: SHB 2575: Support for Redistricting Transparency and Public Access

As you know, I live on the Yakama Nation Reservation in White Swan and as a voter I want to be assured all communities are truly engaged in a fair and open democracy. Ten years ago, the Commission split the Yakama Reservation and Legislative District in half, which resulted in Legislative District 14 and 15. Previously, the reservation was whole in LD 15. Therefore, I'm asking you to support **SHB 2575** concerning transparency and accountability in the Redistricting Commission process.

This one critical opportunity in SHB 2575 will be a tremendous improvement in the process and it's vital this legislation moves forward. It will help ensure the following: **1). Maintain redistricting metrics.** This would enable the public to give meaningful input by generating measurements everyone can understand. This would allow a public discussion rooted in the same set of facts and a shared understanding of the variables between different maps. **2). Public hearings.** Given the much larger geographical size of the 4th and 5th congressional districts, and the impact district lines have on rural and tribal communities, it's key to provide multiple opportunities for input. **3). Language access.** Our state's population has grown and diversified since 2010. Many Americans for whom English is not their first language, but who contribute to the greatness of our state should have an equal chance to share their unique and diverse perspectives.

This is to also support the important collaborative work of the Washington Voting Justice Coalition, the Washington Census Alliance, and the League of Women Voters, which represents 93 organizations across more than 20 counties in the state. I appreciate your role in being a long-standing champion for the Washington Voting Justice Coalition over the years. As always, thank you for your leadership.

Sincerely,

Patricia Whitefoot

Quick and Easy Testimony Fill-in

Thank you for allowing me to speak to you. My name is _____, I
vote in the _____ District in _____ (city).

I would like to draw your attention to the issue of
_____.

In my neighborhood, _____ (tell your story)

This effectively means
_____.

Facts, etc.

1.

2.

3.

The consequence of not fixing this problem include

_____.

I ask you to

_____.

Thank you for your time and consideration of my request.

Name _____ Email _____

Address _____ Phone _____

City _____ WA Zip _____ Date _____

REDISTRICTING IN MICHIGAN: THE MICRC & COMMUNITIES OF INTEREST



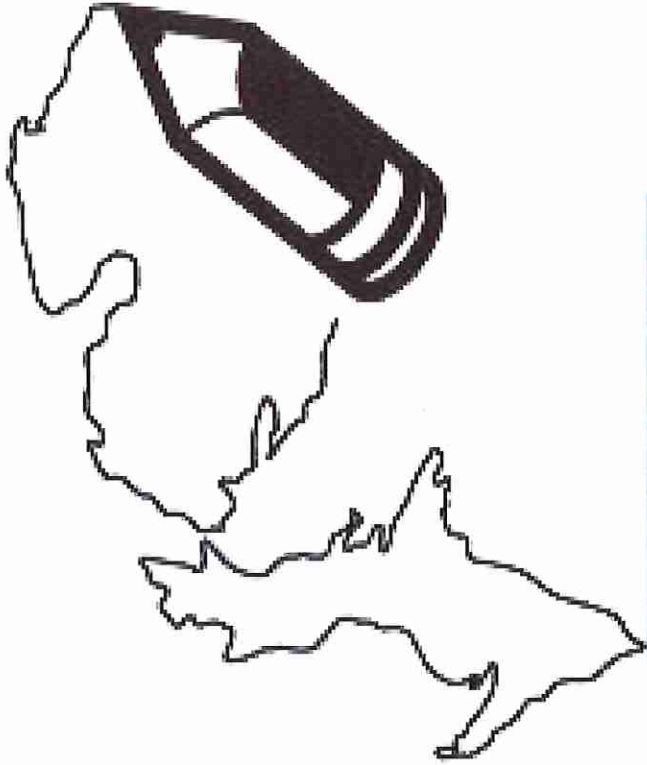
REDISTRICTING IN MICHIGAN

Citizens (the MICRC), not
politicians, will draw the lines

WHAT IS REDISTRICTING?

- Following every census, the distribution of Congressional seats across the nation is subject to change – based on population movement.
- States are tasked with drawing lines for U.S. Congressional and state (House & Senate) districts.
- Every state determines its own process.

HOW ARE MAP LINES DRAWN?



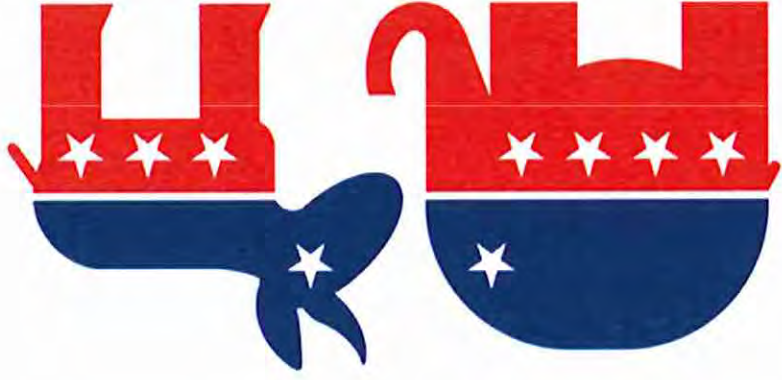
FEDERAL LAWS FOR DRAWING THE MAPS



- Federal law requires redistricting every 10 years; and an equal number of persons in each district.
- No rules about how to draw lines, except:
 - Section 2 of the Voting Rights Act blocks district lines that deny minority voters an equal opportunity “to participate in the political process and to elect representatives of their choice.”
 - 14th Amendment assures equal protection.

WHAT IS THE PROBLEM?

Politicians manipulate elections to keep themselves and their party in power.

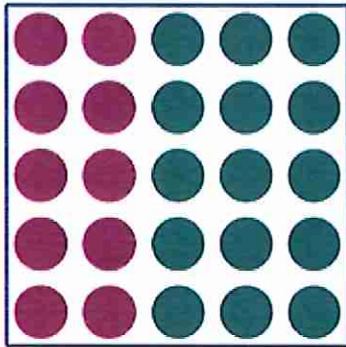


GERRYMANDERING

(Drawing the lines to suit special interests)

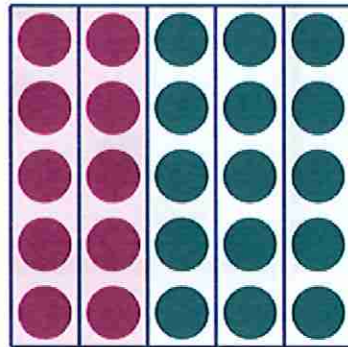
GERRYMANDERING SIMPLIFIED

No Districts



40% purple
60% green

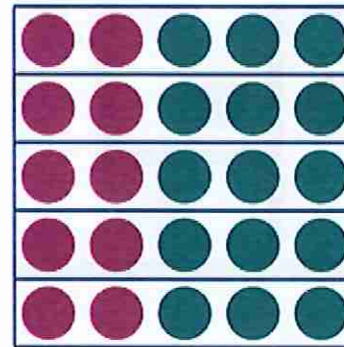
Districts are
Compact & Fair



2 purple districts (40%)
3 green districts (60%)

GREEN RULES!

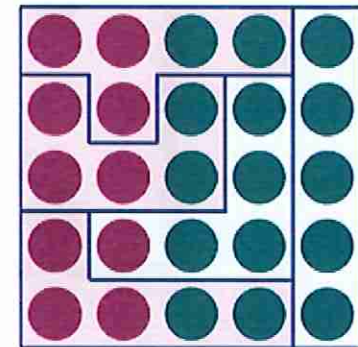
Districts are
Compact & Unfair



0 purple districts (0%)
5 green districts (100%)

GREEN RULES!

Districts aren't
Compact or Fair



3 purple districts (60%)
2 green districts (40%)

PURPLE RULES!

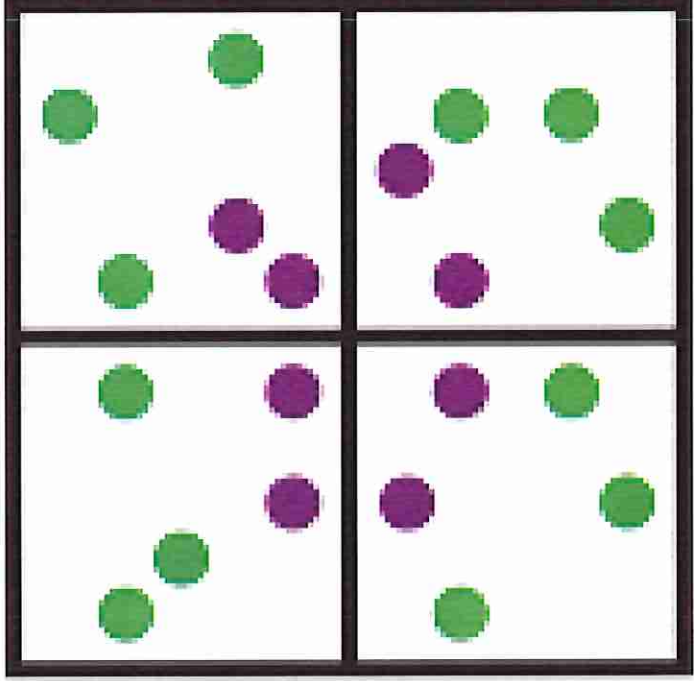
Source: Inspired by <http://bit.ly/1Fi2bam>

vpap.org

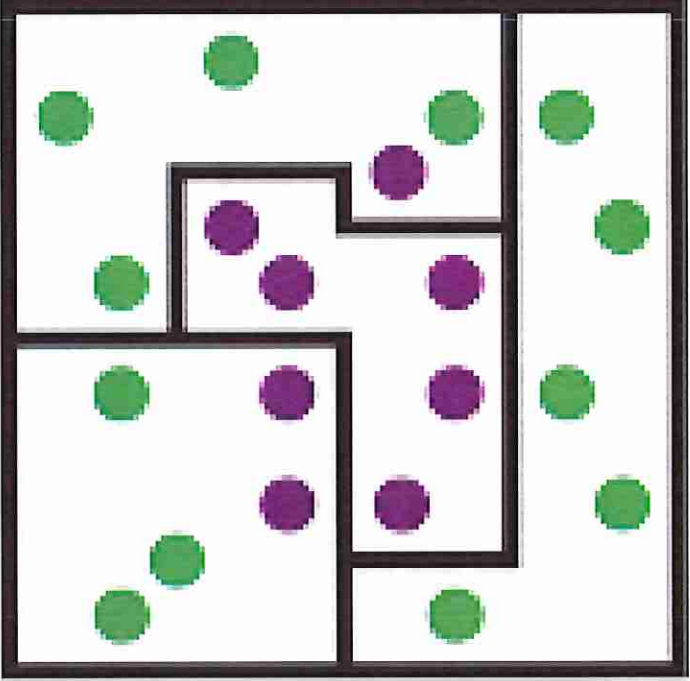
Graph by Stephen Nass, Posted by: WashingtonPost.com

GERRYMANDERING (Drawing the lines to suit special interests)

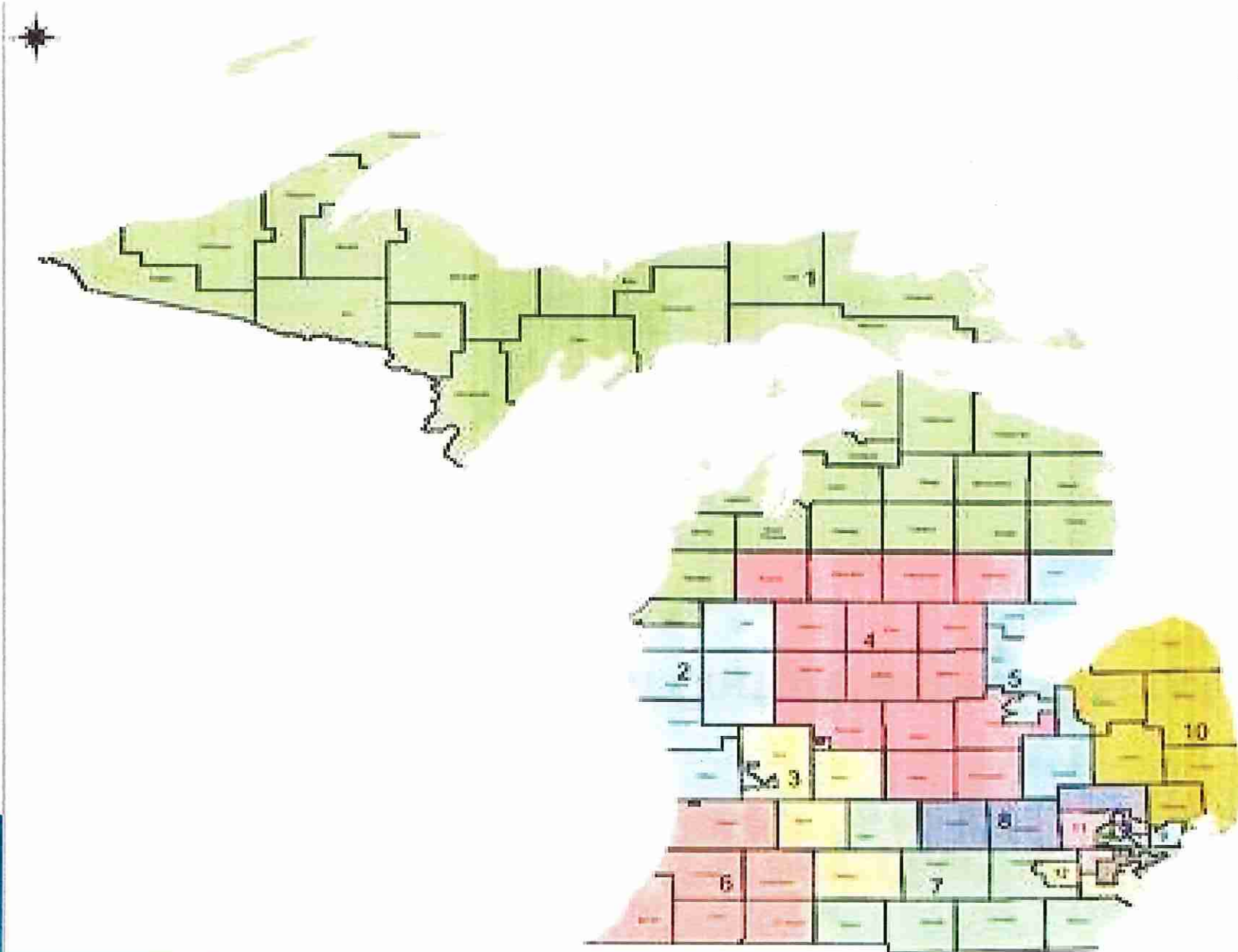
Cracking communities
so they can't elect their own
representative.



Packing Partisans
into one district so the other
party wins adjacent districts.



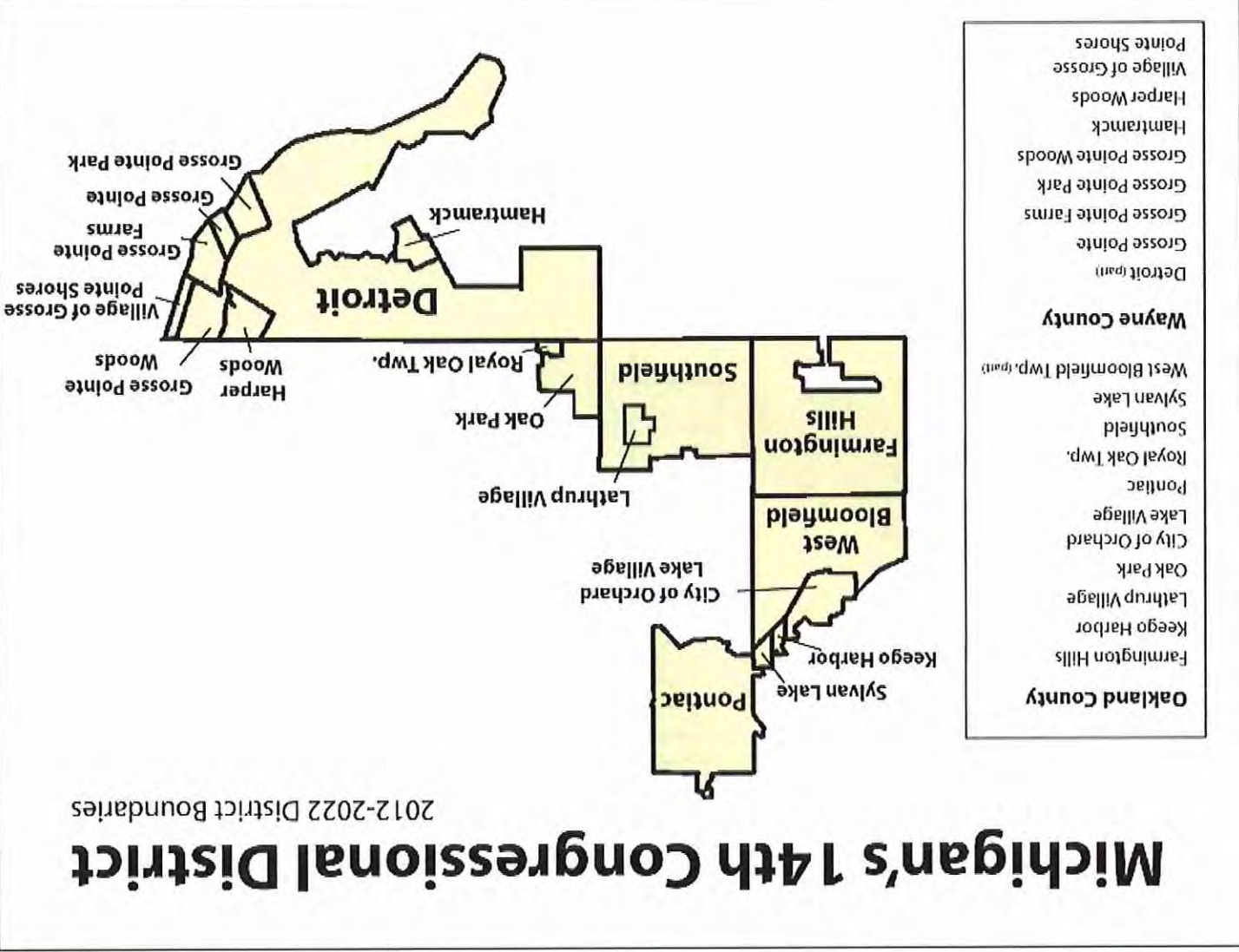
Michigan Congressional Districts



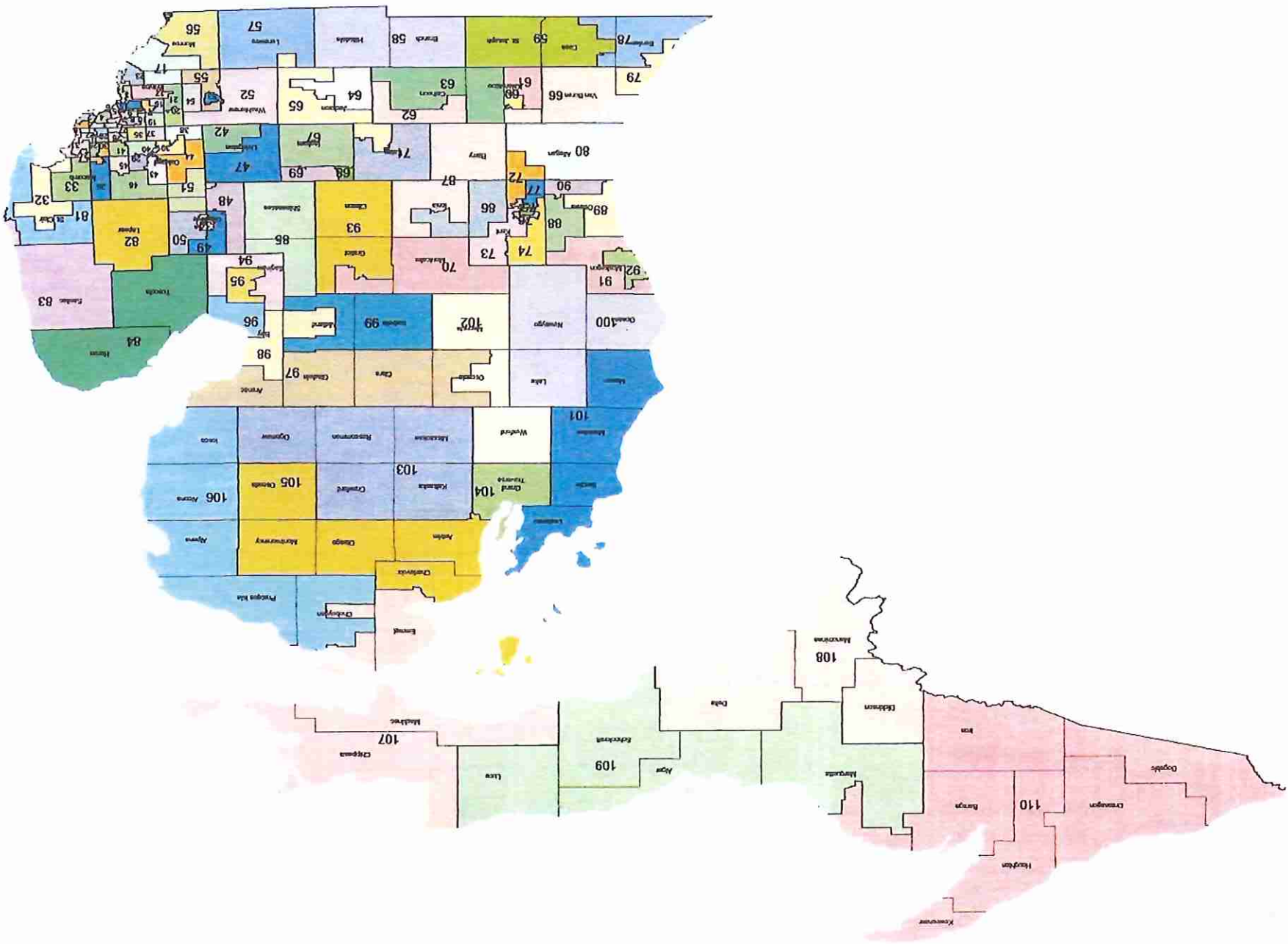
CURRENT 14TH DISTRICT

Michigan's 14th Congressional District

2012-2022 District Boundaries



State House



MICHIGAN'S INDEPENDENT CITIZEN REDISTRICTING COMMISSION (MICRC)

- ▶ Nov. 2018 Prop 2 Constitutional amendment
- ▶ Voters, not politicians, will draw election district lines.
- ▶ New 13 member MICRC

MI CONSTITUTION REQUIRES THE MICRC TO:

- ▶ Use a process to draw election maps that is transparent, impartial and fair.

▶ The ICRC

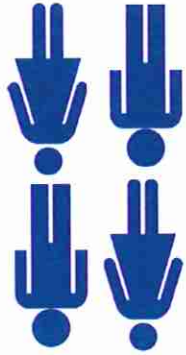
- ▶ **a)** conducts all business in the open;
- ▶ **b)** consists of 4 D, 4 R, and 5 I;
- ▶ **c)** is required to draw lines that neither favor nor disfavor incumbents, any political party, or former politician.



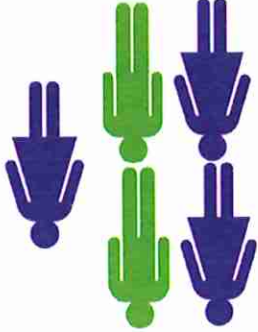
COMMISSION STRUCTURE

COMMISSION SIZE

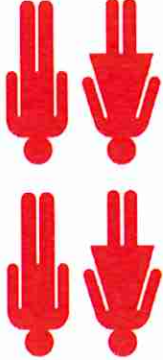
13 MEMBERS



4 Democrats



5 Independents



4 Republicans

COMMISSIONER ELIGIBILITY QUALIFICATIONS

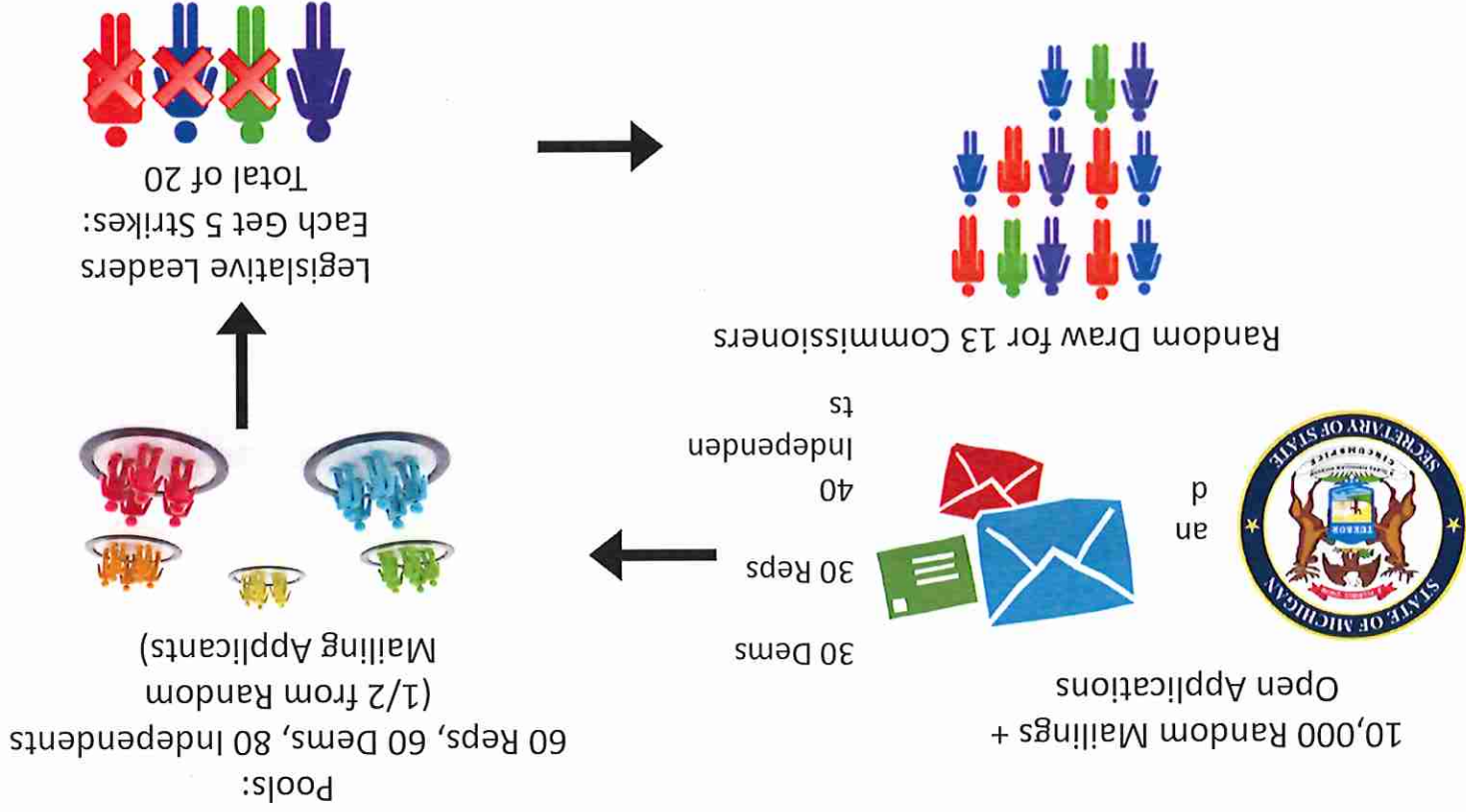


Must be registered
and eligible to vote
in the state



Must submit
an application

SELECTION PROCESS

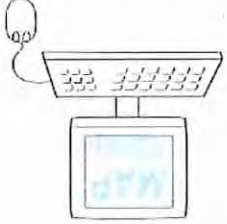




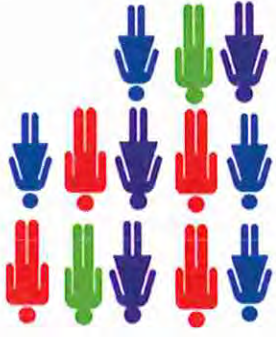
MAP APPROVAL

REQUIREMENTS

1. Before the ICRC votes on a map, the map must be tested to ensure compliance with the criteria



2. A final plan may be adopted with a majority vote, which must include at least two commissioners from each major political party plus two commissioners who affiliate with neither party (at least **2D**, **2R**, **2 other**)





CRITERIA AND RULES

CRITERIA DISTRICT LINES MUST MEET IN ORDER OF PRIORITY

The commission must abide by the following criteria **in the following order of priority:**

1. Have equal population and comply with federal law, including the Constitution and the Voting Rights Act.
2. Be geographically contiguous.
3. Districts shall reflect the state's diverse population and communities of interest... that share cultural or historical characteristics or economic interests.

4. No packing, no cracking.

5. Not favor or disfavor incumbent or candidate.

6. Shall CONSIDER county, city, and township boundaries

7. Be reasonably COMPACT.



PUBLIC PARTICIPATION



- Hearings
 - -10 before maps drawn
 - --5 after proposed maps drawn
- Input and Transparency
 - The public may also submit plans and underlying data.
 - The commission must publish plans.
 - The commission, its staff, attorneys, and consultants may not discuss redistricting matters with public except at meeting.
- After a plan is adopted, the commission must publicize the plan and a report explaining its decisions and materials used



THE LWVMI AND THE MICRC

- ▶ Monitor meetings; testify.
- ▶ Coordinate with key staff.
- ▶ We will focus on “Communities of Interest”
 - **New Concept**, in a **New Process**.
 - Goal: **Identify** them. **Connect** with them. **Support** their participation in public hearings.

COMMUNITIES OF INTEREST:

- ▶ WHAT THEY ARE
- ▶ WHY THEY MATTER

WHAT COI'S ARE:

Populations that share:

- Cultural characteristics
- Historical characteristics
- Economic interests

MICRC HAS TO DEFINE

- ▶ Can't look to other states
- ▶ NEW CONCEPT in Michigan
- ▶ And KEY to a NEW PROCESS

EXAMPLES OF COMMUNITIES OF INTEREST

- ▶ Hispanic/Latino populations
- ▶ Adjacent School Districts with similar issues
- ▶ Agricultural Groups such as dairy farmers or orchard growers
- ▶ Group sharing watershed or lake shore
- ▶ Native American tribes
- ▶ Neighborhood associations

COMMUNITIES OF INTEREST MATTER BECAUSE

BUILDING BLOCKS FOR LEGISLATIVE AND CONGRESSIONAL DISTRICTS

- Create fairer and more effective representation
- Elect reps who pay attention to their interests

HOW CAN I GET INVOLVED?

- ▶ Attend Public Hearings in your area, either as an individual or member of a group.

- ▶ Public Hearing Schedule at RedistrictingMichigan.org

- ▶ Contact your local League for more information about Communities of Interest.



Incidents for March 2021



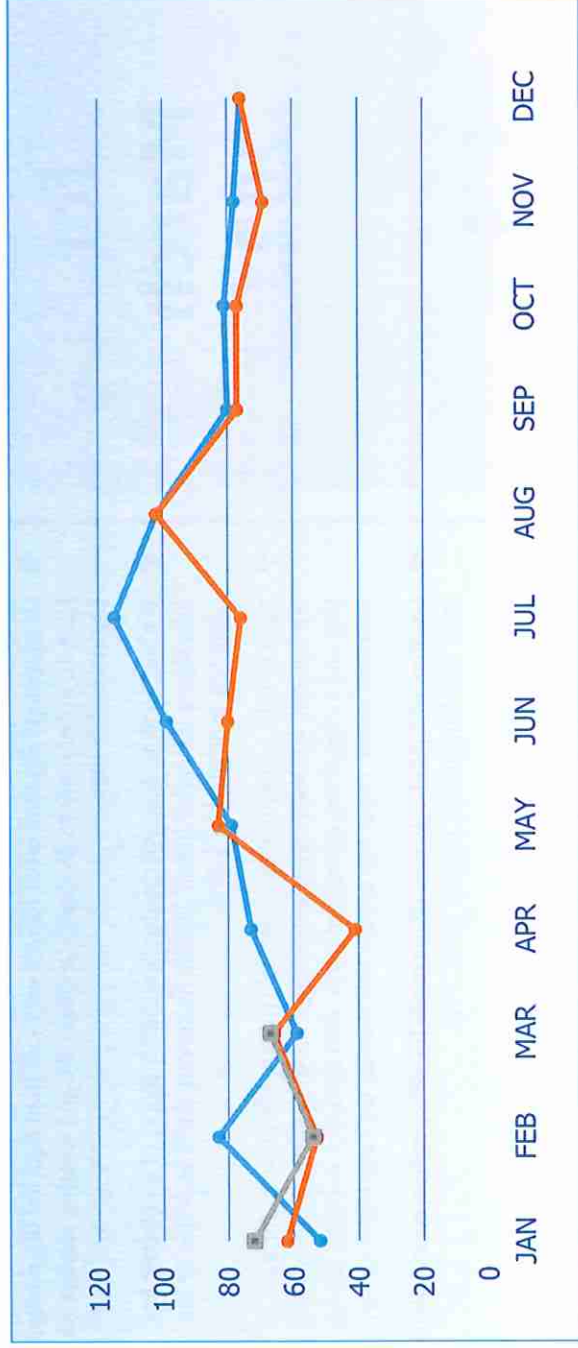
Summary of Incidents

- ❖ March was showing a very random call pattern for service. We had eight days with no calls at all and 4 days with just 1 call a day. For most of the month it looked like to be a month below average numbers. However the last two days of the month we responded to 16 calls. We recorded 67 calls total for the month, a new all time high. Year to date was 193 calls or a 6.6% increase compared to the same period as last year.
- ❖ We start seeing a change in the days of the week for response. At the end of March Monday to Wednesday seem to be the busy days. The hours between 10AM to 4PM is the busy time of the day with a dip early to mid afternoon.
- ❖ Overlapping calls took off in March, we more than doubled the number from 10 in February to 26. Some lengthy calls and weather related issues contributed to that.
- ❖ We had a call to a very large dwelling with a report of an electric fire following a generator install. Luckily no serious damage. Value of the residence estimated to \$2M+.
- ❖ Type of calls comes out as a "normal" month, EMS counts for 52% of our volume. We are preparing ourselves for the construction on I-196 that can increase the number of MVIs. Also an uptick in Public Service calls was noted. Grass fire season has started, we have had 4 so far.
- ❖ Location of calls shows Township counts for 48%, compared to Douglas 28% and Saugatuck City that list at 24%.
- ❖ Our response time for March has gone down to 4:57 or app. 2.5 minutes faster than February. March showed 30 priority 1 and 2 calls (lights and siren).

2021 Incidents by Month

[Green is an all-time high month]

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	72	54	67										193
2020	62	53	66	41	83	80	76	102	77	77	69	76	862
2019	52	83	59	73	79	99	115	102	80	81	78	76	977



2011-21 Incidents by month

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	72	54	67										193
2020	62	53	66	41	83	80	76	102	77	77	69	76	862
2019	52	83	59	73	79	99	115	102	80	81	78	76	977
2018	61	58	55	79	85	94	103	101	83	77	52	59	907
2017	54	35	62	51	68	89	116	76	66	91	48	57	813
2016	47	51	53	64	76	95	113	105	82	64	60	65	875
2015	57	61	50	50	73	67	110	90	71	58	49	47	783
2014	62	51	49	56	85	77	84	59	72	52	59	39	745
2013	67	62	44	39	57	53	70	74	42	58	66	58	690
2012	52	33	58	55	54	74	104	77	54	40	52	76	729
2011	42	38	57	34	52	51	92	70	63	61	40	41	641
Average	57	53	55	54	71	78	98	84	69	66	56	58	796

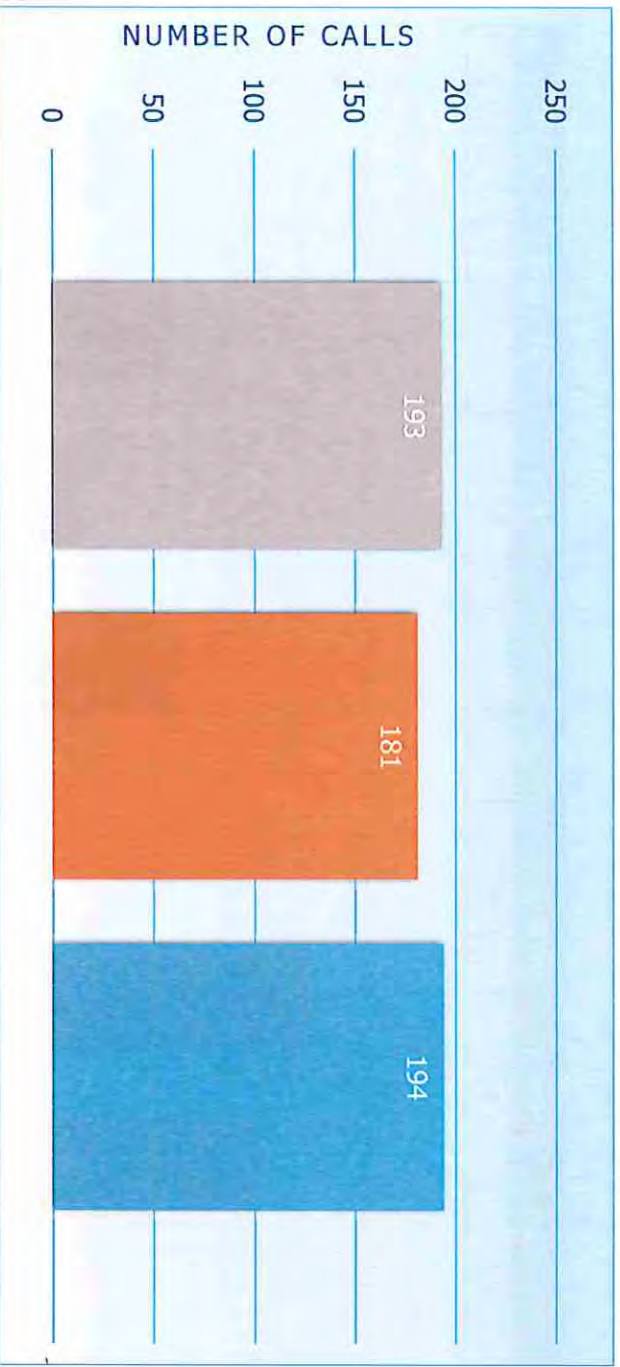
Lowest Highest

1999-2021 Incidents by month

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	72	54	67										193
2020	62	53	66	41	83	80	76	102	77	77	69	76	862
2019	52	83	59	73	79	99	115	102	80	81	78	76	977
2018	61	58	55	79	85	94	103	101	83	77	52	59	907
2017	54	35	62	51	68	89	116	76	66	91	48	57	813
2016	47	51	53	64	76	95	113	105	82	64	60	65	875
2015	57	61	50	50	73	67	110	90	71	58	49	47	783
2014	62	51	49	56	85	77	84	59	72	52	59	39	745
2013	67	62	44	39	57	53	70	74	42	58	66	58	690
2012	52	33	58	55	54	74	104	77	54	40	52	76	729
2011	42	38	57	34	52	51	92	70	63	61	40	41	641
2010	36	26	46	52	50	48	98	72	58	54	40	32	612
2009	46	46	38	40	43	61	65	57	58	45	44	49	592
2008	46	35	23	32	41	53	101	54	43	48	29	53	558
2007	35	44	34	39	44	64	78	59	55	37	33	37	559
2006	41	33	41	23	58	48	64	46	42	43	47	42	528
2005	42	28	48	47	37	57	75	58	49	40	40	34	555
2004	41	28	34	34	51	45	50	48	46	51	30	41	499
2003	25	30	35	36	54	61	55	63	39	35	39	45	517
2002	36	27	41	35	35	54	62	65	53	44	36	30	518
2001	29	33	38	38	46	51	69	43	46	43	34	28	498
2000	44	40	44	50	42	48	64	38	41	42	46	45	544
1999	32	34	31	31	37	37	41	40	31	39	31	31	415
Average	47	43	46	45	57	64	82	68	57	54	45	47	645

Lowest Highest

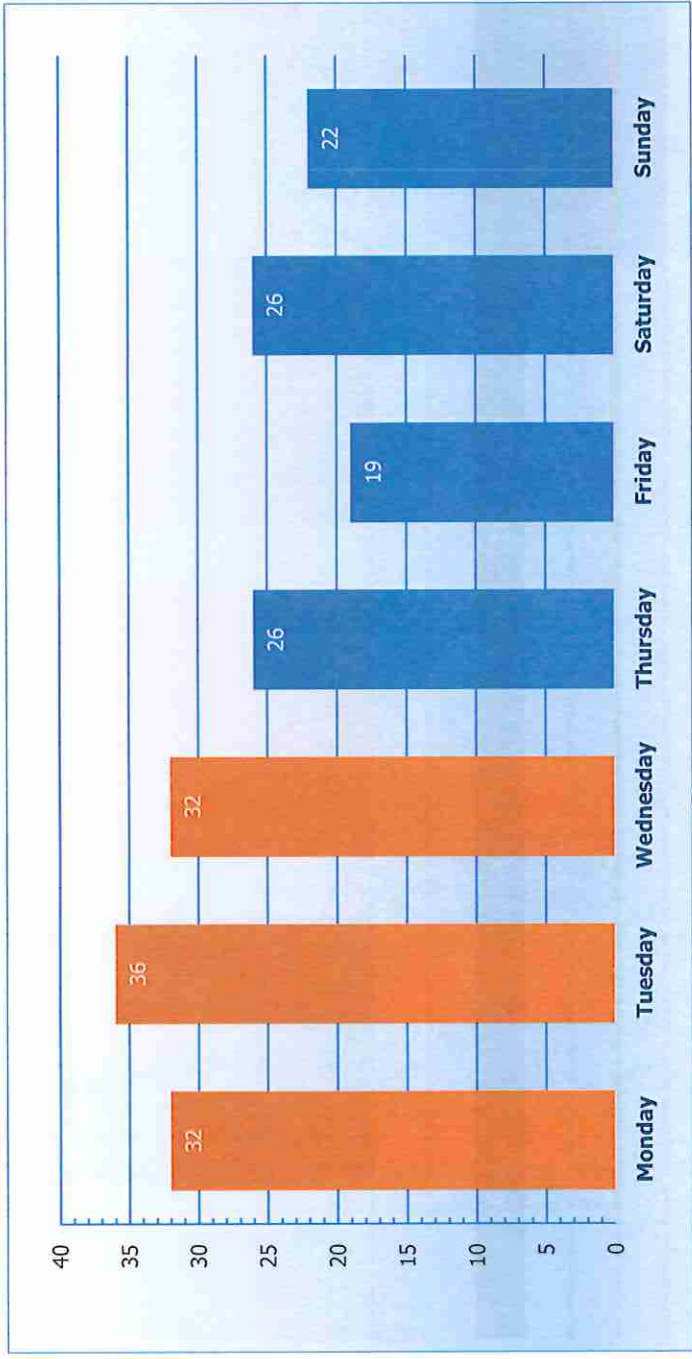
2019-2021 Incident Comparison



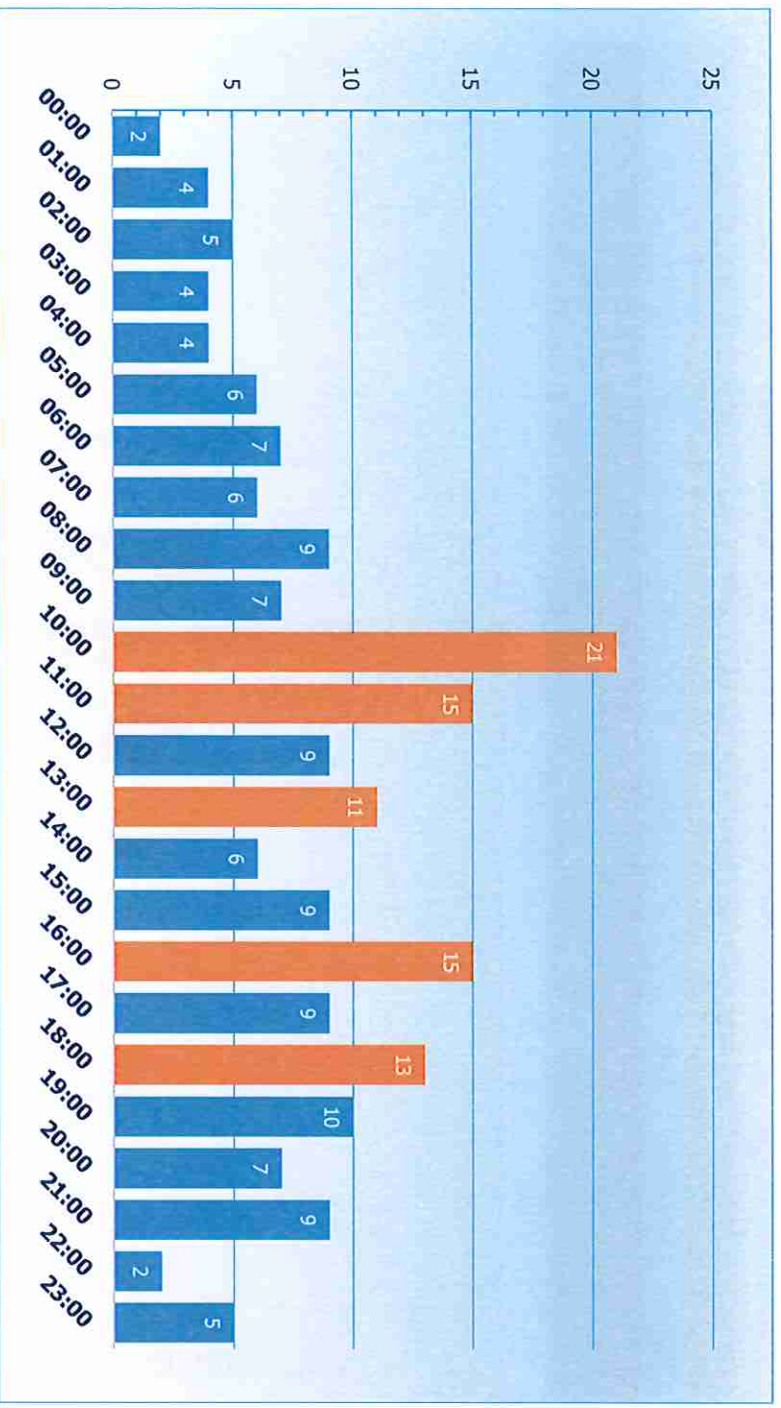
Year	March 31	+/-	+/- %
2021	193	12	6.6
2020	181	(13)	(6.7)
2019	194		

2021 Incidents per Day of the Week

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
32	36	32	26	19	26	22



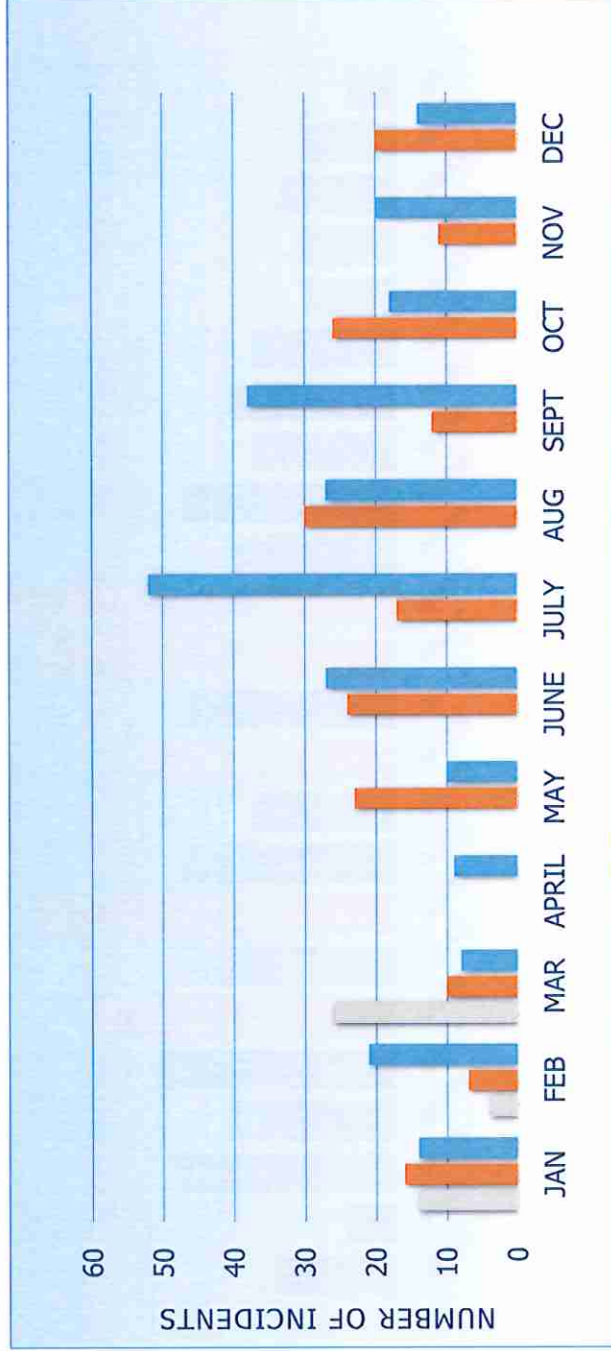
2021 Incidents by Time of Day



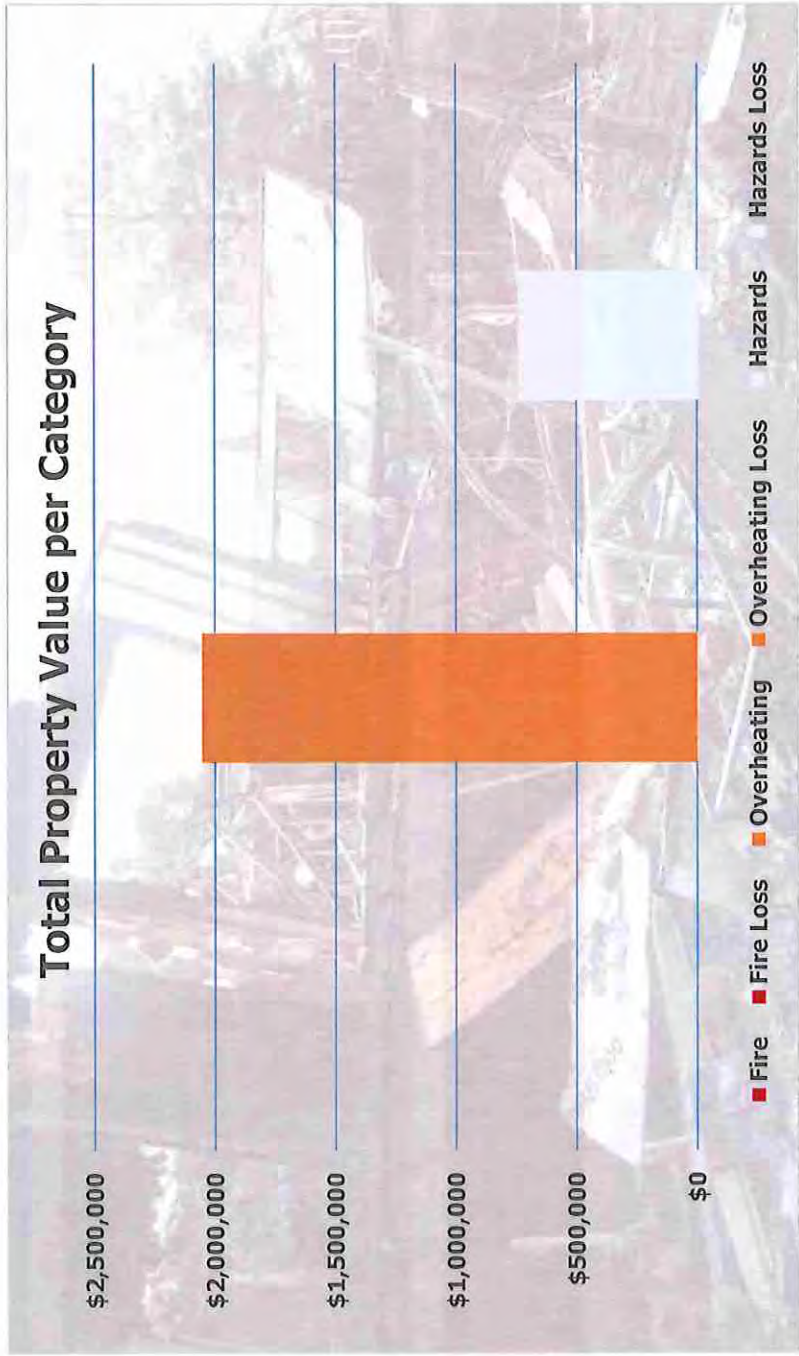
2021 Overlapping Incidents YTD

[Another emergency incident that requires fire department response that occurs within the time frame of a previous emergency incident.]

Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2021	14	4	26										44
2020	16	7	10	0	23	24	17	30	12	26	11	20	196
2019	14	21	8	9	10	27	52	27	38	18	20	14	258



2020 Protected Property Value



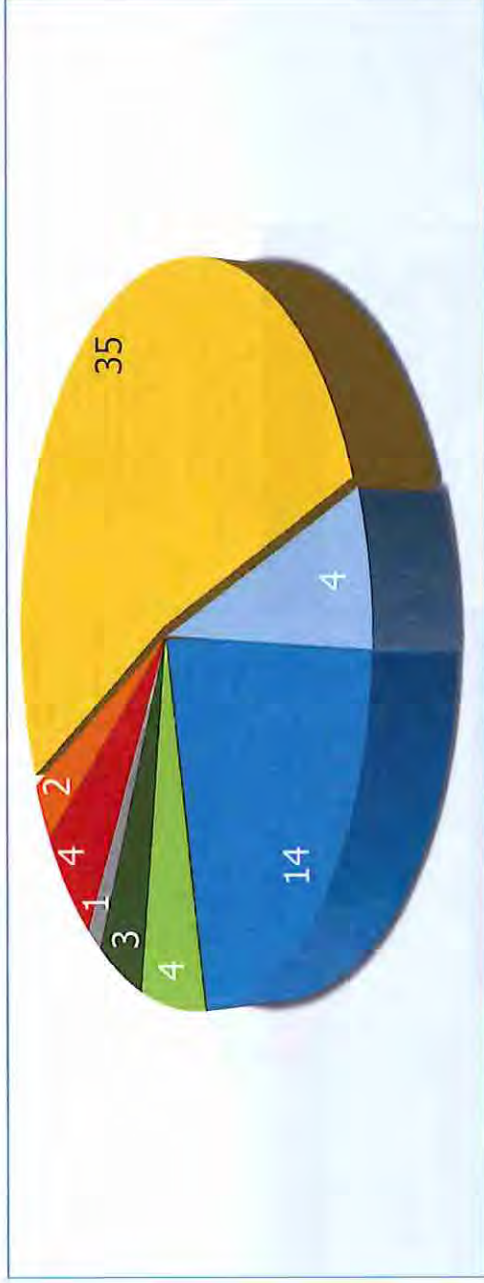
National Fire Incident Reporting System (NFIRS) Incident Code Guide

100 Series (Fire)	200 Series (Overpressure Explosion, Overheat - No Fire)	400 Series (Hazardous Conditions - No Fire)	600 Series (Good Intent Calls)
<p>(11) Structure Fire</p> <ul style="list-style-type: none"> - (111) Building fire - (112) Filing in structure other than in a building - (113) Cooking fire, confined to container - (114) Chimney or flue fire, confined to chimney or flue - (115) Inoperative overboard or malfunction, fire confined - (116) Fuel burner/boiler malfunction, fire confined - (117) Commercial compactor fire, confined to rubbish - (118) Trash, or rubbish fire in a structure, no flame damage <p>(12) Fire in mobile property used as a fixed structure</p> <ul style="list-style-type: none"> - (121) Fire in mobile home used as a fixed residence - (122) Fire in motor home, camper, recreational vehicle - (123) Fire in portable building, fixed location <p>(13) Mobile property (vehicle) fire</p> <ul style="list-style-type: none"> - (131) Passenger vehicle fire - (132) Road freight or transport vehicle fire - (133) Mail vehicle fire - (134) Water vehicle fire - (135) Aircraft vehicle fire - (136) Self-propelled motor home or recreational vehicle fire - (137) Off-road or recreational vehicle - (138) Off-road vehicle or heavy equipment fire <p>(14) Natural vegetation fire</p> <ul style="list-style-type: none"> - (141) Forest, woods, or wildland fire - (142) Brush, or brush and grass mixture fire - (143) Grass fire, include fire confined to area. <p>(15) Outdoor rubbish fire</p> <ul style="list-style-type: none"> - (151) Outdoor rubbish, trash, or waste fire - (152) Garbage dump or sanitary landfill fire - (153) Construction or demolition landfill fire - (154) Dumpster or other outdoor trash receptacle fire - (155) Outdoor assembly compactor/compacted trash fire <p>(16) Specialized structure fire on residential or commercial/industrial property</p> <ul style="list-style-type: none"> - (161) Outside entry - (162) Outside entry - (163) Outside entry or vapor combustion explosion - (164) Outside mailbox fire <p>(17) Cultivated vegetation, crop fire</p> <ul style="list-style-type: none"> - (171) Cultivated orchard or crop fire - (172) Cultivated orchard or vineyard fire - (173) Cultivated trees or nursery stock fire 	<p>(21) Overpressure rupture from steam (no smoking fire)</p> <ul style="list-style-type: none"> - (211) Overpressure rupture of steam pipe or pipeline - (212) Overpressure rupture of steam boiler - (213) Steam rupture of pressure or process vessel <p>(22) Overpressure rupture from air or gas - no fire</p> <ul style="list-style-type: none"> - (221) Overpressure rupture of air or gas pipe/pipeline - (222) Overpressure rupture of boiler from air or gas - (223) Air or gas rupture of pressure or process vessel - (224) Overpressure rupture of pressure or process vessel <p>(23) Explosion (no fire)</p> <ul style="list-style-type: none"> - (231) Chemical reaction rupture of pressure or process vessel - (232) Chemical reaction rupture of pressure or process vessel - (233) Chemical reaction rupture of pressure or process vessel - (234) Blasting agent explosion (no fire) - (235) Fireworks explosion (no fire), all classes of fireworks - (236) Fireworks explosion (no fire), all classes of fireworks - (237) Fireworks explosion (no fire), all classes of fireworks - (238) Fireworks explosion (no fire), all classes of fireworks - (239) Fireworks explosion (no fire), all classes of fireworks - (240) Fireworks explosion (no fire), all classes of fireworks - (241) Fireworks explosion (no fire), all classes of fireworks - (242) Fireworks explosion (no fire), all classes of fireworks - (243) Fireworks explosion (no fire), all classes of fireworks - (244) Fireworks explosion (no fire), all classes of fireworks - (245) Fireworks explosion (no fire), all classes of fireworks - (246) Fireworks explosion (no fire), all classes of fireworks - (247) Fireworks explosion (no fire), all classes of fireworks - (248) Fireworks explosion (no fire), all classes of fireworks - (249) Fireworks explosion (no fire), all classes of fireworks - (250) Fireworks explosion (no fire), all classes of fireworks - (251) Fireworks explosion (no fire), all classes of fireworks <p>(25) Excessive heat, scorch burns with no ignition</p> <ul style="list-style-type: none"> - (251) Excessive heat, scorch burns with no ignition 	<p>(41) Combustible/inflammable spill & leaks</p> <ul style="list-style-type: none"> - (411) Gasoline or other flammable liquid spill, Class I - (412) Gas, toxic flammable gas or LPG - (413) Oil or other combustible liquid spill, Class II or III <p>(42) Chemical release, reaction or toxic condition</p> <ul style="list-style-type: none"> - (421) Chemical hazard (no spill or leak) - (422) Chemical spill or leak - (423) Refrigeration leak - (424) Carbon monoxide incident <p>(43) Radioactive incident</p> <ul style="list-style-type: none"> - (431) Radiation leak, radioactive material <p>(44) Electrical wiring/equipment problem</p> <ul style="list-style-type: none"> - (441) Heat from short circuit (wiring), defective/worn insulation - (442) Overheated motor or wiring - (443) Breakdown of light ballast - (444) Power line down <p>(45) Biological hazard</p> <ul style="list-style-type: none"> - (451) Biological hazard, confirmed or suspected - (452) Biological hazard, potential accident - (453) Biological hazard, potential accident - (454) Biological hazard, potential accident - (455) Biological hazard, potential accident - (456) Biological hazard, potential accident - (457) Biological hazard, potential accident - (458) Biological hazard, potential accident - (459) Biological hazard, potential accident - (460) Biological hazard, potential accident - (461) Biological hazard, potential accident - (462) Biological hazard, potential accident - (463) Biological hazard, potential accident - (464) Biological hazard, potential accident - (465) Biological hazard, potential accident - (466) Biological hazard, potential accident - (467) Biological hazard, potential accident - (468) Biological hazard, potential accident - (469) Biological hazard, potential accident - (470) Biological hazard, potential accident - (471) Biological hazard, potential accident - (472) Biological hazard, potential accident - (473) Biological hazard, potential accident - 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(496) Biological hazard, potential accident - (497) Biological hazard, potential accident - (498) Biological hazard, potential accident - (499) Biological hazard, potential accident - (500) Biological hazard, potential accident 	<p>(61) Dispatched and canceled enroute</p> <ul style="list-style-type: none"> - (611) Dispatched & canceled enroute <p>(62) Wrong location, no emergency found</p> <ul style="list-style-type: none"> - (621) Wrong location - (622) No incident found at dispatch address - (623) No incident found at dispatch address - (624) No incident found at dispatch address - (625) No incident found at dispatch address - (626) No incident found at dispatch address - (627) No incident found at dispatch address - (628) No incident found at dispatch address - (629) No incident found at dispatch address - (630) No incident found at dispatch address - (631) No incident found at dispatch address - (632) No incident found at dispatch address - (633) No incident found at dispatch address - 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(700) No incident found at dispatch address
<p>300 Series (Rescue & EMS Incidents)</p>			
<p>100 Series (Service Calls)</p>			
<p>800 Series (Severe Weather & Natural Disaster)</p> <p>(81) Severe weather & natural disaster</p> <ul style="list-style-type: none"> - (811) Severe weather & natural disaster - (812) Flood, storm, or water rescue - (813) Flood, storm, or water rescue - (814) Flood, storm, or water rescue - (815) Flood, storm, or water rescue - (816) Flood, storm, or water rescue - (817) Flood, storm, or water rescue - (818) Flood, storm, or water rescue - (819) Flood, storm, or water rescue - (820) Flood, storm, or water rescue - (821) Flood, storm, or water rescue - (822) Flood, storm, or water rescue - (823) Flood, storm, or water rescue - (824) Flood, storm, or water rescue - (825) Flood, storm, or water rescue - (826) Flood, storm, or water rescue - (827) Flood, storm, or water rescue - (828) Flood, storm, or water rescue - (829) Flood, storm, or water rescue - (830) Flood, storm, or water rescue - (831) Flood, storm, or water rescue - (832) Flood, storm, or water rescue - (833) Flood, storm, or water rescue - (834) Flood, storm, or water rescue - (835) Flood, storm, or water rescue - (836) Flood, storm, or water rescue - (837) Flood, storm, or water rescue - (838) Flood, storm, or water rescue - (839) Flood, storm, or water rescue - (840) Flood, storm, or water rescue - (841) Flood, storm, or water rescue - (842) Flood, storm, or water rescue - (843) Flood, storm, or water rescue - (844) Flood, storm, or water rescue - (845) Flood, storm, or water rescue - (846) Flood, storm, or water rescue - (847) Flood, storm, or water rescue - (848) Flood, storm, or water rescue - (849) Flood, storm, or water rescue - (850) Flood, storm, or water rescue - (851) Flood, storm, or water rescue - (852) Flood, storm, or water rescue - (853) Flood, storm, or water rescue - (854) Flood, storm, or water rescue - (855) Flood, storm, or water rescue - (856) Flood, storm, or water rescue - (857) Flood, storm, or water rescue - (858) Flood, storm, or water rescue - (859) Flood, storm, or water rescue - (860) Flood, storm, or water rescue - (861) Flood, storm, or water rescue - (862) Flood, storm, or water rescue - (863) Flood, storm, or water rescue - (864) Flood, storm, or water rescue - (865) Flood, storm, or water rescue - (866) Flood, storm, or water rescue - (867) Flood, storm, or water rescue - (868) Flood, storm, or water rescue - (869) Flood, storm, or water rescue - (870) Flood, storm, or water rescue - (871) Flood, storm, or water rescue - (872) Flood, storm, or water rescue - (873) Flood, storm, or water rescue - (874) Flood, storm, or water rescue - (875) Flood, storm, or water rescue - (876) Flood, storm, or water rescue - (877) Flood, storm, or water rescue - (878) Flood, storm, or water rescue - (879) Flood, storm, or water rescue - (880) Flood, storm, or water rescue - (881) Flood, storm, or water rescue - (882) Flood, storm, or water rescue - (883) Flood, storm, or water rescue - (884) Flood, storm, or water rescue - (885) Flood, storm, or water rescue - (886) Flood, storm, or water rescue - (887) Flood, storm, or water rescue - (888) Flood, storm, or water rescue - (889) Flood, storm, or water rescue - (890) Flood, storm, or water rescue - (891) Flood, storm, or water rescue - (892) Flood, storm, or water rescue - (893) Flood, storm, or water rescue - (894) Flood, storm, or water rescue - (895) Flood, storm, or water rescue - (896) Flood, storm, or water rescue - (897) Flood, storm, or water rescue - (898) Flood, storm, or water rescue - (899) Flood, storm, or water rescue - (900) Flood, storm, or water rescue <p>(91) Citizen complaint</p> <ul style="list-style-type: none"> - (911) Citizen complaint, includes code violation 			



All Incident Type Codes are part of the National Fire Incident Reporting System standard NFIRS used in this document.

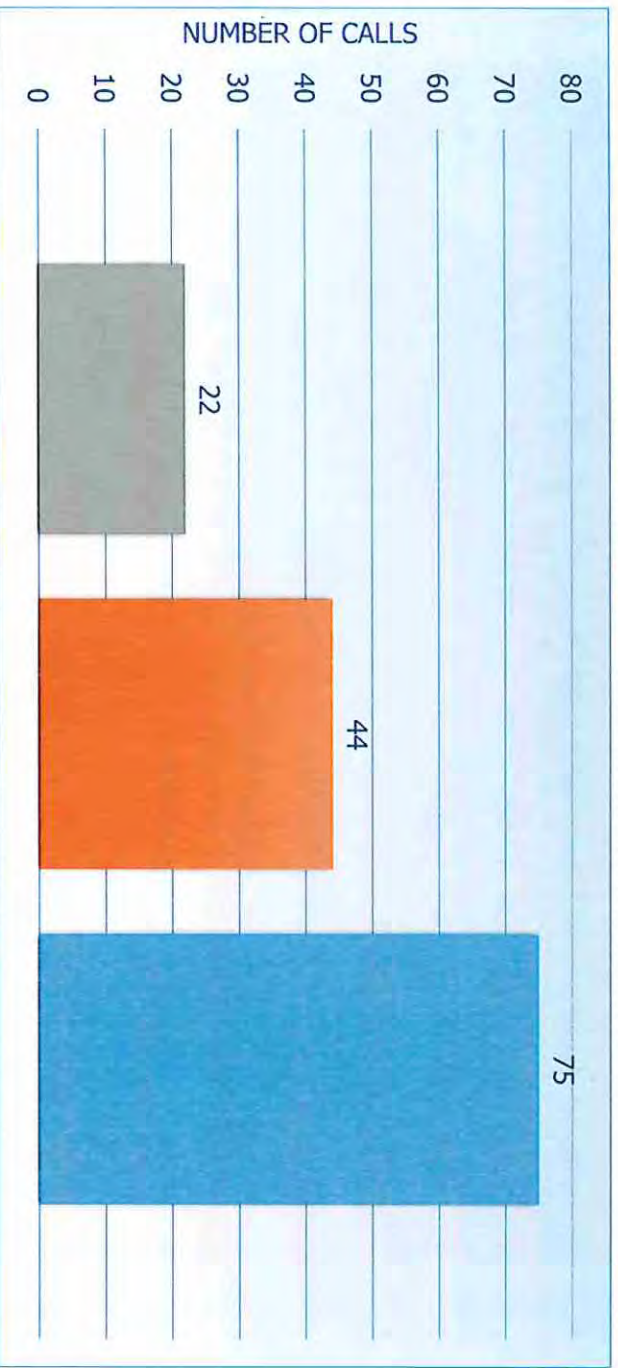
March 2021 Incidents by NFIRS Type



Type Of Incident:	Total Incidents:	Percentage Value:
100s - All types of fire, structure, vehicle and wildland.	4	6.0%
200s - Excessive heat, explosions and ruptured pipelines. No Fire.	2	3.0%
300s - Medical assist, traffic accidents, water and ice rescues.	35	52.2%
400s - Hazardous Conditions, gas leaks and carbon monoxide etc.	4	6.0%
500s - Public service Calls. Water and smoke problems. Animal rescue.	14	20.9%
600s - Cancelled calls, controlled burns and smoke investigation.	4	6.0%
700s - False alarms. Smoke, heat and CO detector malfunctions.	3	4.5%
800s - Severe weather, flooding, storm and lightning strike damage.	0	0.0%
900s - Community participation and citizen concerns.	1	1.5%
	67	100.0%

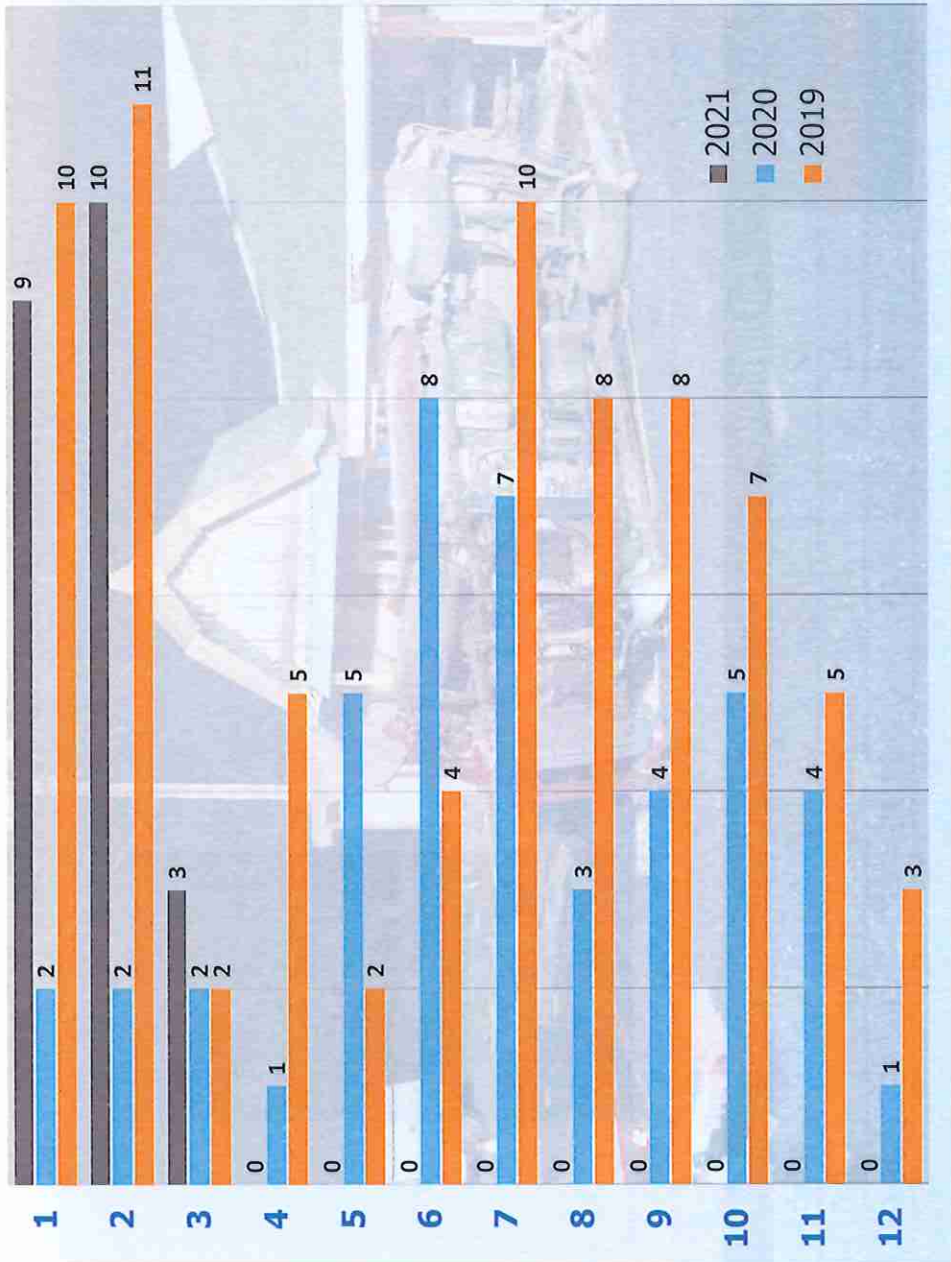
2019-2021 Motor Vehicle Incidents

[All incidents with any motorized vehicle involved in accidents, fires etc.]



As of:	# of Incidents	+/-	+/- %	Extrication	%
03/31/2021	22	(22)	(50.00)	1	4.5
12/31/2020	44	(31)	(41.33)	0	0.0
12/31/2019	75	11	21.15	3	4.0

MV Incidents by Month 2019-2021



2015-21 MVIS by month

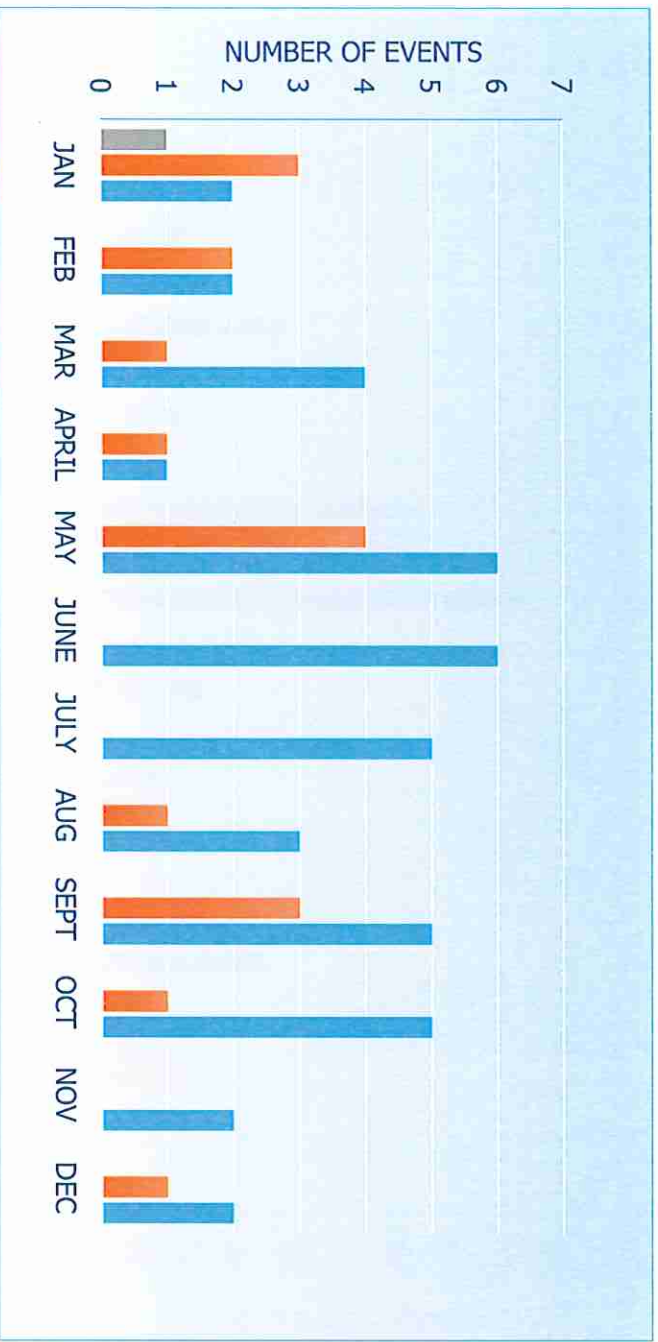
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	9	10	3										22
2020	2	2	2	1	5	8	7	3	4	5	4	1	44
2019	10	11	10	5	2	4	10	8	8	7	5	3	83
2018	9	5	4	5	9	5	7	6	6	0	1	7	64
2017	4	4	2	2	7	7	8	4	2	3	2	7	52
2016	15	8	3	13	4	8	16	4	0	2	5	11	89
2015	6	11	3	1	3	6	7	7	4	2	1	2	53
Average	8	7	4	5	5	6	10	6	4	3	3	6	68

Lowest

Highest

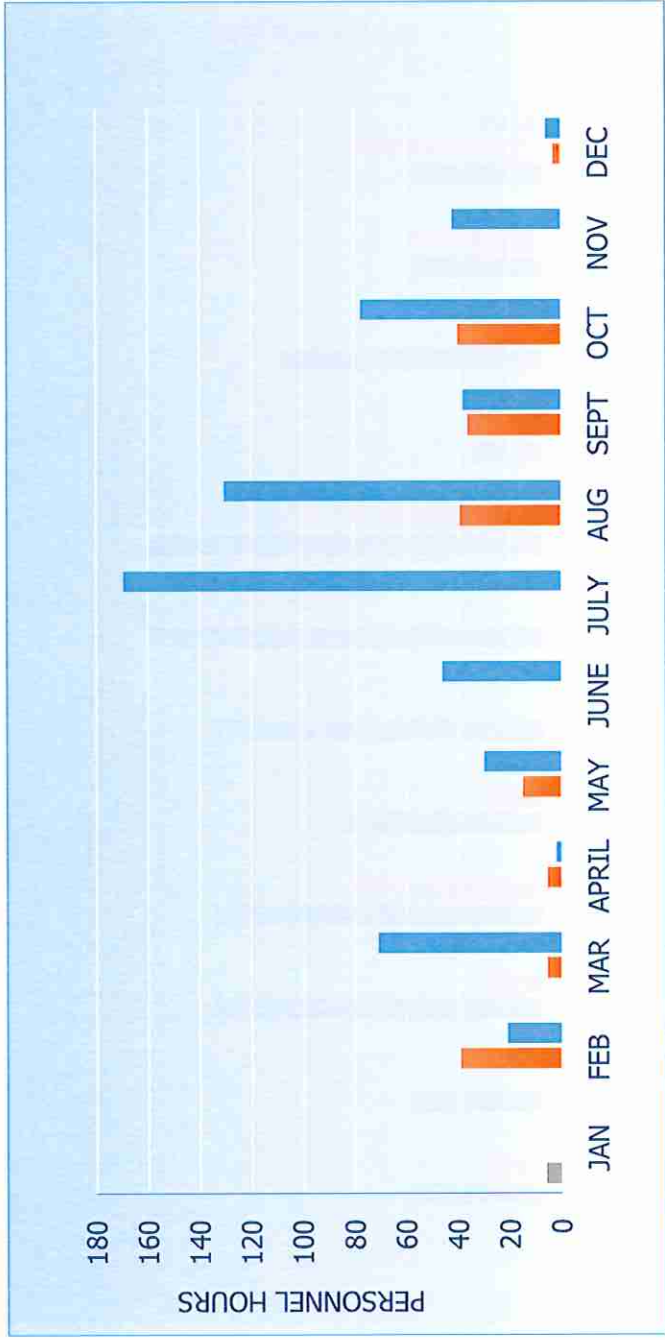
2019-2021 Special Events by month

Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
2021	1	0	0										1
2020	3	2	1	1	4	0	0	1	3	1	0	1	17
2019	2	2	4	1	6	6	5	3	5	5	2	2	43

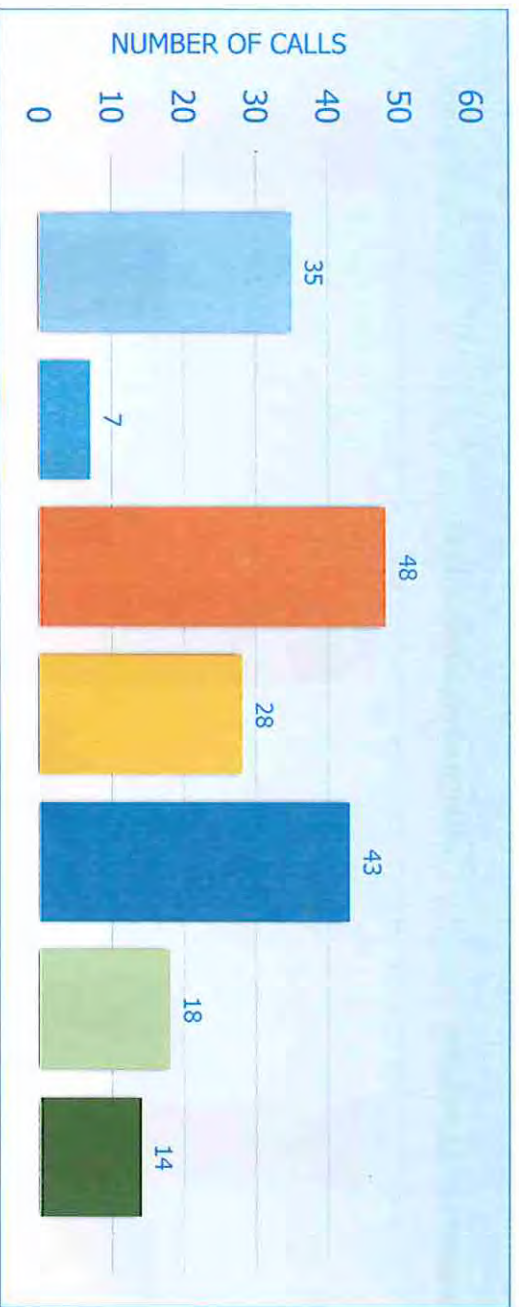


2019-2021 Special Events Personnel Hours

Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
2021	6	0	0	0	0	0	0	0	0	0	0	0	6
2020	0	39	6	6	15	0	0	39	36	40	0	3	183
2019	0	21	71	2	30	46	170	131	38	78	42	6	634

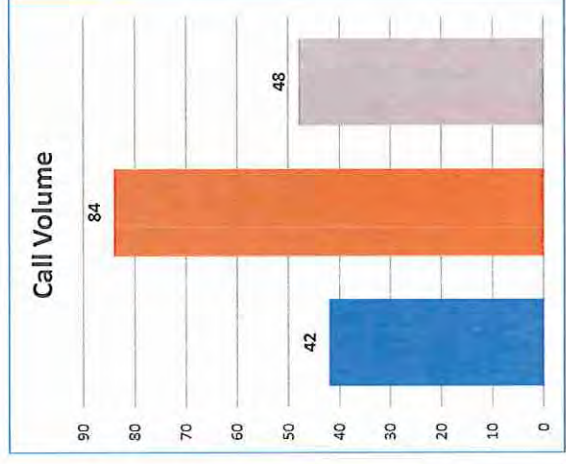
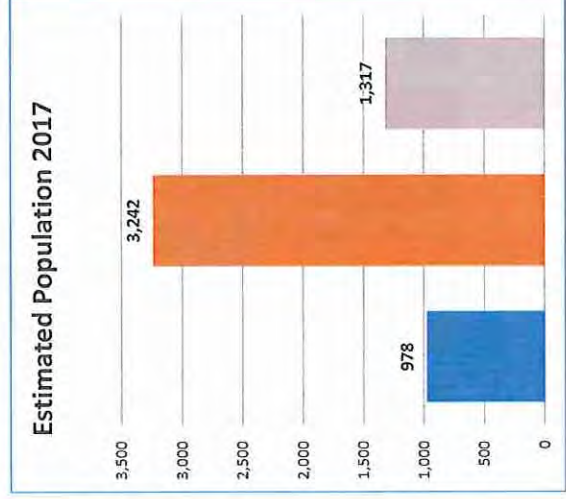
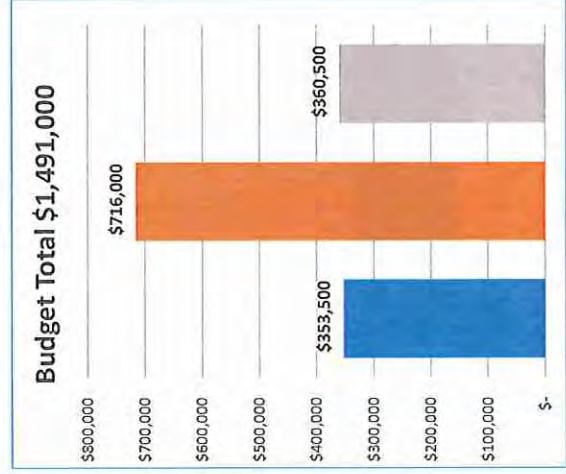


2021 Incidents by Area



Area	March 31	%
Saugatuck North	35	18.1
Saugatuck South	7	3.6
Douglas	48	24.9
Township North	28	14.5
Township South	43	22.3
I-196	18	9.3
Outside Area	14	7.3
Total	193	100.0

2021 Key numbers for Tri-Community

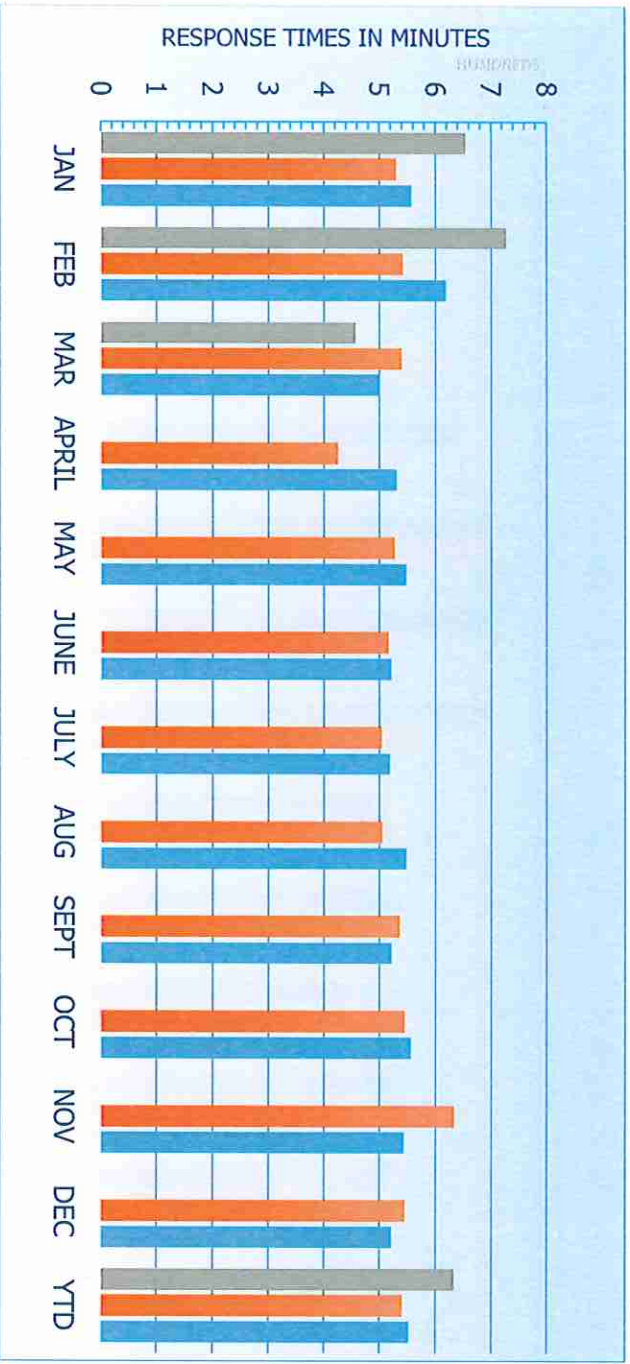


	Square Miles	Budget	%	Est. Population 2017	%	Call Volume	%
Saugatuck City	1.47	\$ 353,500	24.7	978	17.66	42	24.14
Saugatuck Township	24.21	\$ 716,000	50.1	3,242	58.55	84	48.28
City of Douglas	1.98	\$ 360,500	25.2	1,317	23.79	48	27.59
Total	27.66	\$ 1,430,000	100.0	5,537	100.00	174	100.00

2019-2021 Response Times by Month

[From 2019 Response Times are now emergencies that requires lights and siren.]

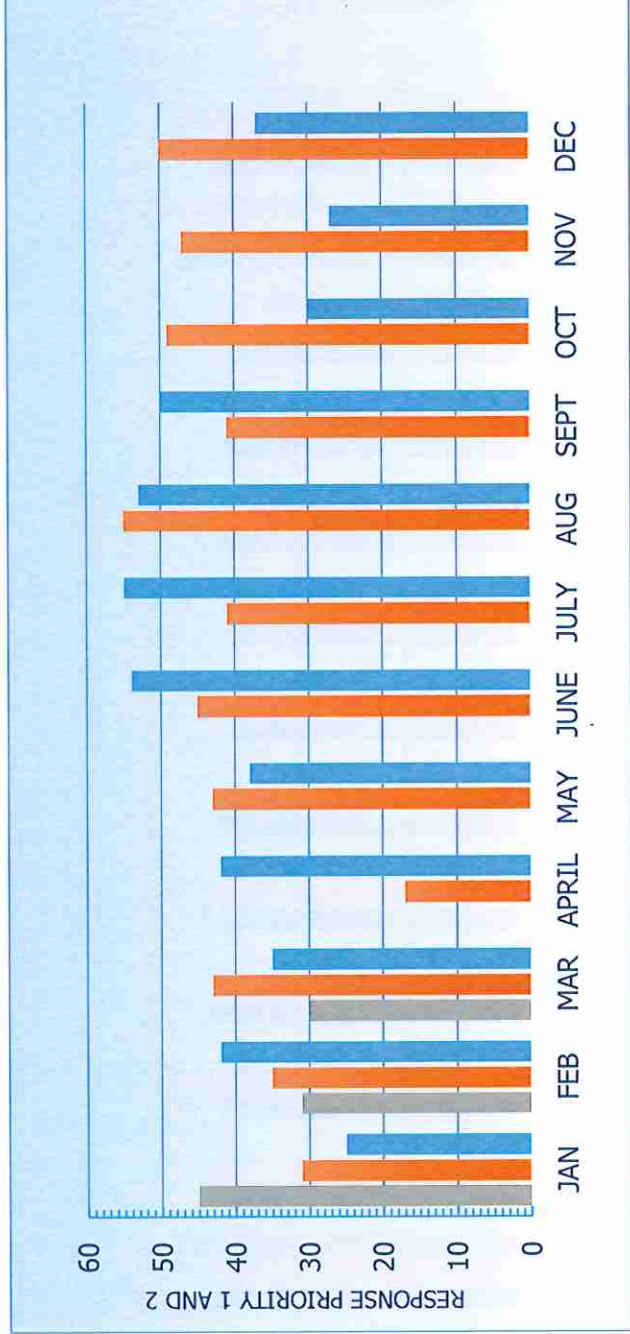
Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
2021	6:54	7:28	4:57										6:33
2020	5:30	5:42	5:40	4:25	5:27	5:16	5:04	5:05	5:36	5:45	6:33	5:45	5:40
2019	5:57	6:19	5:00	5:31	5:48	5:21	5:19	5:48	5:22	5:56	5:44	5:22	5:53



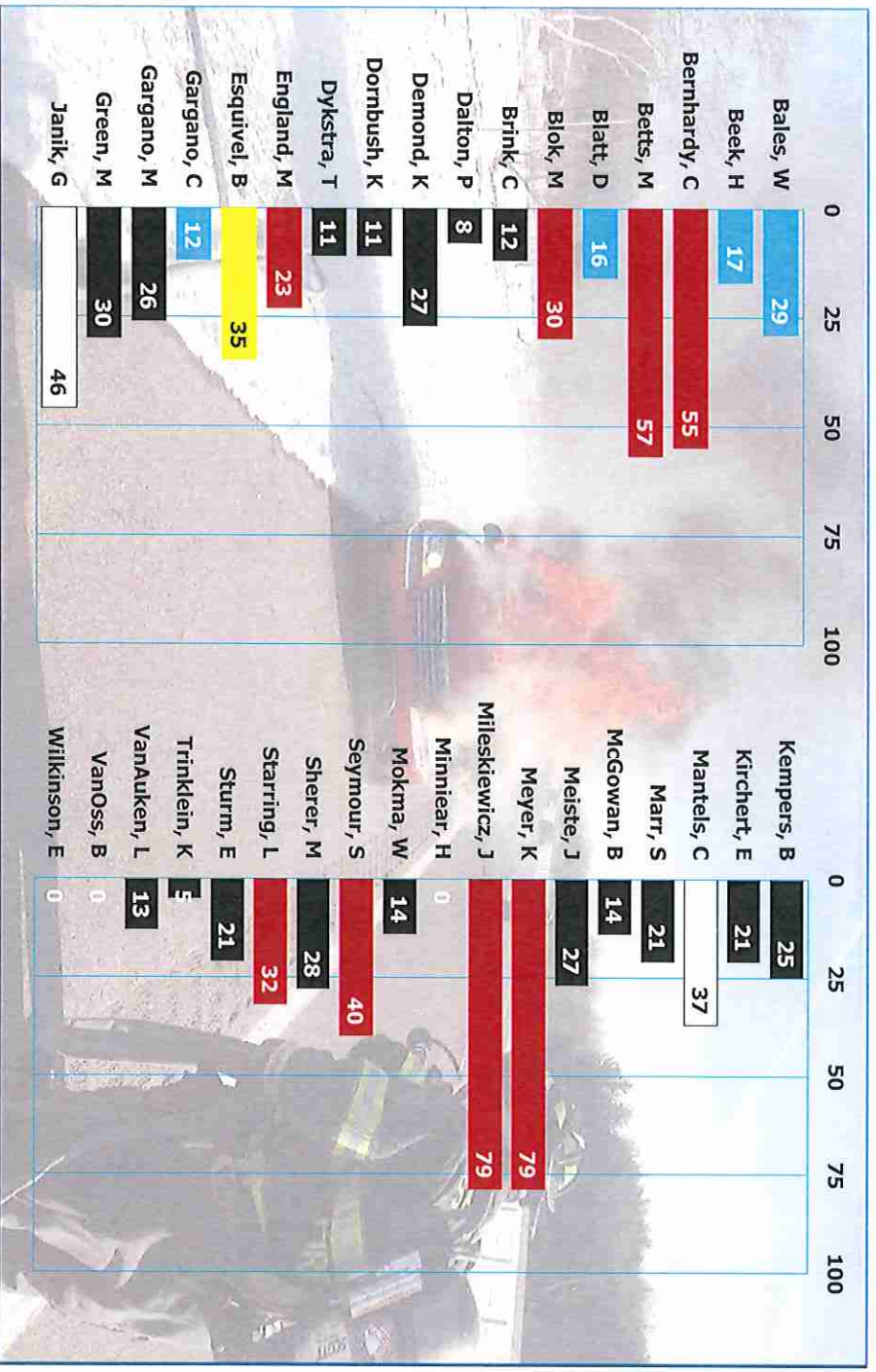
2020 Emergency Responses

[Priority 1 and 2 responses per month in our district.]

Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
2020	45	31	30										106
2020	31	35	43	17	43	45	41	55	41	49	47	50	497
2019	25	42	35	42	38	54	55	53	50	30	27	37	488



2021 Personnel Response to Incidents



Total Incidents: 130

Chiefs

Officers

Firefighters

EMS

Trainee



Incidents for March 2021



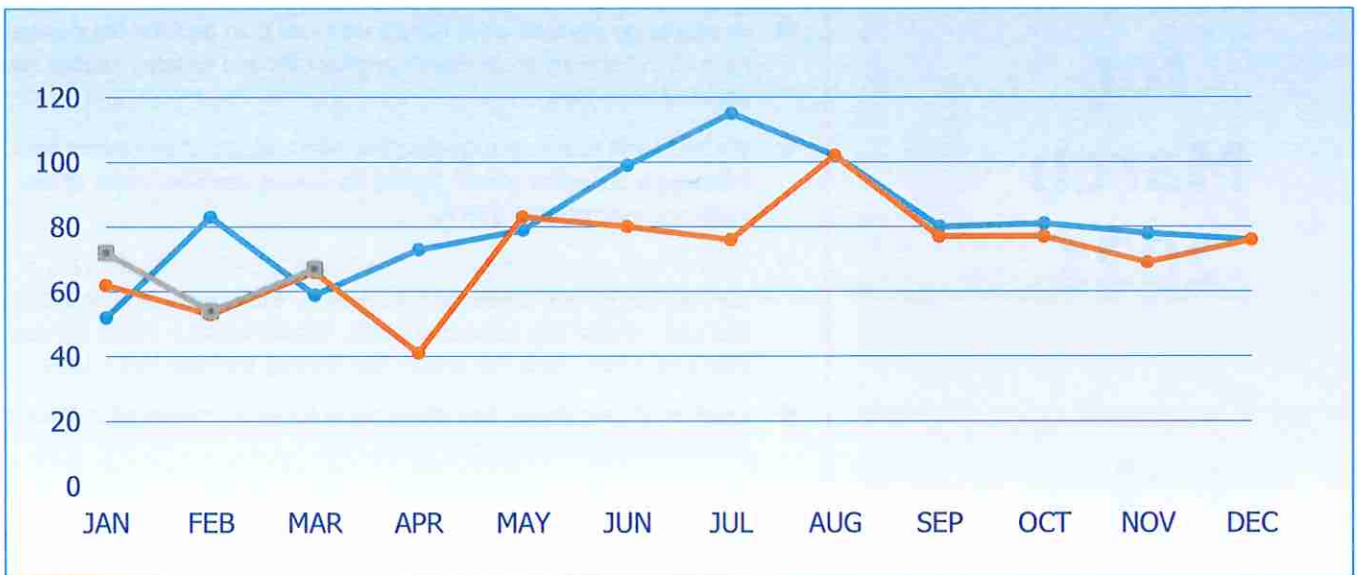
Summary of Incidents

- ❖ March was showing a very random call pattern for service. We had eight days with no calls at all and 4 days with just 1 call a day. For most of the month it looked like to be a month below average numbers. However the last two days of the month we responded to 16 calls. We recorded 67 calls total for the month, a new all time high. Year to date was 193 calls or a 6.6% increase compared to the same period as last year.
- ❖ We start seeing a change in the days of the week for response. At the end of March Monday to Wednesday seem to be the busy days. The hours between 10AM to 4PM is the busy time of the day with a dip early to mid afternoon.
- ❖ Overlapping calls took off in March, we more than doubled the number from 10 in February to 26. Some lengthy calls and weather related issues contributed to that.
- ❖ We had a call to a very large dwelling with a report of an electric fire following a generator install. Luckily no serious damage. Value of the residence estimated to \$2M+.
- ❖ Type of calls comes out as a "normal" month, EMS counts for 52% of our volume. We are preparing ourselves for the construction on I-196 that can increase the number of MVIs. Also an uptick in Public Service calls was noted. Grass fire season has started, we have had 4 so far.
- ❖ Location of calls shows Township counts for 48%, compared to Douglas 28% and Saugatuck City that list at 24%.
- ❖ Our response time for March has gone down to 4:57 or app. 2.5 minutes faster than February. March showed 30 priority 1 and 2 calls (lights and siren).

2021 Incidents by Month

[Green is an all-time high month]

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	72	54	67										193
2020	62	53	66	41	83	80	76	102	77	77	69	76	862
2019	52	83	59	73	79	99	115	102	80	81	78	76	977



2011-21 Incidents by month

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	72	54	67										193
2020	62	53	66	41	83	80	76	102	77	77	69	76	862
2019	52	83	59	73	79	99	115	102	80	81	78	76	977
2018	61	58	55	79	85	94	103	101	83	77	52	59	907
2017	54	35	62	51	68	89	116	76	66	91	48	57	813
2016	47	51	53	64	76	95	113	105	82	64	60	65	875
2015	57	61	50	50	73	67	110	90	71	58	49	47	783
2014	62	51	49	56	85	77	84	59	72	52	59	39	745
2013	67	62	44	39	57	53	70	74	42	58	66	58	690
2012	52	33	58	55	54	74	104	77	54	40	52	76	729
2011	42	38	57	34	52	51	92	70	63	61	40	41	641
Average	57	53	55	54	71	78	98	84	69	66	56	58	796

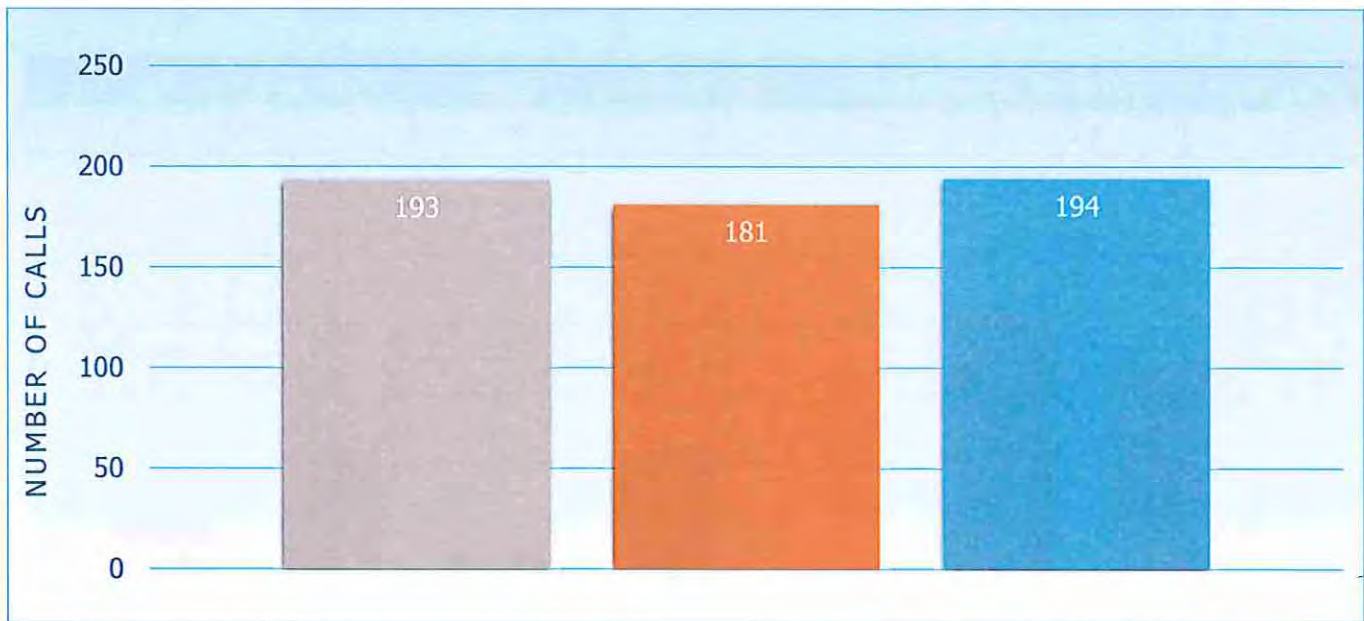
Lowest Highest

1999-2021 Incidents by month

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	72	54	67										193
2020	62	53	66	41	83	80	76	102	77	77	69	76	862
2019	52	83	59	73	79	99	115	102	80	81	78	76	977
2018	61	58	55	79	85	94	103	101	83	77	52	59	907
2017	54	35	62	51	68	89	116	76	66	91	48	57	813
2016	47	51	53	64	76	95	113	105	82	64	60	65	875
2015	57	61	50	50	73	67	110	90	71	58	49	47	783
2014	62	51	49	56	85	77	84	59	72	52	59	39	745
2013	67	62	44	39	57	53	70	74	42	58	66	58	690
2012	52	33	58	55	54	74	104	77	54	40	52	76	729
2011	42	38	57	34	52	51	92	70	63	61	40	41	641
2010	36	26	46	52	50	48	98	72	58	54	40	32	612
2009	46	46	38	40	43	61	65	57	58	45	44	49	592
2008	46	35	23	32	41	53	101	54	43	48	29	53	558
2007	35	44	34	39	44	64	78	59	55	37	33	37	559
2006	41	33	41	23	58	48	64	46	42	43	47	42	528
2005	42	28	48	47	37	57	75	58	49	40	40	34	555
2004	41	28	34	34	51	45	50	48	46	51	30	41	499
2003	25	30	35	36	54	61	55	63	39	35	39	45	517
2002	36	27	41	35	35	54	62	65	53	44	36	30	518
2001	29	33	38	38	46	51	69	43	46	43	34	28	498
2000	44	40	44	50	42	48	64	38	41	42	46	45	544
1999	32	34	31	31	37	37	41	40	31	39	31	31	415
Average	47	43	46	45	57	64	82	68	57	54	45	47	645

Lowest Highest

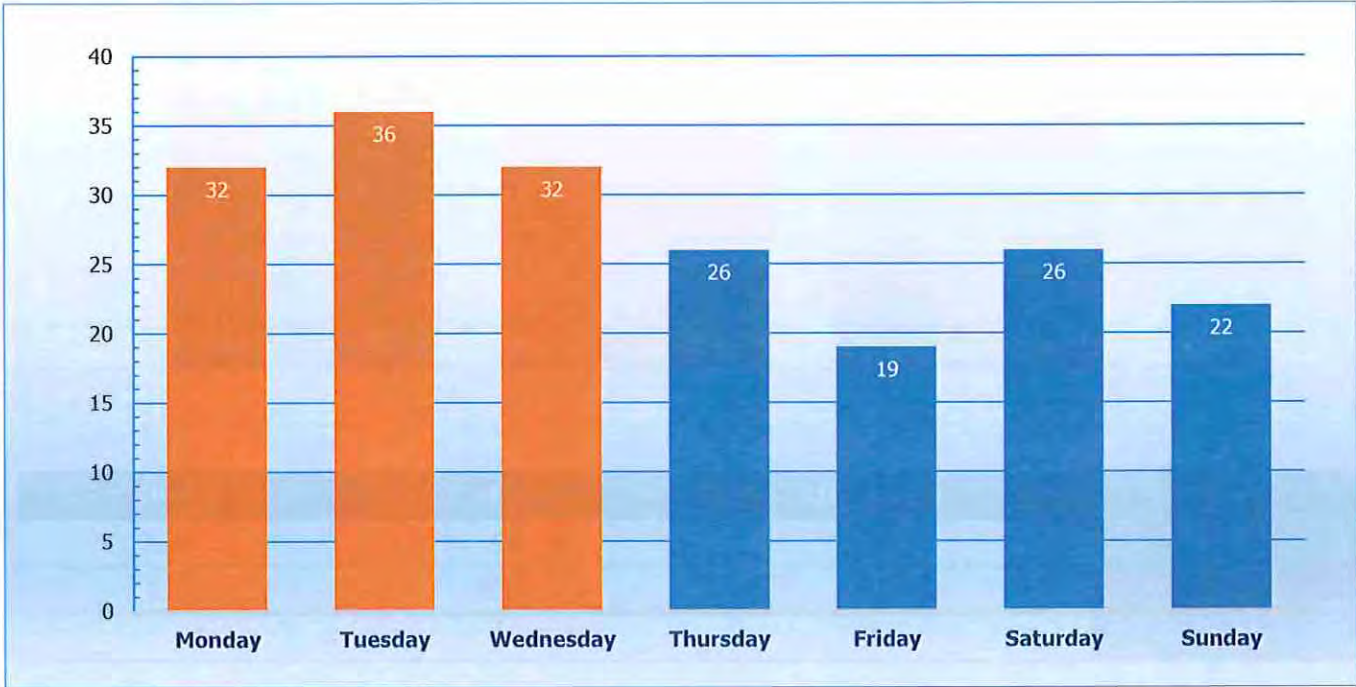
2019-2021 Incident Comparison



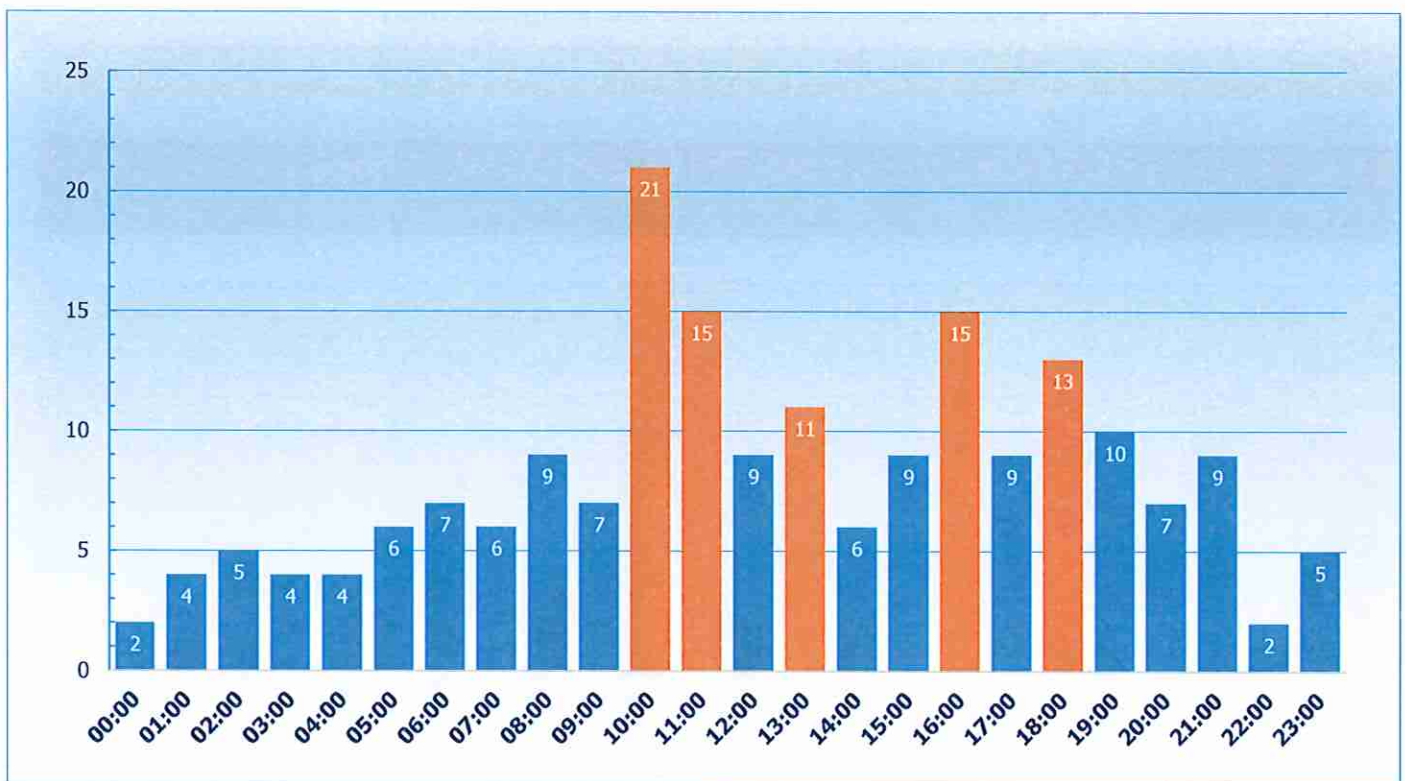
Year	March 31	+/-	+/- %
2021	193	12	6.6
2020	181	(13)	(6.7)
2019	194		

2021 Incidents per Day of the Week

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
32	36	32	26	19	26	22



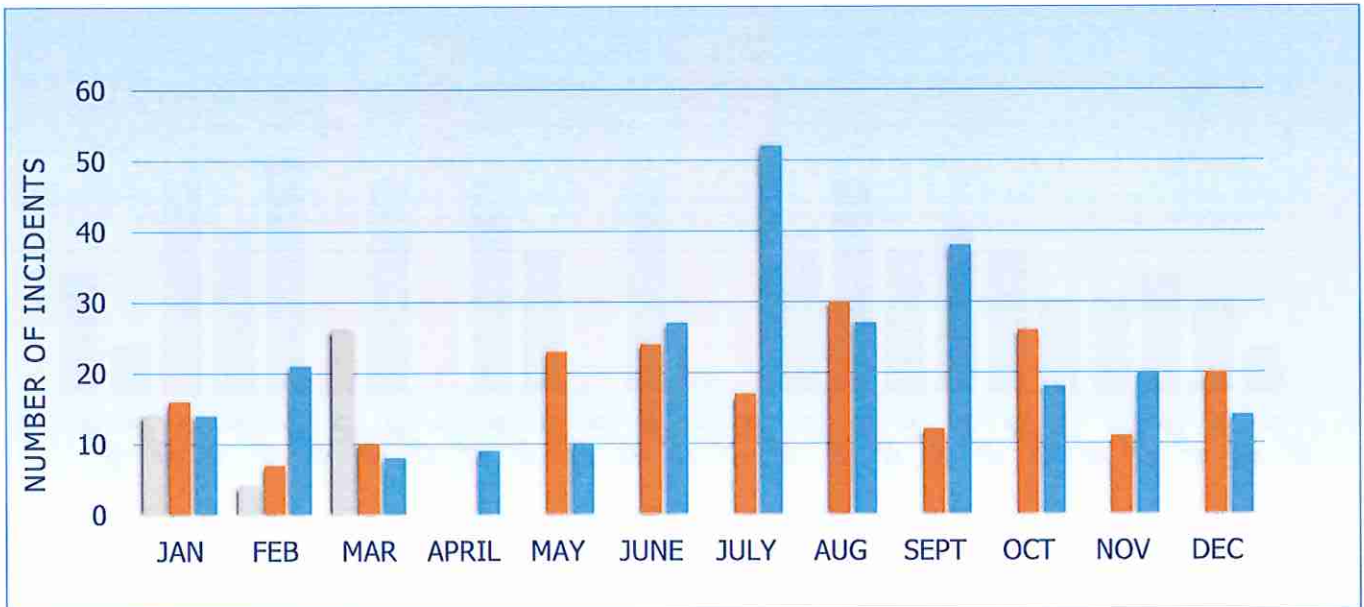
2021 Incidents by Time of Day



2021 Overlapping Incidents YTD

[Another emergency incident that requires fire department response that occurs within the time frame of a previous emergency incident.]

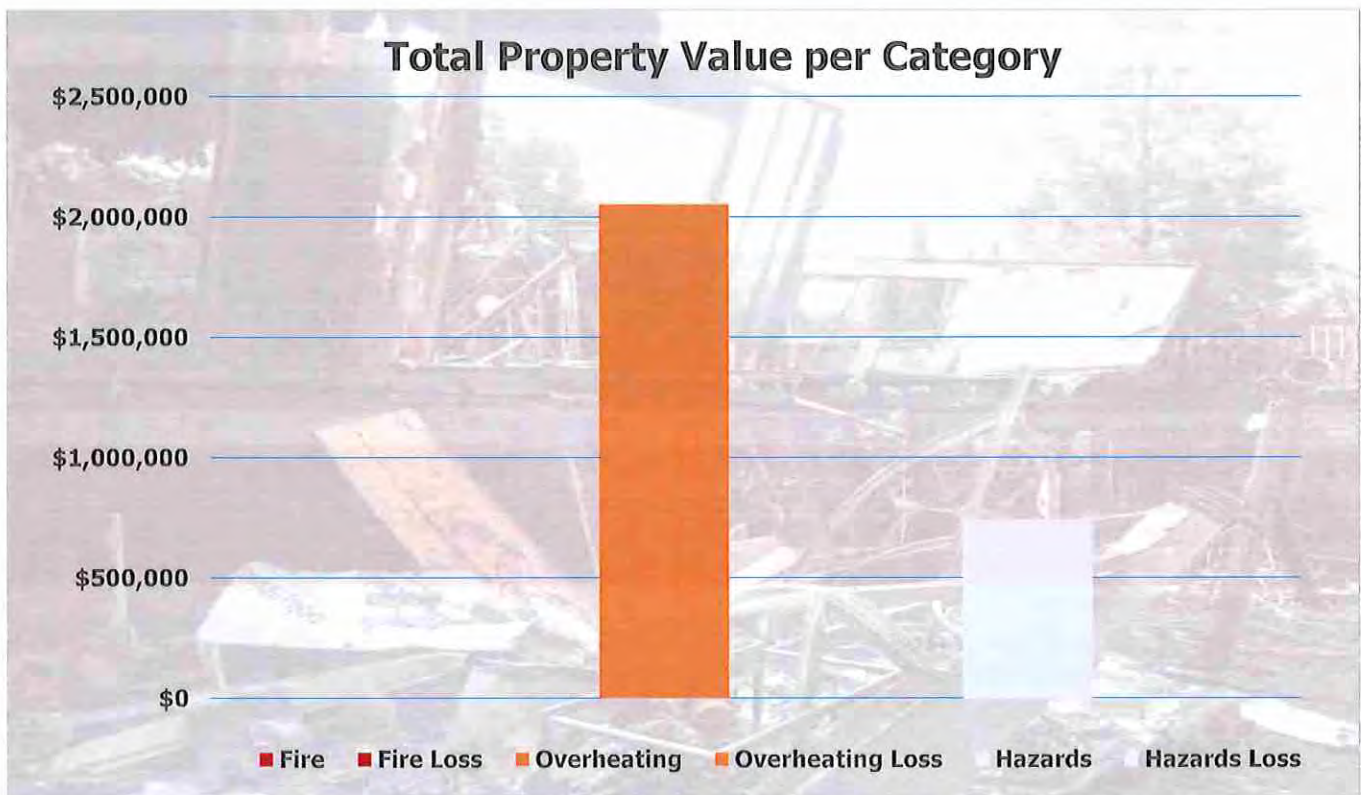
Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2021	14	4	26										44
2020	16	7	10	0	23	24	17	30	12	26	11	20	196
2019	14	21	8	9	10	27	52	27	38	18	20	14	258



2021 Protected Property Value

NFIRS Category	Call #	Date	Address	Zillow Market Value	Loss
Fire					
			TOTAL	\$0	\$0
Overpressure Explosion, Overheat - No Fire					
251	210184	03/30/2021	Lakeshore Drive	\$2,052,909	\$0
			TOTAL	\$2,052,909	\$0
Hazardous Conditions - No Fire					
412	210019	01/07/2021	Elizabeth Street	\$418,233	\$0
412	210094	02/14/2021	Sandra Lane	\$248,287	\$0
412	210101	02/14/2021	Maple Lane	\$75,000	\$0
			TOTAL	\$741,520	\$0

2020 Protected Property Value



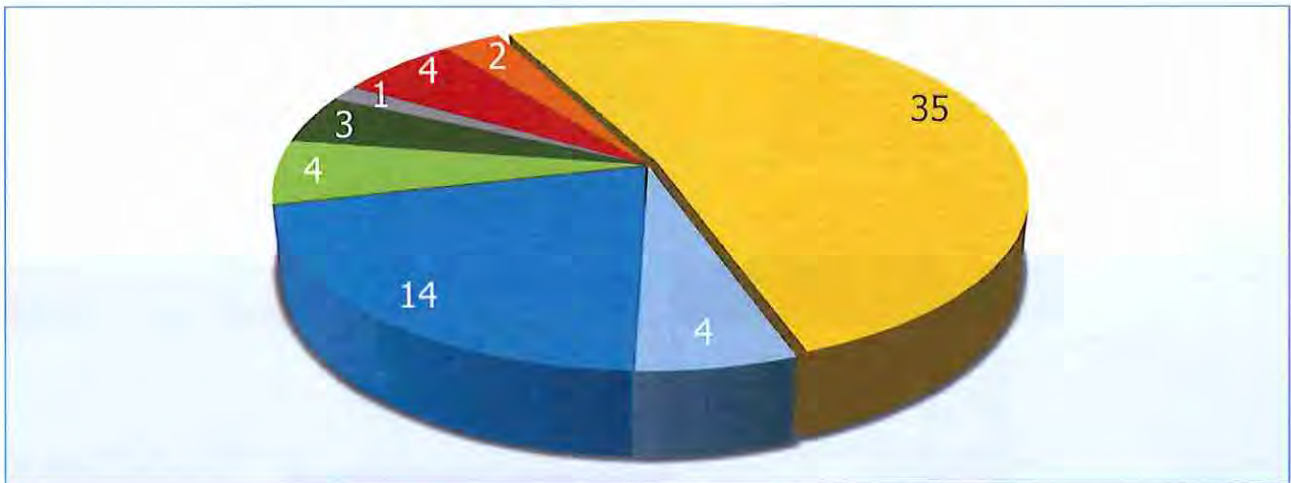
National Fire Incident Reporting System (NFIRS) Incident Code Guide

100 Series (Fire)	200 Series (Overpressure Explosion, Overheat - No Fire)	400 Series (Hazardous Conditions - No Fire)	600 Series (Good Intent Calls)
<p>(11) Structure Fire</p> <ul style="list-style-type: none"> - (111) Building Fire - (112) Fires in structures other than in a building - (113) Cooking fire, confined to container - (114) Chimney or flue fire, confined to chimney or flue - (115) Incinerator overload or malfunction, fire confined - (116) Fuel burner/boiler malfunction, fire confined - (117) Commercial compactor fire, confined to rubbish - (118) Trash, or rubbish fire in a structure, no flame damage <p>(12) Fire in mobile property used as a fixed structure</p> <ul style="list-style-type: none"> - (121) Fire in mobile home used as a fixed residence - (122) Fire in motor home, camper, recreational vehicle - (123) Fire in portable building, fixed location <p>(13) Mobile property (vehicle) fire</p> <ul style="list-style-type: none"> - (131) Passenger vehicle fire - (132) Road freight or transport vehicle fire - (133) Rail vehicle fire - (134) Water vehicle fire - (135) Aircraft vehicle fire - (136) Self-propelled motor home or recreational vehicle fire - (137) Camper or recreational vehicle - (138) Off-road vehicle or heavy equipment fire <p>(14) Natural vegetation fire</p> <ul style="list-style-type: none"> - (141) Forest, woods, or wildland fire - (142) Brush, or bush and grass mixture fire - (143) Grass fire, includes fire confined to area. <p>(15) Outside rubbish fire</p> <ul style="list-style-type: none"> - (151) Outside rubbish, trash, or waste fire - (152) Garbage dump or sanitary landfill fire - (153) Construction or demolition landfill fire - (154) Dumpster or other outside trash receptacle fire - (155) Outside stationary compactor/compacted trash fire <p>(16) Special outside fire</p> <ul style="list-style-type: none"> - (161) Outside storage fire on residential or commercial/ industrial property - (162) Outside equipment fire - (163) Outside gas or vapor combustion explosion - (164) Outside mailbox fire <p>(17) Cultivated vegetation, crop fire</p> <ul style="list-style-type: none"> - (171) Cultivated grain or crop fire - (172) Cultivated orchard or vineyard fire - (173) Cultivated trees or nursery stock fire 	<p>(21) Overpressure rupture from steam (no ensuing fire)</p> <ul style="list-style-type: none"> - (211) Overpressure rupture of steam pipe or pipeline - (212) Overpressure rupture of steam boiler - (213) Steam rupture of pressure or process vessel <p>(22) Overpressure rupture from air or gas - no fire</p> <ul style="list-style-type: none"> - (221) Overpressure rupture of air or gas pipe/pipeline - (222) Overpressure rupture of boiler from air or gas - (223) Air or gas rupture of pressure or process vessel <p>(23) Overpressure rupture, chemical reaction - no fire</p> <ul style="list-style-type: none"> - (231) Chemical reaction rupture of pressure or process vessel <p>(24) Explosion (no fire)</p> <ul style="list-style-type: none"> - (241) Munitions or bomb explosions (no fire) - (242) Blasting agent explosion (no fire) - (243) Fireworks explosion (no fire), all classes of fireworks <p>(25) Excessive heat, scorch burns with no ignition</p> <ul style="list-style-type: none"> - (251) Excessive heat, scorch burns with no ignition 	<p>(41) Combustible/flammable spills & leaks</p> <ul style="list-style-type: none"> - (411) Gasoline or other flammable liquid spill, Class I - (412) Gas leak (natural gas or LPG) - (413) Oil or other combustible liquid spill, Class II or III <p>(42) Chemical release, reaction or toxic condition</p> <ul style="list-style-type: none"> - (421) Chemical hazard (no spill or leak) - (422) Chemical spill or leak - (423) Refrigeration leak - (424) Carbon monoxide incident <p>(43) Radioactive condition</p> <ul style="list-style-type: none"> - (431) Radiation leak, radioactive material <p>(44) Electrical wiring/equipment problem</p> <ul style="list-style-type: none"> - (441) Heat from short circuit (wiring), defective/worn insulation - (442) Overheated motor or wiring - (443) Breakdown of light ballast - (444) Power line down - (445) Arcing, shorted electrical equipment <p>(45) Biological hazard</p> <ul style="list-style-type: none"> - (451) Biological hazard, confirmed or suspected <p>(46) Accident, potential accident</p> <ul style="list-style-type: none"> - (461) Building or structure weakened or collapsed - (462) Aircraft standby - (463) Vehicle accident, general cleanup <p>(47) Explosive, bomb removal</p> <ul style="list-style-type: none"> - (471) Explosive, bomb removal (for bomb scare, use 721) <p>(48) Attempted burning, illegal action</p> <ul style="list-style-type: none"> - (481) Attempt to burn - (482) Threat to burn 	<p>(61) Dispatched and canceled enroute</p> <ul style="list-style-type: none"> - (611) Dispatched & canceled enroute <p>(62) Wrong location, no emergency found</p> <ul style="list-style-type: none"> - (621) Wrong location - (622) No incident found at dispatch address <p>(63) Controlled burning</p> <ul style="list-style-type: none"> - (631) Authorized controlled burning - (632) Prescribed fire (with prior written, approved fire plan) <p>(64) Vicinity alarm</p> <ul style="list-style-type: none"> - (641) Vicinity alarm (incident in other location) <p>(65) Steam, other gas mistaken for smoke</p> <ul style="list-style-type: none"> - (651) Smoke scare, odor of smoke, not steam - (652) Steam, vapor, fog or dust thought to be smoke - (653) Smoke from barbecue, tar kettle (not hostile fire) <p>(66) EMS call where party has been transported</p> <ul style="list-style-type: none"> - (661) EMS call, party transported by non-fire agency <p>(67) Hazmat release Investigation w/ no hazmat</p> <ul style="list-style-type: none"> - (671) Hazmat release investigation w/ no hazmat found - (672) Biological hazard, none found
	<p>300 Series (Rescue & EMS Incidents)</p>		<p>700 Series (False Alarms & False Calls)</p>
	<p>(31) Medical assist</p> <ul style="list-style-type: none"> - (311) Medical assist, assist EMS crew <p>(32) Emergency medical service (EMS) incident</p> <ul style="list-style-type: none"> - (321) EMS call, excluding vehicle accident with injury - (322) Vehicle accident with injuries - (323) Motor vehicle/pedestrian accident (MV Ped) - (324) Motor vehicle accident with no injuries <p>(33) Lock-in</p> <ul style="list-style-type: none"> - (331) Lock-in, includes vehicles (if lock-out, use 511) <p>(34) Search for lost person</p> <ul style="list-style-type: none"> - (341) Search for person on land - (342) Search for person in water - (343) Search for person underground <p>(35) Search for person rescue</p> <ul style="list-style-type: none"> - (351) Extrication of victim(s) from building/structure - (352) Extrication of victim(s) from vehicle - (353) Removal of victim(s) from stalled elevator - (354) Trench/below grade rescue - (355) Confined space rescue - (356) High angle rescue - (357) Extrication of victim(s) from machinery <p>(36) Water or ice-related rescue</p> <ul style="list-style-type: none"> - (361) Swimming/recreational water areas rescue - (362) Ice rescue - (363) Swift water rescue - (364) Surf rescue - (365) Watercraft rescue <p>(37) Electrical rescue</p> <ul style="list-style-type: none"> - (371) Electrocutting or potential electrocuting - (372) Trapped by power lines <p>(38) Rescue or EMS standby</p> <ul style="list-style-type: none"> - (381) Rescue or EMS standby; hazardous conditions 	<p style="text-align: center; background-color: #e0e0e0; padding: 5px;">500 Series (Service Call)</p> <p>(51) Person in distress</p> <ul style="list-style-type: none"> - (511) Lock-out - (512) Ring or jewelry removal, no transport to hospital <p>(52) Water problem</p> <ul style="list-style-type: none"> - (521) Water (not people) evacuation - (522) Water or steam leak, includes open hydrants <p>(53) Smoke problem</p> <ul style="list-style-type: none"> - (531) Smoke or odor removal <p>(54) Animal problem or rescue</p> <ul style="list-style-type: none"> - (541) Animal problem - (542) Animal rescue <p>(55) Public service assistance</p> <ul style="list-style-type: none"> - (551) Assist police or other governmental agency - (552) Police matter - (553) Public service, not government agencies - (554) Assist invalid - (555) Defective elevator, no occupants <p>(56) Unauthorized burning</p> <ul style="list-style-type: none"> - (561) Cover assignment, standby at fire station, move-out - (571) Cover assignment, standby, moveup 	<p>(71) Malicious, miscellaneous false alarm</p> <ul style="list-style-type: none"> - (711) Municipal alarm system, malicious false alarm - (712) Direct tie to FD, malicious false alarm - (713) Telephone, malicious false alarm - (714) Central station, malicious false alarm - (715) Local alarm system, malicious false alarm <p>(72) Bomb scare</p> <ul style="list-style-type: none"> - (721) Bomb scare - no bomb <p>(73) System or detector malfunction</p> <ul style="list-style-type: none"> - (731) Sprinkler activation due to system malfunction or failure - (732) Extinguishing system activation due to malfunction - (733) Smoke detector activation due to malfunction - (734) Heat detector activation due to malfunction - (735) Alarm system activation due to malfunction - (736) CO detector activation due to malfunction <p>(74) Unintentional system/detector operation - no fire</p> <ul style="list-style-type: none"> - (741) Sprinkler activation, no fire - unintentional - (742) Extinguishing system activation - (743) Smoke detector activation, no fire - unintentional - (744) Detector activation, no fire - unintentional - (745) Alarm system activation, no fire - unintentional - (746) Carbon monoxide detector activation, no CO <p>(75) Biological hazard</p> <ul style="list-style-type: none"> - (751) Biological hazard, malicious false report
			<p>800 Series (Severe Weather & Natural Disaster)</p>
			<p>(81) Severe Weather & Natural Disaster</p> <ul style="list-style-type: none"> - (811) Earthquake assessment, not rescue/other service - (812) Flood assessment, not water rescue - (813) Wind storm, tornado/hurricane assessment - (814) Lightning strike (no fire), includes investigation - (815) Severe weather or natural disaster standby
			<p>900 Series (Special Incident Type)</p>
			<p>(91) Citizen complaint</p> <ul style="list-style-type: none"> - (911) Citizen complaint, includes code violations



All Incident Type Codes are part of the National Fire Incident Reporting System standard NFIRS used in this document.

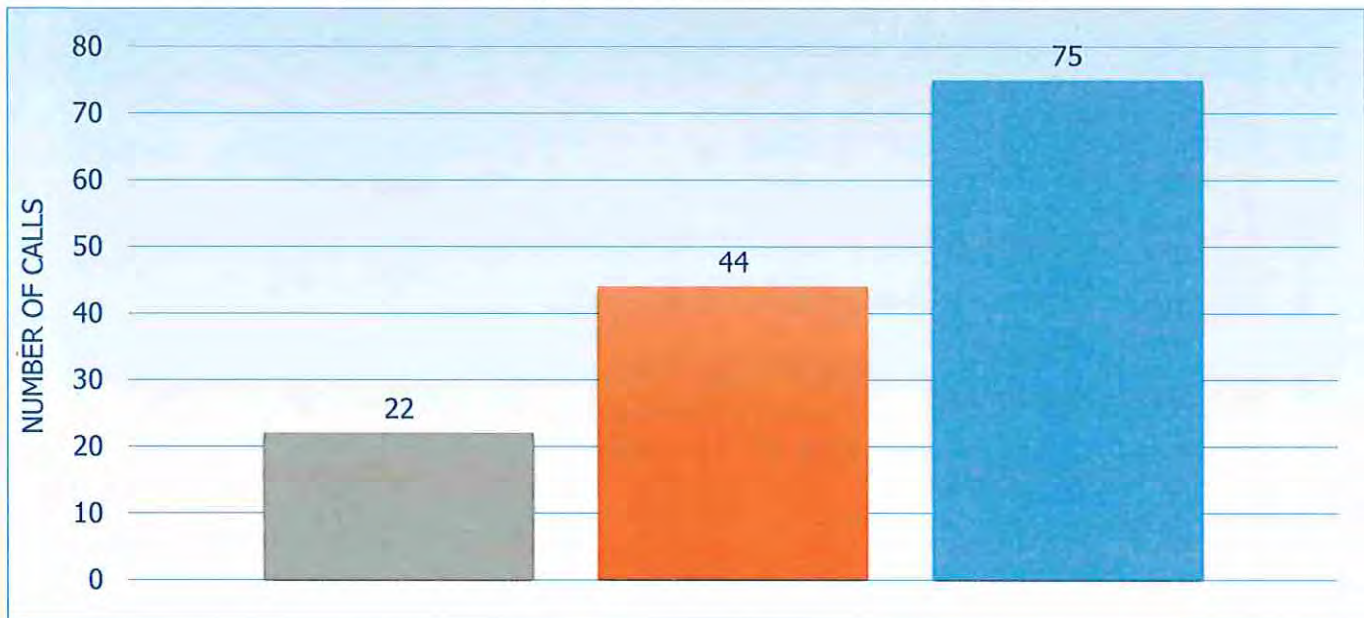
March 2021 Incidents by NFIRS Type



Type Of Incident:	Total Incidents:	Percentage Value:
100s - All types of fire, structure, vehicle and wildland.	4	6.0%
200s - Excessive heat, explosions and ruptured pipelines. No Fire.	2	3.0%
300s - Medical assist, traffic accidents, water and ice rescues.	35	52.2%
400s - Hazardous Conditions, gas leaks and carbon monoxide etc.	4	6.0%
500s - Public service Calls. Water and smoke problems. Animal rescue.	14	20.9%
600s - Cancelled calls, controlled burns and smoke investigation.	4	6.0%
700s - False alarms. Smoke, heat and CO detector malfunctions.	3	4.5%
800s - Severe weather, flooding, storm and lightning strike damage.	0	0.0%
900s - Community participation and citizen concerns.	1	1.5%
	67	100.0%

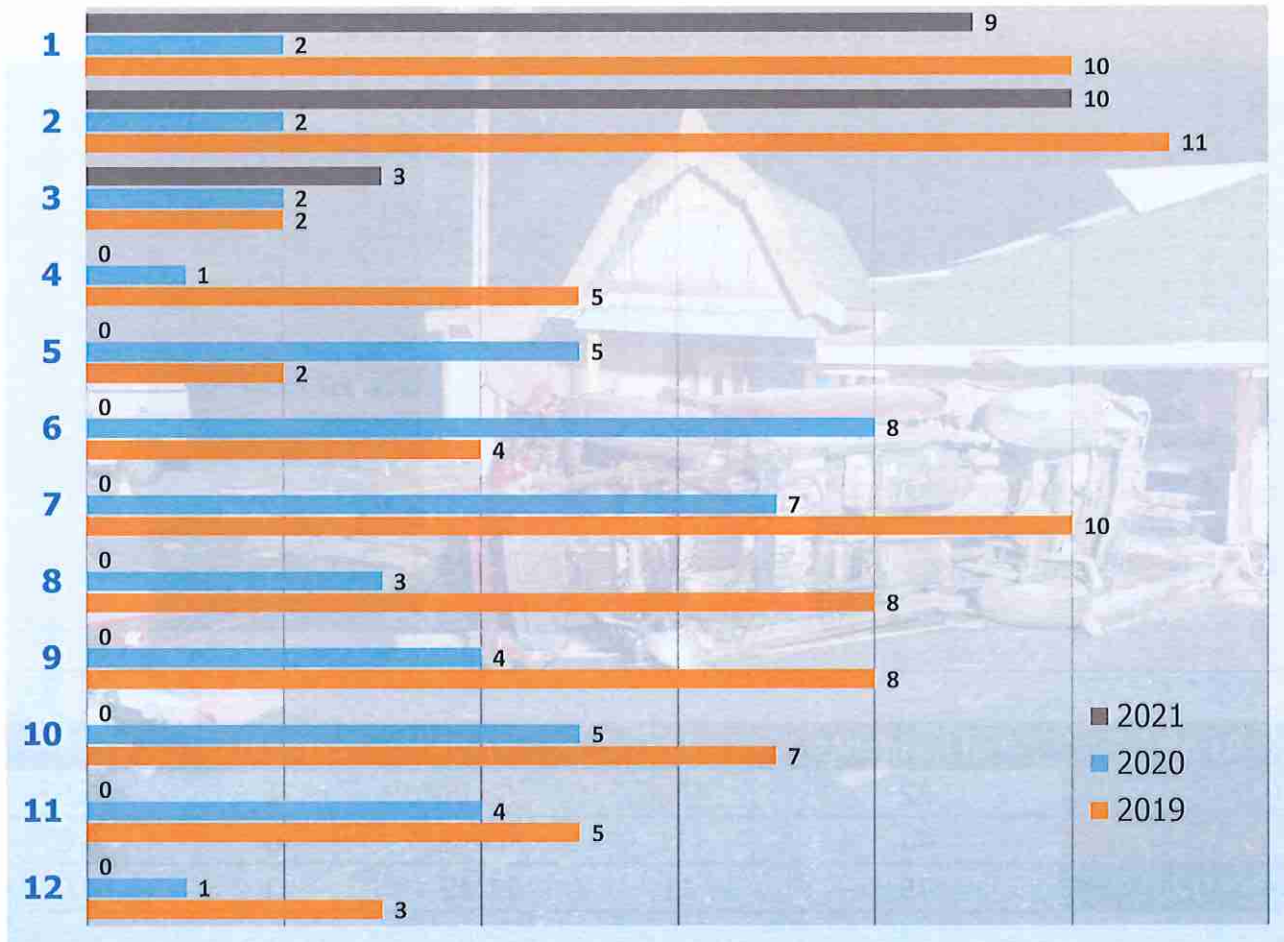
2019-2021 Motor Vehicle Incidents

[All incidents with any motorized vehicle involved in accidents, fires etc.]



As of:	# of Incidents	+/-	+/- %	Extrication	%
03/31/2021	22	(22)	(50.00)	1	4.5
12/31/2020	44	(31)	(41.33)	0	0.0
12/31/2019	75	11	21.15	3	4.0

MV Incidents by Month 2019-2021



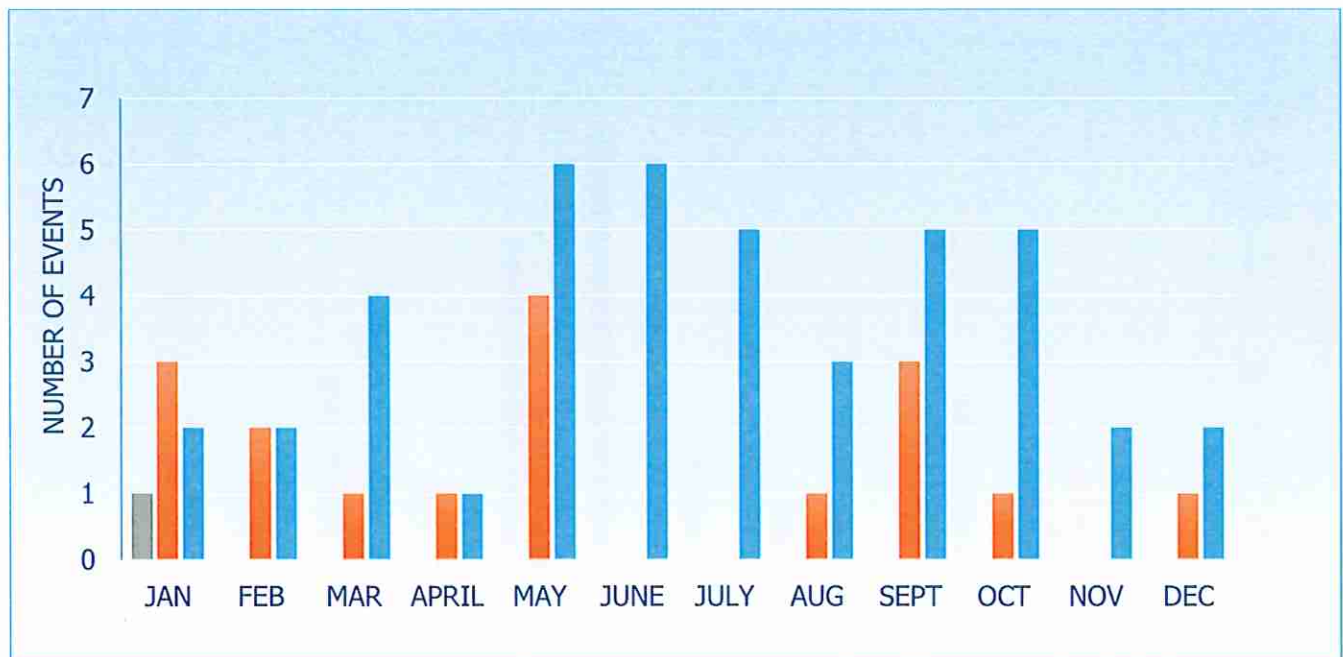
2015-21 MVIs by month

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2021	9	10	3										22
2020	2	2	2	1	5	8	7	3	4	5	4	1	44
2019	10	11	10	5	2	4	10	8	8	7	5	3	83
2018	9	5	4	5	9	5	7	6	6	0	1	7	64
2017	4	4	2	2	7	7	8	4	2	3	2	7	52
2016	15	8	3	13	4	8	16	4	0	2	5	11	89
2015	6	11	3	1	3	6	7	7	4	2	1	2	53
Average	8	7	4	5	5	6	10	6	4	3	3	6	68

Lowest Highest

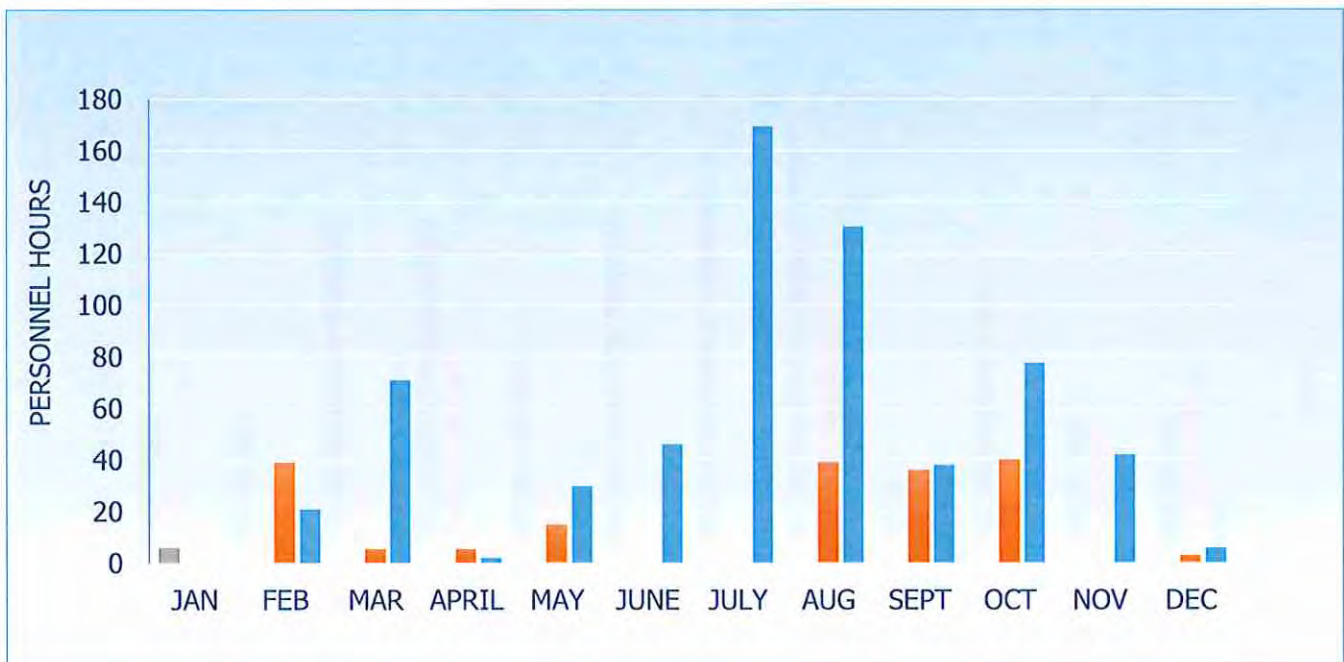
2019-2021 Special Events by month

Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
2021	1	0	0										1
2020	3	2	1	1	4	0	0	1	3	1	0	1	17
2019	2	2	4	1	6	6	5	3	5	5	2	2	43

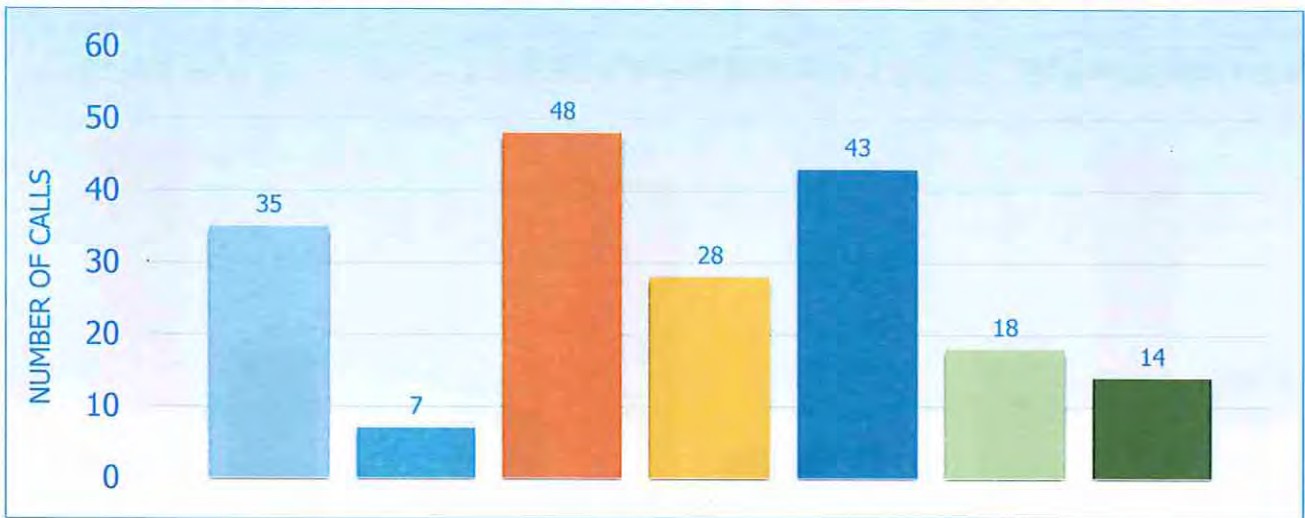


2019-2021 Special Events Personnel Hours

Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
2021	6	0	0										6
2020	0	39	6	6	15	0	0	39	36	40	0	3	183
2019	0	21	71	2	30	46	170	131	38	78	42	6	634

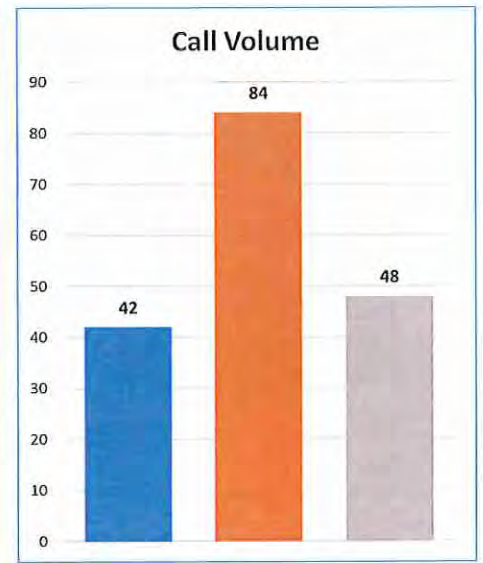
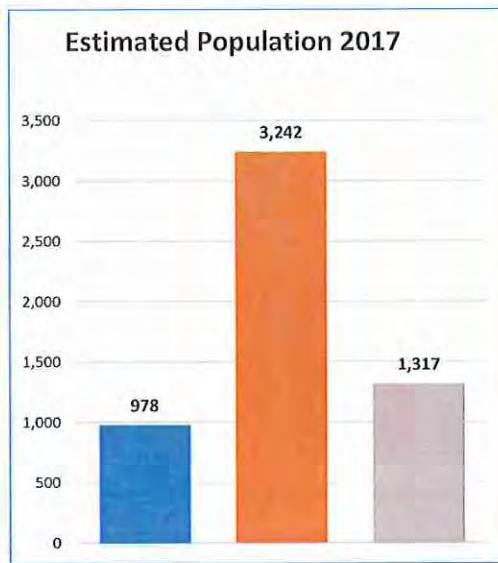
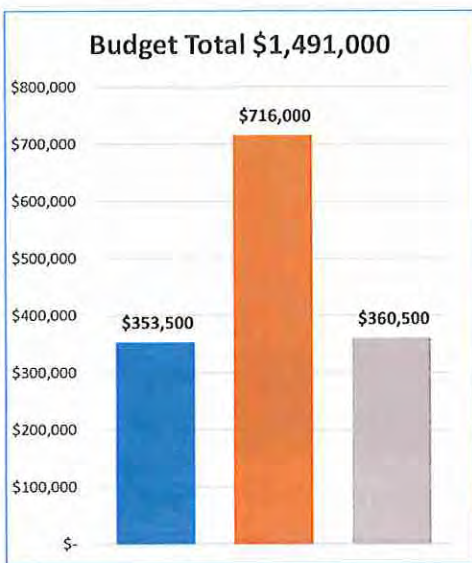


2021 Incidents by Area



Area	March 31	%
Saugatuck North	35	18.1
Saugatuck South	7	3.6
Douglas	48	24.9
Township North	28	14.5
Township South	43	22.3
I-196	18	9.3
Outside Area	14	7.3
Total	193	100.0

2021 Key numbers for Tri-Community

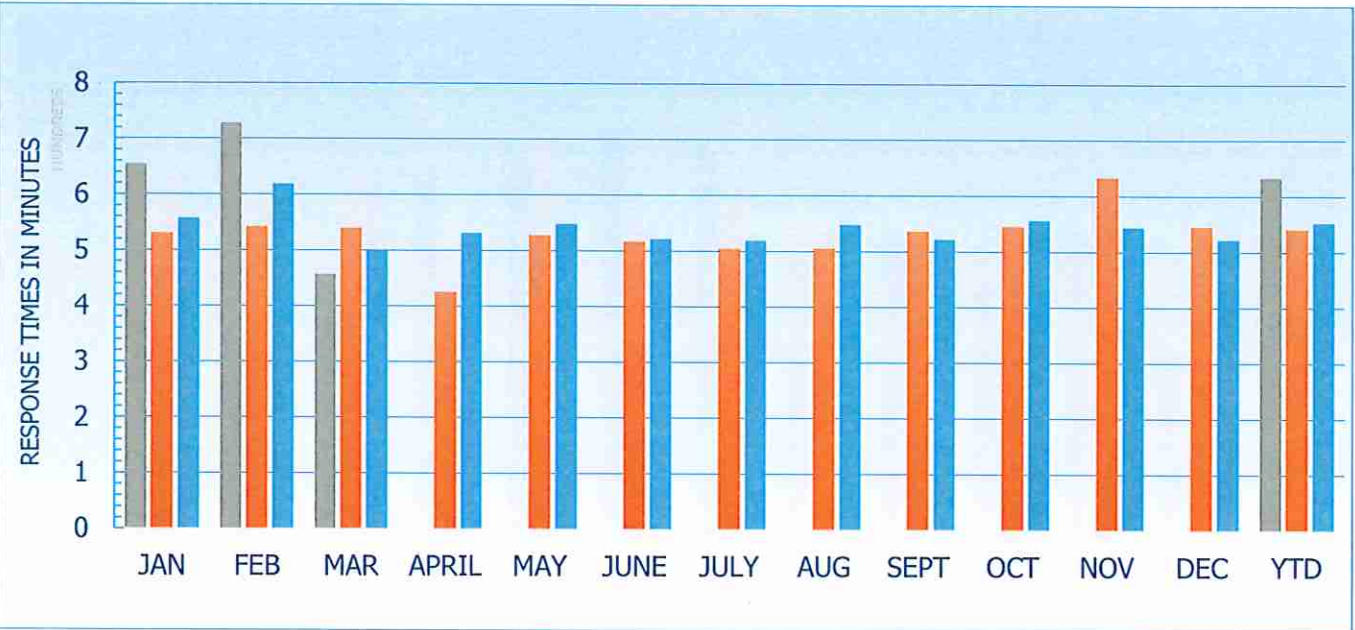


	Square Miles	Budget	%	Est. Population 2017	%	Call Volume	%
Saugatuck City	1.47	\$ 353,500	24.7	978	17.66	42	24.14
Saugatuck Township	24.21	\$ 716,000	50.1	3,242	58.55	84	48.28
City of Douglas	1.98	\$ 360,500	25.2	1,317	23.79	48	27.59
Total	27.66	\$ 1,430,000	100.0	5,537	100.00	174	100.00

2019-2021 Response Times by Month

[From 2019 Response Times are now emergencies that requires lights and siren.]

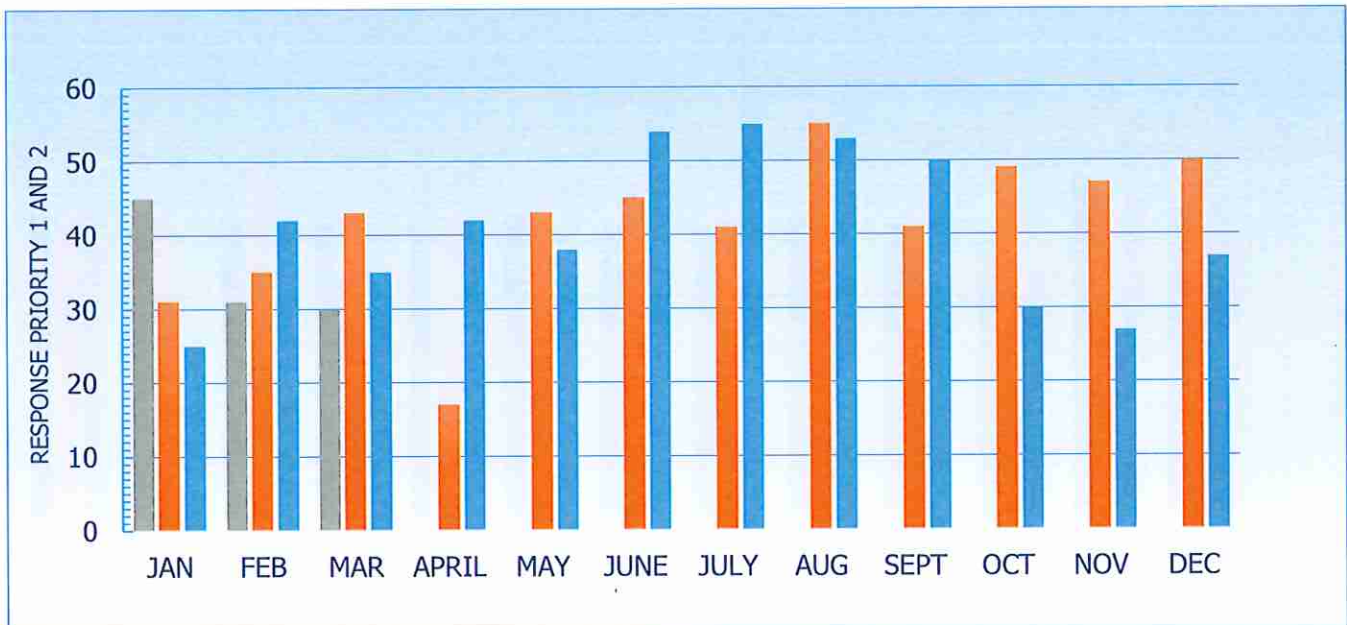
Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
2021	6:54	7:28	4:57										6:33
2020	5:30	5:42	5:40	4:25	5:27	5:16	5:04	5:05	5:36	5:45	6:33	5:45	5:40
2019	5:57	6:19	5:00	5:31	5:48	5:21	5:19	5:48	5:22	5:56	5:44	5:22	5:53



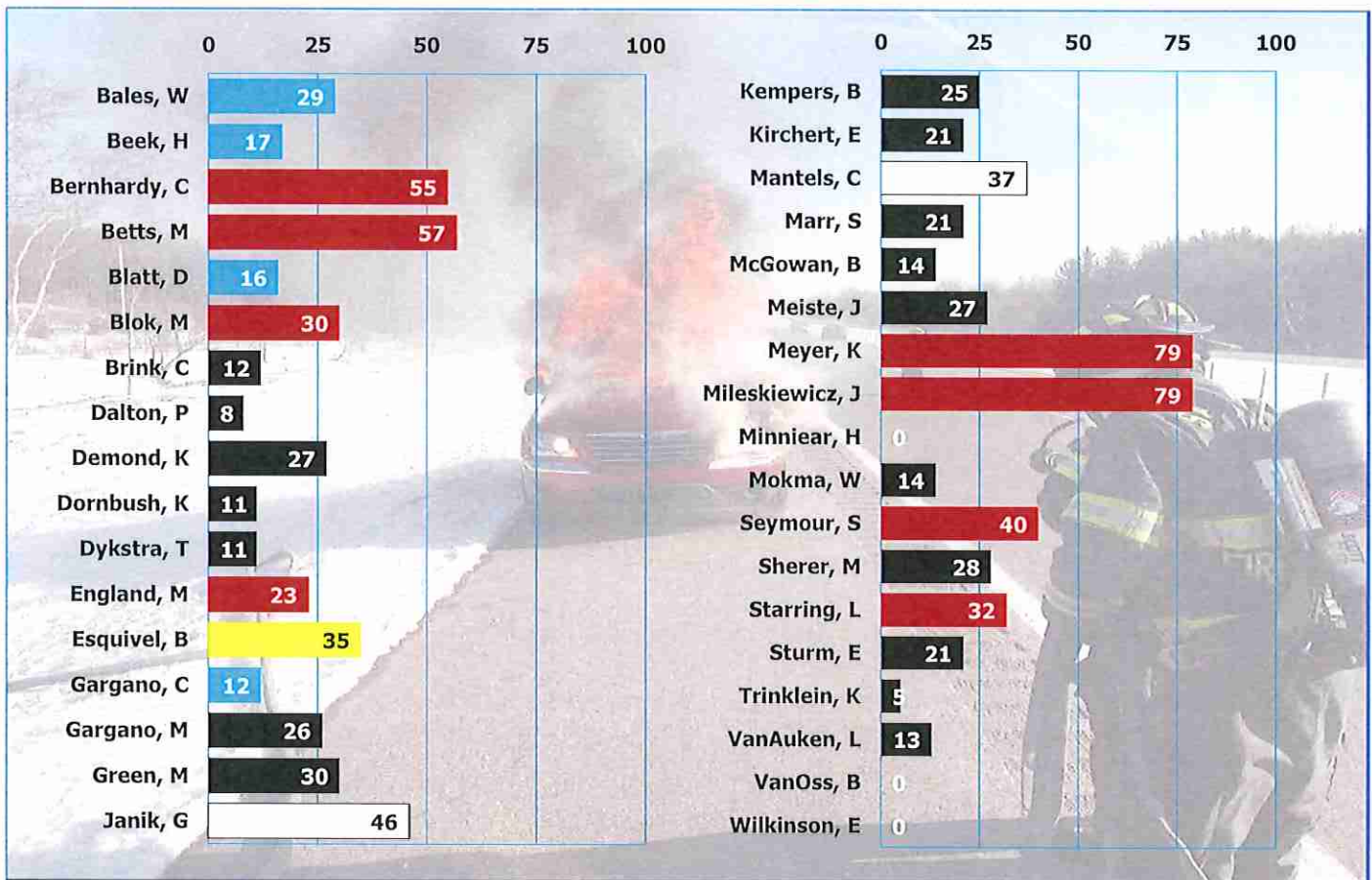
2020 Emergency Responses

[Priority 1 and 2 responses per month in our district.]

Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
2020	45	31	30										106
2020	31	35	43	17	43	45	41	55	41	49	47	50	497
2019	25	42	35	42	38	54	55	53	50	30	27	37	488



2021 Personnel Response to Incidents



Total Incidents: 130

Chiefs

Officers

Firefighters

EMS

Trainee

The Radar Hill Hiking Club has organized a Trail Scramble in observance of National Trails Day on June 5, 2021. Between 10:00 am and 2:00 pm interested people of all ages may pick up a trail card at the Visitors Center in Douglas and then proceed to any of the scheduled locations in the Greater Saugatuck-Douglas area, where a volunteer will stamp the card. After collecting three stamps, coupons on the back of the card become valid, providing special deals at six area merchants. When the Trail Scramble ends at 4:00 pm, participants whose cards have six or more trail stamps are eligible to participate in a drawing for special prizes.

Local organizer Chris Clark of Saugatuck Township says, "Trails Day is about advocating for trails and promoting land conservation. There are more than twenty hiking trails within five miles of the Blue Star Bridge. The Trail Scramble introduces visitors and local folks to some of them, and we hope it sparks interest in exploring the others." Clark says that detailed information about local hiking trails is available online at RadarHill.Club/trails.

There will be other activities on National trails Day, including a service project at Saugatuck Dunes State Park. Guardian Brewing Company will offer four varieties of "Crows Nest Trail Ale" — one flavored with sassafras and the others aged with locally-native wood. Local government proclamations have endorsed the day and the Saugatuck Douglas Area Convention and Visitors Bureau is releasing a folding map of area hiking trails.

Each site on the Trail Scramble is sponsored by one or more organizations, including Saugatuck Douglas Rotary Club, Scout Troop 333, Outdoor Discovery Center, Saugatuck Douglas Historical Society, Southwest Michigan Land Conservancy, Michigan Nature Association, Tri-Community Trail Master Plan, and Friends of the Blue Star Trail.

Local businesses donating coupons and prizes for the event include Isabel's Market and Eatery, Landsharks of Saugatuck, Guardian Brewing, Back Alley Pizza, the Teeny Tiny Toy Store, and Grins of Saugatuck.

The Radar Hill Hiking Club is an outgrowth of the Tri-Community Trail Master Plan, whose goal is to "preserve and expand the ability of visitors and residents to enjoy the natural beauty of the greater Saugatuck/Douglas area." The group recently presented a multi-year proposal to the Saugatuck City Council, seeking the recognition and improvement of existing trails, along with the creation of new trails. Learn more at trailmasterplan.org.

National Trails Day was first observed in 1993 and by 2019 there were more than a thousand local observances across all fifty states. The American Hiking Society promotes the event, along with the National Parks Service and other partners. Commercial sponsors include REI, Merrell, and Sierra Nevada Brewing.

MEMORANDUM



To: City Council

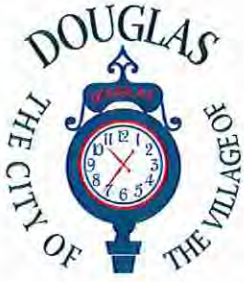
From: Rich LaBombard
City Manager

Date: April 19, 2021

Subject: Draft Social District Management and
Maintenance Plan

The attached draft social district management plan, maintenance plan, frequently asked questions, social district basics, proposed social district map and social district logo are being provided to City Council for informational purposes at this time. No action will be required. The City Council will hold a public hearing on May 3, 2021, to determine if there is sufficient interest in creating a social district for the City of Douglas.

Information only.



City of Douglas Social District

All patrons are asked to drink responsibly, know your limits, and don't drink and drive.

The Centers for Disease Control advises people to wear masks, wash hands often, stay home when sick, maintain 6-foot social distance, adhere to gathering guidelines, and get a COVID-19 vaccine when its available to you.

Social Districts were created by the State of Michigan with Public Act 124 of 2020 as an economic tool available to local municipalities to provide flexibility for food service business by enabling the on-site sale and off-site consumption of alcoholic beverages in designated "Social District" areas. A Social District is a dedicated boundary within a municipality that would allow licensed Michigan Liquor Control Commission (MLCC) permit holders the ability to obtain a City of Douglas permit to sell alcohol to customers for consumption in the commons area of the Social District. The Social District provides an opportunity for patrons to more easily socially distance beyond the expanded outdoor right-of-way seating area already established by the Douglas City Council.

In the social district, qualified liquor licensees with Michigan Liquor Control Commission (MLCC) licensed premises that are contiguous to the commons area within the social district may sell alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the social district. The term commons area means an area within a social district clearly designated and clearly marked by the local governing body that is shared by and contiguous to the premises of at least 2 other qualified licensees. Common area does not include the licensed premises of any qualified licensee.

A qualified licensee is any retailer that holds a license to sell alcoholic liquor for consumption on the premises; a manufacturer with an on-premises tasting room, a manufacturer that holds an off-premises tasting room license; or a manufacturer that holds a joint off-premises tasting room license.

The Downtown Development Authority (DDA) has made a recommendation in support of the social district concept with the current boundaries of the DDA proposed as the boundary of the proposed social district. The attached modified map of the DDA boundary indicates the area included in the social district as discussed with City Council. There are no proposed street closures with the adoption of the social district concept.

The social district concept must be well developed and well communicated in order to be successful. Following are key components of social districts for the municipality, licensees, and patrons.

For the municipality, the process requires:

- A resolution in support of the designation of a social district and commons area.
- Designation of a social district boundary (with map) that contains a commons area that is clearly marked.
- Creation of local management and maintenance plans that includes hours of operations for a commons area. The maintenance plan shall maintain the commons area in a manner that protects the health and safety of the community.
- The governing body may revoke the designation if it determines that the commons area threatens the health, safety, or welfare of the public or has become a public nuisance. Before revoking the designation, the governing body must hold at least one public hearing on the proposed revocation. The governing body shall give notice as required under the open meetings act of the time and place of the public hearing before the public hearing.
- The municipality shall file the designation or revocation of the social district with the Michigan Liquor Control Commission (MLCC).
- The City Clerk shall issue the “Local Governmental Unit Approval for Social District Permit”.

For the licensees, the process requires:

- Obtain approval from the governing body before applying for the MLCC permit
- May sell alcoholic liquor from its premises only. A licensee may not sell alcoholic liquor in the commons area.
- Must make every effort to ensure that it does not sell alcoholic liquor to a minor or intoxicated person.
- Alcoholic liquor sold for consumption in the commons area must comply with ALL of the following:
 - The serving container must prominently display the licensee’s trade name and logo or some other mark that is unique to the licensee that sold the alcohol.
 - The serving container must prominently display a logo or some other mark that is unique to the commons area.
 - The serving container is not made of glass.
 - The serving container does not have a liquid capacity over 16 ounces.
- Licensee shall not allow liquor purchased from another licensee to be brought onto its licensed premises.

Patron requirements:

- May purchase alcoholic liquor from licensed establishments only for removal from premises to be consumed in the commons area.
- May not transport alcoholic liquor onto a licensed premise of another licensee contiguous to the commons area from where the customer did not purchase the alcoholic liquor.
- May not transport by vehicle, foot or any other means the alcoholic liquor outside of the commons area.
- Shall not consume alcoholic liquor in a commercial food establishment if that establishment is not licensed.
- May only consume alcoholic liquor in participating retail businesses.

Douglas Social District Management Plan

Welcome to the City of Douglas Social District. Establishment of social districts is allowed by the Michigan Legislature Public Act 124 of 2020. We encourage all visitors to enjoy the Douglas Social District and practice responsible drinking. Please don't drink and drive.

- The social district is defined by the modified boundaries of the Downtown Development Authority as shown on the attached map.
- The commons area is defined as the sidewalk along both sides of Center Street between Blue Star Highway and Wades Bayou.

Operation: The hours of operation are proposed to be 11:00 a.m. to 10:00 p.m. The opening hours coincide with brunch hours and the closing hour coincides with normal business closing times. The social district will operate seven days a week.

Safety: Safety of residents, visitors and patrons in the social district is paramount. With the ongoing COVID-19 pandemic, wearing a proper mask, maintaining social distancing, and adhering to current Centers for Disease Control gathering limits is encouraged. Hand sanitizing stations are located throughout the downtown and public washroom facilities are located at Beery Field at the east end of the social district.

Security: The Douglas Police Department is located in downtown Douglas and will provide additional vehicle and foot patrols of the social district. In the event of an emergency, please call 9-11 or use the call box located at the west entrance of the Douglas Police Department located at 47 West Center Street.

Permit: Local government permit applications requesting participation in the social district may be obtained by contacting the City Clerk's office. The permit approval process will take approximately one business day to process.

Social district logo: One of the requirements of creating a social district is the creation and use of a logo unique to the district. The purpose of the logo is to establish a visible mark to indicate that the liquor was purchased from a participating licensed establishment. Starter logo stickers will be provided by the Convention and Visitor's Bureau to each participating licensed establishment upon application approval. In addition, the logo will be used to indicate the boundaries of the district to let patrons know they should not proceed beyond the boundary with the alcoholic liquor.

Signage: The social district logo will be included on signage available to all participating establishments. Window clings, tabletop logos, fliers, and sidewalk clings will be displayed to clearly indicate the participants, boundaries, and elements associated with the social district.

To go cups: All alcoholic liquor purchased at a participating licensed vendor shall be contained in a biodegradable cup holding no greater than 16 liquid ounces. Each to go cup must contain the following:

- Social district logo unique to the Douglas Social District
- Logo of the participating licensed vendor
- Date and time of the sale of the alcohol liquor written in bold marking on the exterior of the cup at the time of purchase.

Patron Information: Informational sheets defining the requirements of the social district will be provided by the licensed establishments for the patrons.

Insurance and Liability: The Douglas City Council previously authorized all downtown businesses the opportunity to expand seating into the public right-of-way. As a condition of expanded seating, the businesses needed to provide

certificates of liability to the City. Similarly, those participating businesses will provide insurance to participate in the social district.

Financing: The CVB has offered to assist with the creation of the logo, marketing material, and patron fliers. The DDA has offered to participate with purchase of additional trash receptacles. The City of Douglas will support the district by supplying seasonal workers to maintain the public right-of-way.

Douglas Social District Maintenance Plan

Additional trash receptacles will be installed throughout the social district as well as hand sanitizers located in the downtown.

The City of Douglas will hire additional seasonal groundskeepers to assist in keeping the district clean and free of debris and removal of trash. The permit holders of the district will also assist in the clean up of the Commons Areas within the vicinity of their establishment and will locate a trash receptacle outside of its entrance for disposal of cups.

Daily Tasks:

- Empty trash and replace liners
- Clean and restock restroom facilities
- Collect and dispose of litter
- Ensure public benches and picnic tables are returned to the typical location

Weekly Tasks:

- Check level of hand sanitizing stations and refill as necessary
- Monitor boundary signage to ensure it is installed at the appropriate location

Seasonal Tasks:

- Mark the boundaries of the Social District and Commons Areas with approved signage.
- Install trash cans at each sign that marks the edge of the Commons Area so that patrons can dispose of their cups prior to leaving the authorized area.

Douglas Social District FAQ

Frequently Asked Questions:

What is a social district? A social district was established through Public Act 124 of 2020 as an economic tool available to the food service industry to provide some relief from the restrictions imposed by the ongoing COVID-19 pandemic and allow patrons to more easily social distance. The Michigan Liquor Control Commission and local government issue permits to allow licensed establishments the permission to sell alcoholic liquor to be taken off premises in a to go cup with the social district logo and establishment logo on the cup. The to go cups must remain within the commons area of the social district.

Why create a social district? In response to the COVID-19 pandemic, the social district and right-of-way seating will allow residents, visitors and patrons to achieve greater social distancing while visiting the City's downtown district. The social district will add to the vitality of the downtown as well. It also offers food service establishments a larger area to provide services to patrons.

Does the public support social districts? Residents within 300 feet of Center Street in the downtown will be polled to determine their level of interest and given the opportunity to express their concerns about the creation of the social district. Citizens will also be able to share their concerns with City Council in a written communication format or during verbal public comments during City Council meetings.

What is the benefit of creating a social district? As seen in 2020, the right-of-way seating program added to the vitality of the downtown and allowed people to dine outdoors during the pandemic. Similarly, the benefit of the social district will allow patrons to move about in the downtown district in a safe socially distanced manner.

What is a commons area? The commons area is a clearly defined area in the social district that allows consumption of alcoholic liquor purchased from a licensed vendor. In the case of Douglas, the commons area is both sides of the sidewalk along Center Street from Blue Star Highway to Wades Bayou.

Will the social district be noisy? We don't anticipate the social district will add to the noise of the downtown beyond the normal volume created by visitors.

How will the social district be enforced? The Douglas Police Department, in conjunction with the participating establishments, will educate patrons about the rules of the district. The Douglas Police Department will be responsible for handling any disorderly patrons.

Will streets be closed? We don't anticipate local streets will be closed in the social district.

How can we tell where the social district boundary is? A requirement of the social district is that it will be clearly marked by the municipality. Signage will be placed at the boundaries of the social district to indicate when you are entering the area where participating establishments are located.

What businesses are participating? At this time, permits aren't being issued because City Council hasn't created the social district. However, there is interest among many of the licensed establishments in the district to participate once the district is created and signage is installed.

Where is the commons area? The social district defines the boundary of the participating establishments, and the commons area defines the area where patrons can take open alcohol. The current proposed commons area in the social

district is the sidewalk along Center Street from Blue Star Highway to Wades Bayou. Patrons cannot take labeled to go cups beyond the sidewalk area unless allowed by local businesses.

What is the management plan for? The management plan outlines the permitting process, defines the social district logo, signage requirements, hours of operation, describes the type of cups that can be used, the district boundaries, and the maintenance plan for the district.

Will the social district increase the potential to spread COVID-19? The Social District is a tool that will allow patrons to more easily social distance by increasing the space available to establishments. The City of Douglas has already offered downtown businesses the opportunity to allow seating in the public right-of-way by expanding seating outdoors and allow for greater social distancing. As with any social interaction, the City encourages visitors to wear masks, wash hands frequently, adhere to Centers for Disease Control gathering guidelines, and get vaccinated.

What is the maintenance plan? The maintenance plan outlines the daily, weekly and seasonal maintenance needs of the social district and ensure that a standardized routine is in place to ensure the health, safety and welfare of the public.

Who is paying for the creation of the social district? The Convention and Visitor's Bureau has offered to help establishments get set up for Social Districts and the Downtown Development Authority has offered to pay for elements of the district such as trash cans. The City of Douglas is contributing staffing resources to develop the district and maintain the cleanliness of the district.

How do I know which businesses are participating in the social district? The City has developed a list of Michigan Liquor Control Commission licensees, but at this time we don't have a permit process approved to allow licensees the ability to obtain a permit.

How will the district be enforced? The licensed establishments and the Douglas Police Department will enforce the rules of the social district. The licensed establishments must not sell to minors, nor sell to intoxicated individuals. The licensed establishments risk losing their MLCC license by not assisting with enforcement of district guidelines.

Will the social district create litter? The to go cups used in the social district are intended to be compostable and eliminate the need for costly recycle bins. Every effort will be made by the City and permitted establishments to keep the district clean and free of litter.

Who will pick up garbage generated by to go cups in the district? Maintaining the Social District will be the responsibility of municipal seasonal employees.

How do I report complaints? The Douglas Police Department will take complaints about violations of the social district rules. You may call 9-11 for emergencies. For non-emergencies please call the non-emergency dispatch number (269) 673-3899 or report the incident in person at the Douglas Police Department directly to the Clerk or use the yellow call box at the west entrance. A Douglas police officer will respond to investigate.

What are the hours of the Social District? The proposed hours of the social district are 11:00 a.m. until 10:00 p.m., seven days a week.

How can I tell the liquor was purchased from a licensed vendor? Licensed establishments selling liquor for consumption in the social district must place the liquor in a to go cup with the district logo and establishment logo on the cup. In addition, the cups will be date and time stamped by the licensed establishment. Any other liquor not contained in a cup will be confiscated.

How long will the social district last? The social district and right-of-way seating is proposed to start in May 2020 and run through October and will renew automatically every year, or until the act or expires, or until City Council abandon's the Social District.

How are the social district rules communicated to the patrons? An informational flyer has been developed to share with patrons the boundaries and rules of the social district. Licensed establishments will get information fliers to hand out to patrons when they purchase liquor in a to go cup. A tear off sheet defining the rules will be handed out to the patrons as well and available at licensed establishments.

What keeps a patron from bringing their own liquor into the district? The logo cups help easily identify permitted cups from non-permitted cups in the district. Patrons consuming liquor in the commons area must have purchased the liquor from a licensed establishment and it must be contained in a to go cup with the district logo and licensed establishment logo. Patrons are not allowed to bring personal liquor into the district. Personal liquor will be confiscated.

Will the social district be like Bourbon Street? We expect patrons to conduct themselves in a kind and courteous manner. Due to the nature of our downtown businesses, its anticipated that this will be a relaxed casual atmosphere.

Can I take my liquor into a retail store? Retail establishments may choose to allow or not allow liquor into their businesses.

Can I take my liquor into another restaurant? No, alcoholic liquor purchased from a licensed establishment cannot be taken into another restaurant.

Can I take my liquor into another restaurant right-of-way seating area? No. The right-of-way seating area is an extension of the establishment's liquor license and therefore liquor purchased from another establishment cannot be brought into the right-of-way seating area of another establishment. You may enter the right-of-way seating area and purchase a drink in a to go cup.

What if the citizens are not happy with how the social district is working? You should report your concerns to City Hall. The City Council can revoke the social district at any time with a public hearing.

Do the police department have concerns? Our Police Chief is neither in support or nor against the creation of the district, and does not anticipate that it will create any major concerns or issues, but he will be closely monitoring the evolution of program.

Social District Basics:

All patrons are asked to drink responsibly, know your limits, and don't drink and drive.

The Centers for Disease Control advises people to wear masks, wash hands often, stay home when sick, maintain 6-foot social distance, adhere to gathering guidelines, and get a COVID-19 vaccine when its available to you.

A social district is an economic tool to better allow people to social distance and provide flexibility to the food service industry by allowing patrons to carry alcohol containing beverages out of their establishments for consumption outdoors.

The municipality may create a social district with a resolution of support.

The City Clerk shall issue Social District Permits to licensed establishments.

The municipality will define the boundary of the Social District and must clearly mark the district.

The municipality will create a management and maintenance plan for the district that protects the health and safety of the community.

The municipality and the participating establishments will help to keep the downtown clean and litter free.

The municipality may revoke the Social District designation at any time with a public hearing.

The Douglas Police Department and the licensed establishments will enforce the requirements of the Social District.

Only licensed MLCC establishments may apply for a permit to participate in the Social District.

Licensed establishments must make every effort to not sell to minors or intoxicated persons.

Licensed establishments with City of Douglas permits may sell liquor in to-go cups for consumption in the commons area as shown on the map.

Sixteen ounce to-go cups must contain the Social District logo, date and time of purchase as well as the logo of the licensed establishment where it was purchased.

Liquor not contained in a dated to-go cup with the Social District logo will not be allowed in the district.

Licensed establishments may not allow liquor purchased from another licensee to be brought onto its licensed premises.

Patrons may purchase alcoholic liquor from licensed establishments only for removal from premises to be consumed in the commons area.

Patrons may not carry to-go cups into another licensed establishment.

Patrons may not transport alcoholic liquor outside the commons area.

Patrons shall not consume alcoholic liquor in a commercial food establishment if that establishment is not licensed.

The proposed district is defined as Center Street from Blue Star Highway to Wades Bayou.

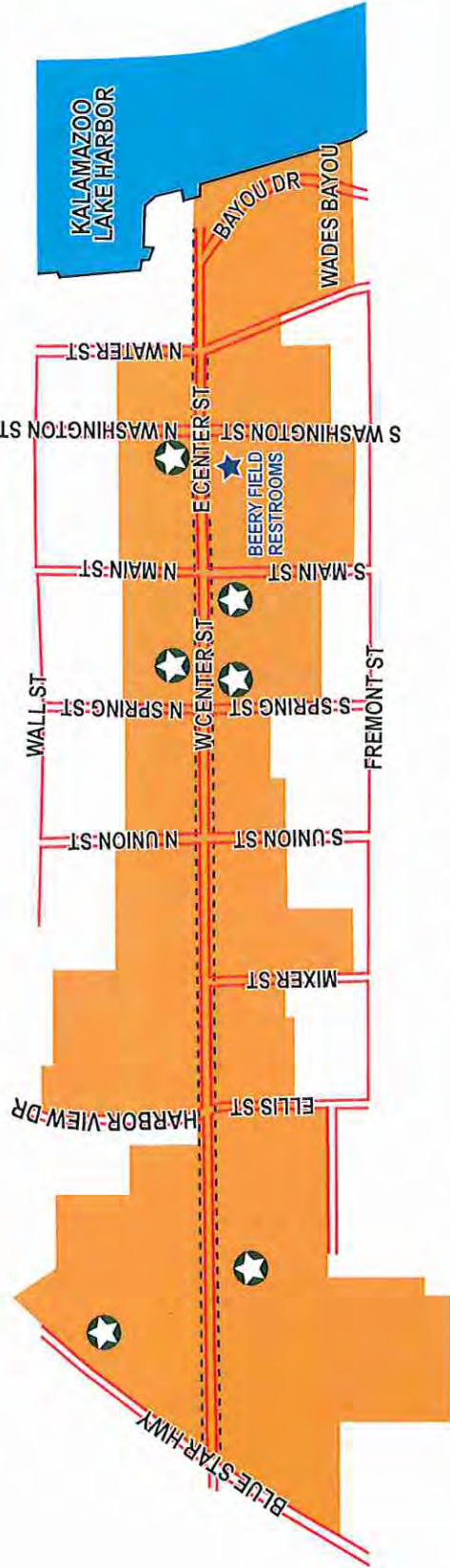
The proposed operational hours are 11:00 a.m. to 10:00 p.m., seven days a week.

Signage and logos will be developed as part of the approval process.



DRAFT

City of Douglas Social District Map

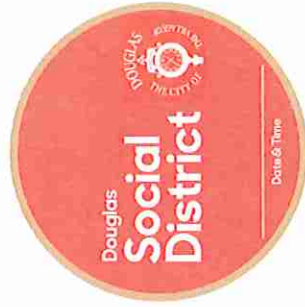


-  **Social District**
 -  **Common Area** (Sidewalks - both sides of Center St. from Blue Star Highway to Wades Bayou)
 -  **Public Restrooms**
 -  **Possible Qualified Licensees**
- The Cove
 Alley's Classic American Diner and Bowl
 Coastal Society Craft Cocktail Bar, Boutique & Eatery
 Wild Dog Grille
 Everyday People Cafe
 Borrowed Time

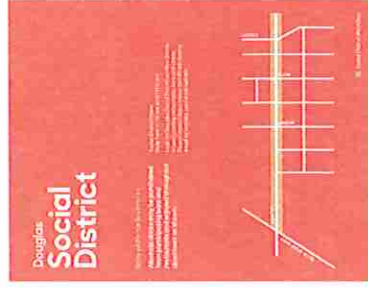
Douglas Social District
Program Components:



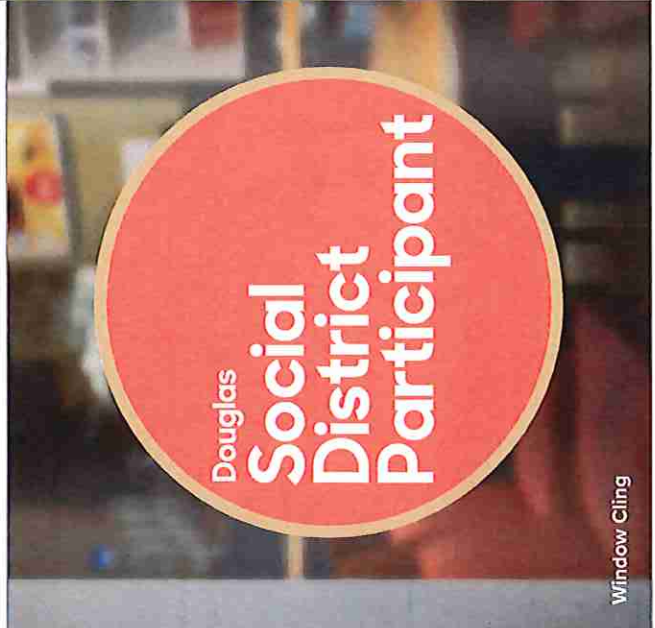
Biodegradable Drink Cup



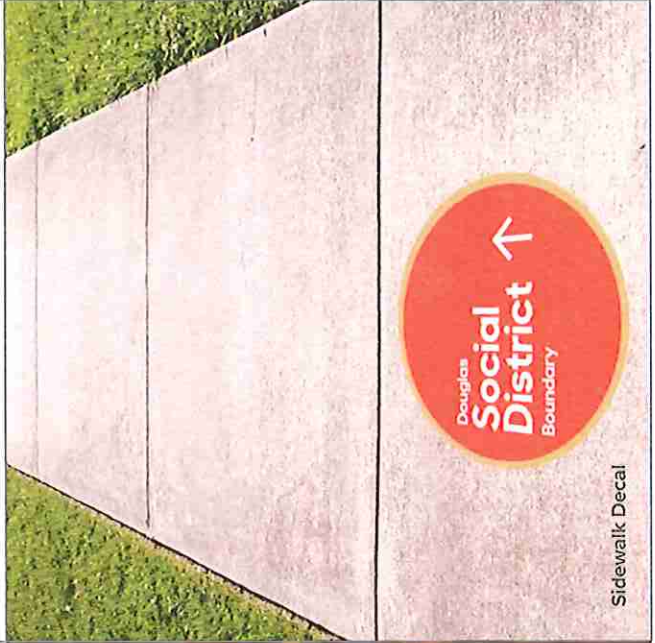
Sticker for Cup



Flyer for Display + Takeaway

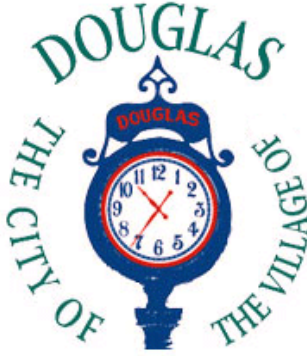


Window Cling



Sidewalk Decal

MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

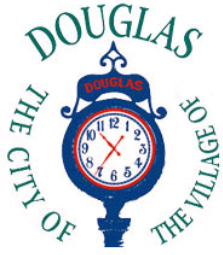
Date: April 19, 2021

Subject: Special Event Application – Chamber Music Festival of Saugatuck

The City of Douglas has received a Special Event Application from the Chamber Music Festival of Saugatuck to reserve Beery Field. The proposed event is scheduled for July 18 with a rain date of July 19 and will be held from 7:00 p.m. - 8:30 p.m. If approved this public event would be a family-friendly concert presented by the world-class Callisto Quartet, perfect for a summer evening out to enjoy beautiful downtown Douglas.

The Callisto Quartet propose to set up on the paved section near the restrooms with the public bringing their own chairs to sit in the grass area.

I recommend City Council approve the Special Event Application from the Chamber Music Festival of Saugatuck organization following the guidance of the Michigan Department of Health and Human Services requirements for outdoor gatherings.



CITY OF THE VILLAGE OF DOUGLAS
 86 West Center Street, P.O. Box 757
 Douglas, MI 49406
 (269) 857-1438 phone / (269) 857-4751 fax
www.ci.douglas.mi.us.com
douglas@ci.douglas.mi.us

CITY COUNCIL	
ACTION	
Approved	_____
Denied	_____

APPLICATION FOR SPECIAL EVENT PERMIT

The City of Douglas offers two types of permits for events within the City. A **Special Event** is described as a large gathering of people that covers a broader range of the City, such as, the entire park(s), right-of-ways, trails, street closures, sidewalks, etc. These events also require significant coordination and requests of City resources, such as, Douglas Police Department, Department of Public Works, and Saugatuck Township Fire Department. **Special Event Permits will require approval from City Council and need to be filled out in its entirety and returned to the City Clerk's office a minimum of 60 days prior to the scheduled event.** A **Park Reservation** permit is described as a small gathering confined to a small area of a park and does not require significant City coordination or resources. Park Reservation permits require only City administration approval.

APPLICANT/ORGANIZATION INFORMATION

Applicant/Organization: _____ PH: _____

Contact Name: _____ PH: _____

Street Address/P.O. Box: _____

City/State/Zip Code: _____

E-mail: _____

CONTACT PERSON ON DAY OF EVENT: _____ **PH:** _____

EVENT INFORMATION

Name of Event: _____

Event Date(s): _____ Anticipated Number of Attendees: _____

Purpose of Event: _____

Location of Event: _____

Event Start & End Hours: _____

Estimated Date/Time for Set-Up: _____

Estimated Date/Time for Clean-Up: _____

Estimated Number of Volunteers: _____

EVENT DETAILS

MUSIC:

Will Music be provided during this event? Yes No

If yes, type of music proposed: Live Amplification Recorded Loudspeakers

Time music will begin: _____ end: _____

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department)

Will Food Vendors/Concessions be available at your event? Yes No

If yes, Provide Copy of Health Department Food Service License

ALCOHOL:

Will alcohol be served at your event? Yes No

If yes, Provide Copy of Liquor Liability Insurance (Listing the City as additional insured)

Provide Copy of Michigan Liquor Control License

Please describe measures to be taken to prohibit the sale of alcohol to minors: _____

NOTE: It shall be unlawful for any person within the City to consume intoxicating liquor of any kind in any street, alley, park, public building, or other land owned by the City, unless the consumption is authorized under a valid permit issued by the City or its authorized agent. (1995 Code, 42-166) (Ord.43, passed 6-5-1961)

EVENT SIGNAGE:

City approval is required for any temporary signage in the public right-of-way, across a street, or on City property. Which of the following signs are requested for this event?

Temporary Signs: Number requested: _____ Maximum size is 2'x2'
(Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

Banner Signage: Maximum size is 14'x4'
(Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

Signage at Event Site: Location(s): _____
Description of signs: _____
(Signs at event site cannot be displayed prior to the day of the event and must be removed at the end of the event.)

Please see the City Clerk to obtain the correct application based on the event signage requested.

FIREWORKS:

Will fireworks be a part of your event? Yes No

If yes, Provide Copy of Liability Insurance (Listing the City as additional insured)

Council Resolution will be Required – see attached sample

TENTS/CANOPIES/MISC:

Will tents/canopies be installed? Yes No

If yes, *Notify the Director of the Douglas Department of Public Works @ 269-857-2763 to discuss placement locations* (Irrigation systems are located at Beery Field and Schultz Park)

Fill out the Special Event Requirements for Tent Structures form and/or call the Saugatuck Township Fire Department with questions at (269) 857-3000.

Booths – Quantity _____

Tents – Quantity _____

Awnings – Quantity _____

Tables – Quantity _____

Portable Toilets – Quantity _____

The City of Douglas does not have tents, tables, or chairs available for rental.

APPLICANT/ORGANIZATION CHECK LIST

- Completed Application
- Event Map (include detailed event layout for food vendors/concessions, booths, portable restrooms, road closures, barricades, music, event signage, etc.)
- Certificate of Insurance (listing the City of Douglas as additional insured)
- Fireworks Resolution – 60 days in advance (if applicable)
- Michigan Liquor Control Commission Special Event License (if applicable)
- Health Department Food Service License (if applicable)
- Requirements for Tent Structures (if applicable)

If document(s) are missing, please explain: _____

The Applicant/Organization understand and agrees to the following:

Provide a certificate of insurance with all coverage deemed necessary for the event, naming the City of Douglas as an additional insured on all applicable policies. The certificate shall be submitted to the City Clerk’s Office no later than 1 (one) week following notice of the event approval.

Comply with all local and applicable State Laws and City policies. Applicant/Organization acknowledges that the special events permit does not relieve the Applicant/Organization from meeting any requirements of law or those of other public bodies or agencies applicable to the event.

Applicant/Organization further understands the approval of the event may include additional requirements and/or limitations based on the City’s review of this application. The Applicant/Organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval is necessary before the event may be held.

Applicant/Organization understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.

Applicant/Organization also agrees to clean-up and leave/restore the area in the condition it was found. The City is not responsible for equipment or personal items left on public property.

A breach of any of these understandings and agreements may result in the denial of Application or revocation of an approval of the City.

HOLD HARMLESS/INDEMNITY

1. Upon approval of Event Permit, Applicant/Organization agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and Contactors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:

- A. Acts or omissions by the Applicant/Organization, its agents, employees, servants and Contractors in furtherance of the event, including, but not limited to, acts or omissions alleged to be in the nature of gross negligence or willful misconduct. The Applicant/Organization agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims, or demands arising from the operations of the Applicant/Organization due to the above referenced acts or omissions.
- B. Violations of state or federal law by Applicant/Organization, its agents, employees, servants, and Contractors whether administrative or judicial, arising from the nature and extent of this Application. Permit and/or event.
- C. Other acts of Applicant/Organization or attendees causing personal injury or property damages in connection with this event, unless resulting from the sole negligence of the City, its officers, employees, or agents.

2. The Applicant/Organization agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in the event and the property and materials of the attendees. Further the Applicant/Organization agrees to hold the City harmless for any loss of such property and materials.

3. The Applicant/Organization shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Applicant/Organization further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or sub-Contractor involved in the hosting of this event.

As the Applicant or duly authorized agent of the Organization, I hereby apply for approval of this special event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Printed Name of Applicant: _____ Date: _____

Signature of Applicant: _____ Date: _____

AUTHORIZING PERSONNEL SIGNATURES:

DEPARTMENT OF PUBLIC WORKS:

(Applicable permit fees may apply depending upon the assistance required by the City):

Approved Denied *Authorized Personnel Signature* _____

Will this event require the use of any of the following municipal equipment?

- | | |
|---|--|
| <input type="checkbox"/> Trash Receptacles – Quantity _____ | <input type="checkbox"/> Barricades – Quantity _____ |
| <input type="checkbox"/> Traffic Cones – Quantity _____ | <input type="checkbox"/> No Parking Signs – Quantity _____ |
| <input type="checkbox"/> Fencing– Quantity _____ | <input type="checkbox"/> Electric |
| <input type="checkbox"/> Water | <input type="checkbox"/> Restroom Cleaning |

DOUGLAS POLICE DEPARTMENT:

(Applicable permit fees may apply depending upon the assistance required by the City):

Approved Denied *Authorized Personnel Signature* _____

Will this event require additional officers & equipment? Yes No

If yes, please describe & include times: _____

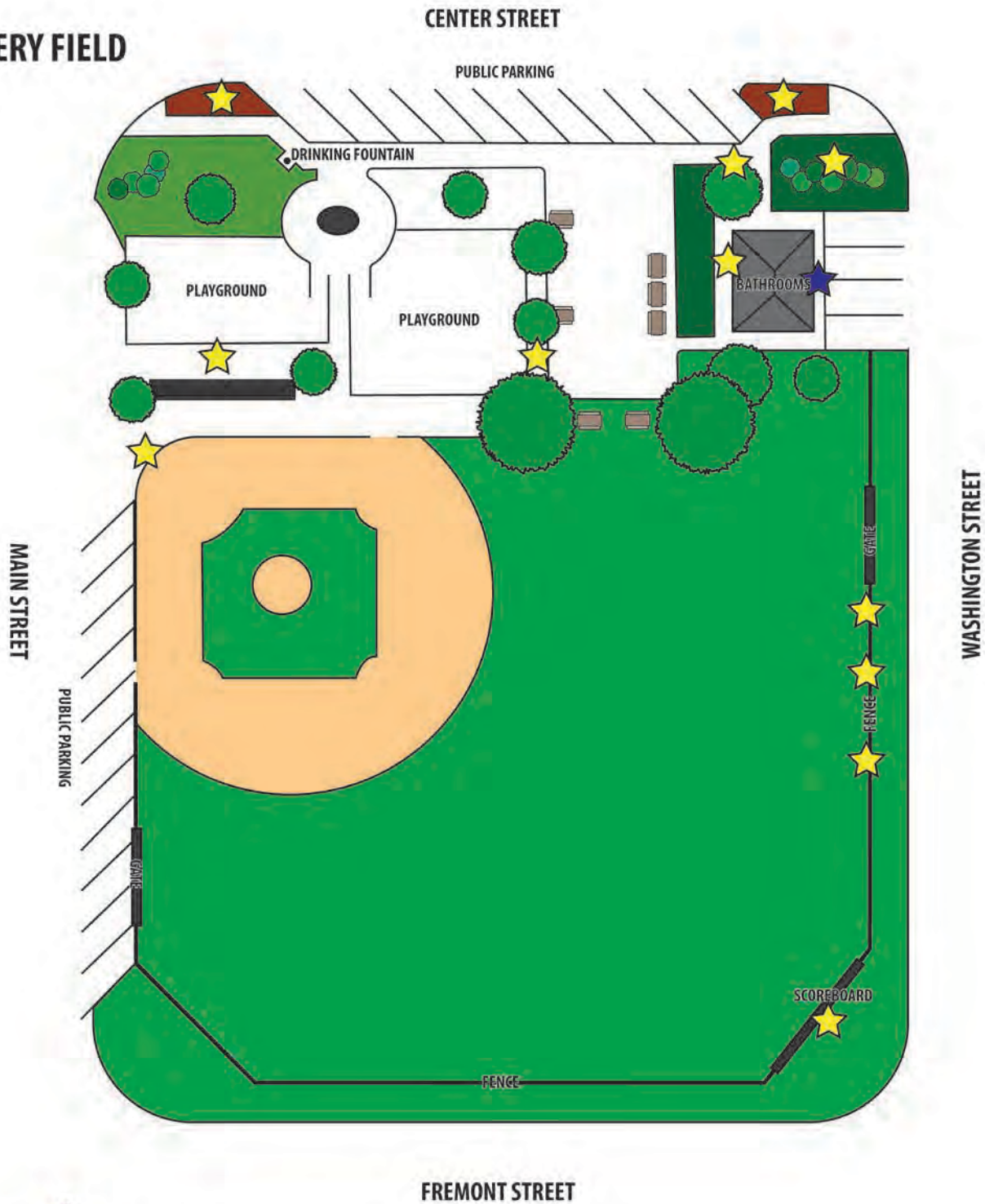
 Street Closure: (Use attached map to outline proposed closure)

Street closure date/time: _____ Street re-open date/time: _____

Parade Route: (Use attached map to outline route)

Parade start time: _____ Parade finish time: _____

BEERY FIELD



-  Water Hose Hookup
-  Electrical Outlet

Note: Beery Field has an underground irrigation system. Please notify the Director at the Douglas Department of Public Works @ 269-857-2763 to discuss placement locations for tents, canopies, etc.



To: City Council

**From: Nicholas Wikar
Planning and Zoning Administrator**

Date: April 14, 2021

**Subject: An Ordinance to Amend the Zoning Ordinance
of the City of the Village of Douglas – 2nd Reading
(Ordinance 01-2021)**

The administration of zoning requires routine review and maintenance of local ordinances, and at times the development of standards that result in a more desirable community and quality of life. This proposed amendment to the City of the Village of Douglas Zoning Ordinance is being brought to City Council by the Planning and Zoning Administrator acting as the “Applicant.” This amendment responds to petitions and a list of known errors or conflicts in regulation within the Definitions, Table of Land Uses and their related provisions, and Special Use Standards, on behalf of the City of Douglas.

In recent years, City Council has approved several amendments to the Zoning Ordinance (including numerous land divisions and applications for rezoning) that have not been codified into the Ordinance itself. Most recently in January 2020, City Council completed the process of repealing Chapter 113 of the Code of Ordinances, replacing it with Ordinance No. 01-2020 and Ordinance No. 02-2020, which overhauled the City’s marihuana policies without codifying those changes in the Ordinance. This appears to have occurred with each variation or version of marihuana provisions since 2012 -each being similarly neglected or hastily adopted, with the Ordinance still reflecting some land use classifications and standards repealed and replaced numerous times since. Without consistent attention, audit, and maintenance, considerable difficulty is lent to interpretation and administration of the provisions therein. Without attention, the Ordinance lacks completeness in areas, presents inconsistency between others, and results in conflicting regulations occurring throughout.

Since adoptions of the Marihuana Facilities ordinances of 2020, the Department has been forced to consider and respond to other indicators that amendment of the Zoning Ordinance is necessary. In recent months, the Department of Planning and Community Development has received numerous petitions by property owners and those with vested rights to rezone and/or amend land uses for properties in the immediate vicinity of each other, and with a higher frequency in some districts more than others. The Planning Commission has made recommendation in favor of petitions that the City Council shall consider, related to pending applications including but not limited to:

1. Petition for amendment to Section 3.11 Table of Land Uses and for the creation/clarifying of Definitions and Performance Standards for Marine Storage.

2. Petition for amendment to Section 16.34 Marihuana Facilities, to regulate curbside and pick-up activity with the intent of limiting nuisances to adjacent properties by extending the existing Drive-In/Drive-Through Establishment provisions to eligible Marihuana Facilities uses in the C-2 General Commercial District.
3. Petition to rezone any remaining parcels zoned R-2 Residential District within the St. Peter's Subdivision to the surrounding R-4 Harbor Residential District, reflecting all with future amendment to the Zoning Map -consistent with 1.) *all* adjacent properties within and on three of the four sides of that Subdivision zoned R-4; 2.) the Our Douglas Vision Master Plan; and 3.) the City of the Village of Douglas Future Land Use Map.

Each of these petitions received unanimous support of Planning Commissioners since January 2021. Furthermore, the Zoning Board of Appeals in late 2020 reviewed two application for variance, ruling in-favor for both -one of which unanimously granted variance against the scope of regulation pertaining to Places of Public Assembly. When taken into consideration, all factors mentioned herein meet the standards for amendments to the Zoning Ordinance, as named in Section 28.01 Intent and Purpose.

With intent to address these and other concerns immediately, a limited internal audit of the Ordinance resulted in this amendment package being brought for Review for Approval by City Council. It is the interest of the Department to address any remaining concerns regarding these amendments through Council discussion and the opportunity of the Second Reading. The goal is to arrive at workable and acceptable outcomes to get the approval of amendments brought, with any necessary alteration or conditions of approval. Amongst those for immediate consideration are: 1.) the desire to recodify and correct error in Ordinance No. 02-2009, as amended; 2.) to codify and amend Section 16.34 Marihuana Facilities (Ordinance No. 02-2020) for provisions that mitigate nuisances of curbside/pick-up service to adjacencies; 3.) to provide Special Use Standards for new and existing use classifications; and 4.) to clarify certain provisions of the Ordinance and repeal all ordinances or parts of ordinances in conflict therewith.

There is limited financial burden or cost associated with this amendment to and codification of the Zoning Ordinance of the City of the Village of Douglas beyond that of an hourly rate for the time dedicated by City Staff toward the development, legal review, and publication of these provisions.

It is recommended the Douglas City Council approve or approve with conditions Ordinance 01-2021; an amendment to the City of the Village of Douglas Zoning Ordinance, Ordinance No. 02-2009, as amended, and codified through 2015.

**CITY OF THE VILLAGE OF DOUGLAS
ALLEGAN COUNTY, MICHIGAN
ORDINANCE NO. 01-2021**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE
CITY OF THE VILLAGE OF DOUGLAS**

An Ordinance to amend the City of the Village of Douglas Zoning Ordinance; to recodify and correct error in Ordinance No. 02-2009, as amended; to codify and amend Section 16.34 Marihuana Facilities (Ordinance No. 02-2020); to provide Special Use Standards for new and existing use classifications; to clarify certain provisions of the ordinance; and, to repeal all ordinances or parts of ordinances in conflict therewith.

THE CITY OF THE VILLAGE OF DOUGLAS DOES HEREBY ORDAIN AS

FOLLOWS:

Section 1. Amendment of Table of Contents. Table of Contents (pages i-vi) of Ordinance No. 02-2009 is hereby amended to correct numbering/error in the Ordinance; to conform with Ordinance 01-2020 and Repealer to replace Chapter 113; and to meet public need for new or additional land uses in conformance Ordinance No. 02-2020 and the additional provisions herein Ordinance 01-2021, recodifying pages 24-31, 104, 123-236 which shall read as follows:

Section 2.15 Definitions Beginning with the Letter "N":	Page 27
Section 2.16 Definitions Beginning with the Letter "O":	Page 28
Section 2.17 Definitions Beginning with the Letter "P":	Page 29
Section 2.18 Definitions Beginning with the letter "Q":	Page 31
Section 16.17 Reserved for Future Use:	Page 104
Section 16.34 Marihuana Facilities:	Page 123
Section 26.21 Marine Hardware Sales and Service/Marine Storage:	Page 216
Section 26.34 Short-Term Rental Units:	Page 230
Article 27: Planned Unit Development District:	Page 236

(See attached: Exhibit "A" – TABLE OF CONTENTS)

Section 2. Amendment of Article 2: Definitions; Section 2.04 Definitions Beginning with the Letter “C”. Section 2.04 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

(See attached: Exhibit “B”, Page 1 of 9 - CITY PERMIT OR PERMIT.)

Section 3. Amendment of Article 2: Definitions; Section 2.13 Definitions Beginning with the Letter “L”. Section 2.13 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

(See attached: Exhibit “B”, Pages 2 & 3 of 9 – LARA; LICENSEE.)

Section 4. Amendment of Article 2: Definitions; Section 2.14 Definitions Beginning with the Letter “M”. Section 2.14 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

(See attached: Exhibit “B”, Pages 4, 5, 6 of 9 - MARIHUANA FACILITY; MARIHUANA-INFUSED PRODUCT; MARIHUANA RETAILER; MARIJUANA.)

Section 5. Amendment of Article 2: Definitions; Section 2.14 Definitions Beginning with the Letter “M”, to Add New/Clarify Existing Land Use. Section 2.14 of Ordinance No. 02-2009 is hereby amended to add the new/existing land use which shall read as follows:

Section 2.14 Definitions Beginning with the Letter “M”:

MARINE STORAGE. A boat building or enclosed storage establishment in which marine equipment and boats or other watercraft and their accessories are stored.

Section 6. Amendment of Article 2: Definitions; Section 2.17 Definitions Beginning with the Letter “P”. Section 2.17 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

(See attached: Exhibit “B”, Pages 7 & 8 of 9 - PERSON; PROVISIONING CENTER.)

Section 7. Amendment of Article 2: Definitions; Section 2.20 Definitions Beginning with the Letter “S”. Section 2.20 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

(See attached: Exhibit “B”, Page 9 of 9 - STATE MARIHUANA LICENSE.)

Section 8. Amendment of Article 3: Zoning Districts and Maps; Section 3.11 Table of Land Uses. Section 3.11 “Uses Permitted by Right and Special Land Uses” of the City of the Village of Douglas Zoning Ordinance (Ord. 02-2009) is hereby amended to correct error in duplicative and/or repealed regulations, shall add new, reflect existing, and correct conflicting land uses.

(See attached: Exhibit “C” - Section 3.11 Table of Land Uses)

Section 9. Amendment of Article 16: General Provisions; to Create Section 16.17 Reserved for Future Use. To correct error in the numbering sequence assigned to sections within Article 16: General Provisions, Ordinance No. 02-2009 is hereby amended, to name the missing section for future use to read as follows:

Section 16.17 Reserved for Future Use.

(See attached: Exhibit “D” – Excerpt, Article 16: General Provisions, Page 104)

Section 10. Amendment of Article 16: General Provisions; to Codify and Amend Section 16.34 Marihuana Facilities and Additional Conditions Applied. Section 16.34 of Ordinance No. 02-2009 is hereby amended to codify General Provisions for Marihuana Facilities in conformance with Ordinance No. 02-2020, Section 1. Amendment of Section 16.34 is necessary to correct error in the numbering of provisions 4 through 6, with Section 16.34(6)(f)

amended given the existing Special Use Standards for Drive-In/Drive-Through Establishments, to provide regulatory clarity for activities related new/existing curbside and pick-up services, to read as follows:

Section 16.34 Marihuana Facilities.

- 6) *Marihuana Facilities – Additional conditions.*
 - f. *A Marihuana Facility zoned C-2 shall be permitted to provide curbside service or utilize a drive-through, pick-up, or walk-up window with a Special Use Permit, subject to the provisions of Section 26.12 of this Ordinance.*

(See attached: Exhibit “E” – Excerpt, Article 16: General Provisions, Section 16.34 Marihuana Facilities)

Section 11. Amendment of Article 26: Special Use Standards; Section 26.21 Marine Hardware Sales and Service/Marine Storage, Add New/Clarify Existing Land Use. Section 26.21 of Ordinance No. 02-2009 is hereby amended, necessary to correct error -replacing the Medical Marijuana Growing Operation land use classification repealed within Chapter 113 (Ordinance No. 01-2020). Section 26.21 shall be amended to provide Special Use Standards for new and existing Marine Hardware Sales and Service/Marine Storage uses, to read as follows:

Section 26.21 Marine Hardware Sales and Service/Marine Storage.

- 1) Permitted Locations. *Marine Hardware Sales and Service/Marine Storage shall be permitted by Special Use Permit in the R-4 Harbor Residential, C-2 General Commercial, and L-1 Light Industrial Districts.*
- 2) Prohibited Locations. *Marine Hardware Sales and Service/Marine Storage shall not be permissible in the R-4 Harbor Residential District, where the principal building is a single-family dwelling on fifty (50) percent or more of the adjacent properties.*
- 3) Site Requirements:
 - a) *Shall not exceed the Site and Building placement standards of the underlying zoned district.*
 - b) *If located in the R-4 Harbor Residential District, the entire site excluding the portion occupied by the building and landscaping, shall be surfaced with concrete, bituminous surfacing, or other poured/paved permeable surfacing to control dust and provide adequate drainage.*
 - c) *Shall conform with the standards of Article 18: Access Control and*

Private Roads.

- d) *Parking Space Requirements.* *Shall provide one (1) vehicle and trailer parking space for each 1600 square feet of the gross floor area or every three (3) boats or watercraft stored at the facility, whichever is greater, plus one (1) standard parking space for each employee on the largest work shift.*
- e) *Light, sound, and activities shall not have any adverse effect on adjacent properties or public rights-of-way.*
- 4) *Buffer Requirements.* *All exterior lighting and off-street parking and loading areas on properties in the R-4 Harbor Residential shall be in accordance with Section 19.05.*
- 5) *Performance Standards.*
 - a) *All marine equipment, boats, watercraft and accessories (including trailers and tow equipment) on site shall be stored indoors.*
 - b) *Temporary outdoor staging, movement, and parking of marine accessories, equipment, boats and watercraft is permissible, but shall not remain static or unmoved for more eighteen (18) consecutive hours and shall not be permissible overnight.*
 - c) *All Marine Hardware Sales and Service/Marine Storage activities and hours of operation conducted on the site of non-waterfront properties in the R-4 Harbor Residential District shall be limited to occurring between 5AM and 9PM, daily.*

Section 12. Amendment of Article 26: Special Use Standards; Section 26.27 Place of Public Assembly, Clarify Existing Land Use. Section 26.27 of Ordinance No. 02-2009 is hereby amended to clarify the applicability of existing Special Use Standards for Places of Public Assembly, to read as follows:

Section 26.27 Place of Public Assembly.

- 1) *Locational Requirements:*
 - a) *Small Places of Public Assembly are permitted by Special Use Permit in the R-1, R-2, and R-4 districts.*
 - b) *Large Places of Public Assembly are permitted by Special Use Permit in the R-4, R-5, and R-6 districts.*
- 2) *Performance Standards.*
 - a) *Small Places of Public Assembly*
 - i. *All signs shall be in compliance with the provisions of Section 16.26 of this Ordinance.*
 - ii. *All exterior lighting shall be in accordance with Section 19.05(6) and 24.03(9) hereof.*
 - iii. *All off-street parking shall be in compliance with Article 19 of this Ordinance.*

- iv. *Landscaping and Buffering shall be provided in accordance with Article 21 of this Zoning Ordinance.*
- b) *Large Places of Public Assembly*
 - i. *Large Places of Public Assembly shall be in compliance with the provisions of Section 26.27(2)(a) of this Ordinance.*
 - ii. *A Large Place of Public Assembly shall be adjacent to or accessed primarily from a major street segment, as defined herein.*

Section 13. Amendment of Article 26: Special Use Standards; Section 26.34 Short-Term Rental Units, Clarify Existing Land Use. Section 26.34 of Ordinance No. 02-2009 is hereby amended to clarify existing Special Use Standards and their applicability to Short-Term Rental Units zoned C-1, to read as follows:

Section 26.34 Short-Term Rental Units.

- 1) Locational Requirements: *Short-Term Rental Units are permitted by Special Use Permit in the C-1 Village Center District, specifically approved by the Planning Commission.*
- 2) Site Requirements: *The parcel must be large enough to meet all the requirements of a lot in this district and the requirements below.*
- 3) Performance Standards.
 - a) *Short-Term Rental Units shall be in compliance with the provisions of Section 16.33 of this Ordinance.*
 - b) *All signs shall be in compliance with the provisions of Section 16.26 of this Ordinance.*
 - c) *All parking shall be in compliance with the provisions of Article 19 of this Ordinance.*
 - d) *Landscaping and Buffering shall be provided in accordance with Article 21 of this Zoning Ordinance.*
 - e) *All exterior lighting shall be in accordance with Section 19.05(6) and 24.03(9) hereof.*

Section 14. Severability; Paragraph Headings. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 15. Repealer. All other ordinances or portions of ordinances inconsistent with this Ordinance are hereby repealed.

Section 16. Publication. Within fifteen (15) days of its adoption, this Ordinance or a notice of adoption summarizing this Ordinance, as required by law, shall be published by the City Clerk in a newspaper of general circulation in the City.

Section 17. Effective Date. This Ordinance shall become effective twenty (20) days after the date of publication.

Ordinance Offered by:

Ordinance Supported by:

Ayes:

Nays: None

Abstain: None

Absent: None

ORDINANCE DECLARED ADOPTED.

Patricia Lion, Mayor

Date

Pamela Aalderink, CMC, City Clerk

Date

Ordinance Adoption Date: _____

Ordinance Effective Date: _____ (20 days after adoption and publication)

CERTIFICATE

I hereby certify that the foregoing Ordinance was adopted by the City Council of the City of the Village of Douglas at a meeting held on April 5, 2021 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the City Charter and the Open Meetings Act, Public Act 267 of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Pamela Aalderink, CMC, City Clerk

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- b. Child Group Day Care Home. A private home in which seven (7) but not more than twelve (12) children are received for care and supervision for periods less than twenty-four (24) hours a day unattended by a parent or legal guardian, excepting children related to an adult member of the family by blood, marriage or adoption. It includes a home that gives care to an unrelated child for more than four (4) weeks in a calendar year.
- c. Child Care Center. A facility, other than a private residence, receiving more than one (1) or more children for care and supervision for periods less than twenty-four (24) hours, and where the parents or guardians are not immediately available to the child.

CHILD FOSTER FAMILY FACILITY. Means the following:

- a. Foster Care Family Home. A private home in which one (1) but not more than four (4) minor children, who are not related to an adult member of the household by blood, marriage, or who are not placed in the household pursuant to the adoption code, Chapter X of Act No. 288 of the Public Acts of 1939, being sections 710.21 to 710.70 of the Michigan Compiled Laws, are given care and supervision for twenty- four (24) hours a day, for four (4) or more days a week, for two (2) or more consecutive weeks, unattended by a parent or legal guardian.
- b. Foster Care Family Group Home. A private home in which more than four (4) but fewer than seven (7) minor children, who are not related to an adult member of the household by blood, marriage, or who are not placed in the household pursuant to Chapter X of Act No. 288 of Public Acts of 1939, are provided care for twenty-four (24) hours a day, for four (4) or more days a week, for two (2) or more consecutive weeks, unattended by a parent or legal guardian.

CHURCH. See religious facility.

CITY PERMIT OR PERMIT. Unless the context requires a different meaning, means a valid permit that is issued under Chapter 113 of the City of the Village of Douglas Code of Ordinances.

CLUB. An organization of persons for special purposes or for the promulgation of sports, arts, science, literature, politics, agriculture or similar activities, but not operated for profit and open only to members and not the general public.

COLUMBARIUM. A building or structure substantially exposed above ground intended to be used for the interment of remains of a deceased person.

COMMON PARTY WALL. A wall shared in common between abutting dwelling units, between abutting nonresidential principal structures, or between a principal structure and a garage or similar attached structure.

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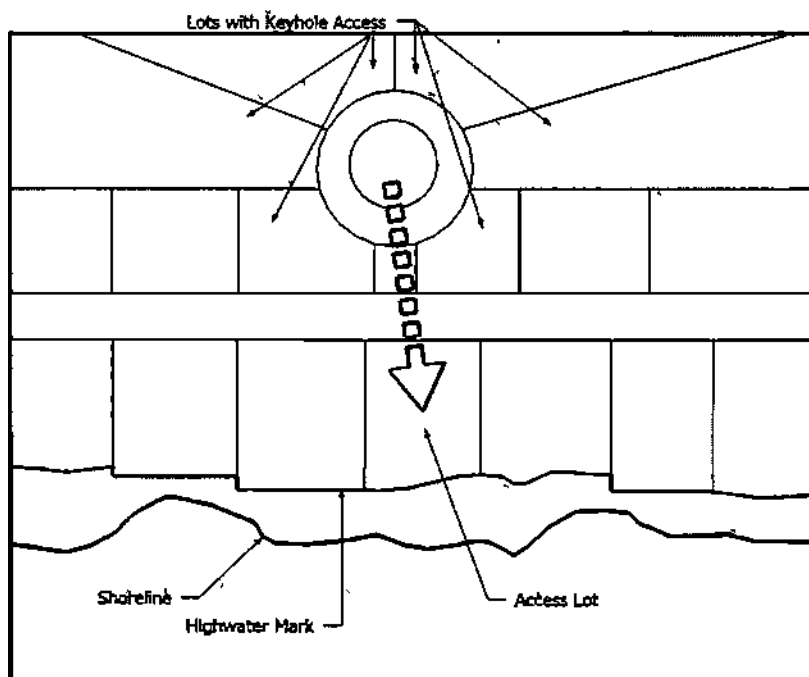
JUNK YARD/AUTO SALVAGE. Any area of land including building thereon which is used primarily for the collecting, storage and/or sale of waste paper, rags, scrap metal or discarded material; or for the collecting, dismantling, storage or salvaging of machinery of vehicles not in running condition, and for the sale of parts thereof. Two (2) or more motor vehicles stored outside without current license plates for a period of thirty (30) days shall constitute a junkyard.

Section 2.12 Definitions Beginning with the Letter "K":

KENNEL. Any lot or premises used for breeding, commercial sale, boarding, or treatment of more than four (4) dogs, cats, or other domestic pets.

KEYHOLE DEVELOPMENT. A type of land use in which one shoreline lot serves as an access point for several other nearby lots which do not have direct waterfront access.

Figure 2-5 Keyhole Development



Section 2.13 Definitions Beginning with the Letter "L":

LARA. The Michigan Department of Licensing and Regulatory Affairs.

LABORATORY. A facility for scientific laboratory research in technology intensive fields. Examples include biotechnology, pharmaceuticals, genetics, plastics, polymers, resins, coatings, fibers, fabrics, heat transfer, and radiation research facilities.

EXHIBIT "B"

LAND DIVISION. A land division as defined in the Land Division Act of the State of Michigan, being Public Act 288 of 1967, as amended.

LAUNDRY ESTABLISHMENT. A facility where patrons wash and/or dry clothing or other fabrics in machines operated by the patron.

LIBRARY. A public facility for the use, but not sale, of literary, musical, artistic or reference materials.

LICENSEE. As used in the context of Marihuana, a person holding a State Marihuana License.

LIGHT INDUSTRY. Any industrial or warehousing operation that meets the standards of this Ordinance; and which is totally contained inside an enclosure and whose operation is totally screened from view, and which does not create excessive off-site noise or pollution and does not make excessive demands on public roads, water and sewage facilities or other community facilities.

LIVESTOCK. Cattle, sheep, goats, swine, horses, poultry, and other animals or fowl, which are being produced primarily for use as food, feed or fiber.

LOADING SPACE. An off-street space on the same lot with a building, or group of buildings, for the temporary parking of a vehicle while loading or unloading merchandise, materials or passengers.

LOT. A plat, plot or parcel of land occupied, or designed to be occupied by one building and the accessory buildings or permitted uses customarily incidental to it, including such open spaces as are arranged and designed to be used in connection with such buildings. A lot may or may not be the land shown on a duly recorded plat and includes a condominium unit in a condominium subdivision where land is associated with the structure.

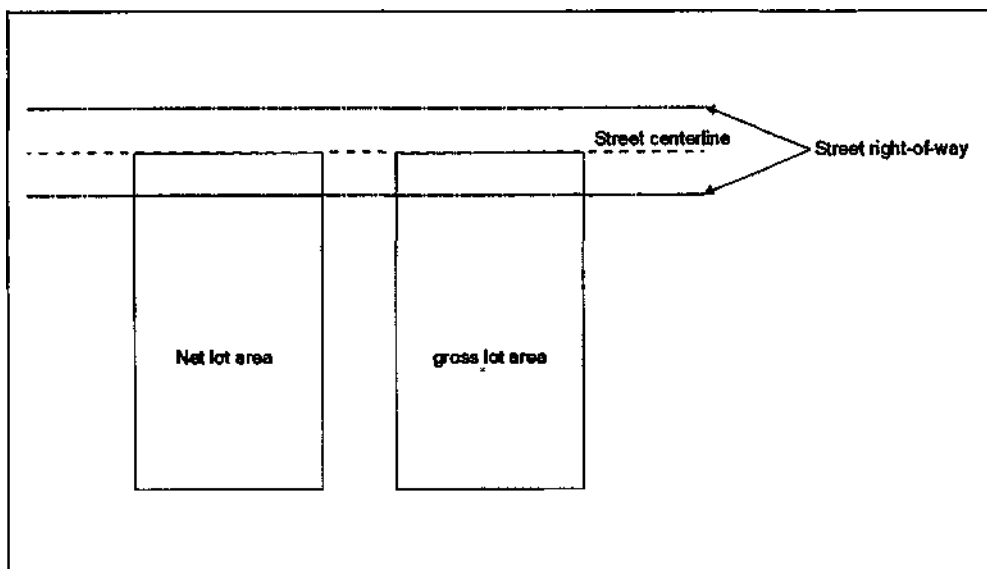


Figure 2-6
Net and
Gross Lot
Area

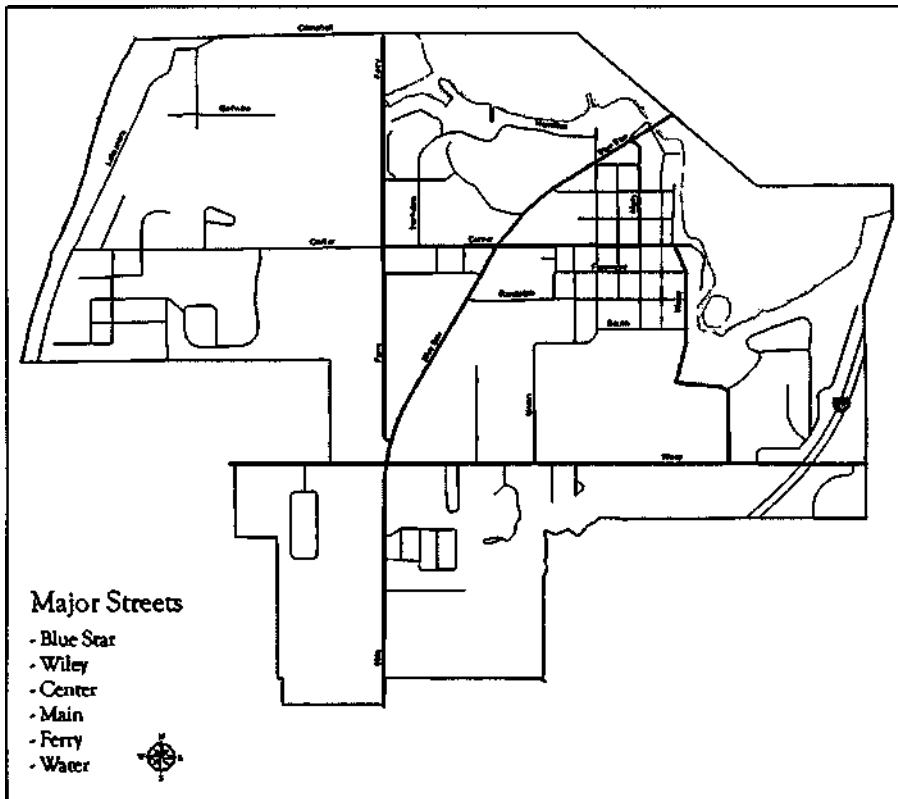
EXHIBIT "B"

LOT, WATERFRONT. A lot abutting a lake, pond, stream or river. While the structure may be oriented to "front" on the water, the front of the structure for the purposes of this Ordinance shall be that portion facing the front lot line.

Section 2.14 Definitions Beginning with the Letter "M":

MAJOR THOROUGHFARE. A public street as identified on Figure 2-10.

Figure 2-10 Major Streets



MANUFACTURED HOUSING. A dwelling unit which is designed for long term residential use and is wholly or substantially constructed at an off-site location. Manufactured housing includes mobile homes and modular homes.

MARIHUANA FACILITY. A location at which a Licensee is licensed to operate under the Medical Marihuana Facilities Licensing Act or the Michigan Regulation and Taxation of Marihuana Act and has obtained a Permit for the location issued by the City of the Village of Douglas. The City limits the Marihuana Facilities to Provisioning Centers, Retailers, and Secure Transporters as defined in the MMFLA or in the MRTMA.

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MARIHUANA-INFUSED PRODUCT. A topical formulation, tincture, beverage, edible substance, or similar product containing any usable Marihuana that is intended for human consumption in a manner other than smoke inhalation, as further defined by the Medical Marihuana Facilities Licensing Act and Michigan Regulation and Taxation of Marihuana Act, as applicable. Marihuana-infused product shall not be considered a food for purposes of the food law, 2000 PA 92, MCL 289.1101 to 289.8111.

MARIHUANA RETAILER. A Licensee that is a commercial entity located in this State that purchases Marihuana from a Marihuana Grower or Marihuana Processor, or Marihuana-Infused Processor, and sells, supplies, or provides Marihuana to customers as further defined by and in compliance with the Michigan Regulation and Taxation of Marihuana Act.

MARIJUANA. See definition of Marihuana.

MARINA. An establishment with a waterfront location for the refueling and dockage of watercraft used for recreational purposes, and providing repair services for such craft including removal of watercraft from the water or removal of inboard or outboard engine(s) from the watercraft. A marina may provide uncovered storage. Marinas may include, as accessory uses, a restaurant or snack bar, laundry or sanitary facilities, sundries store, or other customary accessory facilities including but not limited to boat building and charter fishing. A marina may include facilities for boat or motor rental, mechanical or structural repair as noted above, or boat hauling.

MARINA, MINOR. A waterfront establishment whose business is offering the sale or rental of boat dockage. Such an establishment may also provide sanitary pump out service, and a limited retail area for food and/or drink, and marine sporting equipment. The area of the limited retail area shall not exceed 300 square feet.

MARINE HARDWARE SALES AND SERVICE. A marine retail sales and service use in which boats and other watercraft and their accessories are sold, and where accessory uses including but not limited to towing or minor vessel repair may also be provided.

MARINE STORAGE. A boat building or enclosed storage establishment in which marine equipment and boats or other watercraft and their accessories are stored.

MASTER DEED. The document recorded as part of a condominium subdivision to which are attached as exhibits and incorporated by reference the approved bylaws for the condominium subdivision and the condominium subdivision plan.

MAUSOLEUM. A building containing above ground tombs for the internment of remains of a deceased person.

MEDICAL OR DENTAL OFFICE. A facility operated by one or more physicians,

EXHIBIT "B"

dentists, chiropractors or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis.

MEDICAL MARIJUANA GROWING OPERATION. A facility where a “Primary Caregiver” who is legally registered by the Michigan Department of Licensing and Regulatory Affairs may lawfully grow, cultivate and harvest medical marijuana on behalf of up to (5) “qualifying patients” who are also legally registered by the Department with the growing and maintenance of medical marijuana in accordance with the Michigan Medical Marijuana Act of 2008. Any establishment involved in the growing of more than 12 plants upon one property parcel shall be classified as a growing operation.

MEDICAL USE. the acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer or transportation of marijuana or paraphernalia relating to the use of marijuana to treat or alleviate a registered “qualifying patient’s” debilitating medical condition.

MICHIGAN MEDICAL MARIHUANA FACILITIES LICENSING ACT or MMFLA: The Medical Marijuana Facilities Licensing Act, as amended, MCL 333.27101 et seq., also referred to as the MMFLA, and the administrative rules authorized by the MMFLA.

MICHIGAN MEDICAL MARIHUANA ACT or MMMA: The Michigan Medical Marijuana Act, as amended, MCL 333.26421 et seq., also referred to as the MMMA, and the administrative rules authorized by the MMMA.

MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT or MRTMA: The Michigan Regulation and Taxation of Marijuana Act, as amended, MCL 332.27951 et seq., also referred to as MRTMA, and the administrative rules authorized by the MRTMA.

MINI STORAGE (WAREHOUSE) FACILITIES. A building or group of buildings in a controlled access or fenced area that contains varying sizes of individual compartmentalized and controlled access stalls or lockers for the storage of customer’s goods or wares which are not used on a daily basis.

MOBILE HOME. A structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. A mobile home shall not include modular homes, motor homes, recreational vehicles or travel trailers. (From Public Act 96 of 1987).

MOBILE HOME PARK: A parcel or tract of land under the control of a person upon which 3 or more mobile homes are located on a continual, non-recreational basis and which is offered to the public for that purpose regardless of whether a

EXHIBIT "B"

maneuvering so as to provide access for entrance and exit for the parking of three (3) or more automobiles or trucks.

PARKING SPACE. Any space used for the off-street or on premises parking of motor vehicles.

PERSON. means the entities included in the definition of "person" in Section 15.12 of the City of the Village of Douglas City Code, in addition to the entities included in the definition of "person" in the MMFLA and the MRTMA.

PERSONAL SERVICE ESTABLISHMENT. An establishment which offers specialized goods and services purchased frequently by the consumer. Included are barbershops, beauty shops, massage facilities, laundry cleaning, pressing, and tailoring, shoe repair and other similar establishments. This shall not include a medical or dental office.

PLACE OF PUBLIC ASSEMBLY: Buildings, structures and grounds, including theaters, churches, auditoriums, sports arenas, lecture halls and other similar facilities intended for commercial or non-commercial entertainment, instruction, worship or similar activities involving assembled groups of people numbering thirty (30) or more.

- a. Place of Public Assembly, Large: A place of public assembly shall be considered a large facility if it has either two thousand (2000) square feet or more in gross floor area, total seating capacity of more than one hundred (100) in the largest room intended for public assembly, or the capability to expand to meet these standards in the future.
- b. Place of Public Assembly, Small: A place of public assembly shall be considered a small facility if it has either less than two thousand (2,000) square feet in gross floor area or total seating capacity of no more than one hundred (100) in the largest room intended for public assembly.

PLANNED UNIT DEVELOPMENT. Planned Unit Development (PUD) includes cluster zoning, plan development, community unit plan, planned residential development, and other terminology denoting zoning requirements designed to accomplish the objectives of the zoning ordinance through a land development project review process based on the application of site planning criteria to achieve integration of the proposed land development project with the characteristics of the project area. It is a form of land development comprehensively planned as an entity via a site plan which may permit flexibility in building, siting, usable open spaces, and the preservation of significant natural features. Such development may contain, residential, nonresidential or a mixture of land uses as provided by the individual zoning district.

PLAT. A map of a subdivision of land recorded with the County Register of Deeds pursuant to the Land Division Act of 1967 or a prior statute.

EXHIBIT "B"

PRIMARY CAREGIVER. A person who is at least 21 years old and has agreed to assist a qualifying patient, to whom he or she is connected through the Michigan Department of Licensing and Regulatory Affairs registration process for the use of medical marihuana in accordance with State law.

PRINCIPAL BUILDING. The main building on a lot in which the principal use exists or is served by.

PRINCIPAL USE. The main use to which the premises are devoted and the main purpose for which the premises exist.

PRIVATE RECREATIONAL FACILITIES. Non-municipally owned recreation centers, private clubs, lodges and related facilities. These buildings and related facilities are owned or operated by a corporation, association, or group of individuals established for the fraternal, social, educational, recreational or cultural enrichment of its members and not primarily for profit and whose members usually pay dues and meet prescribed qualifications for membership.

PRIVATE ROAD. Any right-of-way or area set aside to provide vehicular access to two or more dwellings or within a development that is not dedicated or intended to be dedicated to the City and that is not maintained by the City.

PROFESSIONAL SERVICE ESTABLISHMENT. An establishment engaged in providing assistance, as opposed to products, to individuals, businesses, industries, governments, and other enterprises, including printing, legal, engineering, consulting, and other similar services.

PROVISIONING CENTER. means a Licensee that is a commercial entity located in the City that purchases Marihuana from a grower or processor and sells, supplies, or provides Marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through LARA's Marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this chapter.

PUBLIC FACILITIES. Any facility, including but not limited to buildings, property, recreation areas, and roads, which are leased or otherwise operated or funded by a governmental body or public entity.

PUBLIC SEWER. A pipe located in a public right-of-way or easement which transports sewage to a sewage treatment plant that is owned by a municipality.

PUBLIC UTILITIES. Any person, firm, or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state, or municipal regulations to the public; gas, steam, electricity, sewage disposal, communication, telephone, telegraph, transportation or water.

EXHIBIT "B"

SHORT-TERM RENTAL UNIT. A dwelling unit which is rented to a person for less than 31 consecutive days, or is advertised to be rented for any period less than 31 days.

SIGN. Any words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, devices, designs, trade names or marks, or combination thereof, by which anything is made known, such as the designation of an individual, a firm, an association, a profession, a business, a commodity or product, which are visible from any street.

SITE PLAN. A plan showing all salient features of a proposed development, so that it may be evaluated in order to determine whether it meets the provisions of this Ordinance. A plot plan depicts a subset of the information required by this Ordinance for a site plan.

SITE PLAN REVIEW. The submission of plans and scaled drawing(s) illustrating existing conditions and proposed uses and structures for review for conformance with this ordinance, as part of the process of securing a zoning permit.

SOLID WASTE. Garbage, rubbish, paper, cardboard, metal containers, yard clippings, wood, glass, bedding, crockery, demolished building materials, ashes, incinerator residue, street cleanings, municipal and industrial sludges, and solid commercials and solid industrial waste, animal waste, but does not include human body waste, liquid or other waste regulated by statute, ferrous or nonferrous scrap directed to a scrap metal processor or to a re-user of ferrous or nonferrous products, and slag or slag products directed to a slag processor or to a re-user of slag or slag products.

SPECIAL LAND USE. A use of land whose characteristics may create nuisance-like impacts on adjoining lands unless carefully sited according to standards established in this Ordinance (see Article 25). Approval for establishing a special use is indicated by issuance of a Special Use Permit.

SPECIAL USE PERMIT. A permit issued by the City Planning Commission to a person or persons intending to undertake the operation of an activity upon land or within a structure specifically permitted as such pursuant to standards and procedures established in Article 25.

STATE MARIHUANA LICENSE. As used in the context of Marihuana, or unless the context requires a different meaning, "license" means a state operating license that is issued under the Medical Marihuana Facilities Licensing Act or a state license under the Michigan Regulation and Taxation of Marihuana Act.

STOCKADE FENCING: Fence style which uses rough sawn lumber produced from the curved exterior of trees to produce fence boards, or a fence using poles or logs as fencing material, or a style of fencing which tapers the vertical fence

EXHIBIT "C"

Section 3.11 Table of Land Uses									
Uses Permitted by Right and Special Land Uses									
(R=Use by Right; S=Special Land Use)									
USE	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	L-1
Accessory Use, when accessory to a permitted use	R	R	R	R	R	R	R	R	R
Adult Day Care Facility				S	S			S	
Adult Foster Care Facility				S	S				
Amusement Center								S	
Animal Grooming							S	R	R
Antique Stores							R	R	
Art Gallery							R		
Automobile/Boat Sales								R	
Automobile Service and Minor Repair Station								S	R
Automobile Service and Major Repair Station								S	R
Bed and Breakfast		S	S	S	S				
Buildings assoc, w/ public facilities	S	S	S	S	S	S			
Cemetery/Mausoleum	S	S	S	S	S	S			
Child Care Center				S	S			S	
Communication Tower								S	S
Conservation Area, Public or Private	R	R							
Contractor's Establishment									R
Convalescent or Nursing Home				S	S	S	S	S	
Day Care, Group (7-12 clients)									
Distribution Center									R
Drive-In/Drive-Through Establishments								S	
Dry Cleaning Establishment								R	
Dwelling, One Family	R	R	R	R	R				
Dwelling, Two-Family			R	R	R				
Dwelling, Multiple-Family				S	R				
Essential Public Services	R	R	R	R	R	R	R	R	R
Family Day Care Home	R	R	R	R	R	R			
Farm Implement Dealer									R
Farm Market							R	S	

EXHIBIT "C"

USE	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	L-1
Freight Yards/Truck Terminal									R
Funeral Home								R	
Gas Station								R	
Golf Course/Country Club	S	S							
Greenhouse								S	R
Ground Floor Residential	R	R	R	R	R	R	S		
Health Spa								R	
Home Occupation, Major	S	S	S	S					
Home Occupation, Minor	R	R	R						
Hotel/Motel								S	
Junkyard/ Auto Salvage									S
Kennel								S	R
Laboratories									R
Laundry Establishment								R	
Library							R	R	
Manufacturing, Compounding, Processing and/or Assembly									R
Marihuana Facility								R	R
Marina				S					
Marina, Minor			S						
Marine Hardware Sales and Service/Marine Storage							S	S	S
Medical/Dental Office								R	
Mini Storage									S
Mobile Home Park						R			
Motel/Hotel								S	
Movie Theater							S	R	R
Museum							R		
Neighborhood Parks	R	R	R	R	R	R	R	R	R
Nursery, Plant Materials								R	
Office Building							R	R	
Open Air Business								S	
Outdoor Public Recreation	R	R	R	R	R	R	R	R	
Personal Service Establishment							R	R	
Place of Public Assembly, Small	S	S		S					R
Place of Public Assembly, Large				S	S	S			R
Private Recreation Facilities								S	
Professional Service Establishment				S			R	R	

EXHIBIT "C"

USE	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	L-1
Recreation Facility, Commercial								S	R
Research and Development									R
Residential Use of Accessory Building			S	S	S				
Residential Above Retail or Office							R	R	
Restaurant							R	R	
Retail Business or Retail Sales							R	R	
School	S	S	S	S	S				
Service Establishment Accessory to a Principal Use									R
Sexually Oriented Business								S	S
Short-Term Rental Units	R	R	R	R	R	R	S		
Showroom							R	R	R
Studio for Performing/Visual Arts				S			R	R	
Tattoo or Piercing Parlor								S	S
Trade and Industrial School									R
Urgent Care Facility								R	R
Vehicle Wash Facility								S	R
Veterinary Clinic								S	R
Warehouse									R
Wholesale Facility									R
Wind Energy Conversion System	R	R	R	R	R	R	R	R	R

EXHIBIT "D"

affecting construction and safety measures deemed necessary by the Zoning Administrator.

- 3) **Fencing:** Yard areas with pools are to be fenced to discourage unsupervised access.
 - a) Such fencing is to be a minimum of five (5) feet high, and equipped with a self-closing and self-latching gate.
 - b) Latching devices are to be located at a minimum height of four feet above the ground.
 - c) Such fencing may be omitted where building walls without doorways abut the pool area, provided that the entire perimeter of the pool area is secured.

- 4) **Sanitation:** Any swimming pool shall not be used unless adequate public health measures are periodically taken to ensure that the use thereof will not cause the spread of disease. The swimming pool shall be kept clean and the water used there shall be filtered and sterilized by chlorination. Sanitation standards as now or any time adopted by the State Department of Health, the County Health Department or the City to protect the public health shall be conformed with.

- 5) **Placement:** No swimming pool shall be located in an easement.

- 6) **Setbacks:** No swimming pool shall be located in any required front yard.

- 7) **Lighting:** No lights shall be erected, operated or maintained in connection with a swimming pool in such a manner as to create an annoyance to surrounding properties.

- 8) **Overhead wiring:** Service drop conductors and any other open overhead wiring shall not be installed above a swimming pool.

Section 16.17 Reserved for Future Use

Section 16.18 Keeping of Animals

- 1) **Wild Animals:** No wild or vicious animal shall be kept permanently or temporarily in any district in the City except in an AAZPA (American Association of Zoological Parks and Aquariums) accredited facility.

- 2) **Domestic Pets:** The keeping of domestic pets, including dogs, cats, fish, birds, hamsters and other animals generally regarded as household pets is permitted as an accessory use in any residential zoning district provided that the number of pets does not exceed those for which the kennel provisions of this Ordinance apply and the General Law Ordinance of the City. Livestock are not considered household pets.

Section 16.19 Maintenance of Junk Prohibited

EXHIBIT "E"

- 4) The use of outdoor yard areas, open decks, pools and the like shall not result in the production of excessive off-site noise, odor or other external disturbances. Any such violation shall be enforced as a nuisance under the City of the Village of Douglas General Code of Ordinances.
- 5) The parking of motorized vehicles, trailers and recreational equipment shall be in keeping with the provisions of this chapter and the City of the Village of Douglas General Code of Ordinances at all times.
- 6) A group of people not defined as a family are permitted to rent a short-term rental unit.
- 7) In no event shall the owner of the short-term rental unit or their agent rent an individual room in the short-term rental unit to a person, family, or other group of persons, nor shall the renter so sublet any room.
- 8) Any finding of responsibility or conviction for more than one violation of the City Code of Ordinances in a given calendar year involving a short-term rental unit may result in the rental occupancy certificate being revoked by the City Zoning Administrator (or such other city official as designated by the City Council). Any such revocation of a rental occupancy certificate may be appealed to the City Council for good cause so long as a written Notice of Appeal is filed with the city within ten (10) days of the date of revocation.
- 9) Any sale or transfer of the property automatically causes any existing rental occupancy certificate to be null and void and the new property owner must apply for a new rental occupancy certificate.

Section 16.34 Marihuana Facilities

General Regulations for all Marihuana Facilities.

- 1) Intent.
 - a) It is the intent of this Section to provide for appropriate locations and reasonable restrictions for Marihuana Facilities allowed by the Medical Marihuana Facilities Licensing Act, MLC 333.27101 et seq. and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq. with respect to local zoning and land use, and to permit the sale and distribution of Marihuana consistent with applicable State statutes. These are unique land uses with ramifications not addressed by more traditional zoning district regulations.
 - b) It is also the intent of this section to protect the health, safety, and general welfare of Persons and property by limiting land uses related to Marihuana to districts that are compatible with such uses. Additional regulations in this section are intended to provide reasonable restrictions within districts so that these uses do not compromise the health, safety, and general welfare of Persons in the district, or other uses allowed in each district.
- 2) Words and Phrases:

Words and phrases contained in the Michigan Medical Marihuana Facilities Licensing Act ("MMFLA"), MCL 333.27101 et seq. or the Michigan Medical Marihuana Act ("MMMA"), MCL 333.26421 et seq., or the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq. ("MRTMA"), shall have the same meanings in this Code, as applicable. Article VIII of this chapter contains some words and phrases that are defined in the MMFLA, MMMA, or MRTMA, but if any definition in Article VIII conflicts with the definition in the MMFLA, MMMA, or MRTMA, then the definition in those state acts shall apply.

The following provisions relate to Marihuana facilities within the City of the Village of Douglas. In instances where there is a conflict between this section and other applicable provisions of

EXHIBIT "E"

this Ordinance, the more restrictive regulations shall control.

- 3) Marihuana facilities as defined by this Ordinance shall be subject to the following regulations:
- a) Any uses or activities found by the State of Michigan or a court with jurisdiction to be unconstitutional or otherwise not permitted by State law are prohibited in the City of the Village of Douglas. In the event that a court with jurisdiction declares some or all of this Section invalid, the City of the Village of Douglas may suspend the acceptance of applications for licensing pending the resolutions of the legal issue in question.
 - b) An operator of a Marihuana Facility shall at all times have a valid Marihuana Facility permit issued by the City of the Village of Douglas and a State operating license as issued by LARA pursuant to the Medical Marihuana Facilities Licensing Act, MCL 333.27101 *et seq.* and/or the Michigan Regulation and Taxation of Marihuana act, MCL 333.27951 *et seq.*
 - c) A property owner or operator of a *Marihuana* Facility shall not have vested rights or nonconforming use rights that would serve as a basis for failing to comply with this ordinance or any applicable amendment thereto.
 - d) In addition to the materials required for Site Plan Review in Article 24, an application for a Marihuana Facility shall also include a comprehensive facility operation and safety plan that addresses Marihuana, customers, employees, and neighboring residents, offices, or businesses. This document shall contain, at minimum, a safety/security plan indicating how the applicant will comply with the requirements of this Ordinance and any other applicable law, rule or regulation. The security systems identified below and contained in the security plan, shall be maintained in good working order and provide twenty-four hours per day coverage. A separate security system is required for each facility. The security plan must include the following security measures:
 - (i) Cameras. The Marihuana Facility shall install and use security cameras to monitor and record all areas of the premises (except in restrooms) where persons may gain or attempt to gain access to Marihuana or cash maintained by the Marihuana Facility. Cameras shall record operations of the business, as well as all potential areas of ingress or egress to the business with sufficient detail to identify facial features and clothing. Recordings from security cameras shall be recorded to and maintained for a minimum of thirty (30) days in a secure offsite location in the City or through a service over a network that provides on-demand access, commonly referred to as a "cloud." The offsite location shall be included in the security plan submitted to the City and provided to the City of the Village of Douglas Police Department upon request and updated within seventy-two (72) hours of any change of such location. Security cameras shall be directed to record only the subject property and may not be directed to public rights-of-ways as applicable, unless required to comply with licensing requirements of the State of Michigan.
 - (ii) Alarm system. The Marihuana Facility shall install and use an alarm system that is monitored by a company that is staffed twenty-four (24) hours a day, seven (7) days a week. The security plan submitted to the City shall identify the company monitoring the alarm, including contact information, and updated within seventy-two (72) hours of any change of monitoring company.
 - (iii) Lighting. A lighting plan showing the lighting outside of the Marihuana Facility for security purposes and compliance with applicable City requirements.
 - (iv) Use of Safe for Storage. The Marihuana Facility shall install and use a safe

EXHIBIT "E"

for storage of any processed Marihuana and cash on the premises when the business is closed to the public. The safe shall be incorporated into the building structure or securely attached thereto. For Marihuana-Infused Products that must be kept refrigerated or frozen, the business may lock the refrigerated container or freezer in a manner authorized by the City in place of use of a safe so long as the container is affixed to the building structure.

- (v) Disposal Plan. A disposal plan shall be designed to protect against any Marihuana being ingested on the premises by any person or animal. Disposal of any Marihuana, including any/all byproducts and/or waste products shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it or otherwise exist in non-conformance with local and state laws. The plan shall indicate how any Marihuana will be rendered unusable and how the waste and byproduct will be stored until disposed of.
 - (vi) Ventilation. A plan for ventilation of the Marihuana Facility should include the methods to be used to contain all smoke, odors, debris, dust, fluids and other substances within the building. Sufficient measures and means of preventing smoke, odors, debris, dust, fluids and other substances from exiting a Marihuana Facility must be provided at all times. The Facility shall not emanate smoke, odors, debris, dust, fluids and other substances that are readily detectible at the property line and interfere with the reasonable and comfortable use and enjoyment of another's property. In the event that any odors, debris, dust, fluids or other substances exit a Marihuana Facility, the owner of the subject premises and the Licensee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The Licensee shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable laws and regulations.
 - (vii) Regulated Materials. A description of all toxic, flammable or other regulated materials that will be used or kept at the Marihuana Facility along with the location of such materials, and how such materials will be stored. All chemicals or hazardous substances used in the storage of Marihuana shall be stored and used in strict compliance with manufacturer recommendations and all applicable federal, State or local regulations.
 - (viii) Operations. An operations statement that describes, but is not limited to, the life-cycle of Marihuana and Marihuana-Infused Products entering, stored on, and leaving the site. This may include a description of how deliveries are handled, methods of storage, cash handling, a business floor plan, or other pertinent information.
- e) Unless higher performance is required by applicable law, there must be a minimum of a one- hour fire separation wall between a Marihuana Facility and any adjacent business.
 - f) In order to be eligible for a City permit, the Marihuana Facility must be in the licensing process with the State of Michigan, and then must be at all times in compliance with the laws of the State of Michigan including but not limited to the MMMA, MCL 333.26421 et seq.; the MMFLA, MCL 333.27101 et seq.; and the Marihuana Tracking Act, MCL 333.27901 et seq.; and all other applicable rules promulgated by the State of Michigan. No Marihuana Facility shall operate, until the appropriate State operating license is obtained from LARA and submitted to the City of the Village of Douglas and receives a permit from the City.

EXHIBIT "E"

- g) A Marihuana Facility as defined by this ordinance, or activities associated with the licensed transporting and sales of Marihuana, shall not be permitted as a home occupation or accessory use, nor may they include accessory uses, except as otherwise provided in this ordinance and permitted by Michigan laws concerning Marihuana.
 - h) The permit required by the City of the Village of Douglas and the license required by the State of Michigan shall be prominently displayed on the premises of a Marihuana Facility;
 - i) The nonconforming provisions of Article 15 shall apply to all Marihuana Facilities.
 - j) Parking shall comply with Article 19 of this Ordinance.
 - k) All Marihuana Facilities shall provide landscaping as required by Article 21 of this Ordinance.
- 4) Visibility of activities: Signage and Advertising.
- a. Signage for Marihuana facilities shall comply with the requirements of the City of the Village of Douglas Sign Ordinance and the requirements of this subsection. All signage and advertising for a Marihuana Facility shall also comply with all applicable provisions of this Code and the State of Michigan. Where there is a conflict between the standards of the Douglas Sign Ordinance, this code, and the state Standards, the more restrictive standards shall control.
 - b. Marihuana products must not be marketed or advertised to minors aged 17 years or younger. Marketing targeted to members aged 17 years or younger are prohibited.
 - c. Warning Signs: There shall be posted in a conspicuous location inside of each facility at least one legible sign containing the content of this section warning that:
 - (i) The possession, use or distribution of Marihuana is a violation of federal law; and
 - (ii) It is illegal under State law to drive a motor vehicle or to operate machinery when under the influence of, or impaired by Marihuana;
 - d. All activities of Marihuana Facilities, including, without limitation, displaying, manufacturing, selling, and storage of Marihuana and Marihuana-infused products shall be conducted indoors and out of public view. No Marihuana or paraphernalia shall be displayed or kept in a business so as to be visible from outside the licensed premises.
- 5) Siting Criteria.
- Marihuana Facilities shall be in accordance with the following stipulations.
- a. No Marihuana Facility shall be eligible to be issued a permit unless at the time of application for such permit, the location of the proposed facility complies with the zoning and separation distances from other uses as set forth in the City Zoning Ordinance.
 - b. A permit holder shall not operate a Marihuana Facility at any place in the City other than the address provided in the permit application on file with the City Clerk.
 - c. A Marihuana Facility shall not be located:
 - (i) Within 50 feet of any residential zoning district.
 - (ii) Within 1,000 feet of any public or private school, college or university, any nursery school, day nursery, licensed day care center or any other building or location either rented or used in any way for the care or instruction of children under 18 years of age
 - (iii) Within 500 feet of any church, house of worship or other religious facility or institution.
 - (iv) Within 500 feet of any public park, publicly owned building or recreational area commonly used by minor children.
 - (v) Within 500 feet of a public library.

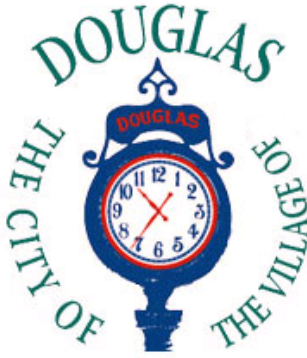
EXHIBIT "E"

- (vi) No Lot containing a Marihuana Facility within the City shall be located within 2,250 feet of any Lot in the City on which another Marihuana Facility is located.
- (vii) In an area that has been designated as an historic area by the city, county or state.
- (viii) The distance measurement provided for in this section shall be a straight line from the property line of the Marihuana Facility to the nearest property line of the location from which it is to be separated.

6) Marihuana Facilities – Additional conditions.

- a. Shall only be permitted in buildings located on parcels within the C-2 (General Commercial District) or the L-1 (Light Industrial District);
- b. A maximum of two State Operating Licenses shall be utilized per Lot, except that a Marihuana Provisioning Center and/or Marihuana Retailer may not co-locate with a Secure Transporter.
- c. Unless otherwise permitted, public or common areas of the Marihuana Facility must be separated from restricted or non-public areas of the provisioning center by a permanent barrier. No Marihuana is permitted to be stored, displayed, or transferred in an area accessible to the general public.
- d. Marihuana Products shall not be smoked, ingested, or otherwise be consumed in the building or on the property occupied by the Marihuana Facility.
- e. The exterior appearance of a Marihuana Facility shall remain compatible with the exterior appearance of buildings already constructed or under construction within the immediate area. The exterior shall be maintained as to prevent blight or deterioration or substantial diminishment or impairment of property values within the immediate area. New buildings shall be constructed in accordance with the adopted plans and policies of the City of the Village of Douglas.
- f. A Marihuana Facility zoned C-2 shall be permitted to provide curbside service or utilize a drive-through, pick-up, or walk-up window with a Special Use Permit, subject to the provisions of Section 26.12 of this Ordinance.
- g. Doors and windows to a secure transporter shall remain closed, except for the minimum time necessary to load and unload product.

MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: April 19, 2021

Subject: Kalamazoo Lake Harbor Authority –
Proposed Resolution and KLHA
Agreement Amendments
Resolution 19-2021

On November 2, 2020, the Douglas City Council voted to waive the entry fee for Saugatuck Township to join the Kalamazoo Lake Harbor Authority (KLHA) based on in-kind contributions, participation in harbor maintenance activities, and financial contributions to pay for legal fees for reviewing and revising the Interlocal Agreement dated November 15, 2011 to create the KLHA. See attached communication date October 27, 2020.

Saugatuck Township worked with legal counsel to prepare the necessary materials for the Township Board to consider and subsequently the Township approved the amendments to the Agreement at their January 13, 2021 meeting. Following are the proposed amendments regarding the applicable KLHA documents.

- First Amendment to the Act 7 Interlocal Cooperation Agreement – The purpose of this amendment to the agreement is to incorporate all the terms by which the Township is willing to join the Authority.
- First Amendment to the Rules of Procedure – The purpose of the amendment to the bylaws is to revise the terms by which the member local units of government are referenced, correct an error in text of Section 5.3, and clarify the language in Section 5.5, 6.1, and 12.1.
- First Amendment to the Bylaws – The purpose of the amendment to the rules of procedure is to revise the terms by which the local units of government are referenced, eliminate an error regarding the timing of draft minutes being available, eliminate an inconsistency between the rules of procedure and the bylaws regarding the agenda for board meetings, and clarify the language regarding the duty of board members to vote on matters coming before them.

There is no cost for the City of Douglas to enter into this Agreement.

This agreement is subject to review by the City Attorney.

I recommend City Council approve Resolution 19-2021 to incorporate the amendments to the Act 7 Interlocal Cooperation Agreement creating the Kalamazoo Lake Harbor Authority, Inc., amend the bylaws, and amend rules of procedure, to admit Saugatuck Township to the Kalamazoo Lake Harbor Authority.

MEMORANDUM



To: Rich LaBombard
City Manager

From: Jenny Pearson
Executive Assistant

Date: October 27, 2020

Subject: Saugatuck Township Intent to
Consider Joining the Kalamazoo Lake
Harbor Authority

COPY

At the October 15, 2019, meeting of the Kalamazoo Lake Harbor Authority (KLHA), Saugatuck Township submitted resolution 2019-09, *A Resolution of Intent to Consider Joining the Kalamazoo Lake Harbor Authority*. KLHA members approved a motion to send the Township Resolution, as presented, with a recommendation to the Cities of Douglas and Saugatuck for approval. A memorandum went to the Douglas City Council for discussion on March 16, 2020.

The motion to waive Saugatuck Township's entry fee to join the KLHA failed. City Council cited they preferred the Township have a financial interest in joining the Authority. Furthermore, Township resolution 2019-09 sought legal opinions and requested amendments to the Interlocal Agreement without direction of how the legal services would be paid. I've included the Council communication from the March 16, 2020 meeting for reference as well as Township Resolution 2019-09. The Interlocal Cooperation Agreement is available upon request.

KLHA and Saugatuck Township are asking again for the Douglas City Council to reconsider Saugatuck Township's request to join the KLHA and waive the entry fee based on the in-kind contributions, participation in harbor maintenance activities, and the financial contribution listed below:

- Saugatuck Township annually appropriates funding to install/remove four (4) no wake buoys in the Kalamazoo River to aid navigation.
- In 2019, Saugatuck Township contributed \$5,000 toward the DNR Waterway grant in an equal amount as the City of Douglas and the City of Saugatuck. The purpose of the grant was to study sediment samples for contaminants in the lower

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Kalamazoo River basin, map the existing harbor, and model sediment deposit patterns in the harbor.

- Saugatuck Township regularly attends Kalamazoo Lake Harbor Authority meetings as a non-voting member to stay current with the harbor related topics.
- Saugatuck Township actively participated in developing the Tri-Community Master Plan, which included planning for the harbor and waterfront areas.
- Saugatuck Township has offered to pay for the legal fees for reviewing and revising the agreement that will be required for the Township to join the KLHA.

I recommend City Council consider the in-kind contributions, participation in harbor activities, and the financial contribution to cover legal fees associated with joining the KLHA, and waive the entry fee for Saugatuck Township to join the Kalamazoo Lake Harbor Authority.

ATTACHMENT

COPY



To: City Council

From: Rich LaBombard
City Manager

Date: March 16, 2020

Subject: Saugatuck Township Intent to
Consider Joining the Kalamazoo Lake
Harbor Authority

At the October 15, 2019 meeting of the Kalamazoo Lake Harbor Authority (KLHA), Saugatuck Township submitted resolution 2019-09 a Resolution of Intent to Consider Joining the Kalamazoo Lake Harbor Authority (see attached). KLHA members approved a motion to send the resolution as presented with a recommendation to the Cities of Douglas and Saugatuck for approval. In this case, the KLHA is seeking clarification from the two member parties (City of Douglas and City of Saugatuck) regarding the concerns raised in the Township's resolution. The specific concerns are related to waiving the entry fee, seeking clarification on the purpose of a legal opinion, and seeking financial assurances and financial controls.

The Interlocal Cooperation Agreement was entered into on November 15, 2011, pursuant to the "Urban Cooperation Act of Public Act" of 1967, Act No. 7, taking in, but not limiting to those the powers and authorities granted under the Act for the purpose of creating the Kalamazoo Lake Harbor Authority, Inc, a separate legal entity and public body corporate, to administer the economic development opportunities and benefits such as restoration, maintenance, preservation and future development of the Kalamazoo Lake waterways, channels, harbor, marina and waterfront areas. Each of the Parties is a "public agency" as defined in Act 7 with the power to carry out the programs described in the Agreement. Other Acts such as Act 451 of PA 1944 the "Natural Resources and Environmental Protection Act" and Act 94 of PA 2008 the "Water Resource Improvement Tax Increment Finance Authority Act" were utilized to create the Kalamazoo Lake Harbor Authority, Inc.

About the acts:

- The Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately.
- The Natural Resources and Environmental Protection Act, Act No. 451 of PA 1944, as amended,
 - o Defines "Political Subdivisions" as local units of government and any other governmental agency, subdivision, public corporation or authority, which is

or may be authorized by law to acquire, establish, construct, maintain, improve and operate harbors, channels, and other navigational facilities.

- Authorizes two or more political subdivisions to enter into a contract with each other for the purpose of implementing Part 793 of the Natural Resources and Environmental Protection Act.
- Authorizes any local unit of government by itself or in combination with other local governments to create a lake board for the protection of the public health, welfare, and safety; the conservation of the natural resources; and the preservation of property values around the lake by and empowering said lake board to take steps necessary to remove and properly dispose of undesirable accumulated materials from the bottom of the lake or wetland by dredging, ditching, digging or other related work.
- The Water Resource Improvement Tax Increment Finance Authority Act, Act 94 of PA 2008, empowers the governing body of a municipality to establish an authority within a water resource improvement district created under Section 5(1) of Act 94 and authorized said municipality to enter into an umbrella agreement with an adjoining municipality that has created a similar authority to jointly operate and administer those authorities under an interlocal agreement under Act 7.

For some time, Saugatuck Township has expressed an interest in joining the Authority for the purpose of participating in the objectives of the Authority, but has requested clarification of the agreement before submitting a formal request to join. The attached Resolution 2019-09 is not a request to join the Kalamazoo Lake Harbor Authority, but is instead a resolution seeking clarification of provisions in the Agreement that are ambiguous, requests to modify the ambiguities in the Agreement, and requests assurances that the two cities will waive the entry fee prior to them making a formal request to join. The specific sections needing clarification are Section 9.01 and Section 10.04 of the Agreement.

Section 9 of the Agreement address “Contributions” from members of the Authority (i.e. financial contributions, assets, costs, in kind services, employees). Specifically, as it relates to the Township’s interest in joining the KLHA, Section 9.01 of the Agreement addresses the entry fees and the member’s ability to waive fees for new members in whole or in part. Resolution 2019-09 requests the Entry fee described in Section 9.01 of the Agreement is fully waived.

***Section 9.01- Entry Fees:** Any local government which becomes a Party to this Agreement shall be required to pay an entry fee. The entry fee for each Party shall be such amount mutually agreed upon by the Parties and is intended to fund the initial costs expended to create, and the operational expenses of, the Authority until such time as other revenue sources have been established. The entry fee may be deferred, partially deferred or waived for initial parties in partial or entirely in consideration of the in-kind contributions made in support of creating the Authority as provided for in Section 9.02. The entry fee for Parties subsequently joining the Authority shall be determined by a recalculation into equal shares of the amount of the initial costs expended to create and fund the operational expenses of the Authority to the date joining which may be waived in whole or in part by*

the Parties to this Agreement in their sole reasonable discretion in consideration of in-kind contributions.

The Agreement provides the option for the Parties to waive all or a portion of the entry fees for new members. Waiving any fees for new members is at the member's discretion.

Section 10 of the Agreement address "Admission of Other Parties" to the KLHA. Section 10.04 requires the "Opinion of Legal Counsel" upon submission of a written request to join the KLHA.

***Section 10.04 – Opinion of Legal Counsel:** The written request submitted to the Authority Board shall be accompanied by an opinion of legal counsel to the Public Agency in form and substance satisfactory to counsel to the Authority, and to the Attorney General of the State if approved by the Attorney General is then required, including but not limited to opinions to the effect that the Public Agency is validly formed, has the powers set forth in Articles IV and V of this Agreement, and that the Agreement, once duly executed and delivered, will be the valid and binding obligation of the Public Agency, enforceable in accordance with its terms.*

Resolution 2019-09 requests what the specific requirements for the opinion of legal counsel described in the above section are. The members may determine to provide a legal opinion on the intent of this section if they choose. The legal opinion would need to affirm that Saugatuck Township has the authority to exercise the powers separately under Act 7, Act 451 and Act 94 so that the Township can join with other Public Agencies, on an equal basis, for the purpose of exercising those powers jointly.

Resolution 2019-09 further requests amendments to the Agreement for clarification.

- First, no special assessments against the Township or any property within the Township can be levied without prior approval of the Township Board.
- Second, the Authority may not capture tax increment revenues from any property within the Township without prior approval of the Township Board and further clarify what approvals are needed in order to capture tax increment revenues from property that lies within one of the parties.
- Third, the Authority may not levy or require the levy of any tax by or within the Township without prior approval of the Township Board.
- Fourth, the Authority may not issue debt without prior approval of the Township Board.

The Agreement as currently drafted as well as the statutory requirements of the Public Acts utilized to create the Agreement provide Saugatuck Township the assurances and financial controls they are requesting without amendments to the Agreement. Furthermore, the Authority could not issue debt in the Township without the approval of the Township Board.

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While this is a complicated topic, there are two specific requests for City Council to consider. Will the City waive the entry fee requirements? Will the City provide legal services to clarify the intent of the legal opinion section of the Agreement? As for the special assessment, tax increment revenue capture, taxation, and debt amendments, a deeper dive into the establishing Acts may clarify the request for amendments.

Sample Motions:

I make a motion to waive Saugatuck Township's entry fee to join the Kalamazoo Lake Harbor Authority as described in Section 9.01 of the Interlocal Cooperation Agreement creating the Kalamazoo Lake Harbor Authority.

I make a motion to approve legal services to clarify the intent of Section 10.04 of the Interlocal Cooperation Agreement creating the Kalamazoo Lake Harbor Authority, Inc.

TOWNSHIP BOARD
SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN

Board Member Helmick, supported by Board Member Aldrich, moved adoption of the following resolution:

Resolution No. 2021-02

RESOLUTION TO JOIN THE KALAMAZOO LAKE HARBOR AUTHORITY

WHEREAS, on or about November 15, 2011, the City of Saugatuck and the City of the Village of Douglas Michigan (the "Cities") entered into an Interlocal Agreement (the "Agreement") that established the Kalamazoo Lake Harbor Authority (the "Authority"); and

WHEREAS, the Agreement allows adding additional parties using a specified procedure; and

WHEREAS, the Township wishes to promote the restoration, maintenance, preservation, and future development of Kalamazoo Lake waterways, channels, harbor, marina, and waterfront area; and

WHEREAS, to further those objectives, the Township has stated its desire to join the Authority provided it can do so consistent with appropriate conditions; and

Now, it is therefore resolved that:

1. The Township Board will enter into the Agreement and join the Authority upon the following terms.
 - A. The terms specified in Resolution 2019-09 of the Township Board, attached as Exhibit 1, are satisfied.
 - B. The First Amendment to the Agreement, attached as Exhibit 2, is adopted.
 - C. The First Amendment to the Bylaws of the Authority, attached as Exhibit 3, is adopted.
 - D. The First Amendment to the Rules of Procedure of the Authority, attached as Exhibit 4, is adopted.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: Board Members Osman, Bigford, Helmick, Macey, Aldrich

NAYS: Board Members _____

ABSENT: Board Members _____

ABSTAIN: Board Members _____

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the Township Board of the Township of Saugatuck, Allegan County, Michigan, at a regular meeting held on Jan 13, 2021.

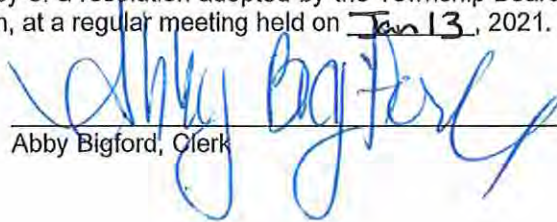

Abby Bigford, Clerk

Exhibit 1

TOWNSHIP BOARD
SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN

Resolution No. 2019-09

Board Member Marcy, supported by Board Member Aldrich, moved adoption of the following resolution:

**RESOLUTION OF INTENT TO CONSIDER JOINING THE KALAMAZOO LAKE
HARBOR AUTHORITY**

WHEREAS, on or about November 15, 2011, the City of Saugatuck and the City of the Village of Douglas Michigan (the "Cities") entered into an Interlocal Agreement (the "Agreement") that established the Kalamazoo Lake Harbor Authority (the "Authority"); and

WHEREAS, the Agreement allows adding additional parties using a specified procedure; and

WHEREAS, the Township wishes to promote the restoration, maintenance, preservation, and future development of Kalamazoo Lake waterways, channels; harbor, marina, and waterfront area; and

WHEREAS, to further those objectives, the Township may wish to join the Authority provided it can do so consistent with the conditions in this resolution; and

WHEREAS, the Township understands that joining the Authority would not obligate the Township or its taxpayers to monetarily support the Authority; and

WHEREAS, because the Township's general operating millage is only .4117 mills, the Township typically funds all but its most essential government functions through extra-voted special millages approved by the electors in the Township or through special assessments accepted by the owners of the assessed properties; and

WHEREAS, the Township Board may choose to monetarily support Authority projects either through a line item in the Township's approved general fund budget or through a revenue stream specifically approved for such purposes; and

WHEREAS, the Township envisions assisting the Authority through in-kind contributions such as efforts by Township staff and volunteers, noting that past Township contributions have included significant efforts to develop the Tri-Community Master Plan (which includes planning for the harbor and waterfront areas) and efforts to prepare an easement through a Township park to assist in the dredging of the harbor; and

WHEREAS, the Township understands that membership in the Authority may assist the Authority in obtaining certain grants such as those from Michigan Natural Resources Trust Fund, which consider the level of participation among the communities adjoining a body of water that is the subject of the grant application; and

WHEREAS, the Township wishes to confirm its understandings and to obtain other needed assurances and clarifications before becoming a party to the Agreement.

Now, it is therefore resolved that:

1. The Township Board will consider entering into the Agreement and joining the Authority if:
 - A. The entry fee described in Section 9.01 of the Agreement is fully waived.
 - B. The specific requirements for the opinion of legal counsel described in Section 10.04 of the Agreement are, after further explanation by the Authority, acceptable to the Township Board.
 - C. The Agreement is amended to clarify the following:
 - i. No special assessments against the Township or any property within the Township can be levied without prior approval of the Township Board.
 - ii. The Authority may not capture tax increment revenues from any property within the Township without prior approval of the Township Board. (The amendment should further clarify what

approvals are needed in order to capture tax increment revenues from property that lies within one of the parties).

iii. The Authority may not levy or require the levy of any tax by or within the Township without prior approval of the Township Board.

iv. The Authority may not issue debt without prior approval of the Township Board.

2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

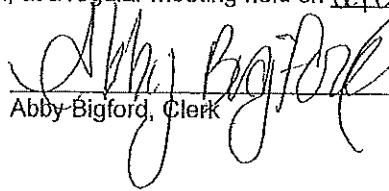
YEAS: Board Members Bigford, Marcy, Aldrich, Osman

NAYS: Board Members 0

ABSENT: Board Members Helmrich

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the Township Board of the Township of Saugatuck, Allegan County, Michigan, at a regular meeting held on 10-02-2019.



Abby Bigford, Clerk

Exhibit 2

**FIRST AMENDMENT TO THE ACT 7 INTERLOCAL COOPERATION
AGREEMENT CREATING THE KALAMAZOO LAKE HARBOR AUTHORITY, INC.**

This First Amendment (the "Amendment") to the Act 7 Interlocal Cooperation Agreement (the "Agreement") is entered into by the City of Saugatuck ("Saugatuck"), the City of the Village of Douglas ("Douglas"), and the Township of Saugatuck (the "Township"), and it is based upon the following facts.

- A. Saugatuck and Douglas entered into the Agreement in 2011, forming the Kalamazoo Lake Harbor Authority, Inc. (the "Authority").
- B. Article X of the Agreement contemplates the admission of additional parties to the Agreement, to be members of the Authority.
- C. Section 10.03 of the Agreement provides that the admission of an additional party does not constitute an amendment to the Agreement or change its effective date.
- D. The Township wishes to join the Agreement, and be a member of the Authority, but only upon the terms of this Amendment.

Therefore, the parties to this Amendment, who will also be the parties to the Agreement, agree as follows.

- 1. Section 10.01. Saugatuck and Douglas confirm that the Township properly submitted a written request to join the Agreement and be a party to it. The written request is attached as Exhibit A.
- 2. Section 10.04. Saugatuck and Douglas confirm that the Township, through its legal counsel, submitted a proper legal opinion satisfactory to the legal counsel of the Authority. The opinion is attached as Exhibit B.
- 3. Terms of the Amendment. The terms of the Amendment by which the Township becomes a party to the Agreement and a "public agency" under the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967, as amended, are as follows.
 - a. No special assessment shall be approved or effective against the Township or any property in the Township unless first specifically approved by the Township Board.
 - b. The Authority may not capture any tax increment revenues from any property in the Township unless first specifically approved by the Township Board.

Draft Date
01/05/2021

- c. The Authority may not levy or require the levy of any tax by or within the Township without the prior specific approval of the Township Board.
 - d. The Authority may not issue or incur any debt without the specific prior approval of the Township Board.
 - e. The First Amendment to the Bylaws of the Authority, attached as Exhibit C, is approved by the Authority Board.
 - f. The First Amendment to the Kalamazoo [Lake] Harbor Authority Rules of Procedure, attached as Exhibit D, is approved by the Authority Board.
4. Execution of the Amendment, Counterparts. Saugatuck, Douglas, and the Township shall each duly execute three counterparts of this Amendment, each of which (taken together) is an original but all of which constitute one instrument.

(Remainder of this page left blank intentionally.)

IN WITNESS WHEREOF, this Amendment is executed by each Party on the date hereafter set forth.

CITY OF SAUGATUCK

WITNESS:

_____ BY: _____
Its: Mayor

_____ BY: _____
Its: City Clerk

DATE: _____, 2021

STATE OF MICHIGAN)
)ss.
COUNTY OF ALLEGAN)

On this _____ day of _____, 2021, before me a Notary Public in and for the County, appeared _____ and _____, to me personally known, who, being by me duly sworn, did each individually say that they are, respectively, the Mayor and City Clerk of the City of Saugatuck, the corporation named in and which executed the within instrument, and that the instrument was signed and sealed on behalf of the City of Saugatuck by authority of its City Council; and the Mayor and the City Clerk acknowledged the instrument is the free act and deed of the City of Saugatuck.

Notary Public, Allegan County, Michigan
Acting in Allegan County, Michigan
My Commission Expires: _____

Public Hearing in the City of Saugatuck held on _____, 2021.

IN WITNESS WHEREOF, this Amendment is executed by each Party on the date hereafter set forth.

CITY OF THE VILLAGE OF DOUGLAS

WITNESS:

BY: _____
Its: Mayor

BY: _____
Its: City Clerk

DATE: _____, 2021

STATE OF MICHIGAN)
)ss.
COUNTY OF ALLEGAN)

On this _____ day of _____, 2021, before me a Notary Public in and for the County, appeared _____ and _____, to me personally known, who, being by me duly sworn, did each individually say that they are, respectively, the Mayor and City Clerk of the City of the Village of Douglas, the corporation named in and which executed the within instrument, and that the instrument was signed and sealed on behalf of the City of the Village of Douglas by authority of its City Council; and the Mayor and the City Clerk acknowledged the instrument to be the free act and deed of the City of the Village of Douglas.

Notary Public, Allegan County, Michigan
Acting in Allegan County, Michigan
My Commission Expires: _____

Public Hearing in the City of the Village of Douglas held on _____, 2021.

IN WITNESS WHEREOF, this Amendment is executed by each Party on the date hereafter set forth.

TOWNSHIP OF SAUGATUCK

WITNESS:

BY: _____
Its: Supervisor

BY: _____
Its: Township Clerk

DATE: _____, 2021

STATE OF MICHIGAN)
)ss.
COUNTY OF ALLEGAN)

On this _____ day of _____, 2021, before me a Notary Public in and for the County, appeared _____ and _____, to me personally known, who, being by me duly sworn, did each individually say that they are, respectively, the Supervisor and Township Clerk of the Township of Saugatuck, the corporation named in and which executed the within instrument, and that the instrument was signed and sealed on behalf of the Township of Saugatuck by authority of its Township Board; and the Supervisor and the Township Clerk acknowledged the instrument to be the free act and deed of the Township of Saugatuck.

Notary Public, Allegan County, Michigan
Acting in Allegan County, Michigan
My Commission Expires: _____

Public Hearing in the Township of Saugatuck held on _____, 2021.

Exhibit A

TOWNSHIP BOARD
SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN

Resolution No. 2019-09

Board Member Marcy, supported by Board Member Aldrich, moved adoption of the following resolution:

**RESOLUTION OF INTENT TO CONSIDER JOINING THE KALAMAZOO LAKE
HARBOR AUTHORITY**

WHEREAS, on or about November 15, 2011, the City of Saugatuck and the City of the Village of Douglas Michigan (the "Cities") entered into an Interlocal Agreement (the "Agreement") that established the Kalamazoo Lake Harbor Authority (the "Authority"); and

WHEREAS, the Agreement allows adding additional parties using a specified procedure; and

WHEREAS, the Township wishes to promote the restoration, maintenance, preservation, and future development of Kalamazoo Lake waterways, channels; harbor, marina, and waterfront area; and

WHEREAS, to further those objectives, the Township may wish to join the Authority provided it can do so consistent with the conditions in this resolution; and

WHEREAS, the Township understands that joining the Authority would not obligate the Township or its taxpayers to monetarily support the Authority; and

WHEREAS, because the Township's general operating millage is only .4117 mills, the Township typically funds all but its most essential government functions through extra-voted special millages approved by the electors in the Township or through special assessments accepted by the owners of the assessed properties; and

WHEREAS, the Township Board may choose to monetarily support Authority projects either through a line item in the Township's approved general fund budget or through a revenue stream specifically approved for such purposes; and

WHEREAS, the Township envisions assisting the Authority through in-kind contributions such as efforts by Township staff and volunteers, noting that past Township contributions have included significant efforts to develop the Tri-Community Master Plan (which includes planning for the harbor and waterfront areas) and efforts to prepare an easement through a Township park to assist in the dredging of the harbor; and

WHEREAS, the Township understands that membership in the Authority may assist the Authority in obtaining certain grants such as those from Michigan Natural Resources Trust Fund, which consider the level of participation among the communities adjoining a body of water that is the subject of the grant application; and

WHEREAS, the Township wishes to confirm its understandings and to obtain other needed assurances and clarifications before becoming a party to the Agreement.

Now, it is therefore resolved that:

1. The Township Board will consider entering into the Agreement and joining the Authority if:
 - A. The entry fee described in Section 9.01 of the Agreement is fully waived.
 - B. The specific requirements for the opinion of legal counsel described in Section 10.04 of the Agreement are, after further explanation by the Authority, acceptable to the Township Board.
 - C. The Agreement is amended to clarify the following:
 - i. No special assessments against the Township or any property within the Township can be levied without prior approval of the Township Board.
 - ii. The Authority may not capture tax increment revenues from any property within the Township without prior approval of the Township Board. (The amendment should further clarify what

approvals are needed in order to capture tax increment revenues from property that lies within one of the parties).

iii. The Authority may not levy or require the levy of any tax by or within the Township without prior approval of the Township Board.

iv. The Authority may not issue debt without prior approval of the Township Board.

2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

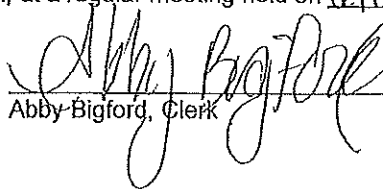
YEAS: Board Members Bigford, Marcy, Aldrich, Osman

NAYS: Board Members 0

ABSENT: Board Members Helmrich

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the Township Board of the Township of Saugatuck, Allegan County, Michigan, at a regular meeting held on 10-22-19, 2019.



Abby Bigford, Clerk

Exhibit B



200 OTTAWA AVENUE NW, SUITE 1000
GRAND RAPIDS, MICHIGAN 49503-2427
TELEPHONE: (616) 458-1300
FACSIMILE: (844) 670-6009
<http://www.dickinsonwright.com>

RONALD A. BULTJE
RBultje@dickinsonwright.com
(616) 336-1007

To: Saugatuck Township Board

From: Ronald A. Bultje

Date: January 11, 2021

Re: **Opinion of Legal Counsel -- Act 7 Interlocal Cooperation Agreement**

Ladies and Gentlemen:

I am submitting this correspondence to you in my capacity as the attorney for Saugatuck Township, Allegan County, Michigan (the "Township").

The City of Saugatuck and the City of the Village of Douglas entered into the Act 7 Interlocal Cooperation Agreement (the "Agreement"), thereby creating the Kalamazoo Lake Harbor Authority, Inc. (the "Authority").

The Township wishes to become a signatory to the Agreement.

Section 10.4 of the Agreement requires an opinion from the Township's legal counsel in order for the Township to become a signatory to the Agreement. This memorandum shall be considered that opinion.

Pursuant to Section 10.04 of the Agreement, as the attorney for the Township, I certify as follows.

The Township is validly formed as a general law township under the laws of the State of Michigan.

As a general law township validly formed under the laws of the State of Michigan, the Township has the powers set forth in Article IV and Article V of the Agreement.

Once the Agreement is duly executed by the Township, the Township will be a Party as defined by the Agreement, and it will be a Local Government Party or Municipality as defined by the Agreement. The Agreement will then be a valid and binding obligation of the Township. The Township shall be a member of the Authority pursuant to and subject to the terms of Resolution No. 2019-09 of the Township Board.

All of the above is subject to the Agreement being modified by the First Amendment, incorporating the terms of Resolution 2019-09 of the Township Board.

Very truly yours,
DICKINSON WRIGHT PLLC



Ronald A. Bultje

RAB/jls
cc: Mr. Griffin Graham, Township Manager

4842-1887-9702 v1 [64915-1]

Exhibit C

**FIRST AMENDMENT TO THE BYLAWS OF
THE KALAMAZOO LAKE HARBOR AUTHORITY, INC.**

This First Amendment (the "Amendment") to the Bylaws (the "Bylaws") of the Kalamazoo Lake Harbor Authority, Inc. (the "Authority") as approved by the Authority Board, and it is based upon the following facts.

- A. The City of Saugatuck and the City of the Village of Douglas created the Authority.
- B. The Township of Saugatuck wishes to become a member of the Authority.
- C. A condition of the Township of Saugatuck joining the Authority is that the Authority Board amend its Bylaws by this Amendment.

Therefore, the Authority Board amends its Bylaws as follows.

- 1. Throughout the Bylaws, specifically including but not limited to Sections 3.1, 4.1(a), 4.1(d), 4.1(e), 6.1(j), and 9.4, references to "City" or "Cities" shall be replaced by references to "Party" or "Parties".
- 2. The first sentence of Section 5.3 of the Bylaws shall be restated as follows: "The Authority Board requires that any member of the Authority Board having a direct or indirect conflict of interest in any matter before the Authority disclose that member's conflict of interest."
- 3. The first sentence of Section 5.5 of the Bylaws shall be restated as follows: "An officer may be removed by the Authority Board by a majority vote of the entire Authority Board with or without cause at any time."
- 4. The first paragraph of Section 6.1 of the Bylaws shall be restated as follows: "The Authority Board shall do all of the following by a majority vote of its full membership unless otherwise provided."
- 5. Section 12.1 of the Bylaws shall be restated as follows:

12.1 The Chairperson may enter into any and all agreements for the use and/or occupancy of property which the Authority owns or to which the Authority has a possessory interest including, but not limited to, leases, easements, licenses and permits, provided that: (i) the agreement entered into by the Chairperson is revocable by the Authority Board within 30 days without cause being shown, or that (ii) the agreement entered into by the Chairperson simply changes the identity of the counter party to an existing agreement consistent with the terms of the existing agreement, or that (iii) the agreement entered into by the Chairperson is a renewal or extension of an existing agreement on terms and conditions at least as favorable to the

Authority as was the prior agreement. Provided, however, no agreement entered into by the Chairperson pursuant to this provision shall obligate the Authority to expend funds in excess of amounts that the Chairperson is authorized to approve, and further provided that no agreement entered into by the Chairperson under this provision shall have a term in excess of five years.

This Amendment to the Bylaws was adopted by the Authority Board on the ____ day of _____, 2021.

Voting Yes: _____

Voting No: _____

Authority Chairperson

Dated: _____

Exhibit D

**FIRST AMENDMENT TO THE KALAMAZOO (LAKE)
HARBOR AUTHORITY RULES OF PROCEDURE**

This First Amendment (the "Amendment") to the Rules of Procedure (the "Rules") of the Kalamazoo Lake Harbor Authority, Inc. (the "Authority") as approved by the Authority Board, and it is based upon the following facts.

- A. The City of Saugatuck and the City of the Village of Douglas created the Authority.
- B. The Township of Saugatuck wishes to become a member of the Authority.
- C. A condition of the Township of Saugatuck joining the Authority is that the Authority Board amend the Rules by this Amendment.

Therefore, the Authority Board amends the Rules as follows.

- 1. Throughout the Rules, wherever the Rules refer to the "Authority," the Rules will be amended to instead refer to the "Authority Board," unless the context clearly indicates to the contrary.
- 2. In Section A.3.b of the Rules, the reference to "city office" shall be replaced with "party office."
- 3. In Section A.4 of the Rules, the "15 days" to prepare a draft of the Authority Board minutes shall be replaced with "eight business days."
- 4. In Section B.1, the period at the end of the last sentence should be replaced with the following: "except for closed sessions as allowed by the Open Meetings Act."
- 5. Section B.2 of the Rules shall be restated in its entirety to state: "An agenda for each regular Authority Board meeting shall be established per Section 8.1 of the Bylaws of the Authority."
- 6. Section C.4 of the Rules shall be restated in its entirety to state:
 - 4. Duty to vote:
Appointment to a deliberative body carries with it the obligation to vote. Authority Board members present at a meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law. An Authority Board member who is present and abstains or does not respond to a roll call vote shall be counted as voting with the prevailing side and shall be so recorded, unless otherwise excused or prohibited by law from voting. Conflict of interest, as defined by law or Authority Bylaws or

Draft Date
01/05/2021

these Rules, shall be the sole reason for a member to abstain from voting. The opinion of a municipal attorney concerning a conflict of interest shall be binding on the Authority Board unless the Authority Board, excluding the member with the potential conflict of interest, votes to the contrary. A vote may be tabled, if necessary, to obtain the opinion of a municipal attorney. The right to vote is limited to the members of the Authority Board present at the time the vote is taken, unless otherwise allowed by law. Voting by proxy or by telephone is not permitted by these Rules unless allowed by law. All votes must be held and determined in public; no secret ballots are permitted.

This Amendment to the Rules was adopted by the Authority Board on the ____ day of _____, 2021.

Voting Yes: _____

Voting No: _____

Authority Chairperson

Dated: _____

Exhibit 3

**FIRST AMENDMENT TO THE BYLAWS OF
THE KALAMAZOO LAKE HARBOR AUTHORITY, INC.**

This First Amendment (the "Amendment") to the Bylaws (the "Bylaws") of the Kalamazoo Lake Harbor Authority, Inc. (the "Authority") as approved by the Authority Board, and it is based upon the following facts.

- A. The City of Saugatuck and the City of the Village of Douglas created the Authority.
- B. The Township of Saugatuck wishes to become a member of the Authority.
- C. A condition of the Township of Saugatuck joining the Authority is that the Authority Board amend its Bylaws by this Amendment.

Therefore, the Authority Board amends its Bylaws as follows.

- 1. Throughout the Bylaws, specifically including but not limited to Sections 3.1, 4.1(a), 4.1(d), 4.1(e), 6.1(j), and 9.4, references to "City" or "Cities" shall be replaced by references to "Party" or "Parties".
- 2. The first sentence of Section 5.3 of the Bylaws shall be restated as follows: "The Authority Board requires that any member of the Authority Board having a direct or indirect conflict of interest in any matter before the Authority disclose that member's conflict of interest."
- 3. The first sentence of Section 5.5 of the Bylaws shall be restated as follows: "An officer may be removed by the Authority Board by a majority vote of the entire Authority Board with or without cause at any time."
- 4. The first paragraph of Section 6.1 of the Bylaws shall be restated as follows: "The Authority Board shall do all of the following by a majority vote of its full membership unless otherwise provided."
- 5. Section 12.1 of the Bylaws shall be restated as follows:

12.1 The Chairperson may enter into any and all agreements for the use and/or occupancy of property which the Authority owns or to which the Authority has a possessory interest including, but not limited to, leases, easements, licenses and permits, provided that: (i) the agreement entered into by the Chairperson is revocable by the Authority Board within 30 days without cause being shown, or that (ii) the agreement entered into by the Chairperson simply changes the identity of the counter party to an existing agreement consistent with the terms of the existing agreement, or that (iii) the agreement entered into by the Chairperson is a renewal or extension of an existing agreement on terms and conditions at least as favorable to the

Authority as was the prior agreement. Provided, however, no agreement entered into by the Chairperson pursuant to this provision shall obligate the Authority to expend funds in excess of amounts that the Chairperson is authorized to approve, and further provided that no agreement entered into by the Chairperson under this provision shall have a term in excess of five years.

This Amendment to the Bylaws was adopted by the Authority Board on the ____ day of _____, 2021.

Voting Yes: _____

Voting No: _____

Authority Chairperson

Dated: _____

Exhibit 4

**FIRST AMENDMENT TO THE KALAMAZOO (LAKE)
HARBOR AUTHORITY RULES OF PROCEDURE**

This First Amendment (the "Amendment") to the Rules of Procedure (the "Rules") of the Kalamazoo Lake Harbor Authority, Inc. (the "Authority") as approved by the Authority Board, and it is based upon the following facts.

- A. The City of Saugatuck and the City of the Village of Douglas created the Authority.
- B. The Township of Saugatuck wishes to become a member of the Authority.
- C. A condition of the Township of Saugatuck joining the Authority is that the Authority Board amend the Rules by this Amendment.

Therefore, the Authority Board amends the Rules as follows.

- 1. Throughout the Rules, wherever the Rules refer to the "Authority," the Rules will be amended to instead refer to the "Authority Board," unless the context clearly indicates to the contrary.
- 2. In Section A.3.b of the Rules, the reference to "city office" shall be replaced with "party office."
- 3. In Section A.4 of the Rules, the "15 days" to prepare a draft of the Authority Board minutes shall be replaced with "eight business days."
- 4. In Section B.1, the period at the end of the last sentence should be replaced with the following: "except for closed sessions as allowed by the Open Meetings Act."
- 5. Section B.2 of the Rules shall be restated in its entirety to state: "An agenda for each regular Authority Board meeting shall be established per Section 8.1 of the Bylaws of the Authority."
- 6. Section C.4 of the Rules shall be restated in its entirety to state:

4. Duty to vote:

Appointment to a deliberative body carries with it the obligation to vote. Authority Board members present at a meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law. An Authority Board member who is present and abstains or does not respond to a roll call vote shall be counted as voting with the prevailing side and shall be so recorded, unless otherwise excused or prohibited by law from voting. Conflict of interest, as defined by law or Authority Bylaws or

these Rules, shall be the sole reason for a member to abstain from voting. The opinion of a municipal attorney concerning a conflict of interest shall be binding on the Authority Board unless the Authority Board, excluding the member with the potential conflict of interest, votes to the contrary. A vote may be tabled, if necessary, to obtain the opinion of a municipal attorney. The right to vote is limited to the members of the Authority Board present at the time the vote is taken, unless otherwise allowed by law. Voting by proxy or by telephone is not permitted by these Rules unless allowed by law. All votes must be held and determined in public; no secret ballots are permitted.

This Amendment to the Rules was adopted by the Authority Board on the ____ day of _____, 2021.

Voting Yes: _____

Voting No: _____

Authority Chairperson

Dated: _____

MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: April 19, 2021

Subject: Blue Star Highway Safety
Improvements

The Douglas City Council formed an ad hoc committee of two members of the City Council, the City Manager, and the City Engineer to study Blue Star Highway between Main and Center Streets to recommend improvements that would improve the flow of traffic, improve sight distances, and improve the safety of the corridor. Several items were identified and studied, and the committee ranked the improvement measures by priority. The top priorities are:

- Adjust widened island between Union Street and Main Street.
- Mill & resurface the cycle track portion from St. Peter's to Main Street.

Other options considered include:

- Make striping and curb adjustments at the St. Peter's Drive intersection.
- Adjust curb at the north side of the Union Street intersection.
- Adjust curb, guardrail, sidewalk at the south side of the Union Street intersection.
- Replace asphalt path with concrete sidewalk from St. Peter's to Main Street.

The City Engineer defined and bid a scope of work to include removal of the widened planter area and curb on Blue Star Highway between Union Street and Main Street and replace with approximately 200 feet of straight curb, traffic lane restriping, and repaving of the cycle track section between St. Peter's Drive and Main Street. We don't anticipate these changes will impact the proposed Blue Star Trail work that will construct the remainder of the trail that connects Douglas, Saugatuck and Saugatuck Township.

The following bids were received:

- AP's Excavating, Hamilton, Michigan - \$74,000.00
- Anlaan Corporation, Grand Haven, Michigan - \$76,022.50
- Curt DeJonge Excavating, Holland, Michigan - \$82,000.00

AP's Excavating of Hamilton, Michigan, was the low bid. Funds for this project were planned in the current budget in the Major Street – General Streets and ROW – Capital Outlay Fund - 202-463-979.

If approved, work will commence in the first week of May, and the contractor is anticipating a detour will not be necessary at this time.

I recommend City Council award the contract to make safety improvements and resurface the trail on Blue Star Highway to AP's Excavating of Hamilton, Michigan in the amount not to exceed \$74,000.

Blue Star Highway

Union Street to Main Street

Legend

Remove & Replace Curb
Remove Brick Pavers
Remove Soil, Plantings

Google Earth

© 2020 Google

W Lawn Ave

E Lawn Ave



200 ft

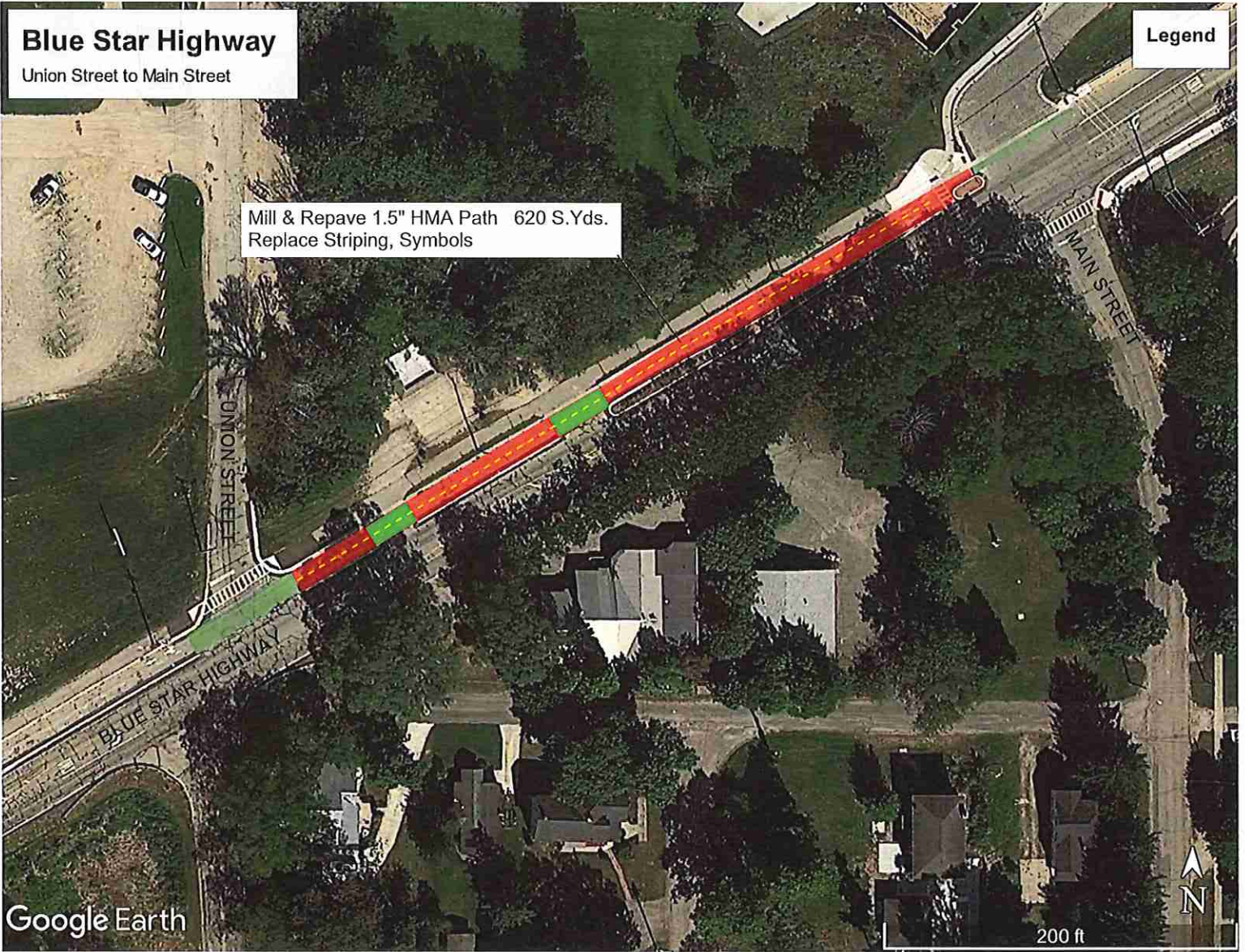


Blue Star Highway

Union Street to Main Street

Legend

Mill & Repave 1.5" HMA Path 620 S.Yds.
Replace Striping, Symbols



Google Earth

200 ft

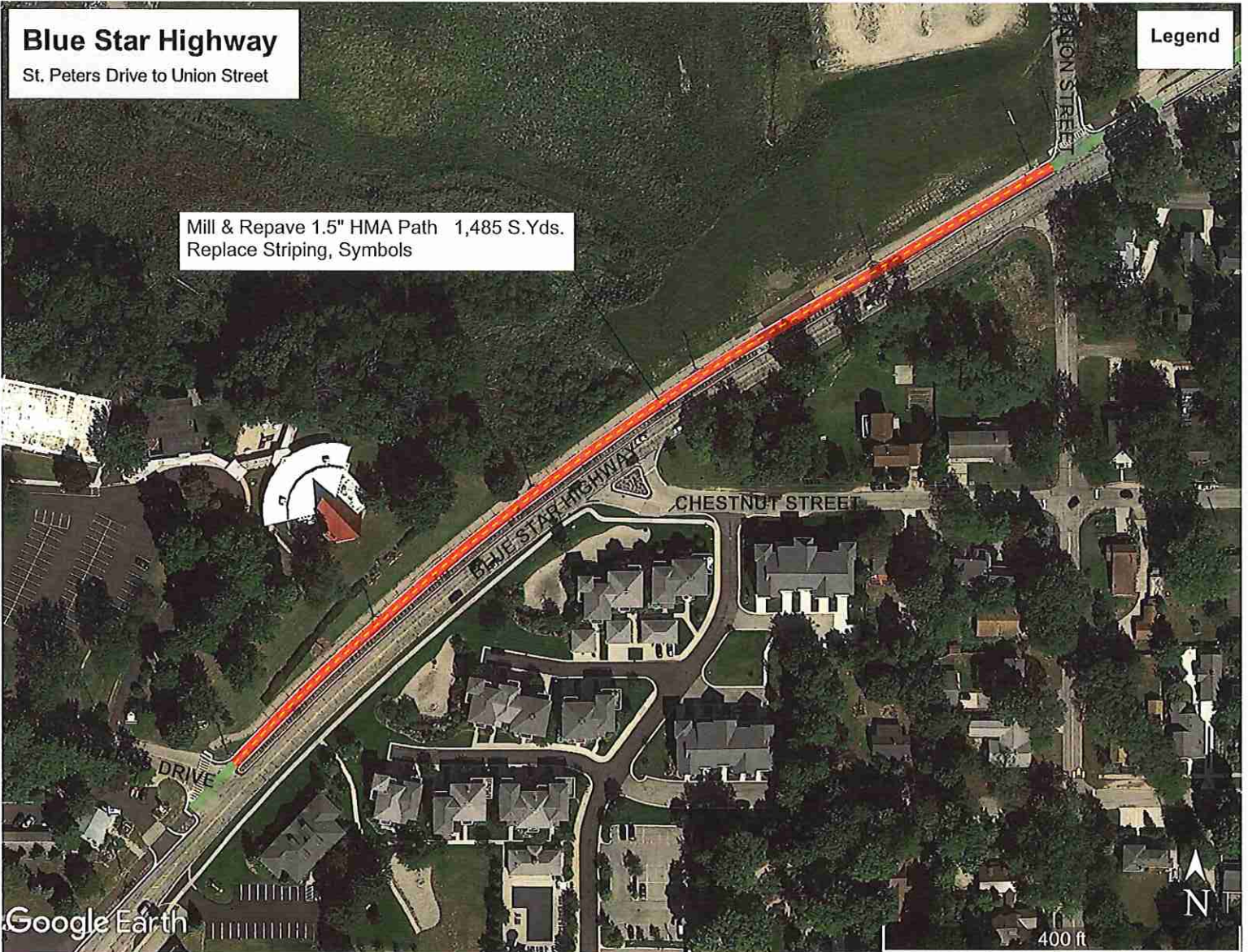


Blue Star Highway

St. Peters Drive to Union Street

Legend

Mill & Repave 1.5" HMA Path 1,485 S.Yds.
Replace Striping, Symbols

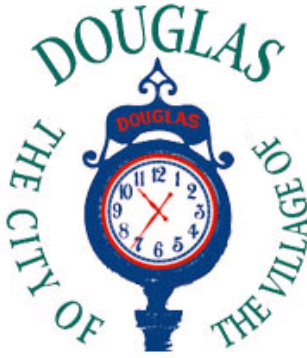


Google Earth

400 ft

N

MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: April 19, 2021

Subject: Intergovernmental Agreement to
Retain Engineering Services for the
North Section of the Blue Star Trail
Resolution 20-2021

The Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, permits public agencies to exercise jointly with any other public agency, any power, privilege, or authority which public agencies share in common and which each might exercise separately. The continued development of the north section of the Blue Star Trail is supported by the communities of Douglas, Saugatuck and Saugatuck Township through the creation of the Tri Community Committee (TCC) for the Blue Star Trail. TCC was created by a joint resolution of three municipalities for the purpose of completing the remaining sections of the Blue Star Trail through the respective communities.

Through its committee meetings, TCC recommends entering into an interlocal agreement to jointly pursue the development and continuance of the Blue Star Trail through the respective communities to provide recreational opportunity and support economic development. To support the objective, TCC finds it necessary to retain the services of a professional engineering firm to advise how to best proceed with development of the Blue Star Trail project. The committee solicited responses from qualified engineering firms to provide design engineering services and recommends selection of C2AE of Grand Rapids.

Friends of the Blue Star Trail, a non-profit organization whose mission is to advocate for the development and continuance of the Blue Star Trail from South Haven to Saugatuck, have agreed to pay the reasonable fees for engineering services related to scope of work for the project provided by C2AE. The offer to pay for engineering services will allow the participating local units of government the opportunity to minimize or avoid any obligation to pay C2AE for their contractual services.

The agreement further designates Ryan Heise, Saugatuck City Manager, as the project liaison to work as the principle contact with the engineering firm, approve scope of work, consult with TCC and the chief administrative officer for each municipality in which the affected portion of the trail is located.

There is no cost for the City of Douglas to enter into this intergovernmental agreement with Saugatuck and Saugatuck Township.

This agreement has been reviewed by the City Attorney.

I recommend City Council approve Resolution 20-2021 to enter into an Intergovernmental Agreement with Saugatuck and Saugatuck Township to retain the engineering services of C2AE of Grand Rapids, and authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Douglas.

**INTERGOVERNMENTAL AGREEMENT
TO RETAIN ENGINEERING SERVICES FOR
THE NORTH SECTION OF THE BLUE STAR TRAIL**

This INTERLOCAL AGREEMENT is entered into pursuant to Act 7 of PA 1967 (hereinafter defined), by and among Saugatuck Township, 3461 Blue Star Hwy. P.O. Box 100, Saugatuck, MI 49453, the City of Saugatuck, 102 Butler St., Saugatuck, MI 49453, and the City of the Village of Douglas, PO Box 757, 86 W. Center St., Douglas MI 49406-0757 (the "Municipalities"), each of them a "public agency" as defined in Act 7.

RECITALS

WHEREAS, the Friends of the Blue Star Trail (FOTBST) is a 501(c)(3) non-profit organization incorporated in the State of Michigan for the charitable purpose of advocating for the development and continuance of the Blue Star Trail from South Haven to Saugatuck ("Trail"); and

WHEREAS the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. ("Act 7"), permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately; and

WHEREAS the Municipalities have supported the Trail and in 2019-20 each passed a Joint Resolution that reaffirmed their support for the Trail and for pursuing construction of the Trail through their territories (the "Project"), including creation of a Joint Tri-community Study Committee ("TCC"); and

WHEREAS the Municipalities desire to enter into an interlocal agreement, pursuant to Act 7, to jointly pursue the Project through the authority granted by Act 7.

WHEREAS each Municipality has the power, privilege and authority to perform various economic development and recreational activities and administrative functions supportive of economic development and recreational activities, and to enter into this Agreement.

WHEREAS the TCC has determined that it is necessary to retain the services of a professional engineering firm to advise it as to how best to proceed with the Project; and

WHEREAS the TCC has identified a number of qualified engineering firms, obtained proposals from four firms, selected two finalists, checked their references, conducted interviews of the firms, selected Capital Consultants, Inc. ("C2AE"), and arranged for legal counsel to negotiate the form of a proposed contract with that firm; and

WHEREAS the FOTBST has agreed to pay the reasonable fees of C2AE related to the Project; and

WHEREAS the Municipalities and the FOTBST desire to retain C2AE to begin working on the Project while they negotiate a broader interlocal agreement for the other aspects of the construction and maintenance of the Project; and

WHEREAS each Municipality, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

CORE TERMS

NOW, THEREFORE, the parties agree as follows:

1. The Municipalities will all execute the approved contract, attached as Exhibit A, at the next meeting of their respective governing body.
2. To minimize costs and the risk of miscommunication, the parties hereby designate Ryan Heise, Saugatuck City Manager, as their liaison for the project (the "Project Liaison"). The Project Liaison shall be principal contact for the engineering firm. The Project Liaison shall provide regular status reports on the project to the TCC. Further, the Project Liaison shall consult with the chief administrative officer (i.e. the municipal manager) for the municipality before making any material decisions regarding the design of a trail segment located in that municipality.
3. Any changes in the scope of work to be provided by C2AE under this contract must be approved in writing by the Project Liaison, in consultation with the TCC and the chief administrative officer for each municipality in which the affected portion of the trail is located. Further, each municipality is free to retain C2AE or another individual or entity to render additional services to it under a separate agreement.
4. The goal is for the Municipalities not to incur any expense for engineering fees under this contract, but rather for the FOTBST to pay such reasonable fees. To accomplish this goal:
 - a. C2AE will break down its work into appropriate phases.
 - b. Prior to beginning work on the next phase, C2AE will provide a not-to-exceed estimate of its fee to the Project Liaison and to the FOTBST.
 - c. The Allegan County Community Foundation, as fiduciary to the FOTBST, will confirm in writing to the Project Liaison that it has sufficient funds on account to pay the fee for the next phase.
 - d. The Project Liaison will authorize C2AE to commence work on the next phase absent an objection by a Municipality. Municipalities shall have [time – 10 working days?] to object/challenge the scope of work/estimate prior to the start of each phase.
 - e. C2AE will issue monthly invoices according to the terms of its contract.

- f. Upon approval by the Project Liaison and the FOTBST, the FOTBST will authorize the ACCF to pay the invoice from the FOTBST's account [or from a new account to be set up dedicated to the TCC Project].
- g. Subject to the terms of the contract with C2AE, the Project Liaison, in consultation with the TCC, may determine to suspend or halt the work of C2AE at any time.

MISCELLANEOUS

- 5. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.
- 6. No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.
- 7. Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.
- 8. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- 9. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.
- 10. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- 11. Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.
- 12. Jurisdiction and Venue. In the event of any dispute between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.
- 13. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that

an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Agreement.

14. Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF THE VILLAGE OF DOUGLAS

WITNESS:

BY:

Its: _____

BY:

Its: _____

DATE: _____

CITY OF SAUGATUCK

WITNESS:

BY:

Its: _____

BY:

Its: _____

DATE: _____

SAUGATUCK TOWNSHIP

WITNESS:

BY:

Its: _____

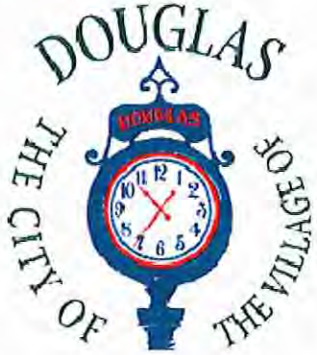
BY:

Its: _____

DATE: _____

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MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: April 19, 2021

Subject: C2AE Engineering Services Agreement
– Blue Star Trail – North Section

The Tri Community Committee (TCC) for the Blue Star Trail issued a request for proposals to solicit responses from qualified engineering firms for the design of the Blue Star Trail that will connect Douglas, Saugatuck and Saugatuck Township. The Committee received four responses and ranked the responses according to their experience in trail design, project management, traffic engineering, grant writing, and working with multi-jurisdiction projects. C2AE of Grand Rapids was the best ranked firm.

C2AE will work with the TCC to plan, design and construct portions of the trail to complete the 4.5-mile north section of the Blue Star Trail. In addition, C2AE will apply for applicable grant funding opportunities to support the development of the trail.

If approved, Friends of the Blue Star Trail will enter into agreement to pay for the design and engineering services of C2AE. There is no cost for the City of Douglas to enter into this agreement.

This agreement has been reviewed by the City Attorney.

I recommend City Council approve the proposal for engineering services for the Blue Star Trail with C2AE of Grand Rapids, Michigan, and authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Douglas.



April _____, 2021

City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

City of the Village of Douglas
86 W. Center Street
Douglas, MI 49406

Saugatuck Township
3461 Blue Star Hwy
Saugatuck, MI 49453

Re: PROPOSAL FOR ENGINEERING SERVICES BLUE STAR TRAIL – NORTH SECTION

Dear Members of the Tri-Community Joint Study Committee for the Blue Star Trail (TCC):

C2AE is excited to partner with TCC and its' member communities to provide professional services for the Blue Star Trail. We look forward to building a lasting relationship with the Committee—including its members from Saugatuck Township, the City of Saugatuck, the City of the Village of Douglas (the MUNICIPALITIES or MUNICIPALITY), and the Friends—as we move forward with the completion of a 4.5-mile section of trail from Douglas, over the bridge, through the City of Saugatuck, and into Saugatuck Township.

Our Time and Materials Not-to-Exceed (T&M NTE) fee of \$39,400, as listed in this proposal, covers conceptual design and grant application services. The final design engineering and construction engineering phase fees will be determined at the end of the conceptual design phase and may be added to this contract via amendment.

Thank you once again for this opportunity to leverage our experience and share our talents to advance the Blue Star Trail and leverage the economic opportunity in each of the three communities and across the entire region.

TEAM ORGANIZATION



WORK PLAN/SCOPE OF SERVICES

The Tri-Community Joint Study Committee (TCC), consisting of members from Saugatuck Township, the City of Saugatuck, the City of the Village of Douglas, and the Friend of the Blue Star Trail (FOBST), desires to submit funding applications to the Michigan Department of Transportation – Transportation Alternatives Program (TAP) and the Michigan Natural Resources Trust Fund (MNRTF).

The long-term project will include the planning, design, and construction of three new sections of trail to complete the 4.5-mile north section of the Blue Star Trail. The TAP application is anticipated to be submitted in October, 2021 and the MNRTF application in April of 2022. The desire is for construction to take place in 2023.

Previous preliminary planning and routing analysis work has been completed for these sections of trail, which we plan to utilize in the early phases of planning and design. The trail crossing design over the Kalamazoo River will be a key component to gain consensus and buy-in early in the project from the multiple stakeholders.

Our initial review of the past trail crossing configuration alternatives on the bridge revealed the following aspects that need further evaluation during the schematic design phase:

- Storm water drainage and potential ponding (spread) in the 1-foot buffer areas; scupper capacities
- Impact to existing bridge expansion joints from modifications to incorporate the trail
- Consideration of other options that include widening the existing sidewalk on the west side to a 14-foot trail; possible cantilevering on the outside of the bridge to gain more width
- Staging of construction to minimize impact for emergency vehicles and the motoring public

Our firm implemented a similar bridge modification project for the City of Lansing on Aurelius Road that converted a 4-lane bridge to a 3-lane section to incorporate a 10-foot non-motorized path/trail.

Based on C2AE's understanding of the project, we propose the following general work plan, which can be modified and adjusted as needed throughout the project.

Planning

C2AE will develop and implement an action plan for planning and design engineering of the currently defined trail corridor. The plan will identify an overall project timeline, communication engagement strategy or strategies, funding sources, roles and responsibilities, and a phasing plan with estimated timelines and costs for design, construction, and trail maintenance. We recognize that the keys dates currently identified by the committee include the October 2021 TAP Grant application and the April 2022 MNRTF Application. We have included examples of the action planning components are in the additional information section.

Timeline

C2AE will create a project timeline at the outset of the project for use in tracking and monitoring the project progress. Timeline dates will be updated on a monthly basis as part of our progress reporting process. Monthly progress reports will be provided by C2AE to provide updates for all current project activities.

Timeline will include, but not be limited to, the following key milestone dates:

- Project team meetings
- Local units of government/public meetings
- Duration of schematic design phase with deliverable dates (funding applications)
- Duration of final design phase with deliverable dates
- Permit submittal dates
- Duration for bidding
- Duration of construction
- Regional events
- Any other key milestones

Public Outreach

Communicating effectively along the way, we will meet project goals with a comprehensive design that integrates:

- Thorough review and vetting of previous work to date
- Proactive project scoping
- Sound data collection
- Site and context analysis and synthesis
- Comprehensive mapping
- Creative alternatives
- Environmentally compatible, sustainable, and cost-effective solutions
- Realistic opinions of probable construction and maintenance costs
- Detailed, implementable action plans with workable phasing

These elements are to be conducted by a multi-disciplined team with professional experience and expertise in non-motorized trail access development, natural resource systems, accessibility requirements/guidelines, context-sensitive design solutions, aesthetics, and other relevant functional needs. C2AE will lead this effort, providing:

- Project Management led by seasoned C2AE principal Larry Fox and aided by experienced assistant project manager Cory Davis
- Trail Routing, Public Involvement, and Inter-agency Coordination led by Rusti Owens
- Civil Engineering including conceptual layout and design led by Tyler Ruel

In addition, our specialized team partners include Meyerson Consulting for funding and public engagement expertise, Cardno for environmental and natural features assessments, Carter & Associates for traffic signal work, and Driesenga Associates for surveying, geotechnical engineering, and easement acquisition

Funding Evaluation/Applications

We will review the existing list of funding sources for each trail segment and determine if there are other opportunities available. Requirements for each funding agency will be documented. In general, C2AE will be responsible for the development of the majority of the funding application, with input, review, and submittal of funding applications by the applicable governmental agencies. C2AE will generate exhibits, cost opinions, and other supporting documentation as needed. Private fundraising activities will be conducted by the project team and supported by C2AE.

Roles and Responsibilities

At the kickoff meeting, we will document the roles and responsibilities of each stakeholder or entity involved in the project. Throughout the project, C2AE will coordinate and track the progress of key assignments to ensure the overall project, as well as each trail segment, remains clearly assigned and on schedule. This effort will include monitoring the assignments of the subconsultant firms involved. We will communicate consistently and clearly with the committee or assigned project/community stakeholder teams regarding the project status and commitments.

Trail Maintenance Plan

C2AE will use our extensive experience with trail projects and the trail calculators already created to estimate costs associated with trail maintenance, operations, and replacement. We will also assist in the identification of solutions for trail maintenance approaches along the corridor, which can vary from simple cooperation between units of government to a formal establishment of a recreational authority. Maintenance will play a key role in achieving the expected service life of the trail system and ensure viability for generations to come.

DESIGN & CONSTRUCTION

C2AE proposes the following general scope of services for each trail segment that will meet AASHTO Guidelines, Americans with Disabilities Act and Accessibility Guidelines (ADAAG), and other current federal, state, and local codes and guidelines. MDOT Local Agency guidelines will also be met when state funding is involved.

Schematic Design

Initial Scoping Meeting

C2AE and the committee/project team are accountable for the proper stewardship of funds and time allocated to this project. C2AE's project management plan (PMP) document is designed to assist in this task by providing the detail needed to implement the contract requirements.

C2AE will convene a meeting of the project team personnel responsible for proper project administration (TCC). The meeting's purpose is to review and confirm everyone's expectations regarding the project process.

Second to listening to the voices of the users, communities, and local agencies, schematic design based on sound comprehensive data is next most important to providing feasible and constructible alternatives.

Gather Existing Data

C2AE will collect available relevant secondary source information including, but not necessarily limited to:

- Existing schematic trail routes and alternatives
- Preliminary design alternatives for the Kalamazoo River crossing
- GIS and Lidar data, such as parcel mapping, topography, utilities, soil types, natural features, and other environmental conditions
- Federal, state, and local guidelines and requirements for trail development
- Local zoning or planning ordinances
- Historical features, such as protected archaeological sites, significant structures, etc.
- Habitats for endangered or threatened species of flora or fauna
- Planned utility work (broadband, sewer, etc.)

Using available secondary source information—such as aerial or USGS topographic mapping, community mapping, plat maps, and existing planning maps—together with information obtained during the initial scoping meeting, C2AE will develop base plans for use during development of the site/constraints inventory analysis and alternative trail alignment options.

Conduct an Initial Visual Site Assessment

The C2AE team (including the project team as they desire) will conduct an initial site assessment of each segment to visually review and document any unique features of the proposed routing corridor(s) and define the envisioned limits and locations for programmed improvements.

At this time, we will collectively identify and confirm any known potential impacts to development as well as identify and address safety and security provisions as necessary. During the assessment we will also identify any visible potential environmental concerns and/or areas that may require detailed supplemental investigations.

Perform Site Analysis

We will add the existing available information and other insights gained from the site assessment. The enhanced drawing will be a backdrop for preparing a graphic site analysis of existing built and natural conditions that could have either a positive or negative impact on the project. Existing conditions will include at a minimum:

- Soils, topography, and vegetation
- Hydrology and drainage patterns, channels, and washes
- Unique biological characteristics
- Outstanding natural features
- Cultural and historic features
- Adjacent land uses
- Negative site features or hazards
- Directions, speed limits, and traffic flow volumes
- Emergency vehicle accessibility
- Logical points of site ingress and egress
- Existing structure locations or development

We will evaluate the trail crossing of the Goshorn Creek just north of 134th Avenue to determine permitting requirements and possible crossing locations. It is our understanding that multiple routes have been conceptually developed through Amalanchier Park or along 134th Avenue to connect the Blue Star Highway trail to the Beeline trail on Holland Street. Previous information will be utilized during our analysis to select the final trail location.

TCC Committee Meetings

C2AE will conduct two or three meetings with the TCC to review and discuss the opportunities and constraints associated with each alignment and a preliminary cost for development. During these meetings, the TCC and C2AE will select alignments determined to represent the most feasible and prudent options to present and carry forward for further development as practical alternatives. Following the initial TCC review meeting, we will refine each illustrative alternative, if necessary, based on comments obtained during the meeting. Since that initial meeting will essentially be more of a work session, further work will be required to refine each alternative into a final presentation format. Additional meetings with the TCC will refine alternatives into a final recommended plan for adoption by the member local units of government.

Gather Emergency Responder Input

During the review of alternatives (especially for the Blue Star Highway crossing of the Kalamazoo River), we plan to include local emergency responders to gain their perspective on the alternatives. This could happen as a part of one of the TCC meetings mentioned above. Support of the selected alternative by the local fire departments, police departments, and highway maintenance entity will be important in moving the plan forward.

MDOT LAP Review

As a local funding source, MDOT Local Agency Programs will be provided the opportunity for review and input on the alternatives under consideration.

Public Information Meeting

C2AE will plan, organize, coordinate, and conduct the final project public information meeting/public hearings through each local unit of government to review the final rendered preferred alternative, opportunities, and constraints, opinions of probable construction cost, trail phasing/segments, and associated planning elements. This information will form the basis for the funding applications.

Funding Applications

With the assistance of the TCC, C2AE will develop and prepare the MDOT TAP and MNRTF Funding applications for review and submittal by the applicable local agency.

FEE

As noted in the Request for Proposals, it is difficult to provide fee estimates for projects where all aspects of the project are not yet determined. Therefore, we are providing a detailed fee estimate for the Conceptual Design/Funding Application phase of the project. For future phases of the project, we have typically used percentage of construction estimates for fee determination for planning purposes, and have successfully integrated this fee planning concept into contracts for multi-phase/multi-year projects. We suggest the following fee breakdown for planning purposes

Conceptual Design & Grant Applications

For this phase of the project, C2AE proposes to complete the work a time and material basis, with a total not-to-exceed amount. Our detailed fee breakdown is as follows:

Task 1 – Research and Analysis (includes 1 meeting with TCC)	\$9,400
Task 2 – Alternatives Development (includes 3 meetings with TCC/stakeholders)	\$17,200
Task 3 – Final Plan and Presentations (inc. meeting with each local unit of government)	\$7,800
Task 4 – MDOT TAP and MNRTF Grant Applications	\$5,000
<i>Total Not to Exceed Fee</i>	<i>\$39,400</i>

Future Project Phases

Actual fees to be determined at a later date and added by amendment to this Agreement (if any). The anticipated range of fees are shown below:

Final Design Engineering	4-6*
Construction Engineering	8-10*

* percent of the estimated construction cost

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the City of Saugatuck, City of the Village of Douglas and Saugatuck Township, collectively hereinafter called the MUNICIPALITIES, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the above described Scope of Services.
- B. Municipalities' Project Liaison: Except as otherwise expressly stated in this Agreement, the Project Liaison designated in the Interlocal Agreement between the parties dated _____, 2021, as may be amended hereafter, shall be authorized to communicate with the A|E CONSULTANT and make decisions on behalf of the MUNICIPALITIES with respect to the project as above described. All notices contemplated by this Agreement shall be made to the Project Liaison.
- C. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that could not have been known with the exercise of reasonable care to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the MUNICIPALITIES of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the MUNICIPALITIES shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- D. Additional Services: As provided in the Scope of Services, the total fee for all services within the anticipated scope of the Conceptual Design and Grant Applications phase of the project shall not exceed \$39,400, inclusive of expenses. Additional services not specifically identified in the Scope of Services shall be paid for by the MUNICIPALITIES in addition to the fees previously stated, provided the MUNICIPALITIES authorize such services in advance in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- E. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard, and will reimburse the MUNICIPALITIES for the reasonable costs arising out of its failure to meet such standard.
- F. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The MUNICIPALITIES acknowledge that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- G.
- H. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- I. Permits and Approvals: The A|E CONSULTANT shall assist the MUNICIPALITIES in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the

construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement. Any fees required for said permits shall be paid by A|E CONSULTANT.

- J. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the MUNICIPALITIES understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.
- K. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for MUNICIPALITIES approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the MUNICIPALITIES, performance of services by the MUNICIPALITIES' consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the MUNICIPALITIES, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- L. Ownership of Reports, Drawings and Other Materials: The MUNICIPALITIES agree that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The MUNICIPALITIES shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The MUNICIPALITIES may obtain copies of any of the above named material. Copies of electronic media may be obtained by the MUNICIPALITIES. (See Alteration and Reuse of CAD Information provision of this Agreement.) Such copies shall be provided at the A|E CONSULTANT's actual cost.
- In addition, the A|E CONSULTANT grants a perpetual, non-exclusive license to the MUNICIPALITIES, the FOTBST, and any entity that may be subsequently formed for such purposes (such as a trail council), to use any such material, including CAD Information, in connection with the construction, alteration, or maintenance of the Blue Star Trail.
- M. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The MUNICIPALITIES may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the MUNICIPALITIES for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the MUNICIPALITIES, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the MUNICIPALITIES' sole risk, and the MUNICIPALITIES agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.

- N. **Payment Terms:** Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. If payment in full is not received by the A|E CONSULTANT within sixty (60) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the Past Due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- O. **Payment Terms:** The parties acknowledge and agree that this Agreement (Proposal), and the services to be rendered by C2AE in accordance with it, are subject to those agreements for funding of the project attached as Exhibits A and B hereto, and that all three agreements must be read in a unified manner. Without limiting the foregoing, it is agreed that with regard to payment for C2AE's services, the MUNICIPALITIES shall not be responsible, individually or jointly, for the same and the Friends of the Blue Star Trail (FOTBST) shall be responsible to pay the reasonable fees for such services according to the terms of this Agreement. To this end, the contract shall be administered and interpreted consistent with the following:
- A|E CONSULTANT will issue detailed monthly invoices, which shall include sworn statements and lien waivers as required by Michigan law.
 - Upon approval by the Project liaison and the FOTBST, the FOTBST will authorize the Allegan County Community Foundation (ACCF) to pay the invoice from the FOTBST's account [or from a new account to be set up dedicated to the TCC Project].
 - Subject to the terms of this contract, the project liaison, as representative of the MUNICIPALITIES, may determine to suspend or halt the work of C2AE at any time.

If the FOTBST fails to make payments when due or otherwise is in breach of this Agreement, the A|E CONSULTANT may suspend performance of services upon five (5) calendar days' notice to the MUNICIPALITIES and FOTBST. The A|E CONSULTANT shall have no liability whatsoever to the MUNICIPALITIES for any costs or damages as a result of such suspension caused by any breach of this Agreement by the MUNICIPALITIES. Upon payment in full of the amount then owing by the MUNICIPALITIES/FOTBST, the A|E CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the A|E CONSULTANT to resume performance.

- P. **Disputed Invoices:** If the MUNICIPALITIES or FOTBST object to any portion of an invoice, the MUNICIPALITIES/FOTBST shall so notify the A|E CONSULTANT in writing within 21 calendar days of receipt of the invoice. The MUNICIPALITIES/FOTBST shall identify in writing the specific cause of the disagreement and the amount in dispute and FOTBST shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within 21 calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within 45 calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the FOTBST on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- Q. **Abandonment of Work:** If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the MUNICIPALITIES of abandonment or suspension.
- R. **Errors and Omissions Insurance:** The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. It shall provide a certificate of insurance within 14 days of execution of this Agreement, which shall name the MUNICIPALITIES and the FOTBST. The MUNICIPALITIES agree to limit the A|E CONSULTANT's liability to the MUNICIPALITIES and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed the limits of its applicable insurance coverage.

- S. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the MUNICIPALITIES and the FOTBST, their officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's violation of the applicable standard of care under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The MUNICIPALITIES agree, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the MUNICIPALITIES' negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the MUNICIPALITIES is legally liable.

Neither the MUNICIPALITIES nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- T. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the MUNICIPALITIES nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the MUNICIPALITIES and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- U. Full-Time Construction Observation: The A|E CONSULTANT will provide full-time project representation in order to observe the progress and quality of the work completed by the Contractor. Such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

The A|E CONSULTANT shall keep the MUNICIPALITIES informed about the progress of the work and shall endeavor to guard the MUNICIPALITIES against deficiencies in the work.

- V. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT shall promptly notify the MUNICIPALITIES and may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the MUNICIPALITIES retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

- W. Change Orders/Stop Work Orders: The A|E CONSULTANT and the MUNICIPALITIES agree that any construction contract change orders or stop work orders must be approved in writing in advance by the MUNICIPALITIES.
- X. Consultants and Subcontractors: A|E CONSULTANT shall provide its consultants and subcontractors with a maximum 10% mark-up. It shall require any such consultant or subcontractor to comply with the terms of this Agreement, to maintain a reasonable amount of professional liability insurance, and to indemnify and hold harmless the MUNICIPALITIES and the FOTBST.
- Y. Dispute Resolution: The MUNICIPALITIES agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by all four of the parties hereto, and each of the four parties shall be entitled to send a representative to the mediation if they chose to do so.

If mediation fails to resolve the claim or dispute, any of the four parties hereto may file suit to in a court of competent jurisdiction.

- Z. Termination. This Agreement shall terminate when the Scope of Work is complete; however, this Agreement may be terminated before the Scope of Work is complete under any of the following circumstances:
- i. The MUNICIPALITIES may terminate this agreement at any time for convenience and without cause. In such case, A|E CONSULTANT shall be paid for services rendered prior to receipt of notice of termination.
 - ii. If the MUNICIPALITIES and A|E CONSULTANT mutually agree in writing, this Agreement may be terminated on the terms and dates so stated.
 - iii. If either party (i.e. the MUNICIPALITIES collectively or the A|E CONSULTANT) gives written notice to the other that such other party has substantially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within 30 days following the giving of such notice, this Agreement shall terminate on any future date specified in such notice.
 - iv. If A|E CONSULTANT files for protection from its creditors or for dissolution in any bankruptcy court or if any such action is filed against it by any creditor resulting in a bankruptcy court having jurisdiction over it, the MUNICIPALITIES may terminate this Agreement.
 - v. If A|E CONSULTANT violates any terms contained in any applicable grant agreement, or causes the MUNICIPALITIES to violate the terms contained in any applicable grant agreement, and such default shall not have been cured within 30 days following the giving of such notice, this Agreement shall terminate on such future date specified in the notice.

AA. Effect of Termination. Upon termination of this Agreement the parties shall not have any further obligation except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises or covenants made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to by A|E CONSULTANT, A|E CONSULTANT shall immediately discontinue all services (unless the notice directs otherwise) and deliver copies of all data, drawings, specifications, reports, estimates, summaries and such other materials it has accumulated in performing its obligations under this Agreement, whether completed or in the process. Unless the termination results from A|E CONSULTANT's default, breach or failure to perform according to this Agreement, an equitable adjustment shall be made in the compensation to be paid A|E CONSULTANT on a time and expense basis but no amount shall be paid on profit anticipated for services not yet performed by A|E CONSULTANT unless the termination results solely from the MUNICIPALITIES' default, breach or failure to perform according to the Agreement. This adjustment shall be calculated based on an accounting provided by A|E CONSULTANT to the MUNICIPALITIES of hours expended for services performed and direct costs incurred but not yet billed as of the date of termination (but shall not include work not yet performed) and shall use as a basis the A|E CONSULTANT's standard rates; however, such payments shall not exceed the amount listed for that task as set forth in the Scope of Work Conceptual Design & Grant Applications Paragraph.

C2AE

Authorized Signature:

Printed Signature:

Date:

Authorized Signature:

Printed Signature:

Date:

City of Saugatuck

Authorized Signature:

Printed Signature:

Date:

City of the Village of Douglas

Authorized Signature:

Printed Signature:

Date:

Saugatuck Township

Authorized Signature:

Printed Signature:

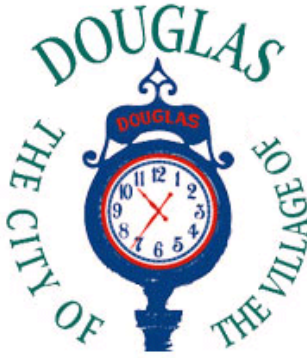
Date:

Authorized Signature:

Printed Signature:

Date:

MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: April 19, 2021

Subject: Agreement with Friends of the Blue Star Trail – Payment for Engineering Services – North Section
Resolution 21-2021

The Tri Community Committee (TCC) for the Blue Star Trail have selected C2AE of Grand Rapids, Michigan, through a competitive bid process to perform design, project management, traffic engineering, grant writing, and multi-jurisdiction coordination between the communities of Douglas, Saugatuck and Saugatuck Township, for the north section of the Blue Star Trail.

Friends of the Blue Star Trail, a non-profit organization, whose mission is to advocate for the development and continuance of the Blue Star Trail from South Haven to Saugatuck, have agreed to pay the reasonable fees for engineering services related to scope of work for the project provided by C2AE. The offer to pay for engineering services will allow the participating local units of government the opportunity to minimize or avoid any obligation to pay C2AE for their contractual services.

There is no cost for the City of Douglas to enter into this agreement with Friends of the Blue Star Trail.

This agreement has been reviewed by the City Attorney.

I recommend City Council approve Resolution 21-2021 to enter into agreement with Friends of the Blue Star Trail to pay for certain engineering services for the north section of the Blue Star Trail, and authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Douglas.

**AGREEMENT
FOR PAYMENT OF CERTAIN ENGINEERING SERVICES FOR
THE NORTH SECTION OF THE BLUE STAR TRAIL**

This AGREEMENT is entered into by and among Saugatuck Township, 3461 Blue Star Hwy. P.O. Box 100, Saugatuck, MI 49453, the City of Saugatuck, 102 Butler St., Saugatuck, MI 49453, the City of the Village of Douglas, PO Box 757, 86 W. Center St., Douglas, MI 49406-0757 (the "Municipalities"), and the Friends of the Blue Star Trail ("FOTBST"), a 501(c)(3) non-profit organization incorporated in the State of Michigan.

RECITALS

WHEREAS the mission of the FOTBST is the charitable purpose of advocating for the development and continuance of the Blue Star Trail from South Haven to Saugatuck ("Trail"); and

WHEREAS the Municipalities have supported the Trail and in 2019-20 each passed a Joint Resolution that reaffirmed their support for the Trail and for pursuing construction of the Trail through their territories (the "Project"), including creation of a Joint Tri-community Study Committee ("TCC"); and

WHEREAS the Municipalities have entered into an interlocal agreement, pursuant to Act 7, MCL 124.501 et seq., to jointly pursue the Project through the authority granted by Act 7, wherein the Municipalities appointed Ryan Heise as Project Liaison; and

WHEREAS the TCC has selected the engineering firm of Capital Consultants, Inc. ("C2AE") of Grand Rapids, MI, to perform the engineering work on the Project, and the Municipalities have negotiated a contract with C2AE for the Project, a copy of which has been provided to FOTBST; and

WHEREAS the FOTBST has agreed to pay the reasonable fees of C2AE related to the Project and the Municipalities desire to minimize or avoid any obligation to pay C2AE; and

WHEREAS each Municipality, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

CORE TERMS

NOW, THEREFORE, the parties agree as follows:

1. Upon execution by the Municipalities of their approved contract with C2AE, attached as Exhibit A, FOTBST agrees to pay the reasonable fees of C2AE for the scope of work described in that contract, according to the terms set forth herein.
2. Any changes in the scope of work to be provided by C2AE under its contract must be approved in writing by the Project Liaison, in consultation with the TCC and the chief administrative officer for each municipality in which the affected portion of the trial is located, to be eligible for payment of fees for such additional work by FOTBST.
3. The goal is for the Municipalities not to incur any expense for engineering fees under their contract with C2AE, but rather for the FOTBST to pay such reasonable fees. To accomplish this goal:
 - a. C2AE will break down its work into appropriate phases as agreed with TCC and FOTBST.
 - b. Prior to beginning work on the next phase, the firm will provide a not-to-exceed estimate of its fee to the Project Liaison, the Municipalities and to the FOTBST. The estimate for the first phase, entitled "Conceptual Design and Grant Applications" on p. 43 in C2AE's proposal, is for a not-to-exceed cost of \$39,400. FOTBST represents that it has sufficient funds to pay this amount on account with the Allegan County Community Foundation ("ACCF").
 - c. The ACCF, as fiduciary to the FOTBST, will confirm in writing to the Project Liaison, Municipalities and to C2AE that it has sufficient funds on account to pay the fee for each next phase. [Timeline for Municipality to object/respond?]
 - d. The Project Liaison and FOTBST shall agree to authorize C2AE to commence work on each next phase.
 - e. C2AE will issue monthly invoices according to the terms of its contract.
 - f. Upon approval by the Project Liaison and the FOTBST, the FOTBST will authorize the ACCF to pay the invoice from the FOTBST's account [or from a new account to be set up dedicated to the TCC Project].
 - g. Subject to the terms of the contract with C2AE, the Project Liaison, in consultation with the TCC, may determine to suspend or halt the work of C2AE at any time. [Any municipal board?]

MISCELLANEOUS

4. **Claims Against FOTBST.** To the fullest extent permitted by law, the Municipalities and their agents shall be responsible to defend and hold FOTBST, its employees, members, and agents harmless from any and all claims, damages and liabilities (including reasonable attorneys' fees and expenses) for injury to any person or damage to any real, personal or tangible property, to the extent arising from or relating to the negligent acts or omissions of the Municipalities, , in the performance, nonperformance, or breach of its obligations under this Agreement. This obligation shall not include damages, liabilities, costs or expenses resulting from the negligent acts or omissions of FOTBST or anyone for whose acts or omissions FOTBST may be liable.
5. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.
6. **No Presumption.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.
7. **Severability of Provisions.** If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.
8. **Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
9. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.
10. **Terminology.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
11. **Cross-References.** References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.
12. **Jurisdiction and Venue.** In the event of any dispute between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions

of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.

13. **Amendment.** The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Agreement.
14. **Execution of Agreement; Counterparts.** Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF THE VILLAGE OF DOUGLAS

WITNESS:

BY:

Its: _____

BY:

Its: _____

DATE: _____

CITY OF SAUGATUCK

WITNESS:

BY:

Its: _____

BY:

Its: _____

DATE: _____

SAUGATUCK TOWNSHIP

WITNESS:

BY:

Its: _____

BY:

Its: _____

DATE: _____

FRIENDS OF THE BLUE STAR TRAIL

WITNESS:

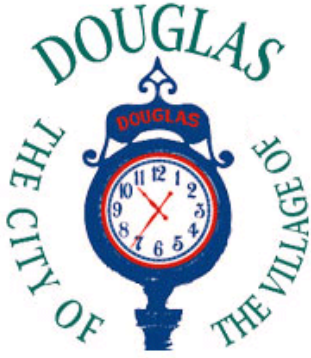
BY:

Its: _____

BY:

Its: _____

DATE: _____



To: City Council

**From: Nicholas Wikar
Planning and Zoning Administrator**

Date: April 14, 2021

**Subject: Resolution Approving Lot Split -
PPN: 03-59-150-045-00, 91 S. Union Street (Molly S.
Erlandson); Creating PPN: 03-59-150-045-20,
76 S. Spring Street
(Resolution 16-2021)**

In accordance with the Land Division Act, PA 288 of 1976, as amended, the Planning and Zoning Administrator, has reviewed an Application for Land Division to perform a Lot Split of PPN: 03-59-150-045-00, currently located at 91 S. Union Street, Douglas, Michigan.

Article 17 of the City of the Village of Douglas Zoning Ordinance established municipal Land Division Regulations pursuant to the Land Division Act, of which Section 17.03 affirms the administrative duties and responsibility of the Planning and Zoning Administrator to review the application for lot split for completeness and compliance with the City of the Village of Douglas Zoning Ordinance and the R-3 Neighborhood Conservation District standards. The application and submittals have been provided with Resolution 16-2021 for City Council Action, pursuant to Section 17.03(4): to consider approval, approval with conditions, or denial of the application for the public record.

Pursuant to the City of Douglas Schedule of Fees, all associated permit application fees have been paid to defer the cost of review, with no financial cost or burden upon the City resultant of this procedural action.

It is recommended the Douglas City Council approve Resolution 16-2021, a Resolution Approving Lot Split, and the complete Land Division Application for the division of PPN: 03-59-150-045-00, located at 91 S. Union Street, and creation of PPN: 03-59-150-045-20, to be located at 76 S. Spring Street, in Douglas, Michigan.



EXHIBIT "A"
(Res. 16-2021)

RECEIVED
MAR 23 2021
BY: NPW

Land Division Application
For Lot Splits, Line Adjustments & Consolidations, Fee: \$250.00

The Village of Friendliness - Since 1870

I. APPLICANT CONTACT INFORMATION

Name of Applicant(s): Molly S. Erlandson
 Street: 15 Arlington Court City: Charleston, State: WV ZIP: 25301
 Primary Phone: 304-881-5200 Alternate Phone: N/A Email: erlandson.m@gmail.com

II. OWNER INFORMATION (IF DIFFERENT THAN APPLICANT)

Name of Owner(s): DAVID C. Erlandson Trust
 Street: 91 Union Street City: Douglas State: MI ZIP: 49406
 Primary Phone: 304-881-5200 Alternate Phone: N/A Email: (see above-)

III. PROPERTY INFORMATION (Please See enclosed Survey)

Parcel Number(s): DIVIDE "B" from "C" Zoning District: R-3 NPW
 Address(es): Lot C: 91 Union Street, Lot B: No street address yet assigned,
 Action: Lot Split Line Adjustment Consolidation Other:
 Reason(s) Requesting Action: My father has passed. As Trustee of his Estate I need to separate Parcel B (which I own) from Parcel C (which has his home & barn) which will be for sale in future months.

IV. ACKNOWLEDGEMENT & SIGNATURES

The undersigned affirm that they acknowledge and agree, accepting responsibility that this application is complete, with all applicable and required materials pursuant to Section 17.03(1) of the City of the Village of Douglas Zoning Ordinance.

Applicant Signature: Molly Erlandson Date: 3/15/2021
 Owner Signature: David C. Erlandson (Trustee) Date: 3/15/2021

FOR INTERNAL USE ONLY

Filing Date: 03-31-2021 Received By: NPW Application Fee Paid (\$250.00): Yes No Section 17.03(1) Compliance: Yes No

Date of Planning Review: N/A Approved: [Signature] Date: 04-14-2021
 Date of Council Review: 04-19-2021 Denied: _____ Date: _____
 Signature: [Signature] Planning & Zoning Administrator

Notes: Resolution 16-2021: split of 91 S. Union to create 76 S. Spring
(PPN: 03-59-150-045-20).

Submission of this Land Division Application for review shall be accompanied by City of Douglas Zoning Review Application and may require Declaration of Consolidation to conform with the Michigan Land Division Act PA 288 of 1967 Village of Douglas Subdivision Ordinance No. 118 as well as Section 17.03(1) and all other requirements of the City of the Village of Douglas Zoning Ordinance. Pursuant to Section 17.03(2), if the application does not conform with section 17.03(1) and is not complete with fee, it shall be returned to the applicant.

EXHIBIT "B"

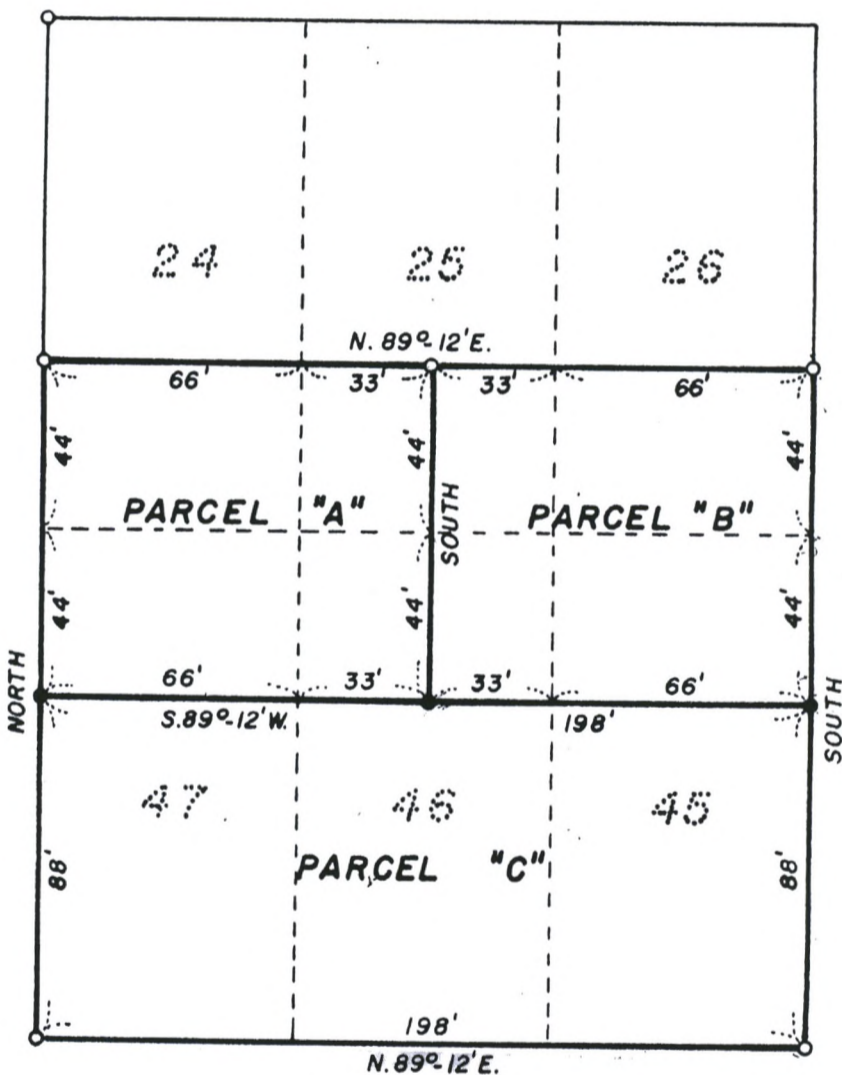
(Page 1 of 2; Res. 16-2021)



FREMONT ST.

ST.

ST.



RANDOLPH ST.

NPW

03-23-2021

This Survey complies with section 3, Public Act 132 of 1970.
 The ratio of closure of this survey complies with Act 288 of 1967.
 Act 288 of Mich. Public Acts of 1967 should be checked to see
 that any property conveyance does not violate this act.

Legend:
 Scale 1" = 50' Dwn. by TV Bk 33 Page 45
 Iron found — O Iron set — ●
 Platted — P Measured — M

MITCHELL 616 - 227 - 3266
SURVEYS, INC.
 R.R. 2, Box 170
 South Haven, Michigan 49090

Client **DAVID ERLANDSON**
 Date 1-13-87 Job No. 86-1222 Sht. 1 of 2
 Being in the SE 1/4 Section 16, T. 3 N, R. 16 W
SAUGATUCK Twp., **ALLEGAN** Co., Mich.

DESCRIPTION OF PARCEL "A"

BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, DUDLEYVILLE PLAT; THENCE NORTH, 44.00 FEET; THENCE N.89°-12'-00"E., 99.00 FEET; THENCE SOUTH, 88.00 FEET; THENCE S.89°-12'-00"W., 99.00 FEET; THENCE NORTH, 44.00 FEET TO BEGINNING, BEING PART OF LOTS 24, 25, 46, AND 47 OF DUDLEYVILLE PLAT, BEING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN.

DESCRIPTION OF PARCEL "B"

BEGINNING AT THE NORTHEAST CORNER OF LOT 45, DUDLEYVILLE PLAT; THENCE SOUTH, 44.00 FEET; THENCE S.89°-12'-00"W., 99.00 FEET; THENCE NORTH, 88.00 FEET; THENCE N.89°-12'-00"E., 99.00 FEET; THENCE SOUTH, 44.00 FEET TO BEGINNING, BEING PART OF LOTS 25, 26, 45, AND 46 OF DUDLEYVILLE PLAT, BEING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN.

DESCRIPTION OF PARCEL "C"

THE SOUTH 88.00 FEET OF LOTS 45, 46, AND 47 OF DUDLEYVILLE PLAT, BEING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN.

1/13/87
DATE



George J. Mitchell
MITCHELL SURVEY, INC.
GEORGE J. MITCHELL, PRESIDENT
REGISTERED LAND SURVEYOR
STATE OF MICHIGAN # 19618

NPW

03-25-2021

This Survey complies with section 3, Public Act 132 of 1970.
The ratio of closure of this survey complies with Act 288 of 1967.
Act 288 of Mich. Public Acts of 1967 should be checked to see
that any property conveyance does not violate this act.

Legend:
Scale _____ Dwn. by _____ Bk _____ Page _____
Iron found — O Iron set — ●
Platted — P Measured — M

MITCHELL 616 - 227 - 3266
SURVEYS, INC.
R.R. 2, Box 170
South Haven, Michigan 49090

Client **DAVID ERLANDSON**
Date 1-13-87 Job No. 86-1222 Sht 2 of 2
Being in the SE 1/4 Section 16, T 3 N, R 16 W
SAUGATUCK Twp., **ALLEGAN** Co., Mich.

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

RESOLUTION NO. 16-2021

**RESOLUTION APPROVING LOT SPLIT
PPN: 03-59-150-045-00, 91 S. Union Street, Douglas Michigan**

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 19th day of April, 2021, at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

WHEREAS, Article 17 of the Zoning Ordinance of the City of the Village of Douglas (“Douglas”) regulates the land division and combination of platted lots and unplatted land in Douglas; and

WHEREAS, Douglas has received a Land Division Application (Exhibit “A”) from Molly S. Erlandson (“Applicant”) for a Lot Split of PPN: 03-59-150-045-00 (Parcel “C”), located at 91 S. Union Street in Douglas, Michigan which an official survey of has been attached (Exhibit “B”); and

WHEREAS, the split of the lot shall not have a lot width-to-depth ratio greater than 1:3; and

WHEREAS, the lot split constitutes two conforming lots (Parcel “C” and Parcel “B”) meeting the requirements of the R-3 Neighborhood Conservation District zoning district; and

WHEREAS, newly created lot has access to a public road and is not a flag lot; and

WHEREAS, the lots (Parcel “C” and Parcel “B”) resulting in the split may be occupied by residential structures consistent with Section 3.11 Table of Land Uses, to be constructed in conformance with the City of the Village of Douglas Zoning Ordinance, as approved.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Council of the City of Douglas approves the lot split, for the creation of PPN: 03-59-150-045-20 (Parcel “B”), with the address of 76 S. Spring Street in Douglas, Michigan; and
2. The split is effective upon approval by Council, and shall be recorded by the Applicant with copy provided to the City within 120 days of certification of this resolution; and
3. The owner shall have any existing structures (fence, accessory, etc.), non-conforming with the R-3 District standards and Zoning Ordinance because of the split, demolished:
 - a. prior to any sale, transfer, or improvement of the site;
 - b. no later than 180 days from the certification of this resolution; and
4. A new survey must order and recorded prior to any future development and/or permitting; and
5. 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 19th day of April, 2021.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Patricia Lion, Mayor

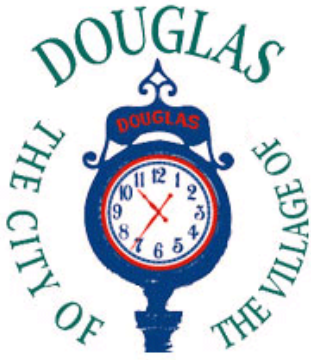
BY: _____
Pamela Aalderink, CMC, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held April 19th 2021 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Pamela Aalderink, CMC, City Clerk



To: City Council

From: Nicholas Wikar
Planning and Zoning Administrator

Date: April 14, 2021

Subject: Resolution Approving Lot Consolidation -
PPN: 03-59-016-113-00 and PPN: 03-59-016-108-11,
174 Riverview Drive (E. Kent Ayers)
(Resolution 17-2021)

In accordance with the Land Division Act, PA 288 of 1976, as amended, the Planning and Zoning Administrator, has reviewed an Application for Land Division and Deceleration of Lot Consolidation to combine all of PPN: 03-59-016-113-00 and PPN: 03-59-016-108-11, located at 174 Riverview Drive in Douglas, Michigan.

Article 17 of the City of the Village of Douglas Zoning Ordinance established municipal Land Division Regulations pursuant to the Land Division Act, of which Section 17.03 affirms the administrative duties and responsibility of the Planning and Zoning Administrator to review the application for lot consolidation for completeness and compliance with the City of the Village of Douglas Zoning Ordinance and the R-1 Residential District standards. The application and submittals have been provided with Resolution 17-2021 for City Council Action, pursuant to Section 17.03(4): to consider approval, approval with conditions, or denial of the application for the public record.

Pursuant to the City of Douglas Schedule of Fees, all associated permit application fees have been paid to defer the cost of review, with no financial cost or burden upon the City resultant of this procedural action.

It is recommended the Douglas City Council approve Resolution 17-2021, a Resolution Approving Lot Consolidation, and the complete Land Division Application and Declaration of Lot Consolidation for the combination of PPN: 03-59-016-108-11 with PPN: 03-59-016-113-00, located at 174 Riverview Drive, Douglas, Michigan.

Exhibit "A"
(Resolution 17-2021)



Land Division Application
For Lot Splits, Line Adjustments & Consolidations, Fee: \$250.00

The Village of Friendliness – Since 1870

I. APPLICANT CONTACT INFORMATION	
Name of Applicant(s): <u>E. KENT AYERS</u>	
Street: <u>174 RIVERVIEW</u> City: <u>DOUGLAS</u> State: <u>MI</u> ZIP: <u>49406</u>	
Primary Phone: <u>815 474 1947</u> Alternate Phone: _____ Email: <u>ayers551020@gmail.com</u>	
II. OWNER INFORMATION (IF DIFFERENT THAN APPLICANT)	
Name of Owner(s): <u>SAME</u>	
Street: _____ City: _____ State: _____ ZIP: _____	
Primary Phone: _____ Alternate Phone: _____ Email: _____	
III. PROPERTY INFORMATION	
Parcel Number(s): <u>03-59-016-113-00</u> <u>03-59-016-108-11</u>	Zoning District: <u>R-1</u>
Address(es): <u>174 RIVERVIEW, DOUGLAS, MI 49406</u>	
Action: <input type="checkbox"/> Lot Split <input type="checkbox"/> Line Adjustment <input checked="" type="checkbox"/> Consolidation <input type="checkbox"/> Other: _____	
Reason(s) Requesting Action: <u>SITE IMPROVEMENT; Accessory building</u>	
IV. ACKNOWLEDGEMENT & SIGNATURES	
The undersigned affirm that they acknowledge and agree, accepting responsibility that this application is complete, with all applicable and required materials pursuant to Section 17.03(1) of the City of the Village of Douglas Zoning Ordinance.	
Applicant Signature: _____	Date: _____
Owner Signature: <u>E. Kent Ayers</u>	Date: <u>03/26/21</u>

FOR INTERNAL USE ONLY			
Filing Date: <u>03-26-2021</u>	Received By: <u>NSW</u>	Application Fee Paid (\$250.00): Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Section 17.03(1) Compliance: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Date of Planning Review: <u>N/A</u>	Approved: _____	Signature: <u>NSW</u>	Date: <u>03-26-2021</u>
Date of Council Review: <u>04-19-2021</u>	Denied: _____	Planning & Zoning Administrator	
Notes: <u>Will pay fee w/ Treasurer electronically. Res. 17-2021, Resolution Approving lot consolidation</u>			

Submission of this Land Division Application for review shall be accompanied by City of Douglas Zoning Review Application and may require Declaration of Consolidation, to conform with the Michigan Land Division Act PA 288 of 1967, Village of Douglas Subdivision Ordinance No. 118, as well as Section 17.03(1) and all other requirements of the City of the Village of Douglas Zoning Ordinance. Pursuant to Section 17.03(2), if the application does not conform with section 17.03(1) and is not complete with fee, it shall be returned to the applicant.

86 W. Center Street • P.O. Box 757 • Douglas, MI 49406-0757 • Phone (269) 857-1438 • Fax (269) 857-4751 • www.ci.douglas.mi.us

RECEIVED
MAR 26 2021
BY: *APW*



Declaration of Lot Consolidation
For Building Purposes

The Village of Friendliness - Since 1870

We, the undersigned, acknowledge, agree, and consent that Lot(s) 03-59-016-113-00;
03-59-016-108-11, City of the Village of Douglas, Allegan County, Michigan, are to be
considered as one consolidated building lot.

Furthermore, I agree that this consolidated building lot may not be, hereafter, subdivided or split
while any dwelling remains thereon, or occupied by more than one single family residence and
structures reasonably accessory to that residence.

DATE: 3/26/21

PROPERTY OWNERS SIGNATURE(S): *E. Kent Ayers*

WITNESSES: *Paula Calderin*
D. P. W.

STATE OF MICHIGAN)
) ss.
COUNTY OF Allegan)

.....
Amy B. Howell
.....

AMY B HOWELL
Notary Public - State of Michigan
County of Allegan
My Commission Expires Apr 2, 2027
Acting in the County of Allegan

Amy B. Howell
.....
Notary Public of Allegan County, Michigan.
MY COMMISSION EXPIRES:..... 4/2/27

Submission of this Declaration of Lot Consolidation for review shall be accompanied by City of Douglas Zoning Review and Land Division applications; to conform with the Michigan Land Division Act PA 288 of 1967, Village of Douglas Subdivision Ordinance No. 118, as well as Section 17.03(1) and all other requirements of the City of the Village of Douglas Zoning Ordinance. Permits shall not be issued until the City of the Village of Douglas Planning & Zoning Administrator receives copy of this Declaration after it has been RECORDED with the Allegan County Register of Deeds.



Exhibit "A"
(Resolution 17-2021)

Nicholas Wlka

ZONING REVIEW APPLICATION

86 W. CENTER STREET, PO BOX 757, DOUGLAS MI 49406

Phone: 269.857.1438 Fax: 269.857.4751

www.ci.douglas.mi.us

A Zoning Permit is required for all changes to Uses, structures, and other Site Improvements. This includes all residential, commercial and industrial structures, and accessory buildings that require a Building Permit, as well as fences, temporary storage, and agricultural activities which are exempt from the Building Permit process. A survey and site plan is necessary to complete this application.

Submit complete applications to the City of Douglas prior to any site work or requesting permits with Michigan Township Services.

APPLICANT INFORMATION (If different than owner)	
Name <u>McKellips Construction</u>	Email <u>davemckellips@comcast.net</u>
Address <u>2309 58th Street, Fennville, MI 49408</u>	
Phone # <u>269-561-2766</u>	Fax # <u>269-561-2907</u>
OWNER INFORMATION	
Name <u>Kent Ayers</u>	Email <u>ayers551020@gmail.com</u>
Address <u>174 Riverview P.O. Box 183 Douglas, MI 49406</u>	
Phone # <u>815-474-1947</u>	Fax # <u>N/A</u>
PROPERTY INFORMATION	
Address or Location <u>174 Riverview</u>	
Permanent Parcel # <u>03-59-016-113-88</u>	<u>03-59-016-108-11</u>
Zone District - Current _____	Proposed (if Applicable) _____
Property Size _____	Special Use (if Applicable) _____
TYPE OF PROJECT (check all that apply)	
Residential _____	or Commercial _____
New Construction <input checked="" type="checkbox"/>	Remodel _____
Accessory Structure <input checked="" type="checkbox"/>	Addition _____
Boardwalk/Dock _____	Deck/Porch _____
Temporary Use/Structure _____	Other _____

Describe Proposed Project (attach additional pages as necessary)
24' x 36' addition to existing garage

I hereby attest that the information on this application form is, to the best of my knowledge, true and accurate.

Dave McKellips
Signature of Applicant and Owner (If different than applicant)

3-10-21
Date

I hereby grant permission for members of the Douglas Planning Commission, Board of Appeals and/or City Council to enter the above described property (or as described in the attached) for the purpose of gathering information related to this application/request/proposal.

Kent Ayers
Owner's Signature

3-10-21
Date

Exhibit "A"
(Resolution 17-2021)

ZONING REVIEW APPLICATION REQUIREMENTS

Y N N/A

- Survey** with dimensions, boundaries, rights-of-way, and easements.
- Site Plan** (scaled) with tables of figures (dimensions, distance/area calculations) showing:
 - Location, boundaries, shape of the lot, and adjacencies.
 - Current Site Improvements (open space, parking, drives, structures, paths, decks, fences, pool, etc).
 - Proposed Site Improvements and their proximity to existing improvements/features/boundaries.
 - Current and proposed Site & Building Placement Standards compliance (Section 3.12) *
 - Description** of proposed Use (Section 3.11) and/or Improvement (One-Family Dwelling, fence, etc.)
 - Landscape Plan(s)** detailing all existing conditions and proposed changes to natural features (woodlots, flood plains, watersheds, wetlands, surface water, drains, critical dunes, etc). **
 - Grading/Storm Water Plan(s)** with contour lines, direction of flow, and table of figures.

For Internal Use Only

REMARKS

Approved w/ Conditions:

- * 1.) Shall provide, and have approved by City Council, Land Division Application - for consolidation of PPN 03-59-016-113-00 and 03-59-016-108-11, for compliance with site and building placement standards of the R-1 District and Zoning Ordinance.
- ** 2.) Shall comply with Sec. 16.20 - provide grading/drainage plan and proof of SESC permit prior to permitting/improvement
- 3.) Shall obtain and record survey and consolidation with County and provide copy to City w/i 120 days of approval by Council

CITY OF DOUGLAS ZONING REVIEW

APPROVED: NPW / DENIED: _____ By: DLP-Will Date: 03-26-2021
Planning & Zoning Administrator

KALAMAZOO LAKE SEWER AND WATER AUTHORITY REVIEW

CONNECTION TO WATER / WASTEWATER SYSTEM

SITE ADDRESS: _____

Submitted By: _____ To: _____ Date: _____
City Staff (Initials) & Delivery Method KLSWA Representative

Existing Utility Access: Water Wastewater Verified By: _____ Date: _____

Utility Connection Permit Application: Water Wastewater Verified By: _____ Date: _____

Total Fees Paid: _____ Notes: _____ Verified By: _____ Date: _____

03-59-016-108-11

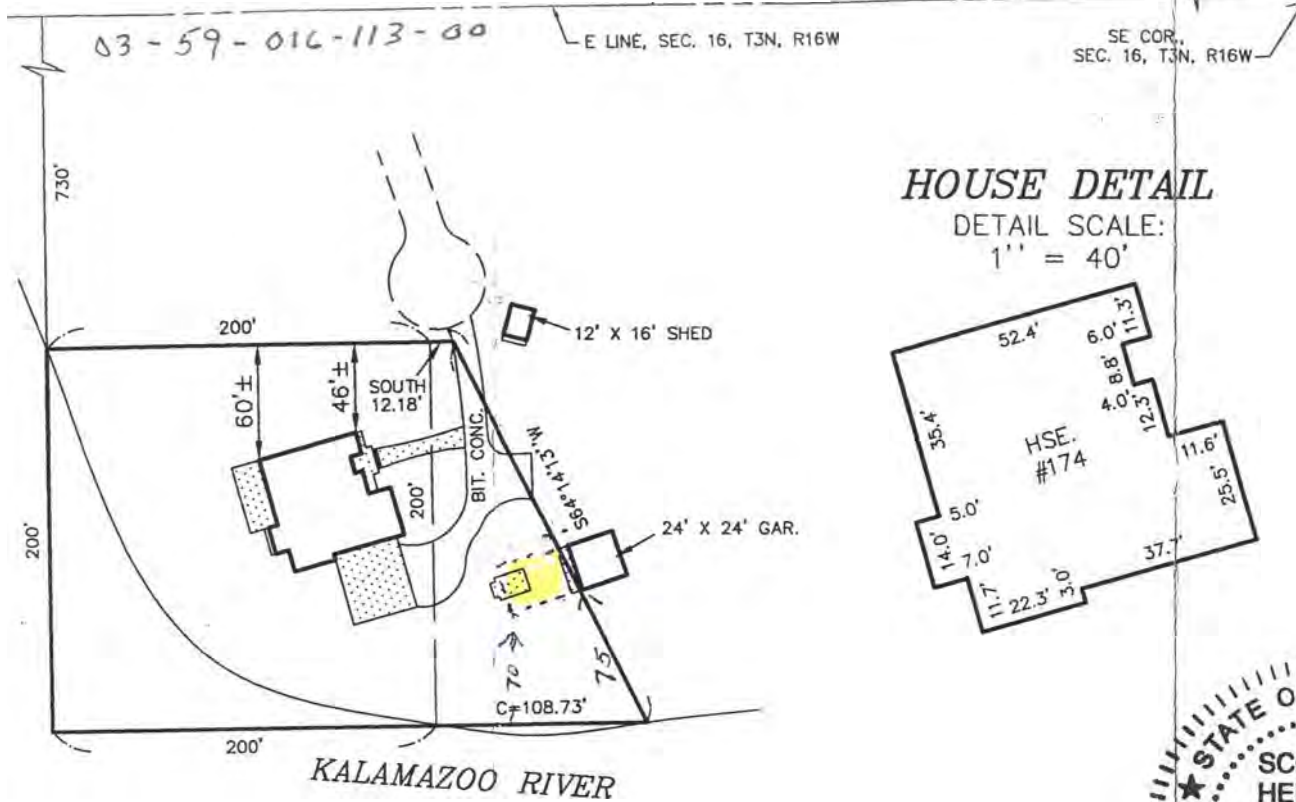
Exhibit "A"
(Resolution 17-2021)

PREPARED FOR: Kent Ayres
2 Rialto Square, Su
116 N. Chicago Street
Joliet, IL 60432

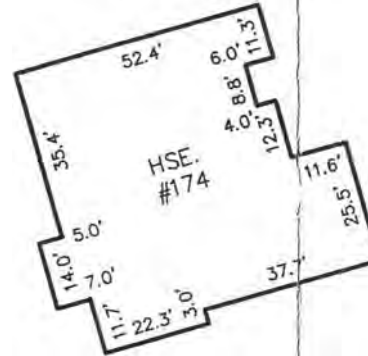
RE: 174 Riverview

DESCRIPTION: Being 730 feet West of the
Section 16 and 200 feet South of the
thence South 12.18 feet, thence South
minutes 13 seconds West to the Kalamazoo
thence Northerly along the Kalamazoo
due West of the point of beginning,
point of beginning.

ALSO: Beginning 730 feet West of
Section 16, on the Kalamazoo River,
feet, thence South 200 feet, thence
thence North to Kalamazoo River to
Beginning, being in Section 16, Town
West.



HOUSE DETAIL
DETAIL SCALE:
1" = 40'



SPW
03-11-2021

By *Scott A*

Scott A. Hendges Licensed

We hereby certify that we have examined the premises herein described, that the buildings are located entirely thereon as shown and that they do not encroach except as shown hereon.

This report, prepared for mortgage purposes only, does not represent a property line survey, no property corners were set; and is not to be used for the establishment of any fence, building, or other improvements. The location of fences, walls, or other indications of occupancy along or near boundary lines are not shown.

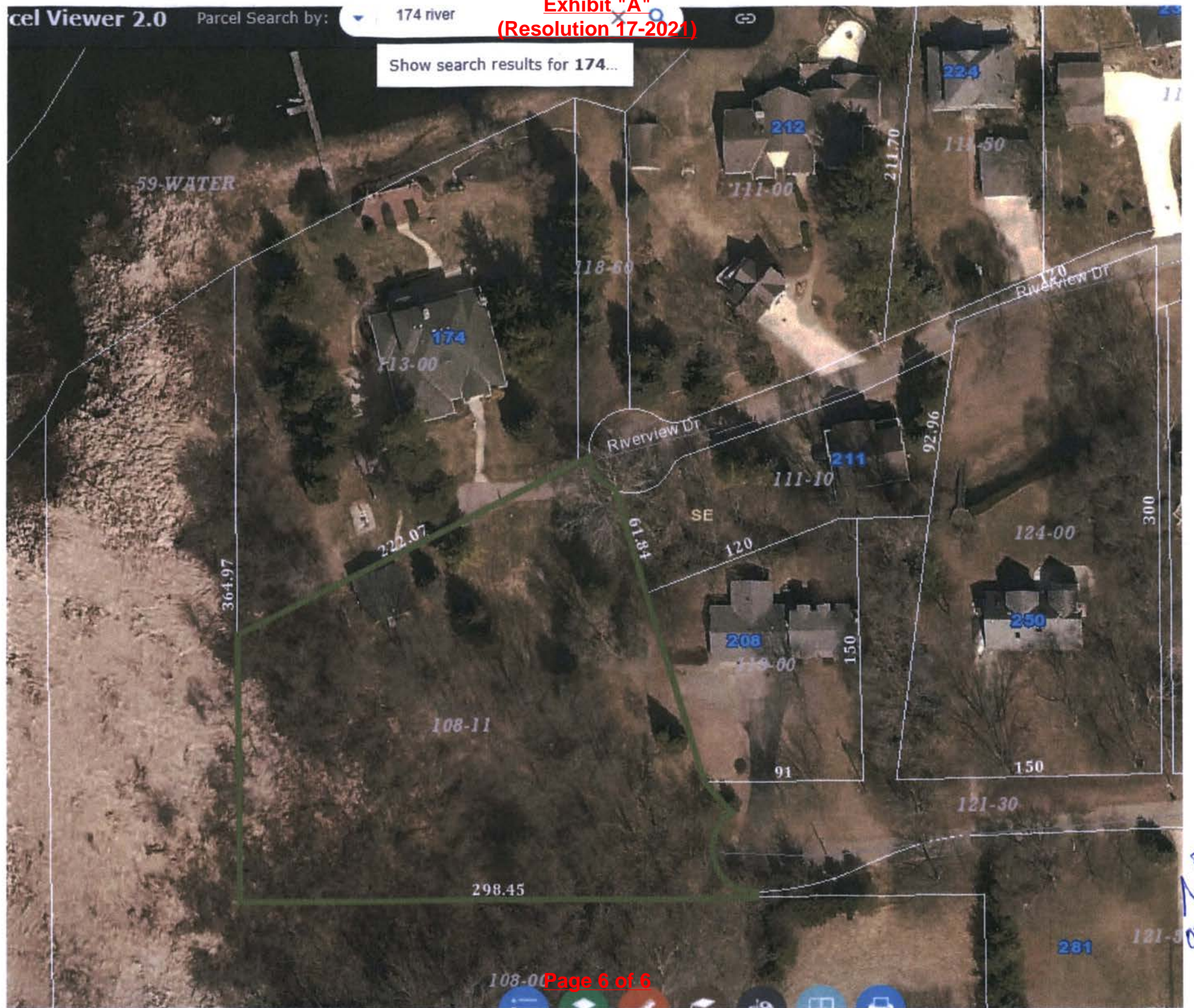
This report was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

Scale 1" = 100'

- = Concrete
- D** = Description dimension
- M** = Measured dimension
- P** = Platted dimension
- = Set iron stake
- = Found iron stake
- x — = Fence Line

ned er
Lakeshore
347 Hoover
Grand Rapids
P. O. Box
File No.

Show search results for 174...



NFW
03-11-202

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

RESOLUTION NO. 17-2021

**RESOLUTION APPROVING LOT CONSOLIDATION
PPN: 03-59-016-113-00 and PPN: 03-59-016-108-11,
174 Riverview Drive, Douglas Michigan**

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 19th day of April, 2021, at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

WHEREAS, Article 17 of the Zoning Ordinance of the City of the Village of Douglas (“Douglas”) regulates the land combination of platted and unplatted land in Douglas; and

WHEREAS, the City of Douglas has received an application for a Lot Consolidation (Exhibit “A”) from E. Kent Ayers (“Applicant”), for the combination of PPN: 03-59-016-113-00 and 03-59-016-108-11, located at 174 Riverview Drive in Douglas, Michigan; and

WHEREAS, the consolidation of the lots constitutes a conforming lot and meets the requirements of the R-1 Residential District zoning district; and

WHEREAS, the lot resulting in the consolidation may be occupied by a residential building(s) to be constructed in conformance with the City of the Village of Douglas Zoning Ordinance, and does not have a lot width-to-depth ratio greater than 1:3; and

WHEREAS, newly created lot has access to a public road and is not a flag lot.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Council of the City of Douglas approves the lot consolidation of PPN: 03-59-016-113-00 and PPN: 03-59-016-108-11, to be commonly known as 174 Riverview Drive (PPN: 03-59-016-113-00); and
2. The combination is effective upon approval by Council, and shall be recorded by the Applicant with copy provided to the City within 120 days of certification of this Resolution; and
3. A new survey must order and recorded prior to any future development and/or permitting; and
4. 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 19th day of April, 2021.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Patricia Lion, Mayor

BY: _____
Pamela Aalderink, CMC, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held April 19th, 2021 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Pamela Aalderink, CMC, City Clerk

Douglas City Police Department

Chief's Report for March Activity 2021

*Includes Fiscal Year & First Quarter Totals

	March	Fiscal Year	1 st Qtr.
<u>Complaints Answered/Investigated:</u>	182	1,421	463
<u>Criminal Arrests/Filings:</u>			
Felony:	02	15	05
Misdemeanor:	01	24	05
<u>Warrant Arrests:</u>	04	10	06
<u>Traffic Enforcement:</u>			
OWI/OUID/Impaired Driving Arrests:	0	02	00
OWI High Blood Alcohol Content:	0	03	00
Traffic Stops:	41	428	91
Civil Infraction:	3	52	10
<u>Community Contacts:</u>			

Personal Contacts:	812	7,754	2,377
Business Contacts:	213	1,840	576
Property Security Checks:	1,366	9,675	3,866
Foot Patrol:	1,166 Minutes (19 Hours & 36 Minutes)		

Misdemeanor Arrests: (March)
Lewd Act in Public Place.

Felony Arrests: (March)
Assault with a Motor Vehicle.
Larceny from a Building.

Activity Time on Follow Up Investigations: (March)
884 Minutes. (14 Hours & 44 Minutes)

Investigation of Felony Cases:

Criminal Sexual Conduct (#18-1933): Investigation on-going. Awaiting MSP Lab analysis results.

Arson/Breaking & Entering Investigation (#20-0157). Investigation open.

Hit & Run PI Car/Bicycle Crash (#20-0924). Investigation is open.

Robbery-Armed Huntington ATM (#20-1827). Investigation is on-going. Reviewing data from Cell Phone Carrier.

Out of Jurisdiction Responses: (March)

Saugatuck Township: 05

- *Back up Sheriff's Office with Fleeing in Vehicle & then on foot.
- *Back up State Police (Grayling) with Stolen Vehicle Stop.
- *Back up Sheriff's Office with Suicidal Subject.
- *Back up Sheriff's Office on Domestic Violence Complaint.
- *Back/Assist Sheriff's Office on a Stolen Truck/Suspect with Warrants.

Saugatuck City: 01

- *Back up Sheriff's Office with a Fight involving 5 Suspects.

Fennville City: 01

- *Back up response to Fennville City Police Disorderly Subjects.

LakeTown Twp.: 01

- *Back up State Police on Domestic Violence Complaint.

Total Out of Jurisdiction Responses for March: 08

Highlights/Events: (March)

Participate in DDA Meeting by Zoom regarding Social District.

Participate in MDOT Meeting on-line regarding the I-196 Construction.

Training: (March)

Training with Allegan County Prosecutor Koch by Zoom regarding
Public Act 393 Criminal Justice Reform.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Steven M. Kent", with a long horizontal flourish extending to the right.

Steven M. Kent

Chief of Police

Douglas City Police Department

**City of the Village of Douglas
Financial Holdings Summary
Mar 31, 2021**

	<u>Identifier</u>	<u>Matures</u>	<u>Rate</u>	<u>Market Value</u>
<u>Cash</u>				
Huntington Bank - Common Checking				91,271.34
Huntington Bank - Payroll				1,057.69
D.A. Davidson - Cash			0.01%	25,697.39
Huntington Business Premier- MMA Public Funds			0.01%	256,040.27

CD's

D.A. Davidson:				
CITIBANK	17312QY60	12/27/2022	3.35%	263,972.50
American Expr Natl Bk	02589AA28	12/4/2023	3.55%	211,007.98
Morgan Stanley Bank	61690UCK4	12/13/2023	3.50%	267,409.38
Wells Fargo Bank	949763WA0	12/28/2023	3.50%	<u>108,814.00</u>
				851,203.86
MBS:				
Grand River Bank	38644ABH1	6/28/2021	3.00%	251,802.50
Wells Fargo Bank	949763L79	10/18/2021	1.95%	101,042.00
Michigan Legacy Credit Union	59452WAA6	11/9/2021	3.20%	84,586.96
Wells Fargo Bank	949763VW3	12/14/2021	3.25%	102,251.00
Wells Fargo Bank	949763SQ0	7/27/2022	3.15%	52,010.50
Michigan Legacy Credit Union	59452WAC2	11/9/2022	3.30%	87,224.70
Michigan Legacy Credit Union	59452WAE8	11/9/2023	3.45%	<u>89,893.98</u>
				768,811.64
First National Bank of MI	**4328	6/8/2021	0.45%	250,000.00
Grand River Bank	**4044	11/5/2021	0.50%	250,000.00
Chemical (13189)	**13189	4/5/2022	0.15%	245,230.57

Bonds

D.A. Davidson:				
Fedl Home Loan Bank Bond Step	3130A9V32	11/15/2021	2.00%	101,199.00
Fedl Farm Credit Bank Bond	3133EMCQ3	10/13/2023	0.28%	249,622.50
Fedl Farm Credit Bank Bond	3133EJ5H8	1/16/2025	2.85%	162,759.00
Fedl Home loan Mtg Corp	3134GXKR4	7/15/2025	0.40%	293,190.00
Fedl Home loan Mtg Corp	3134GWUC8	12/30/2025	0.50%	194,692.00
Fed Home Loan Bank Bond Step	3130AKSV9	1/28/2026	0.25%	248,267.50
Fedl Farm Credit Bank Bond	3133ELEN0	12/18/2029	2.25%	163,994.52
				1,413,724.52
MBS:				
Pinckney mich commnity schools	722205NW7	5/1/2028	1.84%	99,741.00

Other Investments

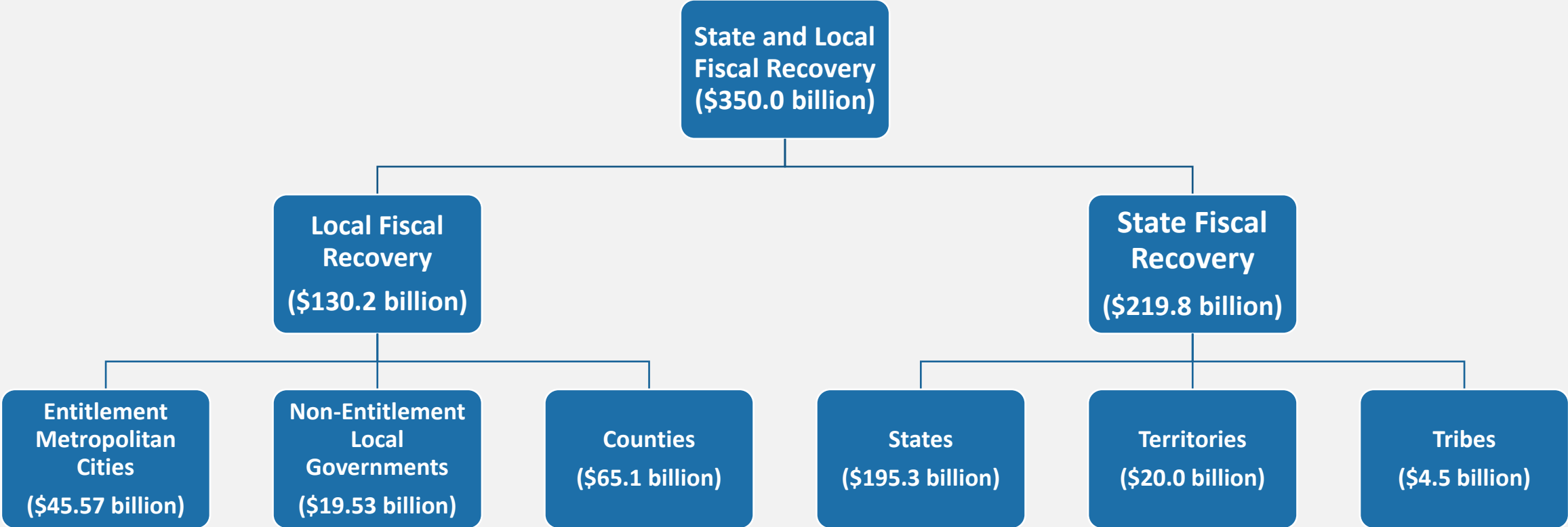
Michigan Class			0.05%	<u>816,864.85</u>
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Total Cash & Investments

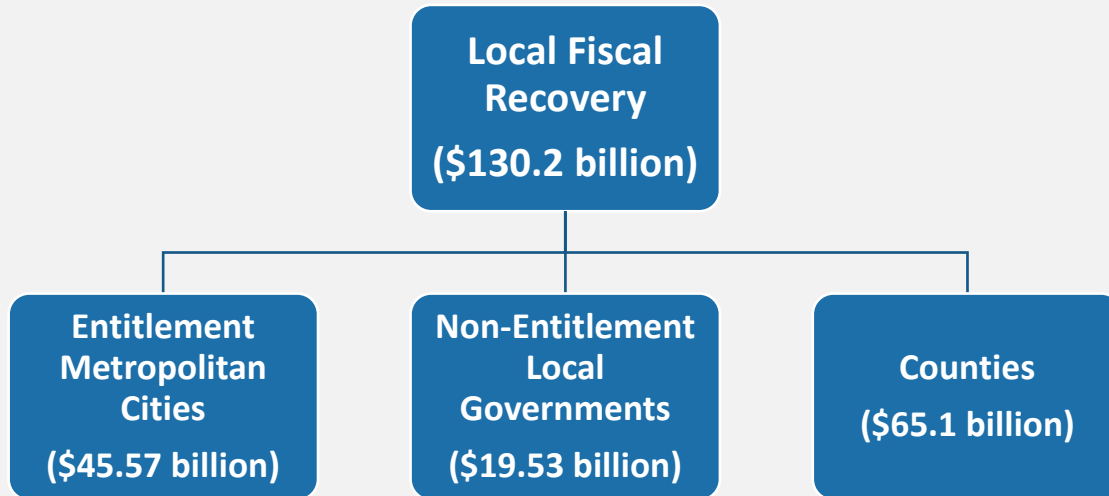
5,069,643.13

<u>Fund</u>	<u>Cash & Investments</u>	Prior Month	
	<u>Mar 31, 2021</u>	Prior Year	
101 - General Fund	2,226,930.63	5,773,640.43	
130 - Current Tax Receiving	0.00	5,893,218.05	
202 - Major Street	191,959.20		
203 - Local Streets	420,376.67		
204 - Road Millage	726,645.38		
209 - Trail Fund	22,007.32		
225 - DDA	164,919.98		
243 - Brownfield Redevelopment Authority	80,085.75		
244 - Harbor Authority	6,293.79		
509 - Schultz Park Launch Ramp	91,554.02		
594 - Douglas Marina	40,485.35		
650 - Water & Sewer Fund	282,299.63		
660 - Equipment Rental Fund	<u>832,388.69</u>		
	<u>5,085,946.41</u>		

American Rescue Plan Act (ARPA)



American Rescue Plan Act (ARPA)



Entitlement Metropolitan Cities

- Based on Community Development Block Grant (CDBG) Entitlement Formula
- Direct payments from US Treasury

Non-Entitlement Local Governments

- To be allocated proportionately based on population
- Funding will first flow to the state, which will have 30 days to distribute to local governments, includes two allowable 30-day extensions
- Allocations to these local governments is capped at 75% of its most recent budget as of January 27, 2020

Counties

- Based on an allocation that considers the county's relative population
- Direct payment from US Treasury

User: MATTSMITH

DB: Douglas

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Revenues							
Dept 000.000							
101-000.000-402.000	CURRENT REAL PROPERTY TAX	2,280,840.00	2,228,916.80	2,015.36	51,923.20	97.72	2,095,071.45
101-000.000-424.000	MOBILE HOME TAX	500.00	405.50	92.00	94.50	81.10	358.50
101-000.000-439.000	MRE TAX	0.00	28,001.32	28,001.32	(28,001.32)	100.00	0.00
101-000.000-446.000	INTEREST & PENALTIES: DELQ TAX	3,000.00	2,752.34	120.93	247.66	91.74	3,351.62
101-000.000-447.000	TAX COLLECTION FEES	79,732.00	82,512.40	2,282.80	(2,780.40)	103.49	78,439.89
101-000.000-450.000	BUSINESS LICENSE FEES	22,000.00	795.11	120.00	21,204.89	3.61	990.00
101-000.000-451.000	CATV FRANCHISE FEES	13,000.00	8,236.74	0.00	4,763.26	63.36	7,635.96
101-000.000-452.000	METRO ACT	6,000.00	0.00	0.00	6,000.00	0.00	0.00
101-000.000-478.000	BUILDING FEES	75,000.00	45,402.00	0.00	29,598.00	60.54	48,963.00
101-000.000-478.001	ROAD CUT FEES	100.00	300.00	0.00	(200.00)	300.00	0.00
101-000.000-478.002	PLANNING & ZONING FEES	5,000.00	8,020.00	2,175.00	(3,020.00)	160.40	16,607.00
101-000.000-478.003	RENTAL INSPECTION FEE	5,000.00	4,250.00	250.00	750.00	85.00	2,435.00
101-000.000-480.000	DPW- RESIDENT SERVICES	250.00	0.00	0.00	250.00	0.00	0.00
101-000.000-528.000	OTHER FEDERAL GRANTS	5,943.00	5,943.00	0.00	0.00	100.00	0.00
101-000.000-545.000	LAW ENFORCEMENT TRAINING	1,000.00	250.00	0.00	750.00	25.00	250.00
101-000.000-547.000	GRANTS: HWYS & STREETS(CO.)	155,000.00	80.76	0.00	154,919.24	0.05	1,416.96
101-000.000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	35,000.00	32,460.53	0.00	2,539.47	92.74	30,865.86
101-000.000-574.000	STATE REVENUE: SALES TAX	111,828.00	62,812.00	0.00	49,016.00	56.17	60,101.00
101-000.000-579.000	STATE REVENUE: LIQUOR LICENSE	17,829.00	17,828.80	0.00	0.20	100.00	6,867.30
101-000.000-603.000	POLICE ADMINISTRATION FEE	3,589.00	1,944.00	0.00	1,645.00	54.17	155.04
101-000.000-656.000	ORDINANCE FINES - POLICE	6,000.00	2,308.34	0.00	3,691.66	38.47	3,098.88
101-000.000-656.001	ORDINANCE FINES - CIVIC	1,000.00	0.00	0.00	1,000.00	0.00	0.00
101-000.000-664.000	INTEREST INCOME	90,000.00	9,736.74	4,934.95	80,263.26	10.82	154,184.26
101-000.000-667.001	WADE'S BAYOU PARK RENTAL	2,000.00	2,100.00	600.00	(100.00)	105.00	1,800.00
101-000.000-674.000	DONATIONS	49,512.00	31,989.11	66.07	17,522.89	64.61	17,494.31
101-000.000-675.000	OTHER REVENUE	5,000.00	6,894.86	650.00	(1,894.86)	137.90	3,821.86
101-000.000-675.002	OTHER REV - ELECTION REIMBUR	11,203.00	11,202.94	0.00	0.06	100.00	7,313.26
101-000.000-679.001	REIMBURSE FROM STATE	0.00	0.00	0.00	0.00	0.00	170,969.36
101-000.000-682.000	INSURANCE REIMBURSEMENTS	5,000.00	0.00	0.00	5,000.00	0.00	17,875.43
101-000.000-687.000	UNION ST RAMP	8,500.00	3,970.12	0.00	4,529.88	46.71	3,192.36
101-000.000-693.000	GAIN ON SALE OF DEPRECIABLE FIXED ASSETS	1,000.00	0.00	0.00	1,000.00	0.00	0.00
101-000.000-698.509	FROM SCHULTZ PARK-HARBOR	2,500.00	2,500.00	0.00	0.00	100.00	2,500.00
101-000.000-699.509	FROM SCHULTZ PARK-ADMIN OVERHE	2,000.00	2,000.00	0.00	0.00	100.00	2,000.00
101-000.000-699.650	TRANSFER IN - WATER/SEWER	180,000.00	180,000.00	0.00	0.00	100.00	0.00
Total Dept 000.000		3,184,326.00	2,783,613.41	41,308.43	400,712.59	87.42	2,737,758.30
TOTAL REVENUES		3,184,326.00	2,783,613.41	41,308.43	400,712.59	87.42	2,737,758.30
Expenditures							
Dept 101.000 - LEGISLATIVE							
101-101.000-703.000	WAGES	8,700.00	6,500.00	2,200.00	2,200.00	74.71	4,225.00
101-101.000-722.000	WORKERS COMPENSATION	29.00	28.60	0.00	0.40	98.62	42.65
101-101.000-725.000	TRAINING FUNDS	4,500.00	4,052.56	300.00	447.44	90.06	3,674.00
101-101.000-725.002	MISCELLANEOUS TRAVEL EXPENSES	5,000.00	0.00	0.00	5,000.00	0.00	5,561.43
101-101.000-740.000	SUPPLIES	400.00	392.55	36.58	7.45	98.14	119.54
101-101.000-740.005	SUPPLIES - RECEPTIONS	400.00	0.00	0.00	400.00	0.00	168.38
101-101.000-861.000	MILEAGE REIMBURSEMENT	750.00	0.00	0.00	750.00	0.00	703.39
101-101.000-862.000	RECORDING CLERK	200.00	200.00	200.00	0.00	100.00	0.00
101-101.000-900.000	PRINTING & PUBLISHING	1,000.00	0.00	0.00	1,000.00	0.00	31.99
101-101.000-908.000	DUES/FEES/PUBLICATIONS	1,000.00	460.00	85.00	540.00	46.00	85.00
101-101.000-955.000	COUNCIL EXPENSE	1,000.00	410.43	0.00	589.57	41.04	403.16

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 101.000 - LEGISLATIVE		22,979.00	12,044.14	2,821.58	10,934.86	52.41	15,014.54
Dept 170.000 - MANAGER							
101-170.000-702.000	SALARIES	96,171.00	71,818.15	8,166.15	24,352.85	74.68	70,157.59
101-170.000-719.000	INSURANCE BENEFITS	11,703.00	8,988.94	145.97	2,714.06	76.81	6,290.94
101-170.000-720.000	PAYROLL TAXES	8,469.00	6,246.83	647.05	2,222.17	73.76	5,792.15
101-170.000-721.000	MERS BENEFITS	12,009.00	8,801.13	903.84	3,207.87	73.29	16,615.11
101-170.000-721.001	457 CONTRIBUTION	18,907.00	13,642.15	1,367.20	5,264.85	72.15	11,753.91
101-170.000-722.000	WORKERS COMPENSATION	114.00	113.71	0.00	0.29	99.75	164.20
101-170.000-725.000	TRAINING FUNDS	1,500.00	26.25	0.00	1,473.75	1.75	674.00
101-170.000-725.002	MISCELLANEOUS TRAVEL EXPENSES	1,500.00	0.00	0.00	1,500.00	0.00	1,282.58
101-170.000-740.000	SUPPLIES	500.00	320.19	36.99	179.81	64.04	753.32
101-170.000-851.000	TELEPHONE	1,208.00	1,215.00	7.50	(7.00)	100.58	200.00
101-170.000-861.000	MILEAGE REIMBURSEMENT	4,200.00	4,200.00	0.00	0.00	100.00	700.00
101-170.000-863.000	MEETINGS	1,000.00	91.71	0.00	908.29	9.17	173.09
101-170.000-900.000	PRINTING & PUBLISHING	100.00	19.49	0.00	80.51	19.49	113.28
101-170.000-908.000	DUES/FEES/PUBLICATIONS	1,012.00	1,011.94	0.00	0.06	99.99	954.60
Total Dept 170.000 - MANAGER		158,393.00	116,495.49	11,274.70	41,897.51	73.55	115,624.77
Dept 180.000 - ASSESSING							
101-180.000-703.000	WAGES	28,270.00	15,077.12	3,769.28	13,192.88	53.33	0.00
101-180.000-720.000	PAYROLL TAXES	2,955.00	1,524.91	343.27	1,430.09	51.60	0.00
101-180.000-725.000	TRAINING FUNDS	400.00	102.86	0.00	297.14	25.72	265.00
101-180.000-725.002	MISCELLANEOUS TRAVEL EXPENSES	600.00	0.00	0.00	600.00	0.00	596.07
101-180.000-740.000	SUPPLIES	500.00	115.11	93.99	384.89	23.02	81.37
101-180.000-802.000	CONTRACTUAL	1,000.00	845.00	0.00	155.00	84.50	837.00
101-180.000-802.005	WEB SITE- BS&A	500.00	0.00	0.00	500.00	0.00	0.00
101-180.000-803.000	CONTRACTUAL CONSULTANT	30,450.00	30,450.00	0.00	0.00	100.00	42,000.00
101-180.000-807.000	BOARD OF REVIEW	700.00	700.00	400.00	0.00	100.00	700.00
101-180.000-861.000	MILEAGE REIMBURSEMENT	1,000.00	0.00	0.00	1,000.00	0.00	364.82
101-180.000-863.000	MEETINGS	100.00	0.00	0.00	100.00	0.00	20.00
101-180.000-864.000	POSTAGE	545.00	544.60	0.00	0.40	99.93	554.10
101-180.000-900.000	PRINTING & PUBLISHING	700.00	825.96	0.00	(125.96)	117.99	490.00
101-180.000-908.000	DUES/FEES/PUBLICATIONS	450.00	252.00	0.00	198.00	56.00	360.00
Total Dept 180.000 - ASSESSING		68,170.00	50,437.56	4,606.54	17,732.44	73.99	46,268.36
Dept 191.000 - ELECTION							
101-191.000-703.000	WAGES	3,340.00	3,340.00	0.00	0.00	100.00	1,760.00
101-191.000-726.000	EXPENSES	1,644.00	1,644.22	0.00	(0.22)	100.01	1,316.83
101-191.000-740.000	SUPPLIES	1,970.00	1,970.42	0.00	(0.42)	100.02	336.45
101-191.000-864.000	POSTAGE	8.00	7.50	0.00	0.50	93.75	0.00
101-191.000-900.000	PRINTING & PUBLISHING	973.00	973.00	0.00	0.00	100.00	158.18
Total Dept 191.000 - ELECTION		7,935.00	7,935.14	0.00	(0.14)	100.00	3,571.46
Dept 210.000 - ATTORNEY							
101-210.000-801.000	CONTRACTUAL ATTORNEY	40,000.00	3,900.50	0.00	36,099.50	9.75	22,593.45
Total Dept 210.000 - ATTORNEY		40,000.00	3,900.50	0.00	36,099.50	9.75	22,593.45

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
Dept 214.000 - AUDITOR							
101-214.000-802.000	CONTRACTUAL	9,200.00	9,200.00	0.00	0.00	100.00	9,100.00
Total Dept 214.000 - AUDITOR		9,200.00	9,200.00	0.00	0.00	100.00	9,100.00
Dept 260.000 - CLERK/TREASURER							
101-260.000-702.000	SALARIES	158,191.00	116,913.47	13,705.88	41,277.53	73.91	119,081.81
101-260.000-719.000	INSURANCE BENEFITS	54,494.00	40,402.02	689.62	14,091.98	74.14	53,947.04
101-260.000-720.000	PAYROLL TAXES	14,043.00	10,206.32	1,138.42	3,836.68	72.68	12,417.06
101-260.000-721.000	MERS BENEFITS	21,667.00	17,455.20	2,699.71	4,211.80	80.56	14,708.88
101-260.000-722.000	WORKERS COMPENSATION	190.00	190.11	0.00	(0.11)	100.06	323.79
101-260.000-725.000	TRAINING FUNDS	2,500.00	1,257.15	15.00	1,242.85	50.29	2,114.00
101-260.000-725.002	MISCELLANEOUS TRAVEL EXPENSES	1,500.00	0.00	0.00	1,500.00	0.00	579.11
101-260.000-740.000	SUPPLIES	3,500.00	3,109.52	58.27	390.48	88.84	3,584.72
101-260.000-802.000	CONTRACTUAL	13,000.00	10,400.82	1,935.99	2,599.18	80.01	9,680.97
101-260.000-802.005	WEB SITE- BS&A	800.00	0.00	0.00	800.00	0.00	0.00
101-260.000-802.009	CONTRACTUAL FINANCIAL CONSULT	7,093.00	8,706.05	1,613.00	(1,613.05)	122.74	1,530.08
101-260.000-806.006	WEBSITE-CITY	10,000.00	1,565.00	50.00	8,435.00	15.65	3,465.00
101-260.000-851.000	TELEPHONE	1,200.00	356.05	45.95	843.95	29.67	675.03
101-260.000-861.000	MILEAGE REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00	0.00
101-260.000-864.000	POSTAGE	4,000.00	2,528.75	0.00	1,471.25	63.22	2,618.30
101-260.000-900.000	PRINTING & PUBLISHING	5,500.00	2,669.68	0.00	2,830.32	48.54	4,743.91
101-260.000-908.000	DUES/FEES/PUBLICATIONS	1,500.00	1,310.26	1.00	189.74	87.35	844.00
101-260.000-977.000	EQUIPMENT	1,000.00	211.99	0.00	788.01	21.20	0.00
101-260.000-977.005	COMPUTER HARDWARE/SOFTWARE	8,985.00	16,619.78	7,635.00	(7,634.78)	184.97	4,684.70
Total Dept 260.000 - CLERK/TREASURER		309,663.00	233,902.17	29,586.84	75,760.83	75.53	234,998.40
Dept 265.000 - BUILDING & GROUNDS							
101-265.000-703.000	WAGES	27,200.00	17,801.18	2,441.81	9,398.82	65.45	20,819.24
101-265.000-719.000	INSURANCE BENEFITS	8,500.00	3,436.44	125.54	5,063.56	40.43	4,292.07
101-265.000-720.000	PAYROLL TAXES	2,275.00	1,560.77	210.29	714.23	68.61	1,739.42
101-265.000-721.000	MERS BENEFITS	2,800.00	1,848.40	291.43	951.60	66.01	1,493.81
101-265.000-722.000	WORKERS COMPENSATION	283.00	282.36	0.00	0.64	99.77	403.64
101-265.000-740.000	SUPPLIES	21,087.00	14,876.11	666.63	6,210.89	70.55	5,255.81
101-265.000-802.000	CONTRACTUAL	21,720.00	15,976.95	3,551.52	5,743.05	73.56	26,502.15
101-265.000-851.000	TELEPHONE	5,915.00	3,943.65	370.63	1,971.35	66.67	1,902.17
101-265.000-922.000	UTILITIES	19,000.00	14,099.19	1,884.76	4,900.81	74.21	7,493.14
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL	12,342.00	8,330.16	398.37	4,011.84	67.49	6,370.01
101-265.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	35,000.00	20,305.49	2,142.42	14,694.51	58.02	17,177.59
101-265.000-942.000	LEASE- COPIER	0.00	0.00	0.00	0.00	0.00	359.42
101-265.000-979.000	CAPITAL OUTLAY	214,963.00	22,213.26	122.00	192,749.74	10.33	58,937.70
Total Dept 265.000 - BUILDING & GROUNDS		371,085.00	124,673.96	12,205.40	246,411.04	33.60	152,746.17
Dept 301.000 - POLICE							
101-301.000-702.000	SALARIES	75,655.00	55,361.25	5,857.20	20,293.75	73.18	51,919.85
101-301.000-703.000	WAGES	218,324.00	156,229.35	15,136.80	62,094.65	71.56	135,880.61
101-301.000-704.000	WAGES - PARTTIME	51,246.00	32,558.81	1,299.99	18,687.19	63.53	20,460.48
101-301.000-705.000	WAGES - OVERTIME	3,734.00	2,667.75	0.00	1,066.25	71.44	12,508.88
101-301.000-709.000	WAGES - OFFICE	40,636.00	29,781.16	3,178.32	10,854.84	73.29	27,471.26
101-301.000-713.000	HOLIDAY/SICK PAY REIMB	22,572.00	27,496.80	4,924.80	(4,924.80)	121.82	39,202.58
101-301.000-719.000	INSURANCE BENEFITS	107,447.00	80,715.33	915.58	26,731.67	75.12	73,612.89

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	03/31/2021 NORM (ABNORM)	MONTH 03/31/21 INCR (DECR)	BALANCE NORM (ABNORM)		03/31/2020 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
101-301.000-720.000	PAYROLL TAXES	29,500.00	24,877.66	2,444.23	4,622.34	84.33	23,646.96
101-301.000-721.000	MERS BENEFITS	25,950.00	23,390.78	4,304.74	2,559.22	90.14	22,809.94
101-301.000-722.000	WORKERS COMPENSATION	2,830.00	2,828.45	0.00	1.55	99.95	4,110.54
101-301.000-725.000	TRAINING FUNDS	1,000.00	59.87	0.00	940.13	5.99	0.00
101-301.000-725.001	TRAINING FUNDS - ACT 302	1,000.00	87.50	0.00	912.50	8.75	87.50
101-301.000-725.002	MISCELLANEOUS TRAVEL EXPENSES	250.00	0.00	0.00	250.00	0.00	0.00
101-301.000-740.000	SUPPLIES	1,000.00	790.51	92.24	209.49	79.05	533.48
101-301.000-750.000	UNIFORMS	3,600.00	1,817.78	1,317.92	1,782.22	50.49	1,521.80
101-301.000-801.000	CONTRACTUAL ATTORNEY	2,000.00	0.00	0.00	2,000.00	0.00	1,410.00
101-301.000-801.003	CONTRACTUAL ATTORNEY PROSECUTE	6,000.00	2,736.00	504.00	3,264.00	45.60	1,566.00
101-301.000-802.000	CONTRACTUAL	6,000.00	5,114.38	538.45	885.62	85.24	8,721.96
101-301.000-851.000	TELEPHONE	3,500.00	3,157.58	410.72	342.42	90.22	2,273.72
101-301.000-860.000	GAS & OIL	10,000.00	6,778.85	946.01	3,221.15	67.79	7,259.86
101-301.000-864.000	POSTAGE	500.00	0.00	0.00	500.00	0.00	20.81
101-301.000-900.000	PRINTING & PUBLISHING	250.00	0.00	0.00	250.00	0.00	0.00
101-301.000-908.000	DUES/FEES/PUBLICATIONS	500.00	192.27	115.00	307.73	38.45	0.00
101-301.000-913.000	INSURANCE (LIABILITY/AUTO)	12,000.00	11,078.00	0.00	922.00	92.32	11,697.00
101-301.000-922.000	UTILITIES	6,000.00	4,592.23	415.07	1,407.77	76.54	3,754.50
101-301.000-930.000	REPAIRS & MAINTENANCE: GENERAL	5,000.00	335.77	0.00	4,664.23	6.72	512.70
101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS	5,500.00	3,585.51	1,594.52	1,914.49	65.19	4,196.94
101-301.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	16,700.00	12,525.03	1,391.67	4,174.97	75.00	0.00
101-301.000-942.000	LEASE- COPIER	2,450.00	1,827.90	203.10	622.10	74.61	1,827.90
101-301.000-960.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	2.78
101-301.000-977.000	EQUIPMENT	1,000.00	977.08	39.96	22.92	97.71	108.00
101-301.000-977.005	COMPUTER HARDWARE/SOFTWARE	1,000.00	0.00	0.00	1,000.00	0.00	6,852.00
101-301.000-979.000	CAPITAL OUTLAY	3,300.00	3,300.00	0.00	0.00	100.00	0.00
Total Dept 301.000 - POLICE		666,444.00	494,863.60	45,630.32	171,580.40	74.25	463,970.94
Dept 401.000 - PLANNING & ZONING							
101-401.000-702.000	SALARIES	65,114.00	46,475.10	5,030.19	18,638.90	71.37	46,250.11
101-401.000-703.000	WAGES	5,300.00	3,700.00	1,050.00	1,600.00	69.81	13,453.75
101-401.000-719.000	INSURANCE BENEFITS	8,789.00	6,853.34	145.97	1,935.66	77.98	13,518.73
101-401.000-720.000	PAYROLL TAXES	5,060.00	3,877.64	433.15	1,182.36	76.63	4,874.73
101-401.000-721.000	MERS BENEFITS	10,413.00	7,949.75	1,053.10	2,463.25	76.34	6,158.91
101-401.000-722.000	WORKERS COMPENSATION	120.00	119.58	0.00	0.42	99.65	122.47
101-401.000-725.000	TRAINING FUNDS	3,159.00	1,847.89	0.00	1,311.11	58.50	390.00
101-401.000-725.002	MISCELLANEOUS TRAVEL EXPENSES	600.00	0.00	0.00	600.00	0.00	296.40
101-401.000-740.000	SUPPLIES	1,449.00	968.21	110.58	480.79	66.82	885.86
101-401.000-801.000	CONTRACTUAL ATTORNEY	12,000.00	8,968.75	0.00	3,031.25	74.74	18,494.66
101-401.000-802.000	CONTRACTUAL	4,000.00	2,211.66	125.00	1,788.34	55.29	2,141.74
101-401.000-802.005	WEB SITE- BS&A	750.00	0.00	0.00	750.00	0.00	0.00
101-401.000-803.000	CONTRACTUAL CONSULTANT	30,000.00	(0.42)	(1,613.00)	30,000.42	0.00	0.00
101-401.000-804.000	CONTRACTUAL BUILDING INSPECTIO	65,000.00	51,567.00	8,459.10	13,433.00	79.33	44,493.70
101-401.000-806.000	CONTRACTUAL ENGINEERING	100,000.00	16,306.90	348.00	83,693.10	16.31	196,015.15
101-401.000-851.000	TELEPHONE	578.00	476.56	59.38	101.44	82.45	0.00
101-401.000-861.000	MILEAGE REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00	0.00
101-401.000-862.000	RECORDING CLERK	1,200.00	600.00	0.00	600.00	50.00	900.00
101-401.000-864.000	POSTAGE	50.00	257.25	0.00	(207.25)	514.50	16.20
101-401.000-900.000	PRINTING & PUBLISHING	1,250.00	3,813.25	323.70	(2,563.25)	305.06	1,941.28
101-401.000-908.000	DUES/FEES/PUBLICATIONS	250.00	377.00	0.00	(127.00)	150.80	25.00
101-401.000-977.000	EQUIPMENT	1,000.00	36.99	0.00	963.01	3.70	0.00
101-401.000-977.005	COMPUTER HARDWARE/SOFTWARE	5,000.00	169.00	0.00	4,831.00	3.38	4,373.88

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	03/31/2021 NORM (ABNORM)	MONTH 03/31/21 INCR (DECR)	BALANCE NORM (ABNORM)		03/31/2020 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 401.000 - PLANNING & ZONING		321,582.00	156,575.45	15,525.17	165,006.55	48.69	354,352.57
Dept 463.000 - GENERAL STREETS & ROW							
101-463.000-703.000	WAGES	105,900.00	57,301.24	4,531.43	48,598.76	54.11	60,130.75
101-463.000-706.000	WAGES - SEASONAL	100.00	0.00	0.00	100.00	0.00	0.00
101-463.000-719.000	INSURANCE BENEFITS	34,750.00	25,480.41	185.58	9,269.59	73.32	18,426.31
101-463.000-720.000	PAYROLL TAXES	8,850.00	4,702.81	383.68	4,147.19	53.14	5,615.32
101-463.000-721.000	MERS BENEFITS	10,550.00	7,115.33	624.35	3,434.67	67.44	5,963.90
101-463.000-722.000	WORKERS COMPENSATION	1,835.00	1,834.01	0.00	0.99	99.95	3,131.95
101-463.000-725.000	TRAINING FUNDS	0.00	210.00	0.00	(210.00)	100.00	0.00
101-463.000-740.000	SUPPLIES	20,574.00	11,699.14	93.23	8,874.86	56.86	25,814.75
101-463.000-740.002	EXTERIOR SUPPLIES	1,000.00	167.17	0.00	832.83	16.72	440.38
101-463.000-740.003	BANNERS	0.00	0.00	0.00	0.00	0.00	3,358.50
101-463.000-740.004	BENCHES	2,202.00	1,192.71	0.00	1,009.29	54.16	0.00
101-463.000-741.000	PLANTING MATERIALS	0.00	0.00	0.00	0.00	0.00	142.92
101-463.000-750.000	UNIFORMS	3,000.00	2,472.32	151.78	527.68	82.41	1,722.87
101-463.000-802.000	CONTRACTUAL	62,000.00	24,641.37	0.00	37,358.63	39.74	14,715.98
101-463.000-802.003	CONTRACTUAL- REFUSE	4,807.00	3,001.90	398.05	1,805.10	62.45	0.00
101-463.000-802.007	LANDSCAPING SERVICES	2,601.00	1,409.00	0.00	1,192.00	54.17	0.00
101-463.000-802.010	CONTRACTUAL FORESTRY	15,000.00	12,150.00	0.00	2,850.00	81.00	13,450.00
101-463.000-806.000	CONTRACTUAL ENGINEERING	6,500.00	7,755.30	1,590.20	(1,255.30)	119.31	2,230.00
101-463.000-851.000	TELEPHONE	5,500.00	6,181.53	716.47	(681.53)	112.39	5,042.62
101-463.000-861.000	MILEAGE REIMBURSEMENT	150.00	0.00	0.00	150.00	0.00	0.00
101-463.000-900.000	PRINTING & PUBLISHING	400.00	0.00	0.00	400.00	0.00	65.00
101-463.000-908.000	DUES/FEES/PUBLICATIONS	500.00	547.27	0.00	(47.27)	109.45	375.00
101-463.000-922.000	UTILITIES	7,500.00	3,067.55	234.83	4,432.45	40.90	5,847.15
101-463.000-925.000	STREET LIGHTS	25,000.00	18,647.80	2,187.35	6,352.20	74.59	18,299.97
101-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL	4,730.00	4,730.24	0.00	(0.24)	100.01	87.69
101-463.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	75,000.00	34,096.09	1,774.99	40,903.91	45.46	63,297.66
101-463.000-979.000	CAPITAL OUTLAY	17,698.00	15,194.25	0.00	2,503.75	85.85	18,309.27
101-463.000-979.011	CAPITAL OUTLAY-DRAINS	36,057.00	36,056.08	36,056.08	0.92	100.00	37,700.94
Total Dept 463.000 - GENERAL STREETS & ROW		452,204.00	279,653.52	48,928.02	172,550.48	61.84	304,168.93
Dept 536.000 - WATER AND SEWER SYSTEMS							
101-536.000-974.000	CONSTRUCTION	523,040.00	489,403.57	38,712.64	33,636.43	93.57	0.00
Total Dept 536.000 - WATER AND SEWER SYSTEMS		523,040.00	489,403.57	38,712.64	33,636.43	93.57	0.00
Dept 751.000 - PARKS & RECREATION							
101-751.000-703.000	WAGES	18,150.00	15,037.16	3,525.88	3,112.84	82.85	14,655.15
101-751.000-706.000	WAGES - SEASONAL	100.00	0.00	0.00	100.00	0.00	0.00
101-751.000-719.000	INSURANCE BENEFITS	5,650.00	4,523.32	2.55	1,126.68	80.06	7,015.57
101-751.000-720.000	PAYROLL TAXES	1,525.00	1,176.53	276.94	348.47	77.15	1,188.67
101-751.000-721.000	MERS BENEFITS	1,900.00	1,596.88	420.81	303.12	84.05	1,357.11
101-751.000-722.000	WORKERS COMPENSATION	307.00	306.76	0.00	0.24	99.92	436.93
101-751.000-740.000	SUPPLIES	10,000.00	3,754.92	1,361.23	6,245.08	37.55	6,800.89
101-751.000-741.000	PLANTING MATERIALS	600.00	55.12	0.00	544.88	9.19	0.00
101-751.000-802.000	CONTRACTUAL	12,000.00	10,254.39	1,000.00	1,745.61	85.45	12,363.30
101-751.000-802.007	LANDSCAPING SERVICES	2,500.00	3,308.25	0.00	(808.25)	132.33	2,285.50
101-751.000-806.000	CONTRACTUAL ENGINEERING	0.00	116.00	0.00	(116.00)	100.00	0.00
101-751.000-809.000	SAUGATUCK TWP CEMETERY MAINT	7,500.00	0.00	0.00	7,500.00	0.00	(7,353.68)
101-751.000-900.000	PRINTING & PUBLISHING	500.00	0.00	0.00	500.00	0.00	0.00
101-751.000-922.000	UTILITIES	11,000.00	5,218.06	112.69	5,781.94	47.44	7,941.48

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	03/31/2021 NORM (ABNORM)	MONTH 03/31/21 INCR (DECR)	BALANCE NORM (ABNORM)		03/31/2020 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
101-751.000-929.000	UNION REPAIRS & MAINTENANCE	750.00	2,938.06	2,863.28	(2,188.06)	391.74	0.00
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL	8,040.00	2,540.54	1,416.60	5,499.46	31.60	748.65
101-751.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	26,000.00	16,800.99	2,659.77	9,199.01	64.62	17,615.46
101-751.000-960.000	MISCELLANEOUS	3,401.00	3,850.92	450.00	(449.92)	113.23	0.00
101-751.000-977.000	EQUIPMENT	982.00	982.38	0.00	(0.38)	100.04	0.00
101-751.000-979.000	CAPITAL OUTLAY	275,094.00	112,838.71	2,500.00	162,255.29	41.02	0.00
Total Dept 751.000 - PARKS & RECREATION		385,999.00	185,298.99	16,589.75	200,700.01	48.01	65,055.03
Dept 850.000 - INSURANCE & BONDS							
101-850.000-958.000	MISCELLANEOUS	28,762.00	28,762.00	0.00	0.00	100.00	26,893.00
Total Dept 850.000 - INSURANCE & BONDS		28,762.00	28,762.00	0.00	0.00	100.00	26,893.00
Dept 880.000 - COMMUNITY PROMOTIONS							
101-880.000-960.000	MISCELLANEOUS	43,000.00	8,619.54	0.00	34,380.46	20.05	6,552.34
Total Dept 880.000 - COMMUNITY PROMOTIONS		43,000.00	8,619.54	0.00	34,380.46	20.05	6,552.34
Dept 966.000 - TRANSFERS OUT							
101-966.000-999.202	TRANSFER TO MAJOR STREET	132,500.00	0.00	0.00	132,500.00	0.00	132,500.00
101-966.000-999.203	TRANSFER TO LOCAL STREET	137,500.00	137,500.00	0.00	0.00	100.00	137,500.00
101-966.000-999.225	TRANSFER TO DDA	0.00	0.00	0.00	0.00	0.00	2,717.00
101-966.000-999.243	TRANSFER TO BROWNFIELD AUTHORITY	150,600.00	100,000.00	0.00	50,600.00	66.40	18,331.75
101-966.000-999.244	HARBOR AUTHORITY	500.00	0.00	0.00	500.00	0.00	0.00
101-966.000-999.594	TRANSFER OUT-DOUGLAS MARINA	376,250.00	376,250.00	0.00	0.00	100.00	99,856.10
Total Dept 966.000 - TRANSFERS OUT		797,350.00	613,750.00	0.00	183,600.00	76.97	390,904.85
TOTAL EXPENDITURES		4,205,806.00	2,815,515.63	225,880.96	1,390,290.37	66.94	2,211,814.81
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		3,184,326.00	2,783,613.41	41,308.43	400,712.59	87.42	2,737,758.30
TOTAL EXPENDITURES		4,205,806.00	2,815,515.63	225,880.96	1,390,290.37	66.94	2,211,814.81
NET OF REVENUES & EXPENDITURES		(1,021,480.00)	(31,902.22)	(184,572.53)	(989,577.78)	3.12	525,943.49

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 130 - CURRENT TAX RECEIVING							
Revenues							
Dept 000.000							
130-000.000-447.000	TAX COLLECTION FEES	0.00	0.00	(2,180.66)	0.00	0.00	0.00
130-000.000-664.000	INTEREST INCOME	0.00	0.00	(2,035.66)	0.00	0.00	2,295.63
Total Dept 000.000		0.00	0.00	(4,216.32)	0.00	0.00	2,295.63
TOTAL REVENUES		0.00	0.00	(4,216.32)	0.00	0.00	2,295.63
Fund 130 - CURRENT TAX RECEIVING:							
TOTAL REVENUES		0.00	0.00	(4,216.32)	0.00	0.00	2,295.63
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(4,216.32)	0.00	0.00	2,295.63

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 202 - MAJOR STREET FUND							
Revenues							
Dept 000.000							
202-000.000-540.000	STATE GRANTS - WILEY ROAD	490,000.00	0.00	0.00	490,000.00	0.00	0.00
202-000.000-546.000	STATE GRANT: ACT 51	143,094.00	93,169.05	13,142.39	49,924.95	65.11	115,517.44
202-000.000-546.001	SNOW REMOVAL	25,000.00	42,297.77	42,297.77	(17,297.77)	169.19	0.00
202-000.000-664.000	INTEREST INCOME	1,800.00	0.00	0.00	1,800.00	0.00	0.00
202-000.000-699.101	TRANSFER IN - GENERAL FUND	132,500.00	0.00	0.00	132,500.00	0.00	132,500.00
202-000.000-699.204	TRANSFER IN- ROAD MIL.	82,500.00	0.00	0.00	82,500.00	0.00	82,500.00
Total Dept 000.000		874,894.00	135,466.82	55,440.16	739,427.18	15.48	330,517.44
TOTAL REVENUES		874,894.00	135,466.82	55,440.16	739,427.18	15.48	330,517.44
Expenditures							
Dept 463.000 - GENERAL STREETS & ROW							
202-463.000-703.000	WAGES	60,450.00	64,776.93	6,715.41	(4,326.93)	107.16	63,904.30
202-463.000-706.000	WAGES - SEASONAL	300.00	0.00	0.00	300.00	0.00	0.00
202-463.000-719.000	INSURANCE BENEFITS	18,850.00	12,588.30	326.95	6,261.70	66.78	15,882.64
202-463.000-720.000	PAYROLL TAXES	5,050.00	5,647.40	581.21	(597.40)	111.83	5,508.13
202-463.000-721.000	MERS BENEFITS	6,200.00	6,332.69	801.48	(132.69)	102.14	5,188.32
202-463.000-722.000	WORKERS COMPENSATION	1,126.00	1,125.45	0.00	0.55	99.95	1,707.67
202-463.000-727.000	TRAFFIC SIGNS & SERVICES	1,500.00	2,725.63	0.00	(1,225.63)	181.71	0.00
202-463.000-740.000	SUPPLIES	4,000.00	31.92	0.00	3,968.08	0.80	682.94
202-463.000-802.000	CONTRACTUAL	13,567.00	6,844.86	0.00	6,722.14	50.45	0.00
202-463.000-806.000	CONTRACTUAL ENGINEERING	65,843.00	73,842.20	17,339.70	(7,999.20)	112.15	3,650.85
202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL	125,000.00	4,787.51	343.18	120,212.49	3.83	11,186.79
202-463.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	30,000.00	50,175.11	3,957.76	(20,175.11)	167.25	30,842.91
202-463.000-979.000	CAPITAL OUTLAY	280,000.00	6,967.04	0.00	273,032.96	2.49	0.00
Total Dept 463.000 - GENERAL STREETS & ROW		611,886.00	235,845.04	30,065.69	376,040.96	38.54	138,554.55
Dept 464.000 - GENERAL STREETS WINTER & ROW							
202-464.000-703.000	WAGES	30,250.00	0.00	0.00	30,250.00	0.00	0.00
202-464.000-719.000	INSURANCE BENEFITS	9,425.00	51.19	0.00	9,373.81	0.54	0.00
202-464.000-720.000	PAYROLL TAXES	2,550.00	0.00	0.00	2,550.00	0.00	0.00
202-464.000-721.000	MERS BENEFITS	3,100.00	0.00	0.00	3,100.00	0.00	0.00
202-464.000-722.000	WORKERS COMPENSATION	560.00	559.97	0.00	0.03	99.99	447.00
202-464.000-740.001	SNOW AND ICE REMOVAL SUPPLIES	12,000.00	4,577.76	35.74	7,422.24	38.15	11,722.11
202-464.000-802.002	CONTRACTUAL-SIDEWALK PLOWING	22,000.00	45,006.51	0.00	(23,006.51)	204.58	35,298.35
202-464.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	40,000.00	22,359.68	1,891.49	17,640.32	55.90	41,490.88
Total Dept 464.000 - GENERAL STREETS WINTER & ROW		119,885.00	72,555.11	1,927.23	47,329.89	60.52	88,958.34
TOTAL EXPENDITURES		731,771.00	308,400.15	31,992.92	423,370.85	42.14	227,512.89
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		874,894.00	135,466.82	55,440.16	739,427.18	15.48	330,517.44
TOTAL EXPENDITURES		731,771.00	308,400.15	31,992.92	423,370.85	42.14	227,512.89
NET OF REVENUES & EXPENDITURES		143,123.00	(172,933.33)	23,447.24	316,056.33	120.83	103,004.55

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PERIOD ENDING 03/31/2021

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 203 - LOCAL STREETS FUND							
Revenues							
Dept 000.000							
203-000.000-546.000	STATE GRANT: ACT 51	61,538.00	39,656.39	5,593.82	21,881.61	64.44	47,830.79
203-000.000-546.001	SNOW REMOVAL	6,111.00	19,720.81	19,720.81	(13,609.81)	322.71	0.00
203-000.000-664.000	INTEREST INCOME	2,000.00	0.00	0.00	2,000.00	0.00	0.00
203-000.000-699.203	TRANSFER IN-GENERAL FUND	137,500.00	137,500.00	0.00	0.00	100.00	137,500.00
203-000.000-699.204	TRANSFER IN- ROAD MIL.	82,500.00	82,500.00	0.00	0.00	100.00	82,500.00
Total Dept 000.000		289,649.00	279,377.20	25,314.63	10,271.80	96.45	267,830.79
TOTAL REVENUES		289,649.00	279,377.20	25,314.63	10,271.80	96.45	267,830.79
Expenditures							
Dept 463.000 - GENERAL STREETS & ROW							
203-463.000-703.000	WAGES	57,500.00	69,679.92	7,087.96	(12,179.92)	121.18	50,274.30
203-463.000-706.000	WAGES - SEASONAL	500.00	0.00	0.00	500.00	0.00	0.00
203-463.000-719.000	INSURANCE BENEFITS	17,900.00	15,961.54	343.72	1,938.46	89.17	11,700.91
203-463.000-720.000	PAYROLL TAXES	4,800.00	5,993.52	598.37	(1,193.52)	124.87	4,314.64
203-463.000-721.000	MERS BENEFITS	5,900.00	7,172.20	845.94	(1,272.20)	121.56	4,243.84
203-463.000-722.000	WORKERS COMPENSATION	1,075.00	1,074.45	0.00	0.55	99.95	1,534.97
203-463.000-727.000	TRAFFIC SIGNS & SERVICES	1,000.00	1,597.16	0.00	(597.16)	159.72	900.00
203-463.000-740.000	SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00	240.00
203-463.000-802.000	CONTRACTUAL	5,298.00	2,870.10	0.00	2,427.90	54.17	0.00
203-463.000-806.000	CONTRACTUAL ENGINEERING	9,000.00	29,545.97	6,516.20	(20,545.97)	328.29	0.00
203-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL	8,000.00	4,210.13	343.18	3,789.87	52.63	4,512.24
203-463.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	25,000.00	58,491.18	4,632.82	(33,491.18)	233.96	29,517.91
203-463.000-979.000	CAPITAL OUTLAY	407,300.00	257,963.40	0.00	149,336.60	63.33	0.00
Total Dept 463.000 - GENERAL STREETS & ROW		544,273.00	454,559.57	20,368.19	89,713.43	83.52	107,238.81
Dept 464.000 - GENERAL STREETS WINTER & ROW							
203-464.000-703.000	WAGES	15,125.00	0.00	0.00	15,125.00	0.00	0.00
203-464.000-719.000	INSURANCE BENEFITS	4,725.00	0.00	0.00	4,725.00	0.00	0.00
203-464.000-720.000	PAYROLL TAXES	1,275.00	0.00	0.00	1,275.00	0.00	0.00
203-464.000-721.000	MERS BENEFITS	1,550.00	0.00	0.00	1,550.00	0.00	0.00
203-464.000-722.000	WORKERS COMPENSATION	281.00	280.55	0.00	0.45	99.84	268.19
203-464.000-740.000	SUPPLIES	300.00	0.00	0.00	300.00	0.00	0.00
203-464.000-740.001	SNOW AND ICE REMOVAL SUPPLIES	8,000.00	3,350.94	0.00	4,649.06	41.89	11,093.61
203-464.000-802.002	CONTRACTUAL-SIDEWALK PLOWING	10,000.00	854.15	0.00	9,145.85	8.54	0.00
203-464.000-931.000	REPAIRS & MAINTENANCE: WINTER	0.00	268.26	32.97	(268.26)	100.00	550.62
203-464.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	40,000.00	21,722.58	1,671.06	18,277.42	54.31	40,960.38
Total Dept 464.000 - GENERAL STREETS WINTER & ROW		81,256.00	26,476.48	1,704.03	54,779.52	32.58	52,872.80
TOTAL EXPENDITURES		625,529.00	481,036.05	22,072.22	144,492.95	76.90	160,111.61
Fund 203 - LOCAL STREETS FUND:							
TOTAL REVENUES		289,649.00	279,377.20	25,314.63	10,271.80	96.45	267,830.79
TOTAL EXPENDITURES		625,529.00	481,036.05	22,072.22	144,492.95	76.90	160,111.61
NET OF REVENUES & EXPENDITURES		(335,880.00)	(201,658.85)	3,242.41	(134,221.15)	60.04	107,719.18

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REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF DOUGLAS

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT	YTD BALANCE
		AMENDED BUDGET	03/31/2021	MONTH 03/31/21	BALANCE		03/31/2020
			NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	USED	NORM (ABNORM)

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 204 - ROAD MILLAGE							
Expenditures							
Dept 966.000 - TRANSFERS OUT							
204-966.000-999.202	TRANSFER TO MAJOR STREET	82,500.00	0.00	0.00	82,500.00	0.00	82,500.00
204-966.000-999.203	TRANSFER TO LOCAL STREET	82,500.00	82,500.00	0.00	0.00	100.00	82,500.00
Total Dept 966.000 - TRANSFERS OUT		165,000.00	82,500.00	0.00	82,500.00	50.00	165,000.00
TOTAL EXPENDITURES		165,000.00	82,500.00	0.00	82,500.00	50.00	165,000.00
Fund 204 - ROAD MILLAGE:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		165,000.00	82,500.00	0.00	82,500.00	50.00	165,000.00
NET OF REVENUES & EXPENDITURES		(165,000.00)	(82,500.00)	0.00	(82,500.00)	50.00	(165,000.00)

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 209 - TRAIL FUND							
Revenues							
Dept 000.000							
209-000.000-674.000	DONATIONS	0.00	200.00	0.00	(200.00)	100.00	250.00
Total Dept 000.000		0.00	200.00	0.00	(200.00)	100.00	250.00
TOTAL REVENUES		0.00	200.00	0.00	(200.00)	100.00	250.00
Fund 209 - TRAIL FUND:							
TOTAL REVENUES		0.00	200.00	0.00	(200.00)	100.00	250.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	200.00	0.00	(200.00)	100.00	250.00

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 225 - DDA FUND							
Revenues							
Dept 000.000							
225-000.000-417.000	TAX INCREMENT RECAPTURE	31,303.00	31,302.81	0.00	0.19	100.00	26,996.62
225-000.000-588.002	SOCIALS DONATIONS	6,000.00	0.00	0.00	6,000.00	0.00	7,664.50
225-000.000-664.000	INTEREST INCOME	1,500.00	0.00	0.00	1,500.00	0.00	0.00
225-000.000-674.000	DONATIONS	6,500.00	705.00	0.00	5,795.00	10.85	4,360.00
225-000.000-675.000	OTHER REVENUE	2,100.00	2,100.00	0.00	0.00	100.00	3,000.00
225-000.000-699.101	TRANSFER IN - GENERAL FUND	0.00	0.00	0.00	0.00	0.00	2,717.00
Total Dept 000.000		47,403.00	34,107.81	0.00	13,295.19	71.95	44,738.12
TOTAL REVENUES		47,403.00	34,107.81	0.00	13,295.19	71.95	44,738.12
Expenditures							
Dept 728.000 - DOWNTOWN DEVELOPMENT AUTHORITY							
225-728.000-725.000	TRAINING FUNDS	500.00	500.00	0.00	0.00	100.00	0.00
225-728.000-725.003	DDA ADMINISTRATION	7,800.00	5,937.50	650.00	1,862.50	76.12	3,789.69
225-728.000-726.002	SOCIALS	4,000.00	0.00	0.00	4,000.00	0.00	1,709.13
225-728.000-726.005	WEBSITE	550.00	0.00	0.00	550.00	0.00	288.00
225-728.000-726.006	PROMOTIONS/MARKETING	3,130.00	1,407.47	0.00	1,722.53	44.97	1,133.70
225-728.000-726.020	PROMOTIONS/EVENTS	1,750.00	1,546.12	146.75	203.88	88.35	910.00
225-728.000-726.021	PROMOTIONS/ MERCHANTS	2,620.00	675.00	675.00	1,945.00	25.76	1,700.00
225-728.000-726.022	PRIDE EVENTS	6,500.00	0.00	0.00	6,500.00	0.00	0.00
225-728.000-732.000	HOLIDAY PREVIEW/ LIGHT EVENT	750.00	0.00	0.00	750.00	0.00	600.00
225-728.000-802.001	CONTRACTUAL-PLANNING STUDY	6,000.00	0.00	0.00	6,000.00	0.00	4,366.25
225-728.000-802.100	BUSINESS INCENTIVE PROGRAM	5,000.00	0.00	0.00	5,000.00	0.00	0.00
225-728.000-900.000	PRINTING & PUBLISHING	0.00	220.50	0.00	(220.50)	100.00	0.00
225-728.000-908.000	DUES/FEES/PUBLICATIONS	450.00	324.00	0.00	126.00	72.00	100.00
225-728.000-979.000	CAPITAL OUTLAY	80,000.00	0.00	0.00	80,000.00	0.00	0.00
Total Dept 728.000 - DOWNTOWN DEVELOPMENT AUTHORITY		119,050.00	10,610.59	1,471.75	108,439.41	8.91	14,596.77
TOTAL EXPENDITURES		119,050.00	10,610.59	1,471.75	108,439.41	8.91	14,596.77
Fund 225 - DDA FUND:							
TOTAL REVENUES		47,403.00	34,107.81	0.00	13,295.19	71.95	44,738.12
TOTAL EXPENDITURES		119,050.00	10,610.59	1,471.75	108,439.41	8.91	14,596.77
NET OF REVENUES & EXPENDITURES		(71,647.00)	23,497.22	(1,471.75)	(95,144.22)	32.80	30,141.35

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND							
Revenues							
Dept 000.000							
243-000.000-699.101	TRANSFER IN - GENERAL FUND	150,600.00	100,000.00	0.00	50,600.00	66.40	18,331.75
Total Dept 000.000		150,600.00	100,000.00	0.00	50,600.00	66.40	18,331.75
TOTAL REVENUES		150,600.00	100,000.00	0.00	50,600.00	66.40	18,331.75
Expenditures							
Dept 000.000							
243-000.000-732.001	BLIGHT REMOVAL	75,000.00	0.00	0.00	75,000.00	0.00	0.00
243-000.000-740.000	SUPPLIES	0.00	63.00	0.00	(63.00)	100.00	0.00
243-000.000-803.000	CONTRACTUAL CONSULTANT	25,000.00	4,035.00	0.00	20,965.00	16.14	17,848.75
243-000.000-806.000	CONTRACTUAL ENGINEERING	50,000.00	16,133.75	0.00	33,866.25	32.27	498.00
243-000.000-862.000	RECORDING CLERK	600.00	0.00	0.00	600.00	0.00	300.00
Total Dept 000.000		150,600.00	20,231.75	0.00	130,368.25	13.43	18,646.75
TOTAL EXPENDITURES		150,600.00	20,231.75	0.00	130,368.25	13.43	18,646.75
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:							
TOTAL REVENUES		150,600.00	100,000.00	0.00	50,600.00	66.40	18,331.75
TOTAL EXPENDITURES		150,600.00	20,231.75	0.00	130,368.25	13.43	18,646.75
NET OF REVENUES & EXPENDITURES		0.00	79,768.25	0.00	(79,768.25)	100.00	(315.00)

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 244 - TRI-COMMUNITY HARBOR AUTHORITY							
Revenues							
Dept 000.000							
244-000.000-657.244	SAUGATUCK CONTRIBUTION HARBOR	500.00	0.00	0.00	500.00	0.00	0.00
244-000.000-699.244	TRANSFER IN FROM GF	500.00	0.00	0.00	500.00	0.00	0.00
Total Dept 000.000		1,000.00	0.00	0.00	1,000.00	0.00	0.00
TOTAL REVENUES		1,000.00	0.00	0.00	1,000.00	0.00	0.00
Expenditures							
Dept 790.000 - HARBOR							
244-790.000-801.000	CONTRACTUAL ATTORNEY	0.00	0.00	0.00	0.00	0.00	227.50
244-790.000-862.000	RECORDING CLERK	1,000.00	400.00	100.00	600.00	40.00	500.00
Total Dept 790.000 - HARBOR		1,000.00	400.00	100.00	600.00	40.00	727.50
TOTAL EXPENDITURES		1,000.00	400.00	100.00	600.00	40.00	727.50
Fund 244 - TRI-COMMUNITY HARBOR AUTHORITY:							
TOTAL REVENUES		1,000.00	0.00	0.00	1,000.00	0.00	0.00
TOTAL EXPENDITURES		1,000.00	400.00	100.00	600.00	40.00	727.50
NET OF REVENUES & EXPENDITURES		0.00	(400.00)	(100.00)	400.00	100.00	(727.50)

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 509 - SCHULTZ PARK LAUNCH RAMP							
Revenues							
Dept 000.000							
509-000.000-476.000	LAUNCH FEES	25,920.00	20,505.13	250.00	5,414.87	79.11	15,234.28
509-000.000-664.000	INTEREST INCOME	300.00	0.00	0.00	300.00	0.00	0.00
Total Dept 000.000		26,220.00	20,505.13	250.00	5,714.87	78.20	15,234.28
TOTAL REVENUES		26,220.00	20,505.13	250.00	5,714.87	78.20	15,234.28
Expenditures							
Dept 750.000 - LAUNCH RAMPS							
509-750.000-703.000	WAGES	0.00	0.00	0.00	0.00	0.00	171.17
509-750.000-719.000	INSURANCE BENEFITS	0.00	0.00	0.00	0.00	0.00	116.93
509-750.000-720.000	PAYROLL TAXES	0.00	0.00	0.00	0.00	0.00	13.99
509-750.000-721.000	MERS BENEFITS	0.00	0.00	0.00	0.00	0.00	14.74
509-750.000-922.000	UTILITIES	500.00	374.85	39.89	125.15	74.97	287.41
509-750.000-930.000	REPAIRS & MAINTENANCE: GENERAL	1,000.00	622.62	309.88	377.38	62.26	400.00
509-750.000-961.000	MISCELLANEOUS	1,000.00	2,149.65	0.00	(1,149.65)	214.97	375.00
509-750.000-979.000	CAPITAL OUTLAY	41,740.00	9,240.00	9,240.00	32,500.00	22.14	0.00
Total Dept 750.000 - LAUNCH RAMPS		44,240.00	12,387.12	9,589.77	31,852.88	28.00	1,379.24
Dept 966.000 - TRANSFERS OUT							
509-966.000-999.101	TRANSFER TO GEN FUND-ADMIN OVH	2,000.00	2,000.00	0.00	0.00	100.00	2,000.00
509-966.000-999.102	TRANSFER OUT-GENERAL FUND PARKS	2,500.00	2,500.00	0.00	0.00	100.00	2,500.00
Total Dept 966.000 - TRANSFERS OUT		4,500.00	4,500.00	0.00	0.00	100.00	4,500.00
TOTAL EXPENDITURES		48,740.00	16,887.12	9,589.77	31,852.88	34.65	5,879.24
Fund 509 - SCHULTZ PARK LAUNCH RAMP:							
TOTAL REVENUES		26,220.00	20,505.13	250.00	5,714.87	78.20	15,234.28
TOTAL EXPENDITURES		48,740.00	16,887.12	9,589.77	31,852.88	34.65	5,879.24
NET OF REVENUES & EXPENDITURES		(22,520.00)	3,618.01	(9,339.77)	(26,138.01)	16.07	9,355.04

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 594 - DOUGLAS MARINA							
Revenues							
Dept 000.000							
594-000.000-569.000	STATE GRANT: OTHER	660,000.00	673,560.17	673,560.17	(13,560.17)	102.05	0.00
594-000.000-699.101	TRANSFER IN - GENERAL FUND	376,250.00	376,250.00	0.00	0.00	100.00	99,856.10
Total Dept 000.000		1,036,250.00	1,049,810.17	673,560.17	(13,560.17)	101.31	99,856.10
TOTAL REVENUES		1,036,250.00	1,049,810.17	673,560.17	(13,560.17)	101.31	99,856.10
Expenditures							
Dept 597.000 - POINT PLEASANT							
594-597.000-801.000	CONTRACTUAL ATTORNEY	0.00	7,966.25	0.00	(7,966.25)	100.00	3,382.50
594-597.000-802.000	CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	4,500.60
594-597.000-922.000	UTILITIES	12,000.00	40.57	40.57	11,959.43	0.34	0.00
594-597.000-979.000	CAPITAL OUTLAY	265,000.00	889,080.22	888,860.72	(624,080.22)	335.50	23,360.00
Total Dept 597.000 - POINT PLEASANT		277,000.00	897,087.04	888,901.29	(620,087.04)	323.86	31,243.10
Dept 598.000 - WADES BAYOU							
594-598.000-930.000	REPAIRS & MAINTENANCE: GENERAL	75,250.00	31,099.46	0.00	44,150.54	41.33	830.00
594-598.000-974.000	CONSTRUCTION	12,500.00	12,596.60	2,533.18	(96.60)	100.77	70,152.00
Total Dept 598.000 - WADES BAYOU		87,750.00	43,696.06	2,533.18	44,053.94	49.80	70,982.00
Dept 599.000 - DOUGLAS HARBOR AUTHORITY							
594-599.000-750.000	SUPPLIES	4,000.00	2,249.22	54.22	1,750.78	56.23	0.00
594-599.000-802.000	CONTRACTUAL	6,500.00	5,940.00	3,315.00	560.00	91.38	0.00
594-599.000-862.000	RECORDING CLERK	1,000.00	300.00	0.00	700.00	30.00	200.00
Total Dept 599.000 - DOUGLAS HARBOR AUTHORITY		11,500.00	8,489.22	3,369.22	3,010.78	73.82	200.00
TOTAL EXPENDITURES		376,250.00	949,272.32	894,803.69	(573,022.32)	252.30	102,425.10
Fund 594 - DOUGLAS MARINA:							
TOTAL REVENUES		1,036,250.00	1,049,810.17	673,560.17	(13,560.17)	101.31	99,856.10
TOTAL EXPENDITURES		376,250.00	949,272.32	894,803.69	(573,022.32)	252.30	102,425.10
NET OF REVENUES & EXPENDITURES		660,000.00	100,537.85	(221,243.52)	559,462.15	15.23	(2,569.00)

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	03/31/2021 NORM (ABNORM)	MONTH 03/31/21 INCR (DECR)	BALANCE NORM (ABNORM)		03/31/2020 NORM (ABNORM)
Fund 650 - WATER & SEWER FUND							
Revenues							
Dept 000.000							
650-000.000-601.000	CONNECTION FEES, SEWER	40,000.00	22,000.00	2,500.00	18,000.00	55.00	25,000.00
650-000.000-602.000	CONNECTION FEES, WATER	30,000.00	29,500.00	2,000.00	500.00	98.33	20,075.00
650-000.000-664.000	INTEREST INCOME	12,000.00	0.00	0.00	12,000.00	0.00	0.00
Total Dept 000.000		82,000.00	51,500.00	4,500.00	30,500.00	62.80	45,075.00
TOTAL REVENUES		82,000.00	51,500.00	4,500.00	30,500.00	62.80	45,075.00
Expenditures							
Dept 000.000							
650-000.000-806.000	CONTRACTUAL ENGINEERING	40,000.00	65,279.56	5,248.00	(25,279.56)	163.20	39,301.45
650-000.000-922.001	HYDRANT CHARGES	1,000.00	0.00	0.00	1,000.00	0.00	0.00
650-000.000-974.000	CONSTRUCTION	245,500.00	0.00	0.00	245,500.00	0.00	0.00
650-000.000-999.101	TRANSFER OUT - GENERAL FUND	180,000.00	180,000.00	0.00	0.00	100.00	0.00
Total Dept 000.000		466,500.00	245,279.56	5,248.00	221,220.44	52.58	39,301.45
TOTAL EXPENDITURES		466,500.00	245,279.56	5,248.00	221,220.44	52.58	39,301.45
Fund 650 - WATER & SEWER FUND:							
TOTAL REVENUES		82,000.00	51,500.00	4,500.00	30,500.00	62.80	45,075.00
TOTAL EXPENDITURES		466,500.00	245,279.56	5,248.00	221,220.44	52.58	39,301.45
NET OF REVENUES & EXPENDITURES		(384,500.00)	(193,779.56)	(748.00)	(190,720.44)	50.40	5,773.55

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PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 03/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 03/31/2020 NORM (ABNORM)
Fund 660 - EQUIPMENT RENTAL FUND							
Revenues							
Dept 000.000							
660-000.000-664.000	INTEREST INCOME	4,500.00	0.00	0.00	4,500.00	0.00	0.00
660-000.000-673.000	SALE OF EQUIPMENT	5,000.00	0.00	0.00	5,000.00	0.00	0.00
660-000.000-679.000	REIMBUR: MAJ & LOC ST-EQ RENT	135,000.00	152,748.55	12,153.13	(17,748.55)	113.15	142,812.08
660-000.000-679.101	EQUIP REINBURSE-GENERAL FUND	152,700.00	83,727.60	7,968.85	68,972.40	54.83	98,090.71
Total Dept 000.000		297,200.00	236,476.15	20,121.98	60,723.85	79.57	240,902.79
TOTAL REVENUES		297,200.00	236,476.15	20,121.98	60,723.85	79.57	240,902.79
Expenditures							
Dept 260.000 - CLERK/TREASURER							
660-260.000-977.000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	5,763.17
Total Dept 260.000 - CLERK/TREASURER		0.00	0.00	0.00	0.00	0.00	5,763.17
Dept 265.000 - BUILDING & GROUNDS							
660-265.000-979.000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	14,640.00
Total Dept 265.000 - BUILDING & GROUNDS		0.00	0.00	0.00	0.00	0.00	14,640.00
Dept 301.000 - POLICE							
660-301.000-979.000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	29,049.00
Total Dept 301.000 - POLICE		0.00	0.00	0.00	0.00	0.00	29,049.00
Dept 902.000 - DPW EQUIPMENT PURCHASES							
660-902.000-979.000	CAPITAL OUTLAY	63,500.00	13,770.99	486.45	49,729.01	21.69	70,009.94
Total Dept 902.000 - DPW EQUIPMENT PURCHASES		63,500.00	13,770.99	486.45	49,729.01	21.69	70,009.94
Dept 903.000 - EQUIP. REPAIRS & MAINTENANCE							
660-903.000-860.000	GAS & OIL	16,000.00	9,256.18	787.02	6,743.82	57.85	9,963.25
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS	58,883.00	40,788.66	1,636.61	18,094.34	69.27	24,052.99
Total Dept 903.000 - EQUIP. REPAIRS & MAINTENANCE		74,883.00	50,044.84	2,423.63	24,838.16	66.83	34,016.24
TOTAL EXPENDITURES		138,383.00	63,815.83	2,910.08	74,567.17	46.12	153,478.35
Fund 660 - EQUIPMENT RENTAL FUND:							
TOTAL REVENUES		297,200.00	236,476.15	20,121.98	60,723.85	79.57	240,902.79
TOTAL EXPENDITURES		138,383.00	63,815.83	2,910.08	74,567.17	46.12	153,478.35
NET OF REVENUES & EXPENDITURES		158,817.00	172,660.32	17,211.90	(13,843.32)	108.72	87,424.44

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	03/31/2021 NORM (ABNORM)	MONTH 03/31/21 INCR (DECR)	BALANCE NORM (ABNORM)		03/31/2020 NORM (ABNORM)
TOTAL REVENUES - ALL FUNDS		5,989,542.00	4,691,056.69	816,279.05	1,298,485.31	78.32	3,802,790.20
TOTAL EXPENDITURES - ALL FUNDS		7,028,629.00	4,993,949.00	1,194,069.39	2,034,680.00	71.05	3,099,494.47
NET OF REVENUES & EXPENDITURES		(1,039,087.00)	(302,892.31)	(377,790.34)	(736,194.69)	29.15	703,295.73