

AGENDA
THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JUNE 6, 2022 – 7:00 P.M.

1. Call to Order – Mayor
2. Roll Call - City Clerk
3. Pledge of Allegiance – Led by Mayor
4. Consent Calendar
 - A. Approval of the Agenda for June 6, 2022
 - B. Approval of the Council Minutes of May 16, 2022
 - C. Approval of the Council Workshop Minutes of May 16, 2022
 - D. Approval of Invoices in the amount of \$258,210.90
 - E. Appointments/Resignations/Proclamations

Reappoint Dan Urquhart as a Douglas representative to the Kalamazoo Lake Sewer Water Authority.

Motion to approve the Consent Calendar of June 6, 2022 – roll call vote

5. Public Communication
 - A. Verbal (Limit of 3 minutes)
 - B. Written Communications
 1. Beach Clean Up Date – Lakeshore Cleanup Coalition
6. Unfinished Business
7. New Business
 - A. CLOSED SESSION

Motion to enter into Closed Session pursuant to Section 8 (e) (2) of the Open Meetings Act for the purpose of negotiation of a collective bargaining agreement.

Motion to leave the Closed Session and return to the regular meeting of City Council.
- roll call vote

- B. Resolution 17-2022 PA 152 Health Care Opt. Out (2/3 majority vote required) (5 of 7)

Motion to adopt Resolution 17-2022 PA 152 Health Care Op Out for the City of the Village of Douglas. – roll call vote

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/84220919268>

Join by phone by dialing:

+1 (312) 626-6799

-or-

+1 (646) 518-9805

Then enter
“Meeting ID”:

8422 091 9268

Those who are hearing impaired and require additional accommodations are encouraged to contact (269) 857-1438 or clerk@douglasmi.gov at least 1 week in advance to provide time to accommodate requests.

C. Resolution 18-2022 Adopting the 2022-23 City of the Village of Douglas Budget

- 1) Motion to Open the Public Hearing on the 2022-23 General Appropriations Act Budget for the City of the Village of Douglas. – roll call vote
- 2) Public Comments
- 3) Motion to close the Public Hearing on the 2022-23 General Appropriations Act Budget for the City of the Village of Douglas – roll call vote

Motion to adopt Resolution 18-2022 Adopting the 2022-23 City of the Village of Douglas Budget. – roll call vote

D. Resolution 19-2022 Saugatuck Township Fire District 2022-23 Budget – Presentation by Greg Janik

Motion to adopt Resolution 19-2022 approving the 2022-23 Fire District Budget as presented. – roll call vote

E. Environmental Protection Standards – Tree Ordinance (First Reading)
(Second Reading – June 20th)

F. PM Environmental Change Order for 200 Blue Star

Motion to approve the PM Environmental Change Order No. 2 to amend the scope of work to complete the EPA forms and develop a work plan for the EPA Brownfield Cleanup Grant. – roll call vote

G. Sign Ordinance – (First Reading)
(Second Reading - June 20th)

H. Business License (Food Truck) Ordinance – (First Reading)
(Second Reading – June 20th)

I. Republic Contract – Discussion Item

J. Root Beer Barrel Contract – Discussion Item

K. Resolution 21-2022 Land Division – 160 Wiley Road – Kevin Putnam

Motion to approve Resolution 21-2022 Approving Lot Split and the complete Land Division Application for the division of PPN: 03-59-016-088-00, located at 160 Wiley Road, and creation of PPN: 03-59-016-088-10 in the R-1 Residential District, in Douglas, Michigan. – roll call vote

L. Property and Liability Renewal – MML Insurance

Motion to adopt Resolution 20-2022 approving the Michigan Municipal Liability & Property Pool proposal in the amount of an annual premium of \$50,841. – roll call vote

- M. Special Event Permit – Friends of the Blue Star Trail 11th Annual Lakeshore Harvest Bike Ride
The proposed Lakeshore Harvest Bike Ride is scheduled for Saturday, September 17, 2022, from 7:00 am to 5:00 pm. They anticipate around 150 participants.

Motion to approve the Special Event Application from The Friends of the Blue Star Trail and support the event with City resources for the proposed 11th Annual Lakeshore Harvest Bike Ride on September 17, 2022. – roll call vote

- N. Resolution 22-2022 Resort Specially Designated Distributor Local Government Approval

Motion to approve Resolution 22-2022 and recommend local government approval for Halas, LLC to apply for a Resort Specially Designated Distributor License through the Michigan Liquor Control Commission. – roll call vote

8. 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
11. Tree Committee
12. Playground Committee

B. Staff Written Reports

1. Manager Report

9. Public Communications – Verbal (Limit of 3 minutes)

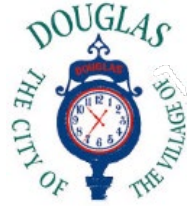
10. Council Comments

11. Mayor's Report/Comments

12. Adjournment

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

CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN



MINUTES
THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
86 W. CENTER ST. – DOUGLAS, MI
MAY 16, 2022 – 7:00 P.M.

1. Call to Order: Mayor Donovan called the meeting to order at 7:00 p.m.
2. Roll Call: Present - Miller, Naumann, North, Seabert, Toepper, Van Loon, Donovan
Absent – None
Also Present – City Manager LaBombard

3. Pledge of Allegiance – Led by Mayor Donovan

4. Consent Calendar
 - A. Approval of the Agenda for May 16, 2022
 - B. Approval of the Council Minutes of May 2, 2022
 - C. Approval of the Invoices in the amount of \$161,422.56

Motion by Van Loon, with support from Toepper, to approve the Consent Calendar of May 16, 2022, as presented. Motion carried by unanimous roll call vote.

5. Public Communication
 - A. Verbal – No verbal communication received
 - B. Written
 1. Bike MS West Michigan – Mayor Donovan thanked those involved for their efforts.
 2. Downtown Development Temporary Food Truck Recommendation.
 3. Planning Commission Schedule of Fees and Civil Fines Increase Recommendation.
6. Unfinished Business
 - A. Resolution 13-2022 Westshore Condo Renewal Project Plan
City Planner Wikar addressed council – A punch list has been received from the City Engineer, I would like to amend one portion (pg. 2, #1 -second line after April 29, 2022, please add “, as amended”).

Motion by North, with support from Miller, to approve Resolution 13-2022 for Westshore Condominium Project Plans Authorization Renewal as amended. Motion carried by unanimous roll call vote.

- B. 200 Blue Star Grant Award
The City of Douglas Brownfield Authority has received a Grant for the property located at 200 Blue Star Hwy. The next stage of the Grant process will be development of a plan. Interested parties may visit the City website at www.douglasmi.gov for further

information regarding this project.

Motion by Van Loon, with support from Naumann, to accept the Grant Award for 200 Blue Star and begin the planning process. Motion carried by unanimous roll call vote.

7. New Business

A. Dean Kappinga, County Representative

Mr. Kappinga updated City Council on items the County has been working on.

B. Resolution 14-2022 Short Term Rental Inspection Fee

The City of the Village of Douglas fee structure is less than both Saugatuck and Saugatuck Township. The City proposes to increase the three-year registration and initial inspection fee from \$250 to \$350 and the reinspection fee for failed inspections from \$60 to \$100. The proposed revised fee will unify the fee structure across the tri-communities and eliminate the reinspection shortfall.

Motion by Van Loon, with support from Miller, to approve Resolution 14-2022 and adopt the proposed Schedule of Fees increase for Short Term Rental inspection fee to \$350 and the reinspection fee to \$100. Motion carried by unanimous roll call vote.

C. Resolution 15-2022 Priority Health Renewal

The City of the Village of Douglas currently has 17 full-time employees. Lighthouse Group has provided numerous health care options for review. Based on the review of the options and considering the plan that best meets the financial and benefit needs of the City and its employees, the current plan is being recommended for renewal.

Motion by Toepper, with support from Naumann, to approve Resolution 15-2022 for the Fiscal Year 2022-23 Priority Health and Delta Dental insurance contract. Motion carried by unanimous roll call vote.

D. Resolution 16-2022 295 McVea lot split – PPN: 03-59-450-006-00

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.

Motion by North, with support from Van Loon, to approve Resolution 16-2022, a Resolution approving Lot Split, and the complete Land Division Application for the division of PPN: 03-59-450-006-00, located at 295 McVea Street, and creation of PPN: 03-59-450-006-10 and PPN: 03-59-450-006-20 in the R-2 Residential District, in Douglas, Michigan. Motion carried by unanimous roll call vote.

D. Special Event Application – Saugatuck Douglas American Legion Memorial Day Parade

Motion by Van Loon, with support from Naumann, to approve the Special Event Application for the Saugatuck Douglas American Legion Memorial Day Parade. Motion carried by unanimous roll call vote.

E. Saugatuck Public Schools State of the Schools 2022 – Presentation by Dr. Tim Travis (Presentation available online – video)

8. Reports
 - A. Commission/Committee/Boards
 1. Planning: May 18th meeting business – Approved amendment to the Planning Commission Bylaws, held four Public Hearings.
 2. Kalamazoo Lake Sewer Water: Required monthly reports sent to EGLE, KLSWA overseeing Campbell St. cut-over to the new Water Main, annual hydrant flushing, hydrant flow testing performed, 2 vacant positions filled, GIS tablet for field work implemented.
 3. Douglas Brownfield Authority – Received Grant for 200 Blue Star
 4. Recycle Committee – North addressed the upcoming Recycle Event
 5. Tree Committee – Met regarding a tree on Chestnut
 - B. Staff Written Reports
 1. City Manager – (Copy of Reports in packet)
9. Public Communications
 - A. Demethrea Terrien spoke to Council regarding trees and Douglas Beach locked gate
 - B. Joe Andrews introduced himself to the Council, he is running for the 38th District
10. Council Comments

Naumann	Received concerned email regarding Deer population, wondering if there is something we can do.
Seabert	Also received the same concerns
Miller	Brought up Food Trucks in Douglas
Van Loon	Hats off to Manager and Dept. Heads for work on the Budget
11. Mayor's Report: Thrilled about the Grant received
12. Adjournment

Meeting was adjourned by gavel of the Mayor, members of Council re-entered the budget workshop.

Approved on this 6th day of June, 2022

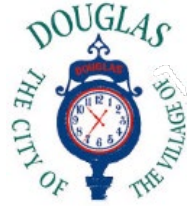
Signed: _____ Date: _____
Jerome Donovan, Mayor

Signed: _____ Date: _____
Pamela Aalderink, City Clerk

I hereby certify that the attached is a true and correct copy of the minutes of a closed session meeting of the City Council of the City of the Village of Douglas held on June 6, 2022. 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
WORKSHOP MEETING OF THE CITY COUNCIL
86 W. CENTER ST. – DOUGLAS, MI
MAY 16, 2022 – 3:00 P.M.

1. Call to Order: Mayor Donovan called the meeting to order at 3:00 p.m.
2. Prior to the workshop, Council ranked projects they would like to see completed this budget year. City Manager LaBombard and City Treasurer Smith both discussed the projected budget, including increases in Health Insurance (7%), COLA (5%), Planning Administrator wages (15%), and an addition Police Offer (if one should announce a retirement).

Council members focused on the Health Insurance costs first, with 17 full-time employees the projected increase in health insurance is \$23,503 remaining with the current plan. Members looked at incentives so employees would take a spouse's insurance. Other comments were received relating to sustainability of revenues raising and wages being lowered. One member stated it would cost more to lose an employee.

DDA Chair Randy Walker was present on Zoom and will be working closely with Mr. Wikar and Mr. LaBombard to rework the DDA line items.

Police Expenditures: Air conditioning and interior lighting of the building did not rank high. Questions were presented as to the 25% raise in part time officer costs, these were additional costs of bringing in officers for special events.

Streets General Fund: Treasurer Smith reported this cost should go down with the improvements to the sprinkler system.

Planning/Zoning: There will be a need to hire a contractual building inspector due to the retirement of the current inspector. The Administrative Assistant will be working 50% with the Planning Dept. Wikar reported the Council will begin to see a cost recovery in this department. There also will be in house board training, and there still remains a need for an intern.

Dept. Public Works: A decrease in small equipment purchases will be made. Equipment rental will be suspended for this budget year. The new locks on the Douglas Beach remain in the budget.

Pickle Ball Court: Due to cost factors a new court will not occur this budget, instead the current court will be resurfaced.

Council agreed to remain with Scott's Landscaping for winter sidewalk cleaning. Dust control on gravel roads will be added to budget.

Due to time constraints, Council tabled any further discussion until the end of the Council meeting, at which point they resumed.

Motion to close the workshop, workshop closed by gavel of the Mayor at 6:55 p.m.

Approved on this _____ day of _____, 2022

Signed: _____ Date: _____
Jerome Donovan, 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 closed session meeting of the City Council of the City of the Village of Douglas held on _____, 2022. I further certify that the meeting was duly called and that a quorum was present.

Pamela Aalderink, City Clerk

Date

06/02/2022

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS
EXP CHECK RUN DATES 06/06/2022 - 06/07/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt
5-23-22				
43541	PAMELA AALDERINK MILEAGE 101-215.000-861.000	05/23/2022	06/06/2022	122.08
	MILEAGE REIMBURSEMENT			122.08
88377675				
43476	ABSOPURE WATER COMPANY CITY HALL WATER 101-265.000-740.000	05/12/2022	06/06/2022	29.90
	SUPPLIES			29.90
88377671				
43485	ABSOPURE WATER COMPANY POLICE WATER 101-301.000-740.000	05/12/2022	06/06/2022	15.50
	SUPPLIES			15.50
88377692				
43492	ABSOPURE WATER COMPANY DPW WATER 101-463.000-740.000	05/12/2022	06/06/2022	43.50
	SUPPLIES			43.50
827309				
43601	ACE PARKING LOT STRIPING CENTER ST ROAD LINE, STOP BARS, CROSS WALKS 202-463.000-802.000	06/01/2022	06/06/2022	4,975.00
	CONTRACTUAL			4,975.00
141259				
43477	B S & A SOFTWARE BUILDING DEPARTMENT TRAINING 101-701.000-977.005	05/13/2022	06/06/2022	2,205.00
	COMPUTER HARDWARE/SOFTWARE			2,205.00
2217				
43579	BILLS TREE SERVICE REMOVE MAPLE 36 RANDOLPH 101-463.000-802.010	05/17/2022	06/06/2022	2,400.00
	CONTRACTUAL FORESTRY			2,400.00
2219				
43580	BILLS TREE SERVICE REMOVE MAPLE 88 SPRING ST 101-463.000-802.010	05/25/2022	06/06/2022	2,400.00
	CONTRACTUAL FORESTRY			2,400.00
5-13-22				
43494	COMCAST CITY HALL 101-265.000-851.000	05/13/2022	06/06/2022	395.26
	TELEPHONE			395.26
5-15-22				
43495	COMCAST POLICE OFFICE 101-301.000-851.000	05/15/2022	06/06/2022	385.89
	TELEPHONE			385.89
3826				
43502	COMMERCIAL RECORD PUBLIC NOTICES 101-701.000-900.000	04/28/2022	06/06/2022	652.00
	PRINTING & PUBLISHING			504.00

	101-215.000-900.000	PRINTING & PUBLISHING			148.00
3844					
43549	COMMERCIAL RECORD	05/25/2022	06/06/2022		367.50
	DOUGLAS PARK PROJ ADS - DONATIONS FUNDED				
	101-751.000-979.000	CAPITAL OUTLAY			367.50
2064355262609					
43532	CONSUMERS ENERGY	05/20/2022	06/06/2022		43.88
	250 WILEY SCHULTZ PARK RAMP				
	213-753.000-922.000	UTILITIES			43.88
205723888661					
43543	CONSUMERS ENERGY	05/23/2022	06/06/2022		37.36
	201 WASHINGTON - POINT PLEASANT DOCKS				
	594-597.000-922.000	UTILITIES			37.36
205723888662					
43544	CONSUMERS ENERGY	05/23/2022	06/06/2022		58.41
	177 WASHINGTON - POINT PLEASANT				
	594-597.000-922.000	UTILITIES			58.41
203143191363					
43554	CONSUMERS ENERGY	05/26/2022	06/06/2022		220.35
	DPW				
	101-265.000-922.000	UTILITIES			220.35
201808318522					
43555	CONSUMERS ENERGY	05/26/2022	06/06/2022		215.23
	POLICE				
	101-301.000-922.000	UTILITIES			215.23
203143191364					
43556	CONSUMERS ENERGY	05/26/2022	06/06/2022		200.18
	37 WASHINGTON - BEERY FIELD RESTROOMS				
	101-751.000-922.000	UTILITIES			200.18
201808318523					
43557	CONSUMERS ENERGY	05/26/2022	06/06/2022		153.68
	86 W CENTER				
	101-265.000-922.000	UTILITIES			153.68
202965188541					
43558	CONSUMERS ENERGY	05/26/2022	06/06/2022		150.97
	503 W CENTER - CENTER ST LIGHTS				
	101-463.000-922.000	UTILITIES			150.97
203143191365					
43559	CONSUMERS ENERGY	05/26/2022	06/06/2022		31.72
	25 MAIN ST BEERY FIELD BALL FIELD				
	101-751.000-922.000	UTILITIES			31.72
205545922986					
43610	CONSUMERS ENERGY	06/01/2022	06/06/2022		1,387.62
	STREET LIGHTS				
	101-463.000-925.000	STREET LIGHTS			1,387.62
201185458550					
43611	CONSUMERS ENERGY	06/01/2022	06/06/2022		504.28
	49406 LED LIGHT RD				
	101-463.000-925.000	STREET LIGHTS			504.28
205545922975					
43612	CONSUMERS ENERGY	06/01/2022	06/06/2022		11.60
	TRAFFIC LIGHTS				

	101-463.000-925.000	STREET LIGHTS		11.60
112-8637402-0145015				
43604	CRAIG DRAGER	05/28/2022	06/06/2022	53.34
	PRIDE SUPPLIES-MASKS			
	701-771.000-880.000	COMMUNITY PROMOTION		53.34
5-25-22				
43607	CRAIG DRAGER	05/25/2022	06/06/2022	231.80
	PRIDE SUPPLIES - MENARDS			
	701-771.000-880.000	COMMUNITY PROMOTION		231.80
RIS0004195070				
43505	DELTA DENTAL	05/18/2022	06/06/2022	1,510.36
	JUNE DENTAL			
	101-172.000-719.000	INSURANCE BENEFITS		69.57
	101-215.000-719.000	INSURANCE BENEFITS		203.37
	101-265.000-719.000	INSURANCE BENEFITS		31.09
	101-301.000-719.000	INSURANCE BENEFITS		609.70
	101-701.000-719.000	INSURANCE BENEFITS		69.57
	101-463.000-719.000	INSURANCE BENEFITS		90.43
	101-751.000-719.000	INSURANCE BENEFITS		153.96
	202-463.000-719.000	INSURANCE BENEFITS		129.86
	202-464.000-719.000	INSURANCE BENEFITS		11.78
	203-463.000-719.000	INSURANCE BENEFITS		138.97
	203-464.000-719.000	INSURANCE BENEFITS		2.06
10-975381				
43570	ECONO SIGNS, LLC	05/18/2022	06/06/2022	2,462.24
	TRAFFIC SIGNS			
	203-463.000-746.000	TRAFFIC SIGNS & SERVICES		1,231.12
	202-463.000-746.000	TRAFFIC SIGNS & SERVICES		1,231.12
3727				
43542	EDGEWATER RESOURCES LLC	04/30/2022	06/06/2022	4,256.17
	POINT PLEASANT MARINA POOL DEMO ADMIN			
	594-597.000-979.000	CAPITAL OUTLAY		4,256.17
22-20				
43531	EXCELL CONSTRUCTION SERVICES	05/23/2022	06/06/2022	14,865.00
	ROLL UP DOOR AND DUTCH DOOR AT BEERY FIELD			
	248-728.000-979.000	CAPITAL OUTLAY		14,865.00
MIHOL440222				
43547	FASTENAL COMPANY	04/04/2022	06/06/2022	575.20
	20V/60V TOOL BATTERY			
	202-463.000-740.000	SUPPLIES		575.20
MIHOL440325				
43548	FASTENAL COMPANY	04/06/2022	06/06/2022	26.60
	SUPPLIES			
	203-463.000-740.000	SUPPLIES		26.60
MIHOL442376				
43565	FASTENAL COMPANY	05/27/2022	06/06/2022	167.94
	ROWING DOCK REPAIR			
	594-597.001-930.000	REPAIRS & MAINTENANCE: GENERAL		167.94
MIHJOL442184				
43572	FASTENAL COMPANY	05/19/2022	06/06/2022	112.09
	NUTS & BOLTS			
	101-265.000-740.000	SUPPLIES		112.09

53720				
43578	FENCE CONSULTANTS	05/04/2022	06/06/2022	5,538.52
	PICKLEBALL COURT WIND SCREEN			
	101-751.000-979.000 CAPITAL OUTLAY			5,538.52
4553689				
43503	GATEHOUSE MEDIA MICHIGAN HOLDINGS	05/16/2022	06/06/2022	1,719.05
	PUBLIC NOTICES			
	101-701.000-900.000 PRINTING & PUBLISHING			1,719.05
12193				
43605	GREG HARVATH	05/31/2022	06/06/2022	227.00
	PRIDE SUPPLIES-SIGNS, BANNERS, POSTCARDS			
	701-771.000-880.000 COMMUNITY PROMOTION			227.00
4660				
43504	HIGHWAY MAINTENANCE & CONSTRUCTION	05/16/2022	06/06/2022	61,594.88
	CHIPSEAL			
	202-463.000-979.000 CAPITAL OUTLAY			26,484.48
	203-463.000-979.000 CAPITAL OUTLAY			35,110.40
4667				
43545	HIGHWAY MAINTENANCE & CONSTRUCTION	05/25/2022	06/06/2022	14,344.03
	FOG SEAL			
	202-463.000-979.000 CAPITAL OUTLAY			6,686.83
	203-463.000-979.000 CAPITAL OUTLAY			7,657.20
5-19-22				
43529	AMY HOWELL	05/19/2022	06/06/2022	200.00
	DHA/KLHA MEETING			
	594-597.002-812.000 RECORDING CLERK			100.00
	245-754.000-812.000 RECORDING CLERK			100.00
8744				
43522	JACK'S GREENHOUSE	05/23/2022	06/06/2022	835.00
	SPRING FLOWERS			
	101-802.000-958.000 MISCELLANEOUS			835.00
47CENTERAPRIL22				
43506	KALAMAZOO LAKE SEWER & WATER	05/15/2022	06/06/2022	122.04
	47 CENTER			
	101-301.000-922.000 UTILITIES			122.04
455CENTERAPRIL22				
43507	KALAMAZOO LAKE SEWER & WATER	05/15/2022	06/06/2022	33.93
	ROOT BEER BARREL			
	101-751.000-922.000 UTILITIES			33.93
3100SCHLTZAPRIL22				
43508	KALAMAZOO LAKE SEWER & WATER	05/15/2022	06/06/2022	90.86
	3100 SCHULTZ PARK DR			
	101-751.000-922.000 UTILITIES			90.86
37WASHAPRIL22				
43509	KALAMAZOO LAKE SEWER & WATER	05/15/2022	06/06/2022	127.51
	37 WASHINGTON BATHROOMS			
	101-751.000-922.000 UTILITIES			127.51
25MAINIRRAPRIL22				
43510	KALAMAZOO LAKE SEWER & WATER	05/15/2022	06/06/2022	94.67
	25 MAIN ST IRRIGATION			
	101-751.000-922.000 UTILITIES			94.67
50LKSHRAPRIL22				

43511	KALAMAZOO LAKE SEWER & WATER 50 LAKESHORE DR BATHROOMS 101-751.000-922.000 UTILITIES	05/15/2022	06/06/2022	51.26 51.26
486WATERAPRIL22				
43512	KALAMAZOO LAKE SEWER & WATER 486 WATER NEW BARN 101-265.000-922.000 UTILITIES	05/15/2022	06/06/2022	52.66 52.66
25MAINAPRIL22				
43513	KALAMAZOO LAKE SEWER & WATER 25 MAIN DRINKING FOUNTAIN 101-751.000-922.000 UTILITIES	05/15/2022	06/06/2022	9.30 9.30
201WASHAPRIL22				
43514	KALAMAZOO LAKE SEWER & WATER 201 WASHINGTON 594-597.000-922.000 UTILITIES	05/15/2022	06/06/2022	48.29 48.29
86CENTERAPRIL22				
43515	KALAMAZOO LAKE SEWER & WATER 86 W CENTER 101-265.000-922.000 UTILITIES	05/15/2022	06/06/2022	110.69 110.69
200100				
43496	KERKSTRA RESTROOM SERVICE DOUGLAS BEACH HANDICAP 101-751.000-802.000 CONTRACTUAL	05/15/2022	06/06/2022	175.00 175.00
200491				
43523	KERKSTRA RESTROOM SERVICE SCHULTZ BOAT LAUNCH STANDARD 213-753.000-958.000 MISCELLANEOUS	05/20/2022	06/06/2022	100.00 100.00
200492				
43524	KERKSTRA RESTROOM SERVICE SCHULTZ PARK STANDARD AND HANDICAP 101-751.000-802.000 CONTRACTUAL	05/20/2022	06/06/2022	275.00 275.00
200496				
43525	KERKSTRA RESTROOM SERVICE WADES BAYOU HANDICAP 101-751.000-802.000 CONTRACTUAL	05/20/2022	06/06/2022	175.00 175.00
200495				
43526	KERKSTRA RESTROOM SERVICE VETERANS PARK STANDARD 101-751.000-802.000 CONTRACTUAL	05/20/2022	06/06/2022	100.00 100.00
200494				
43527	KERKSTRA RESTROOM SERVICE UNION LAUNCH STANDARD 101-751.000-802.000 CONTRACTUAL	05/20/2022	06/06/2022	100.00 100.00
200493				
43528	KERKSTRA RESTROOM SERVICE BARREL HANDICAP AND STANDARD 101-751.000-802.000 CONTRACTUAL	05/20/2022	06/06/2022	275.00 275.00
BYR-176589				
43574	KUBOTA OF WEST MICHIGAN LAWN MOWER REPAIRS 660-903.000-930.004 VEHICLE MAINTENANCE & REPAIRS	05/16/2022	06/06/2022	194.63 194.63
BYR-175033				

43575	KUBOTA OF WEST MICHIGAN LAWN MOWER BLADES 660-903.000-930.004	05/09/2022	06/06/2022	779.70
	VEHICLE MAINTENANCE & REPAIRS			779.70
5-26-22				
43550	RICHARD LABOMBARD VISION REIMBURSE 101-172.000-719.000	05/26/2022	06/06/2022	300.00
	INSURANCE BENEFITS			300.00
10552743				
43598	LINDE GAS & EQUIPMENT HILO GAS AND TANK RENT 660-903.000-860.000	05/23/2022	06/06/2022	37.67
	GAS & OIL			37.67
4-26-22				
43530	PAUL MARINEAU BOR TRAINING 101-257.000-807.000	04/26/2022	06/06/2022	50.00
	BOARD OF REVIEW			50.00
81379				
43563	MENARDS-HOLLAND POTHOLE PATCH 202-463.000-930.000	05/12/2022	06/06/2022	1,375.95
	REPAIRS & MAINTENANCE: GENERAL			687.98
	203-463.000-930.000			687.97
	REPAIRS & MAINTENANCE: GENERAL			
81888				
43569	MENARDS-HOLLAND ROWING DOCK REPAIR AND POTTING MIX 594-597.001-930.000	05/20/2022	06/06/2022	485.72
	REPAIRS & MAINTENANCE: GENERAL			373.80
	101-802.000-958.000			111.92
	MISCELLANEOUS			
81816				
43594	MENARDS-HOLLAND AMITY DITCH REPAIR, VEHICLE MAINT 203-463.000-930.000	05/19/2022	06/06/2022	342.56
	REPAIRS & MAINTENANCE: GENERAL			159.96
	660-903.000-930.004			29.73
	VEHICLE MAINTENANCE & REPAIRS			
	101-463.000-740.000			152.87
	SUPPLIES			
4151347476				
43533	MICHIGAN GAS UTILITIES 201 WASHINGTON ST POINT PLEASANT 594-597.000-922.000	05/20/2022	06/06/2022	76.41
	UTILITIES			76.41
4150618506				
43534	MICHIGAN GAS UTILITIES 47 CENTER 101-301.000-922.000	05/20/2022	06/06/2022	93.62
	UTILITIES			93.62
4149998853				
43535	MICHIGAN GAS UTILITIES 486 WATER 101-265.000-922.000	05/20/2022	06/06/2022	172.83
	UTILITIES			172.83
4150899886				
43536	MICHIGAN GAS UTILITIES 86 CENTER 101-265.000-922.000	05/20/2022	06/06/2022	85.65
	UTILITIES			85.65
1831106				
43481	MILLER JOHNSON PROFESSIONAL SERVICES 101-301.000-801.000	05/10/2022	06/06/2022	5,031.96
	CONTRACTUAL ATTORNEY			3,625.00
	101-266.000-801.000			1,406.96
	CONTRACTUAL ATTORNEY			

67400					
43573	NICK UNEMA PLUMBING & HEATING INC	05/17/2022	06/06/2022		4,559.41
	DRINKING FOUNTAIN WORK				
	101-751.000-979.000	CAPITAL OUTLAY			4,559.41

241606940001					
43480	ODP BUSINESS SOLUTIONS	05/05/2022	06/06/2022		73.48
	PAPER				
	101-265.000-740.000	SUPPLIES			73.48

1405					
43577	OVERISEL ELECTRIC LLC	05/12/2022	06/06/2022		350.00
	DOWNTOWN CLOCK REPAIR				
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			350.00

2205-562914					
43581	OVERISEL LUMBER CO.	05/20/2022	06/06/2022		16.73
	GARDEN HOSE				
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			16.73

2205-562804					
43582	OVERISEL LUMBER CO.	05/20/2022	06/06/2022		41.85
	SUPPLIES				
	101-265.000-740.000	SUPPLIES			41.85

2205-564130					
43583	OVERISEL LUMBER CO.	05/24/2022	06/06/2022		510.04
	KAYAK RACK MOVE				
	101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			510.04

2205-563823					
43584	OVERISEL LUMBER CO.	05/24/2022	06/06/2022		22.94
	FLAG POLE REPAIR				
	101-463.000-740.000	SUPPLIES			22.94

2205-536612					
43585	OVERISEL LUMBER CO.	05/23/2022	06/06/2022		72.94
	ROWING DOCK REPAIRS				
	594-597.001-930.000	REPAIRS & MAINTENANCE: GENERAL			72.94

2205-561320					
43586	OVERISEL LUMBER CO.	05/17/2022	06/06/2022		24.17
	PARKS SUPPLIES				
	101-751.000-740.000	SUPPLIES			24.17

2205-564924					
43587	OVERISEL LUMBER CO.	05/26/2022	06/06/2022		54.72
	BUILD DITCH/DRAIN ALONG AMITY				
	202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			47.73
	594-597.001-930.000	REPAIRS & MAINTENANCE: GENERAL			6.99

2205-565315					
43588	OVERISEL LUMBER CO.	05/27/2022	06/06/2022		22.98
	BEERY BATHROOM REPAIRS				
	101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			22.98

2205-565989					
43589	OVERISEL LUMBER CO.	05/31/2022	06/06/2022		14.32
	NO PARKING SIGNS				
	202-463.000-746.000	TRAFFIC SIGNS & SERVICES			14.32

2205-566180					
43590	OVERISEL LUMBER CO.	05/31/2022	06/06/2022		48.76

	203-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL		48.76
2205-564030				
43591	OVERISEL LUMBER CO.	05/24/2022	06/06/2022	229.81
	CROSS WALK/KAYAK RACK MOVE			
	203-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL		66.91
	101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL		162.90
2202-564776				
43592	OVERISEL LUMBER CO.	06/26/2022	06/06/2022	41.96
	ROWING DOCK REPAIR			
	594-597.001-930.000	REPAIRS & MAINTENANCE: GENERAL		41.96
2205-565417				
43595	OVERISEL LUMBER CO.	05/19/2022	06/06/2022	24.98
	ROWING DOCK REPAIR, BALLARDS ON BIKE PATH			
	594-597.001-930.000	REPAIRS & MAINTENANCE: GENERAL		6.99
	202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL		17.99
2205-562894				
43596	OVERISEL LUMBER CO.	05/19/2022	06/06/2022	39.98
	HOSE			
	101-265.000-740.000	SUPPLIES		39.98
2204-551625				
43597	OVERISEL LUMBER CO.	04/15/2022	06/06/2022	(16.05)
	RETURN			
	594-597.000-820.000	MARINA OPERATIONS		(16.05)
2206-566650				
43602	OVERISEL LUMBER CO.	06/01/2022	06/06/2022	15.98
	PAINT WELL HEAD DOORS			
	101-265.000-740.000	SUPPLIES		15.98
2206-566579				
43603	OVERISEL LUMBER CO.	06/01/2022	06/06/2022	61.83
	PAINT WELL HEAD DOORS			
	101-265.000-740.000	SUPPLIES		61.83
148				
43560	PEARSON PROPERTIES	05/27/2022	06/06/2022	375.00
	RENTED STORAGE SPACE FOR EQUIPMENT			
	594-597.002-802.000	CONTRACTUAL		375.00
5-16-22				
43517	PITNEY BOWES INC	05/16/2022	06/06/2022	907.50
	POSTAGE			
	101-215.000-901.000	POSTAGE		907.50
3315745577				
43613	PITNEY BOWES INC	05/27/2022	06/06/2022	167.52
	LEASE CHG-ACCT 0015608568			
	101-215.000-802.000	CONTRACTUAL		167.52
10845618				
43516	PLUNKETT COONEY	05/18/2022	06/06/2022	175.00
	LEGAL SERVICES - GENERAL			
	101-266.000-801.000	CONTRACTUAL ATTORNEY		175.00
67540				
43488	PREIN & NEWHOF	05/11/2022	06/06/2022	374.90
	UNION ST NON-MOTORIZED TRAIL			
	202-463.000-806.000	CONTRACTUAL ENGINEERING		374.90
67539				

43489	PREIN & NEWHOF	05/11/2022	06/06/2022	3,169.80
	CAMPBELL RD AND WATER ST IMPROVEMENTS			
	450-000.000-806.000	CONTRACTUAL ENGINEERING		3,169.80
67538				
43490	PREIN & NEWHOF	05/11/2022	06/06/2022	2,015.20
	WILEY RD NON-MOTORIZED PATHWAY			
	202-463.000-806.000	CONTRACTUAL ENGINEERING		2,015.20
67541				
43491	PREIN & NEWHOF	05/11/2022	06/06/2022	5,600.00
	GENERAL CONSULTING			
	101-701.000-806.000	UTILITY REVIEWS		1,458.50
	101-701.000-806.000	WESTSHORE PUD		310.00
	101-463.000-806.000	MISC PLANNING		186.00
	202-463.000-806.000	TRANSPORTATION PLANNING		496.00
	203-463.000-806.000	TRANSPORTATION PLANNING		496.00
	450-000.000-806.000	SANITARY PLANNING		1,427.50
	450-000.000-806.000	WATER SYSTEM PLANNING		1,226.00
221370001265				
43518	PRIORITY HEALTH	05/16/2022	06/06/2022	18,972.33
	JUNE HEALTH INSURANCE			
	101-172.000-719.000	INSURANCE BENEFITS		911.86
	101-215.000-719.000	INSURANCE BENEFITS		3,893.61
	101-265.000-719.000	INSURANCE BENEFITS		322.12
	101-301.000-719.000	INSURANCE BENEFITS		7,773.60
	101-701.000-719.000	INSURANCE BENEFITS		698.56
	101-463.000-719.000	INSURANCE BENEFITS		849.30
	101-751.000-719.000	INSURANCE BENEFITS		1,594.95
	202-463.000-719.000	INSURANCE BENEFITS		1,345.30
	202-464.000-719.000	INSURANCE BENEFITS		122.07
	203-463.000-719.000	INSURANCE BENEFITS		1,439.62
	203-464.000-719.000	INSURANCE BENEFITS		21.34
106189092				
43567	RICOH U.S.A, INC.	05/24/2022	06/06/2022	203.10
	POLICE COPIER			
	101-301.000-942.000	LEASE- COPIER		203.10
5064743047				
43609	RICOH U.S.A, INC.	06/01/2022	06/06/2022	29.51
	POLICE COPIES			
	101-301.000-802.000	CONTRACTUAL		29.51
60816017				
43479	ROSE PEST SOLUTIONS	04/27/2022	06/06/2022	44.00
	PEST CONTROL POLICE			
	101-301.000-802.000	CONTRACTUAL		44.00
60819335				
43546	ROSE PEST SOLUTIONS	05/25/2022	06/06/2022	148.00
	PEST CONTROL POINT PLEASANT			
	594-597.000-820.000	MARINA OPERATIONS		148.00
2200000333				
43484	SAUGATUCK TOWNSHIP	05/11/2022	06/06/2022	7,949.74
	CEMETERY MAINTENANCE FY22-23			
	101-751.000-809.000	SAUGATUCK TWP CEMETERY MAINT		7,949.74
22-518				

43483	SAUGATUCK TWP FIRE DISTRICT RENTAL HOME INSPECTIONS 101-701.000-802.000	CONTRACTUAL	05/11/2022	06/06/2022	125.00 125.00
22-521					
43566	SAUGATUCK TWP FIRE DISTRICT RENTAL HOME INSPECTIONS 101-701.000-802.000	CONTRACTUAL	05/26/2022	06/06/2022	1,350.00 1,350.00
11673					
43600	SCOTT'S LANDSCAPE MANAGMENT INC MOVE ROWING DOCK 594-597.001-930.000	REPAIRS & MAINTENANCE: GENERAL	05/31/2022	06/06/2022	750.00 750.00
112-7517337-2388254					
43538	NEAL SEABERT PRIDE WRISTBANDS 701-771.000-880.000	COMMUNITY PROMOTION	05/12/2022	06/06/2022	80.42 80.42
5-21-22					
43539	NEAL SEABERT SPRING FLOWERS 101-802.000-958.000	MISCELLANEOUS	05/21/2022	06/06/2022	332.97 332.97
5-21-22					
43540	NEAL SEABERT DELIVERY CHARGE FLOWERS 101-802.000-958.000	MISCELLANEOUS	05/21/2022	06/06/2022	83.74 83.74
5-28-22					
43606	NEAL SEABERT PRIDE SUPPLIES-GIFT CARDS 701-771.000-880.000	COMMUNITY PROMOTION	05/28/2022	06/06/2022	200.00 200.00
200612					
43576	SHARE CORPORATION WORK GLOVES 101-463.000-740.000	SUPPLIES	05/09/2022	06/06/2022	100.88 100.88
PAY APP #4					
43552	SOUTHWEST TRANSPORT CO CAMPBELL RD IMPROVEMENTS 450-000.000-974.000	CONSTRUCTION	05/26/2022	06/06/2022	68,060.86 68,060.86
70174					
43561	SPECTRUM PRINTERS, INC REDISTRICTING ELECTION VOTER ID CARDS 101-262.000-740.000	SUPPLIES	05/18/2022	06/06/2022	88.19 88.19
JUNE22					
43497	STANDARD INSURANCE COMPANY JUNE LIFE/STD INSURANCE 101-172.000-719.000 101-215.000-719.000 101-265.000-719.000 101-301.000-719.000 101-701.000-719.000 101-463.000-719.000 101-751.000-719.000 202-463.000-719.000 202-464.000-719.000 203-463.000-719.000	INSURANCE BENEFITS INSURANCE BENEFITS INSURANCE BENEFITS INSURANCE BENEFITS INSURANCE BENEFITS INSURANCE BENEFITS INSURANCE BENEFITS INSURANCE BENEFITS INSURANCE BENEFITS INSURANCE BENEFITS INSURANCE BENEFITS	05/17/2022	06/06/2022	530.39 39.38 100.12 11.15 155.68 39.38 28.14 55.20 46.56 4.22 49.82

	203-464.000-719.000	INSURANCE BENEFITS		0.74
133899-1				
43571	TAYLOR RENTAL CENTER MOVE KAYAK RACKS	05/24/2022	06/06/2022	265.00
	101-751.000-802.000	CONTRACTUAL		265.00
799				
43599	TOP GRADE AGGREGATES-2013 DITCH AND DRAIN AMITY	05/21/2022	06/06/2022	92.64
	203-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL		92.64
10869				
43568	VAN DER KOLK PLUMBING LLC CAMPBELL RD PROJ	05/19/2022	06/06/2022	436.00
	450-000.000-974.000	CONSTRUCTION		436.00
9906395503				
43498	VERIZON WIRELESS CITY ISSUED PHONES	05/12/2022	06/06/2022	438.10
	101-215.000-851.000	TELEPHONE		43.81
	101-301.000-851.000	TELEPHONE		43.81
	101-463.000-851.000	TELEPHONE		262.86
	101-701.000-851.000	TELEPHONE		43.81
	101-101.000-851.000	TELEPHONE		43.81
9907326903				
43553	VERIZON WIRELESS DPW IPADS	05/24/2022	06/06/2022	144.82
	101-463.000-851.000	TELEPHONE		144.82
94191				
43499	WILLIAMS AND WORKS CITY LOGO DESIGN	04/30/2022	06/06/2022	707.50
	101-701.000-803.000	CONTRACTUAL CONSULTANT		707.50
Purchase Card Vendor: 10071 CARDMEMBER SERVICE				
5-16-22				
43493	ADOBE ACROBAT PRO MAY 13- JUNE 12 ADOBE SUBS	05/16/2022	06/06/2022	210.95
	101-172.000-740.000	SUPPLIES		36.98
	101-215.000-740.000	SUPPLIES		53.99
	101-701.000-740.000	SUPPLIES		99.99
	101-463.000-740.000	SUPPLIES		19.99
111-8604275-7923462				
43500	AMAZON MARKETPLACE SUPPLIES	05/18/2022	06/07/2022	38.34
	101-215.000-740.000	SUPPLIES		11.36
	101-265.000-740.000	SUPPLIES		26.98
111-4697698-1961848				
43501	AMAZON MARKETPLACE SUPPLIES	05/18/2022	06/07/2022	5.87
	101-265.000-740.000	SUPPLIES		5.87
112-8331805-6145023				
43537	AMAZON MARKETPLACE SUPPLIES	05/19/2022	06/07/2022	56.96
	101-215.000-740.000	SUPPLIES		56.96
5-16-22				
43478	BACK ALLEY PIZZA	05/16/2022	06/06/2022	220.00

	WORKSHOP MEALS				
	101-101.000-958.000	MISCELLANEOUS			220.00
5-11-22					
43487	DUNES VIEW KWIK SHOP, INC		05/11/2022	06/06/2022	9.00
	CAR WASH				
	101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			9.00
5-16-22					
43519	DUNES VIEW KWIK SHOP, INC		05/16/2022	06/06/2022	9.00
	CAR WASH				
	101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			9.00
3156					
43482	INCLUSION SOLUTIONS		05/06/2022	06/06/2022	437.67
	VOTING BOOTH				
	101-262.000-958.000	MISCELLANEOUS			437.67
5-23-22					
43593	MENARDS - SOUTH HAVEN		05/23/2022	06/07/2022	39.30
	FLAGPOLE REPAIR				
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			39.30
5-25-22					
43562	MENARDS-HOLLAND		05/23/2022	06/07/2022	113.77
	ROWING DOCK REPAIR AND PP MAINT				
	101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			34.36
	594-597.001-930.000	REPAIRS & MAINTENANCE: GENERAL			79.41
5-27-22					
43564	MENARDS-HOLLAND		05/27/2022	06/07/2022	61.02
	PP MAINT AND VEHICLE MAINT				
	594-597.000-820.000	MARINA OPERATIONS			51.66
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			9.36
4-20-22					
43521	OTTER AI		04/20/2022	06/06/2022	105.99
	OTTER SUBSCRIPTION FOR AMY HOWELL				
	101-215.000-740.000	SUPPLIES			105.99
5-25-22					
43551	UNRULY BREWING COMPANY		05/25/2022	06/07/2022	19.51
	EPA LUNCH				
	101-172.000-813.000	MEETINGS			19.51
5-12-22					
43486	US POSTAL SERVICE		05/12/2022	06/06/2022	0.58
	POSTAGE				
	101-301.000-740.000	SUPPLIES			0.58
INV144722518					
43520	ZOOM VIDEO COMMUNICATIONS, INC		04/24/2022	06/06/2022	29.98
	ZOOM				
	101-101.000-958.000	MISCELLANEOUS			29.98
INV149595606					
43608	ZOOM VIDEO COMMUNICATIONS, INC		05/24/2022	06/07/2022	29.98
	ZOOM				
	101-101.000-958.000	MISCELLANEOUS			29.98
Total Purchase Card Vendor: 10071 CARDMEMBER SERVICE					1,387.92

# of Invoices:	137	# Due:	137	Totals:	258,226.95
# of Credit Memos:	1	# Due:	1	Totals:	(16.05)
Net of Invoices and Credit Memos:					258,210.90

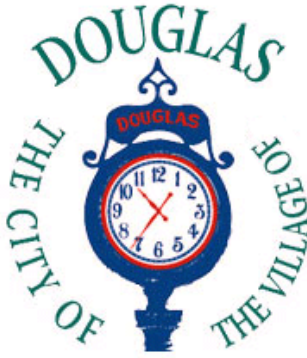
--- TOTALS BY FUND ---

101 - GENERAL FUND	67,806.28
202 - MAJOR STREET FUND	45,266.54
203 - LOCAL STREETS FUND	47,230.11
213 - SCHULTZ PARK LAUNCH RAMP	143.88
245 - TRI-COMMUNITY HARBOR AUTHORITY	100.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY	14,865.00
450 - WATER SEWER FUND	74,320.16
594 - DOUGLAS MARINA	6,635.28
660 - EQUIPMENT RENTAL FUND	1,051.09
701 - GENERAL AGENCY FUND	792.56

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	74,320.16
101.000 - LEGISLATIVE	323.77
172.000 - MANAGER	1,377.30
215.000 - CLERK/TREASURER	5,814.31
257.000 - ASSESSING	50.00
262.000 - ELECTION	525.86
265.000 - BUILDING & GROUNDS	2,369.47
266.000 - ATTORNEY	1,581.96
301.000 - POLICE	13,335.26
463.000 - GENERAL STREETS & ROW	101,090.64
464.000 - GENERAL STREETS WINTER & ROW	162.21
597.000 - POINT PLEASANT	4,660.25
597.001 - WADES BAYOU	1,500.03
597.002 - DOUGLAS HARBOR AUTHORITY	475.00
701.000 - PLANNING & ZONING	9,330.36
728.000 - DOWNTOWN DEVELOPMENT AUTHORITY	14,865.00
751.000 - PARKS & RECREATION	22,978.16
753.000 - LAUNCH RAMPS	143.88
754.000 - HARBOR	100.00
771.000 - COMMUNITY PRIDE	792.56
802.000 - COMMUNITY PROMOTIONS	1,363.63
903.000 - EQUIP. REPAIRS & MAINTENANCE	1,051.09

MEMORANDUM



To: Rich LaBombard
City Manager

From: Matthew Smith
Treasurer

Date: June 6, 2022

Subject: PA 152 Publicly Funded Health
Insurance Contribution Act Opt Out
Resolution No. 17-2022

In 2011 the State Legislature passed Public Act 152 which limits the amount a public employer can contribute towards employee health care. The Act limits local units of government to three options: 1) paying for 80 percent of employee health insurance, 2) a hard cap-based amount, or 3) to exempt itself (opt-out) from these requirements and determine on its own the appropriate amount to contribute. Annually the City must select one of these options.

The City has historically elected the opt-out option. The three options were discussed during the budget workshop. At that time, preliminary numbers were presented for each of the three options. Preliminary numbers had the City being an estimated \$4,800 over the hard cap. The hard cap number is also subject to change based on marriages, divorces, new dependents, and dependents coming off the plan. The City Council approved insurance plans and budget as directed at the workshop was based on the opt-out option.

I recommend that as the Council has done in the past, adopt by a 2/3rd majority (5 of 7) resolution 17-2022 and exempt the City from the requirements of PA 152.

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

RESOLUTION NO. 17-2022

**A RESOLUTION OPTING OUT OF THE PUBLICLY FUNDED
HEALTH INSURANCE CONTRIBUTION ACT of 2011**

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 6th day of June 2022, at 7:00 p.m.

PRESENT:

ABSENT:

The following resolution was offered by Councilperson XXX, and supported by Councilperson XXX.

RESOLUTION

WHEREAS, the City of the Village of Douglas ("Douglas") insures its employees for health purposes; and

WHEREAS, the "Publicly Funded Health Insurance Contribution Act" P.A. 152 of 2011 was passed by the Michigan Legislature and signed by Governor Snyder; and

WHEREAS, although the new law imposes a maximum that public employers may contribute to employee health care costs, it also provides a mechanism for cities and other local units of government to OPT OUT of the Act's requirements for a one (1) year period by a two-thirds vote of the City Council, allowing the City to determine, on its own, how much it contributes to employee health insurance benefits without reference to hard caps or the 80/20 plan in the Act. A new two-thirds vote would be required to extend the exemption in each subsequent year.

NOW, THEREFORE, be it resolved as follows:

1. The City of the Village of Douglas City Council has, by at least a two-thirds majority vote, indicated its intention to OPT OUT of the requirements of P.A. 152 of 2011.
2. All Resolutions and parts of Resolutions, insofar as they conflict with the provisions of this Resolution be hereby rescinded.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 6th day of June, 2022.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Jerome Donovan, Mayor

BY: _____
Pamela Aalderink, City Clerk

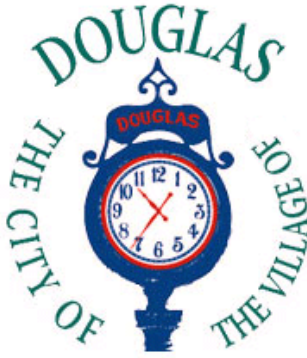
CERTIFICATION

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 on June 6, 2022, 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, City Clerk

MEMORANDUM



To: Rich LaBombard
City Manager

From: Matthew Smith
Treasurer

Date: June 6, 2022

Subject: General Appropriations Act For
Fiscal Year July 1, 2022 to June 30, 2023
Resolution No. 18-2022

The attached budget is developed in compliance with the Douglas City Charter Chapter IX and the Uniform Budgeting and Accounting Act 2 of 1968, as amended. The public hearing and formal adoption of the annual budget will complete the final step in the months long process to prepare the next fiscal year budget.

I recommend City Council adopt the proposed FY 22-23 Annual Budget for the City of the Village of Douglas.

CITY OF THE VILLAGE OF DOUGLAS

COUNTY OF ALLEGAN

STATE OF MICHIGAN

RESOLUTION NO. 18-2022

RESOLUTION ADOPTING GENERAL APPROPRIATIONS ACT

FOR THE FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023

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 6th day of June 2022, at 7:00 p.m.

PRESENT:

ABSENT:

The following resolution was offered by Councilperson XXX, and supported by Councilperson XXX.

RESOLUTION

WHEREAS, pursuant to Chapter IX of the Douglas City Charter (“Charter”) and the Uniform Budgeting and Accounting Act, P.A. 2 of 1968, as amended (the “Act”), the City is required to pass a general appropriations act; and

WHEREAS, in accordance with the Charter and the Act, the City has provided the required notice and hearing; and

WHEREAS, in order to comply with the Charter and the Act, the City wishes to adopt an appropriation act pursuant to this Resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Title. This Resolution shall be known as the City of the Village of Douglas General Appropriations Act (Fiscal Year 2022-2023).
2. Chief Administrative Officer. The City Manager shall be the Chief Administrative Officer and shall perform the duties of the Chief Administrative Officer enumerated in this Act.
3. Fiscal Officer. The City Treasurer shall be the Fiscal Officer and shall perform the duties of the Fiscal Officer enumerated in this Act.
4. Public Hearings on the Budget. Pursuant to the Act, notice of a public hearing on the proposed budget was published in a newspaper of general circulation as required by law, and a public hearing on the proposed budget was held on June 6, 2022. A copy of the proposed budget was available for public inspection as required by the Charter.
5. Estimated Revenues. Estimated City general fund revenues for fiscal year 2022-2023, including a charter operating millage of 13.0818 mills (inclusive of Headlee rollback), and various miscellaneous revenues shall total \$3,296,134.
6. Millage Levy. The Council of the City of the Village of Douglas shall cause to be levied and collect the general property tax millage against all classes of assessable property, at taxable valuations, as approved by the Board of Commissioners for Allegan County, the State Tax Commission, and any anticipated adjustments of the Michigan Tax Tribunal for the Fiscal Year July 1, 2022 through June 30, 2023 as follows:

Property Tax Millage

<u>Designated Purpose</u>	<u>Rate</u>	<u>Amount</u>
General Operating	13.0818	\$2,615,342

7. Estimated Expenditures. Estimated City general fund expenditures for Fiscal Year 2022-2023 for the various City activities are as shown in exhibit A.
8. Estimated revenues and expenditures by fund for all other funds as shown in exhibit B.

9. Adoption of Budget by Reference. The general fund budget for the City for 2022-2023 is hereby adopted by reference, with revenues and activity expenditures as indicated in Sections 5 and 7 of this Resolution. All other funds budgets for the City for 2022-2023 is hereby adopted by reference with revenues and activities as indicated in Section 8 of this resolution.
10. Appropriation not a Mandate to Spend. Appropriations will be deemed maximum authorizations to incur expenditures. The Fiscal Officer shall exercise supervision and control to ensure that expenditures are within appropriations, and shall not issue any order for expenditures that exceed appropriations.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 6th day of June, 2022.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Jerome Donovan, Mayor

BY: _____
Pamela Aalderink, 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 on June 6, 2022, 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, City Clerk

Exhibit A: General Fund

DEPARTMENT	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY THRU 05/16/22	2022-23 RECOMMENDED BUDGET
TOTAL ESTIMATED REVENUES		3,244,752	3,067,960	3,311,823
APPROPRIATIONS				
101.000	LEGISLATIVE	14,854	14,231	22,366
172.000	MANAGER	160,282	140,769	185,515
215.000	CLERK/TREASURER	323,486	281,103	349,752
223.000	AUDITOR	9,200	9,300	9,400
257.000	ASSESSING	66,538	51,090	63,997
262.000	ELECTION	7,935	7,726	10,328
265.000	BUILDING & GROUNDS	171,991	128,272	157,710
266.000	ATTORNEY	6,747	11,841	17,500
301.000	POLICE	659,767	604,301	752,970
463.000	GENERAL STREETS & ROW	358,135	259,814	346,019
536.000	WATER AND SEWER SYSTEMS	489,404	-	-
701.000	PLANNING & ZONING	238,338	231,431	328,560
751.000	PARKS & RECREATION	457,272	394,348	164,438
802.000	COMMUNITY PROMOTIONS	30,838	18,016	25,000
850.000	INSURANCE & BONDS	28,762	38,315	40,000
966.000	TRANSFERS OUT	746,250	157,501	532,000
TOTAL EXPENDITURES		3,769,799	2,348,058	3,005,555
Surplus(Deficit)		(525,047)	719,902	306,268
BEGINNING FUND BALANCE				1,683,779
ENDING FUND BALANCE				1,990,047

Exhibit B: All Other Funds

DEPARTMENT	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY THRU 06/15/22	2022-23 RECOMMENDED BUDGET
MAJOR STREET FUND	ESTIMATED REVENUES	419,066	374,914	509,259
	TOTAL EXPENDITURES	441,273	650,391	403,911
	Surplus(Deficit)	(22,207)	(275,477)	105,348
	BEGINNING FUND BALANCE			13,351
	ENDING FUND BALANCE			118,699
LOCAL STREET FUND	ESTIMATED REVENUES	309,332	175,000	350,728
	TOTAL EXPENDITURES	534,204	476,710	284,852
	Surplus(Deficit)	(224,872)	(301,710)	65,876
	BEGINNING FUND BALANCE			48,218
	ENDING FUND BALANCE			114,094
ROAD MILLAGE FUND	ESTIMATED REVENUES	1,651	-	-
	TOTAL EXPENDITURES	165,000	275,000	370,797
	Surplus(Deficit)	(163,349)	(275,000)	(370,797)
	BEGINNING FUND BALANCE			370,797
	ENDING FUND BALANCE			-
TRAIL FUND	ESTIMATED REVENUES	250	-	-
	TOTAL EXPENDITURES	-	22,057	-
	Surplus(Deficit)	250	(22,057)	-
	BEGINNING FUND BALANCE			-
	ENDING FUND BALANCE			-
SCHULTZ PARK	ESTIMATED REVENUES	31,717	20,023	25,100
	TOTAL EXPENDITURES	33,871	6,432	7,800
	Surplus(Deficit)	(2,154)	13,591	17,300
	BEGINNING FUND BALANCE			97,792
	ENDING FUND BALANCE			115,092
BROWNFIELD	ESTIMATED REVENUES	100,090	55,000	100,000
	TOTAL EXPENDITURES	21,222	132,832	83,000
	Surplus(Deficit)	78,868	77,832	17,000
	BEGINNING FUND BALANCE			1,036
	ENDING FUND BALANCE			18,036

HARBOR AUTHORITY ESTIMATED REVENUES	14	-	14,000
TOTAL EXPENDITURES	600	600	15,000
Surplus(Deficit)	(586)	(600)	(1,000)
BEGINNING FUND BALANCE			5,308
ENDING FUND BALANCE			4,308
DDA ESTIMATED REVENUES	34,450	33,816	39,188
TOTAL EXPENDITURES	4,912	77,224	33,600
Surplus(Deficit)	20,912	(43,408)	5,588
BEGINNING FUND BALANCE			93,589
ENDING FUND BALANCE			99,177
BLUE STAR CORRIDOR IMPROVEMENT			
ESTIMATED REVENUES	-	140,908	112,000
TOTAL EXPENDITURES	-	-	108,675
Surplus(Deficit)	-	140,908	3,325
BEGINNING FUND BALANCE			140,908
ENDING FUND BALANCE			144,233
WATER & SEWER ESTIMATED REVENUES	74,934	45,000	320,000
TOTAL EXPENDITURES	249,671	218,643	310,000
Surplus(Deficit)	(174,737)	(173,643)	10,000
BEGINNING FUND BALANCE			3,672
ENDING FUND BALANCE			13,672
DOUGLAS MARINA ESTIMATED REVENUES	1,067,162	104,863	44,700
TOTAL EXPENDITURES	1,013,127	127,671	142,750
Surplus(Deficit)	54,045	(22,808)	(98,050)
BEGINNING FUND BALANCE			101,197
ENDING FUND BALANCE			3,147
EQUIPMENT RENTAL ESTIMATED REVENUES	312,040	325,091	28,843
TOTAL EXPENDITURES	160,887	186,386	481,871
Surplus(Deficit)	151,153	138,705	(453,028)
BEGINNING FUND BALANCE			983,586
ENDING FUND BALANCE			530,558

2021 Millage rates for Cities in Allegan, Berrien,
Ottawa, and Van Buren Counties

<u>City</u>	<u>Millage Rate</u>
Benton Harbor Berrien	25.5338
Watervliet Berrien	22.8090
St. Joe Berrien	18.9027
Buchanan Berrien	18.5924
Bangor Van Buren	18.2397
Gobles Van Buren	17.3505
Coloma Berrien	16.7849
Fenville Allegan	16.5298
Allegan City Allegan	16.4884
Wayland Allegan	16.3607
Bridgman Berrien	16.0384
Plainwell Allegan	15.7421
Otsego Allegan	15.6237
Grand haven Ottawa	14.4534
South Haven Van Buren	14.4417
Niles Berrien	14.3160
Saugatuck Allegan	14.2502
Holland Allegan	13.8692
Coopersville Ottawa	13.2399
Hartford Van Buren	13.8829
Douglas Allegan	13.0818
Hudsonville Ottawa	11.2303
New Buffalo Berrien	10.6345
Zeeland City Ottawa	10.2347
Ferrysburg Ottawa	9.1515
Average	15.5113

CITY OF THE VILLAGE OF DOUGLAS

ANNUAL BUDGET

FOR THE Fiscal Year Ending June 30, 2023



July 1, 2022

Table of Contents

Community & Government	
Personnel & Council Summary	1-2
Budgeting Policies & Procedures	
A Reader's Guide to Budgeting	3-5
Budgeting Procedures	6
Building the Proposed Budget	7
Overview of Financial Data	
Revenue	8-9
Expenditures	10
General Fund Overview	11-15
Special Revenue Funds Overview	15
Other Funds Overview	16-17
Budget Resolution and Summary	18-22
Glossary of Budget and Finance Terms	23-27

Community & Government

Personnel & Council Summary

City Council

Mayor: Jerome Donovan	Term Ending: Nov. 2023
Mayor Pro Tem: Cathy North	Term Ending: Nov. 2023
Councilperson: Robert Naumann	Term Ending: Nov. 2023
Councilperson: Phil Topper	Term Ending: Nov. 2022
Councilperson: Neal Seabert	Term Ending: Nov. 2022
Councilperson: Mike VanLoon	Term Ending: Nov. 2022
Councilperson: Aaron Miller	Term Ending: Nov. 2022

City Hall Staff

City Manager: Rich LaBombard	Started: June 2019
City Clerk: Pam Aalderink	Started: September 2008
Deputy Clerk: Amy Howell	Started: October 2020
City Treasurer/ Finance Director: Matt Smith	Started: August 2020
City Planner/ Economic Development: Nick Wikar	Started: November 2019
Executive Assistant/ Project Manager: Jennifer Pearson	Started: April 2017
City Assessor: Tom Doane	Started: December 2020

Police Department

Police Chief: Steve Kent	Started: August 1986
Corporal: Mark Giles	Started: May 1992
Corporal: Lori Warsen	Started: January 2006
Police Officer: Tino Reyes	Started: July 1993
Police Dept. Admin. Assistant: Ashley Janik	Started: August 2013

Public Works

Superintendent: Matt Vogel	Started: May 2013
Lead Equipment Operator: Ricky Zoet	Started: June 2019
Equipment Operator: Greg Salinas	Started: October 2018
Equipment Operator: Cody Carpenter	Started: March 2019
Equipment Operator: Kyle Hooker	Started: March 2020
Equipment Operator: Bill Brown	Started: October 2020

Budgeting Policies & Procedures

A Reader's Guide to Budgeting

The budgeting and accounting policies of the City of the Village of Douglas conform to Generally Accepted Accounting Principles (GAAP) as applicable to governmental units. The following are the significant budgetary policies followed by the City.

Uniform Budgeting Act

The City of the Village of Douglas is legally subject to the budgetary control requirements of the State of Michigan P.A. 2 of 1968 (the Uniform Budgeting Act). The following statements represent a brief synopsis of the major provisions of this Act.

- Budgets must be adopted for the General Fund and Special Revenue Funds.
- The budgets must be balanced.
- The budgets must be amended when necessary.
- Debt cannot be entered into unless permitted by law.
- Expenditures cannot exceed budgeted appropriations.
- Expenditures cannot be made unless authorized in the budget.
- Public hearings must be held before the budget is adopted by City Council.

Basis of Budgeting

The adopted budget is prepared on a basis consistent with GAAP and modified accrual basis of accounting is used for all government fund types. Expenditures on long-term debt are recorded at the time liabilities are incurred and revenues are recorded when cash is received except when accruals of revenues are necessary to properly record the revenues in correct fiscal year.

The full accrual of accounting is utilized in the Enterprise Fund and capital outlay expenses are recorded as an expense for budgetary purposes instead of adjusting balance sheet accounts.

Fund Structure of Approved Budget

The Annual Budgets are adopted according to law under the Uniform Budgeting Act for General Fund and Special Revenue Funds. The Capital Improvement Fund and Enterprise Fund have prepared budgets for financial and project management purposes. The City Council reviews revenue/expenditure and budgetary reports on a monthly basis prepared by management.

Fund Accounting

The accounts of the City of the Village of Douglas are organized by funds and departments. Funds are established to segregate specific activities or objections of a government in accordance with special regulations, restrictions, or limitations for the monies in each fund. The various funds are grouped into generic fund types in three broad categories, Governmental Funds, Proprietary Funds and Fiduciary Funds. Governmental entities use Fund Accounting to segregate the allowable expenditures in conjunction with the revenue received. Each of the three broad fund categories have more specific fund types depending on the revenues or expenditures, below are the different types of funds:

Governmental Funds

General Fund: The General Fund contains the accounting of the ordinary actives of the City. The General Fund expenditures are financed mostly by general operating property tax revenues and some state shared revenues. The General Fund is usually the most commonly used fund and is where expenditures for City Hall, Police and Parks are found.

Special Revenue Funds: Special Revenue funds are used to account for the proceeds of earmarked revenue from financing activities requiring separate accounting because of legal or regulatory requirements. The City's Special Revenue Funds are Major Street Fund, Local Street Fund, and Schultz Park Launch Ramp Fund. The Major and Local Street Funds are the Cities largest special revenue funds. The City receives monies from the State from gasoline tax collected. The City receives their amounts based on a state formula that divides the gas tax monies between state road projects, counties and local municipalities.

Debt Service Funds: Debt service funds are used to account for the annual payment of principal and interest concerning long-term debt other than the debt payable from the operations of an enterprise fund. The City does not have any Debt Service Funds.

Capital Projects Fund: Capital Projects Funds are used to account for the development of capital facilities and projects. The City has two capital project funds. The Water and Sewer Fund collects revenue from water and sewer connections to pays for infrastructure improvements to the City's water and sewer system. The Blue Star Corridor Improvement Fund is assigned the adult use marihuana revenues distributed by the State to pay for infrastructure improvements along the blue star corridor.

Permanent Funds: Permanent Funds are used to account for resources that are legally restricted to the extent that only earnings and not principal may be used to support government programs. The City does not have any Permanent Funds.

Proprietary Funds

Enterprise Funds: Enterprise Funds are funds that are accounted for on a full accrual basis of accounting and are used for business-type activities. The City does not have any Enterprise Funds because typically cities account for their water and sewer operations out of an Enterprise Fund. The Kalamazoo Lake Sewer & Water Authority (KLSWA) operates the sewer and water activity for the Tri-Community area and the City records Douglas only revenue from KLSWA in a capital project fund to be spent on future water and sewer infrastructure repairs and improvement.

Internal Service Funds: The City has one Internal Service Fund and that is the Equipment Rental Fund. The Equipment Rental Fund is financed by rental charges to the General Fund, Major Street Fund and Local Street Fund primarily for the use of equipment by the Public Works Department. The rental charges are used to finance the purchase of equipment for the Public Works Department and the rates used are provided by the Michigan Department of Transportation.

Fiduciary Funds

Trust and Agency Funds: Trust and Agency Funds are used to account for the assets held by the City in a trustee capacity or as an agent for individuals, organizations, other governments or other funds. The City has one Trust and Agency Fund.

Pensions Trust Funds: Pension Trust Funds are used to report the resources required to be held for the members and beneficiaries of defined benefit pension plans, defined contribution plans and other post-employment benefits. The City does not have a Pension Trust Fund because Michigan Employers Retirement System (MERS) accounts and records necessary information and resources. Pension information accounted for by MERS is displayed in City's Annual Financial Statements.

Investment Funds: Investment Funds are funds whose legal purpose is to hold separate governments' pool of investments. The City does not have an Investment Fund.

Private-purpose Trust Funds: Private-purpose Trust Funds are used report trust arrangements not reported in other trust funds, which has limited provisions to the monies held in the fund. The City does not have a Private-purpose Trust Fund.

Budgeting Procedures

The annual budget covers a twelve-month period beginning July 1st and ending June 30th. The budget is an ongoing process that includes phases of development, adoption, implementation and oversight throughout the year.

Several goals are associated with the preparation and development of the City's annual budget document. First, the budget is a policy document. The budget should help foster comprehensive community problem solving and policy making. Second, the budget is a financial plan and management tool. The document should help staff in monitoring revenue and expenditures and in evaluating the effectiveness of City programs and services. Third, the budget serves as an important reference document. It should provide the City Council, staff and the public with extensive information on the nature and scope of municipal operations and services.

Strategic Planning Process

The City Council holds multiple workshop meetings throughout the year with the City Manager and department heads to discuss and develop both long and short-term goals and objectives. These workshop meetings give the City Manager and department heads a guidance and understanding of the goals the City Council would like to have completed and in a general order.

Budget Review and Analysis

All department heads meet with the City Treasurer for review and evaluation of their respective budgets. The objective of this phase is to:

- Ensure that the intent of all budget requests are understood
- Gain greater understanding of departmental objectives and standards of performance and operations for the upcoming fiscal year.
- Determine how proposed departmental projects and programs are related to the goals and objectives set by Council.
- Balance the needs of each department to the total City needs.

Analysis in this phase include analysis of levels of service, evaluation of historical expenditure trends, projection of inflationary increases, and review of departmental operations.

Building the Proposed Budget

The City Treasurer and City Assessor work towards reasonable estimates of property tax income based on projections and reasonable estimates of property tax values. Property tax revenues generally account for about two-thirds of the City's Revenue.

The Treasurer meets with the different department heads to determine the costs of proposed projects and operating expenditures. The Treasurer then meets with the City Manager to review the budget as a whole and bring a proposed budget to City Council.

The proposed budget is then prepared for Council to review. Workshop sessions are held with the City Council to ensure that the proposed budget is in alignment with the Council's goals and objectives, as well as their vision for the City. The Treasurer adjusts the budget as directed by the City Council and makes a recommended budget document for adoption.

City Council Adoption

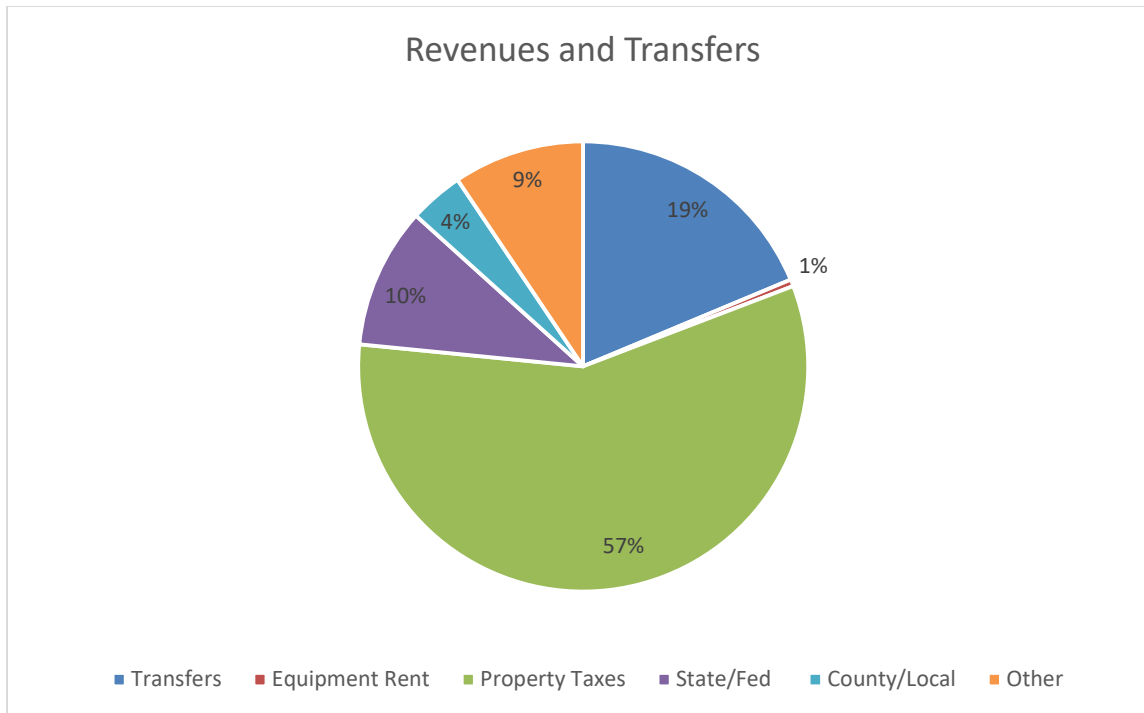
After completion of the budget workshop sessions, the proposed budget is published on the City's website and public hearings are held for the budget and the City's millage rate. After completion of the public hearings, the City Treasurer would make any adjustments as necessary under the direction of the City Council. The budget is then adopted.

Budget Amendment Process

After the budget is adopted, the primary responsibility for managing the budget falls to individual departments and the Treasurer reviews expenditures on a monthly basis. Management is given flexibility to each department of exceeding a line item within a department if it can be compensated for within the same department. Budget amendments that require transfers from fund balance or other departments require approval by the City Council.

Overview of Financial Data

Revenue



The City's revenue and transfers budget for fiscal year 2022-2023 was \$4,855,641. This was down from the prior year as a result of a one year pause on DPW equipment rent. Highlights of this year's revenue and transfers budget include maintaining the City's property tax rate and the beginning of EPA funding for 200 bluestar property.

Property Taxes

Property taxes are the largest source of revenue for the City accounting for over half of the City's entire Revenue. This revenue is dependent upon two variables – taxable value and millage rates. The taxable value is determined by the City Assessor and the millage rate is set by the City Council. The formula to determine total property tax revenue is as follows:

$$\text{Taxes} = \frac{\text{Taxable Value} \times \text{Millage Rate}}{1000}$$

The City Assessor maintains two values for every parcel, both real and personal property within the City. The first value is the State Equalized Value, known as the SEV, which is 50% of the true market value of the property. The second value is the taxable value, which came into existence as a result of 1994's Proposal A, the property tax reform law. The taxable value of real property cannot increase higher than the rate of inflation or 5%, whichever is lower, and cannot be higher than the SEV of property.

This formula remains in place until a property is sold at which time the property becomes "uncapped" and changes to match the SEV. The limitations on increases then begin anew from the "uncapped" rate.

The City Council has chosen to not levy the maximum millage rate in order to keep taxes as low as possible. The City has held a consistent millage rate since becoming a city in 2004 even though the City could levy a significantly higher millage rate.

Other Sources of Revenue

While property taxes are the major source of revenue for the City (78% of General Fund Revenues), there are other sources the City relies upon during the year.

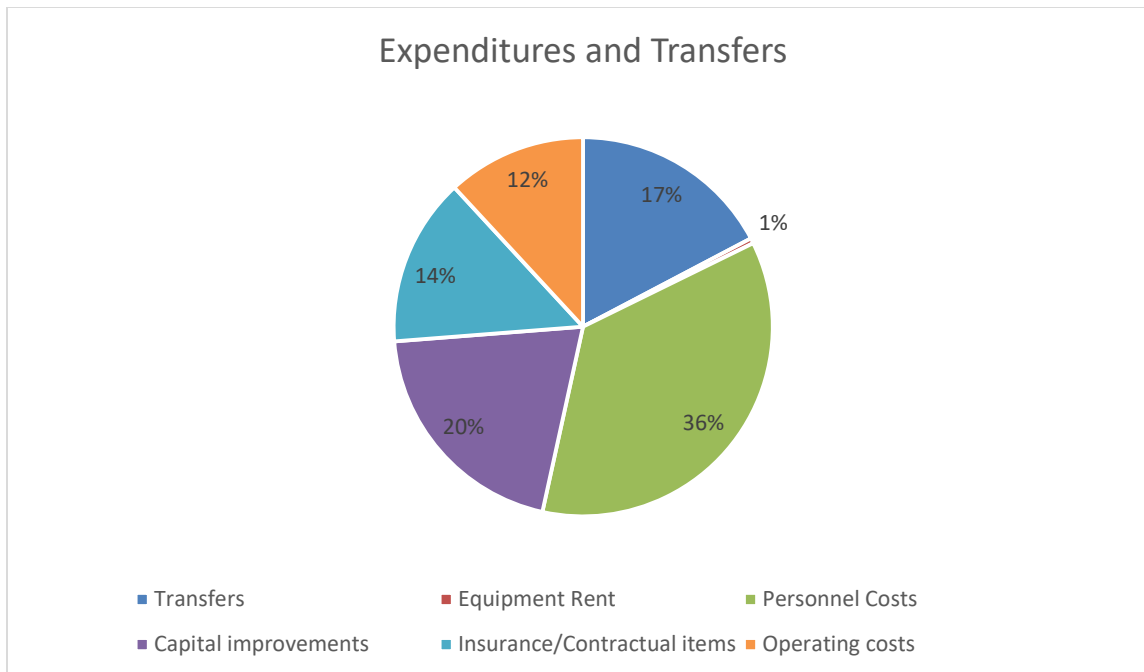
Revenues received from the State of Michigan are a very important source of revenue for the City. State shared revenue estimates, which are determined by a formula based upon population and type of local government (i.e. city, village, township). Street funds come to the City from the Michigan Department of Transportation and they are based upon formulas prescribed by Public Act 51.

Additionally, the City charges residents and other customers for charges for services such as permits, planning fees, business licenses and boat launch passes. Fines are collected from traffic and parking violations and ordinance enforcement.

Expenditures

There are several broad categories of expenditures that can be compared across funds. These are as follows:

- Contracted services such as lawyers, auditors, engineers, assessing and other professional services as needed
- Personnel Costs, which include wages, salaries, payroll taxes, pension contributions, health, dental, life and disability insurance and annual police officers sick time pay outs.
- Operating costs such as printing, postage, maintenance and repairs, utilities, office supplies, dues, publications, uniforms and anything else related to general operations that are not covered under another category.
- Capital improvements, which are items that will last over multiple years. These may include computers, vehicles, equipment and infrastructure improvements.
- Debt Service is the payments that are made on bonds and loans issued by the City.
- Transfers out are operating transfers between funds such as transfers out of the General Fund to the Major and Local Street Funds.



The City's expenditures and transfers budget for fiscal year 2022-2023 was \$5,247,811. Highlights of this year's expenditures and transfers budget include a 5% cost of living increase for employees and continued focus on capital improvements primarily for streets, water/sewer infrastructure, and equipment purchases.

General Fund

The General Fund is the main operational fund for the City. It contains all of the activities of the City that are not required to be accounted for in another fund, such as special revenue or enterprise funds. The main sources of revenue for the General Fund are property taxes, State shared revenue and County road millage. Expenditures that occur from this fund are for administrative activities, community development, parks and recreation, public safety and public works.

Departments

Legislative (101)

The residents of the City of the Village of Douglas elect seven council members to two-year terms. Three terms end odd years and four terms end even years. After the residents elect their council members, the council then elects a Mayor and Mayor Pro Tem to preside over the City Council. The Council has the power to adopt laws, ordinances, and resolutions, adopt a budget, levy taxes, and set policies. The Council appoints the City Manager who is accountable for all administrative functions that are not directed by the charter, ordinances or state law.

Expenditures in this department include City Council member's wages, training, newspaper publishing and supplies.

Manager (172)

The City Manager strives to effectively serve the City Council and the public through responsible administration of all City affairs. The Manager demonstrates and promotes a high standard of ethics, professionalism and integrity throughout the city's organization. The City Manager fosters open and complete communications, actively seeks out and incorporates citizen involvement and participation, and achieves outstanding results through partnerships with other service providers in both the public and private sectors. The City Manager demonstrates through words, actions and policies a commitment to treat all colleagues and citizens with respect and dignity.

Expenditures in this department include City Manager's wages, benefits, training funds, supplies, and association dues. The City has budgeted a wage and benefit study.

Clerk/Treasurer (215)

The City Clerk holds many responsibilities including maintaining all city records, administering city elections, publishing public notices and manage human resources for City employees.

The City Treasurer is responsible for billing, collecting and disbursing property taxes, maintain accurate financial records, create and administer the City's annual budget and help financially direct the City in accordance with city policies and state laws and as directed by the City Council.

Expenditures in this department include City Clerk, Deputy Clerk and City Treasurer wages and benefits, software and website fees, training, postage, association dues, and supplies, The City had budgeted for a complete legal review of ordinances.

Auditor (223)

The City contracts with an accounting firm to perform an annual audit on the City's financial statements and report to the City Council their findings. The audit consists of determining the accuracy of the City's financial statements, internal controls and financial policies. The City contracted with Siegfried & Crandall.

Assessor (257)

The City Assessor keeps the records of all property located within the City. The Assessor computes and analyzes the property values of all parcels based on sales studies and relevant state laws in correlation with the Allegan County Equalization department. Expenditures in this department include wages and benefits of the assessor, board of review member wages, software and website fees for the online tax and assessing system, supplies, and postage and printing costs.

Elections (262)

The City elections are overseen by the City Clerk in accordance with federal, state, county and local laws. The Clerk administers elections for federal, state, county, city and school elections ranging from representatives, laws and millage proposals. Also, the City Clerk maintains voter registration records within the City and maintains all City records. Expenditures in this department include election worker's wages, publishing of notices, voter identification cards, ballots and other election supply costs.

Buildings & Grounds (265)

The Buildings and Grounds department accounts for all expenditures relating to the buildings owned and operated by the City.

Expenditures include repairs and maintenance, utilities and payroll costs of public works employees for time spent working in, on or for the City's buildings. The City had budgeted for fencing DPW storage and painting of City Hall.

Attorney (266)

The City contracts attorney services from several law firms to represent and guide the City and its staff to ensure the City operates and moves in a law-biding manner for the good of the public. The attorneys help the City Council and staff with issues including but not limited to union negotiations, employee issues, planning and zoning regulations and guidance on legal issues that arise.

Police (301)

The Police department operates with a Police Chief, two corporals, one full-time officer and multiple part-time police officers. The Douglas Police department serves the City of Douglas.

All expenditures that are related to the Police department building are expensed in this account instead of the Buildings and Grounds department. Expenditures in this department include all officer wages and benefits, training costs, officer's equipment, prosecuting attorney, liability insurance, utilities, police vehicle repairs and gasoline. The City has budgeted for the replacement of windows and the telephone system at the police station.

General Streets & Right of Way (463)

The General Streets and Right of Way department operates under the management of the Public Works department and is responsible for the brush and leaf pickup, repairing and maintaining roads and sidewalks and the maintenance and beautification of the downtown.

Expenditures in this department include public works wages and benefits, supplies, street lights, utilities, landscaping services and road and sidewalk maintenance and repairs.

Planning & Zoning (701)

The Planning and Zoning department is also referred to as Community Development. The City Planner works closely with the Planning Commission and the Zoning Board of Appeals and is responsible for directing and managing the physical development of the City in a manner that emphasizes quality, livability and sustainability. The City Planner uses guidance from the City Council, the Master Plan and Tri-Community Master Plan for the decision making process regarding the development of the City.

Expenditures in this department include City Planner wages and benefits, Planning Commission and Zoning Board of Appeals wages, contracted attorney, engineering and building inspector costs, supplies and software fees.

Parks & Recreation (751)

The Parks and Recreation department operates under the management of the Public Works department. This department is responsible for the maintenance and upkeep of all of the City's parks including Beery Field, Douglas Beach, Veteran's park, and Schultz Park (not including the boat launch).

Expenditures in this department include public works wages and benefits, landscaping services, utilities, City park maintenance, and supplies. The City has budgeted for improvements at Douglas beach, safety improvements at waterfront parks, and crack seal at the pickleball court.

Community Promotions (802)

Community Promotions account for expenditures pertaining to local organizations to support the community in promoting all that different events around the City and Tri-community area.

Insurance & Bonds (850)

The Insurance and Bonds department accounts for the expenditures related to the City's general liability insurance provided through the Michigan Municipal League (MML).

Transfers Out (966)

Transfers out are transfers of monies from one fund to another to cover operating expenditures because the fund cannot cover operating expenditures from its revenues. The General Fund transfers monies to the Major and Local Street Funds because the ACT 51 monies received from the State of Michigan only cover about one-third of these funds operating costs. Also, the City transfers monies to the Brownfield Authority, the Harbor Authority, and Water Sewer fund.

The City of the Village of Douglas's policy is to keep a minimum of 30% of General Fund operating expenditures in the General Fund fund balance as adopted by City Council. The Government Finance Officers Association (GFOA) recommends a minimum reserve of 15% in fund balance. Additional fund balance may, at times, be designated by City council for specific purposes such as capital projects.

Special Revenue Funds

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures made for specific purposes. The City's special revenue funds are:

- Major Street Fund (202)
- Local Street Fund (203)
- Schultz Park Launch Ramp Fund (213)

Major and Local Street Funds (202 & 203)

The Major Street Fund and the Local Street Fund receive revenue from the state through Public Act 51 which uses a formula to share gas and weight taxes to governmental entities at the state, county and local levels. The revenue received from Act 51 only covers about one-third of the operating costs in each of these two funds. The rest of the expenditures are covered by a transfer from the General Fund. These two funds account for the repairs and maintenance of the city streets and sidewalks including snowplowing. The City has budgeted for many street projects in the coming year some of which include: Wiley road resurfacing, South St resurfacing, Randolph St resurfacing and chip and fog work along center St, Blue Star Highway, Washington St, and Bayou Drive

Schultz Park Launch Ramp Fund (213)

The Schultz Park Launch Ramp Fund receives revenue from the launch fees and requires the revenues to be spent on the repairs and maintenance of the launch ramp and its facilities.

Other Funds

Marina Fund (594)

The Marina Fund primarily collects revenue from slip fees at the City's Point Pleasant Marina. The fund accounts for the activities at Point Pleasant, Wades Bayou, and the Douglas Harbor Authority. The City has budgeted aquatic weed control treatments.

Capital Project Funds

Blue Star Corridor Improvement Fund (403)

The Blue Star Corridor Improvement Fund collects revenue from the State related to adult use marihuana and pays for infrastructure improvements along the blue star corridor. The City has budgeted for sidewalk work, bike lane marking, and midblock crossing work.

Water and Sewer Revolving Fund (450)

The Water and Sewer Fund collects revenue from connection fees for water and sewer connections and pays for repairs on the city's water and sewer system. The City of the Village of Douglas collaborates with the Kalamazoo Lake Sewer & Water Authority to administer the day-to-day activities of the sewer and water system. The City has budgeted for engineering for Felkers subdivision, a water rate study, and lead and copper inventory and replacement.

Internal Service Fund

Equipment Rental Fund (660)

The City uses the Equipment Rental Fund to charge rent to the different Public Works Departments for time using equipment in the different locations throughout the city. The City purchases new equipment and vehicles through this fund and plans for equipment purchases. The Equipment Rental Fund expenses repairs, maintenance, depreciation and gas for the vehicles and equipment purchased from this fund.

Internal Service Funds are proprietary funds and are accounted for with a full accrual basis which follows FASB (Financial Accounting Standards Board) standards instead of GASB (Governmental Accounting Standards Board). Internal Service Funds are to be accounted for differently than the General Fund and Special Revenue Funds because their economic factors are different meaning they activities should be accounted for like a standard for-profit business and not a governmental entity.

For the 2022-2023 fiscal budget the City has budgeted for the replacement of a patrol vehicle and the City hall copier, and the purchase of dpw equipment.

Component Units

Brownfield Redevelopment Authority (243)

The Brownfield Redevelopment Authority is charged with revitalization of environmentally distressed areas within the City. The Brownfield Redevelopment Authority Fund accounts for all of the revenue and expenditures for the Brownfield Redevelopment Authority including grants received and monies spent on engineering studies.

Harbor Authority (245)

The Harbor Authority is a joint venture between the City of the Village of Douglas and the City of Saugatuck. The Harbor Authority Fund accounts for all of the revenue and expenditures for the Harbor Authority including grants received and monies spent on engineering studies.

Downtown Development Authority (248)

The Downtown Development Authority (DDA) is charged with developing the Douglas Downtown. The DDA captures a portion of property taxes to accomplish the goals and projects set forth in the Tax Increment Financing (TIF) Plan, which was established at the creation of DDA. The DDA board is comprised of the Mayor of Douglas and up to eight members appointed by the City council.

CITY OF THE VILLAGE OF DOUGLAS

COUNTY OF ALLEGAN

STATE OF MICHIGAN

RESOLUTION ADOPTING GENERAL APPROPRIATIONS ACT

FOR THE FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023

RESOLUTION

WHEREAS, pursuant to Chapter IX of the Douglas City Charter (“Charter”) and the Uniform Budgeting and Accounting Act, P.A. 2 of 1968, as amended (the “Act”), the City is required to pass a general appropriations act; and

WHEREAS, in accordance with the Charter and the Act, the City has provided the required notice and hearing; and

WHEREAS, in order to comply with the Charter and the Act, the City wishes to adopt an appropriation act pursuant to this Resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Title. This Resolution shall be known as the City of the Village of Douglas General Appropriations Act (Fiscal Year 2022-2023).
2. Chief Administrative Officer. The City Manager shall be the Chief Administrative Officer and shall perform the duties of the Chief Administrative Officer enumerated in this Act.
3. Fiscal Officer. The City Treasurer shall be the Fiscal Officer and shall perform the duties of the Fiscal Officer enumerated in this Act.
4. Public Hearings on the Budget. Pursuant to the Act, notice of a public hearing on the proposed budget was published in a newspaper of general circulation as required by law, and a public hearing on the proposed budget was held on June 6, 2022. A copy of the proposed budget was available for public inspection as required by the Charter.
5. Estimated Revenues. Estimated City general fund revenues for fiscal year 2022-2023, including a charter operating millage of 13.0818 mills (inclusive of Headlee rollback), and various miscellaneous revenues shall total \$3,296,134.

6. Millage Levy. The Council of the City of the Village of Douglas shall cause to be levied and collect the general property tax millage against all classes of assessable property, at taxable valuations, as approved by the Board of Commissioners for Allegan County, the State Tax Commission, and any anticipated adjustments of the Michigan Tax Tribunal for the Fiscal Year July 1, 2022 through June 30, 2023 as follows:

Property Tax Millage

<u>Designated Purpose</u>	<u>Rate</u>	<u>Amount</u>
General Operating	13.0818	\$2,615,342

7. Estimated Expenditures. Estimated City general fund expenditures for Fiscal Year 2022-2023 for the various City activities are as shown in exhibit A.
8. Estimated revenues and expenditures by fund for all other funds as shown in exhibit B.
9. Adoption of Budget by Reference. The general fund budget for the City for 2022-2023 is hereby adopted by reference, with revenues and activity expenditures as indicated in Sections 5 and 7 of this Resolution. All other funds budgets for the City for 2022-2023 is hereby adopted by reference with revenues and activities as indicated in Section 8 of this resolution.
10. Appropriation not a Mandate to Spend. Appropriations will be deemed maximum authorizations to incur expenditures. The Fiscal Officer shall exercise supervision and control to ensure that expenditures are within appropriations, and shall not issue any order for expenditures that exceed appropriations.

Exhibit A: General Fund

DEPARTMENT	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY THRU 05/16/22	2022-23 RECOMMENDED BUDGET
TOTAL ESTIMATED REVENUES		3,244,752	3,067,960	3,311,823
APPROPRIATIONS				
101.000	LEGISLATIVE	14,854	14,231	22,366
172.000	MANAGER	160,282	140,769	185,515
215.000	CLERK/TREASURER	323,486	281,103	349,752
223.000	AUDITOR	9,200	9,300	9,400
257.000	ASSESSING	66,538	51,090	63,997
262.000	ELECTION	7,935	7,726	10,328
265.000	BUILDING & GROUNDS	171,991	128,272	157,710
266.000	ATTORNEY	6,747	11,841	17,500
301.000	POLICE	659,767	604,301	752,970
463.000	GENERAL STREETS & ROW	358,135	259,814	346,019
536.000	WATER AND SEWER SYSTEMS	489,404	-	-
701.000	PLANNING & ZONING	238,338	231,431	328,560
751.000	PARKS & RECREATION	457,272	394,348	164,438
802.000	COMMUNITY PROMOTIONS	30,838	18,016	25,000
850.000	INSURANCE & BONDS	28,762	38,315	40,000
966.000	TRANSFERS OUT	746,250	157,501	532,000
TOTAL EXPENDITURES		3,769,799	2,348,058	3,005,555
Surplus(Deficit)		(525,047)	719,902	306,268
BEGINNING FUND BALANCE				1,683,779
ENDING FUND BALANCE				1,990,047

Exhibit B: All Other Funds

DEPARTMENT	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY THRU 06/15/22	2022-23 RECOMMENDED BUDGET
MAJOR STREET FUND	ESTIMATED REVENUES	419,066	374,914	509,259
	TOTAL EXPENDITURES	441,273	650,391	403,911
	Surplus(Deficit)	(22,207)	(275,477)	105,348
	BEGINNING FUND BALANCE			13,351
	ENDING FUND BALANCE			118,699
LOCAL STREET FUND	ESTIMATED REVENUES	309,332	175,000	350,728
	TOTAL EXPENDITURES	534,204	476,710	284,852
	Surplus(Deficit)	(224,872)	(301,710)	65,876
	BEGINNING FUND BALANCE			48,218
	ENDING FUND BALANCE			114,094
ROAD MILLAGE FUND	ESTIMATED REVENUES	1,651	-	-
	TOTAL EXPENDITURES	165,000	275,000	370,797
	Surplus(Deficit)	(163,349)	(275,000)	(370,797)
	BEGINNING FUND BALANCE			370,797
	ENDING FUND BALANCE			-
TRAIL FUND	ESTIMATED REVENUES	250	-	-
	TOTAL EXPENDITURES	-	22,057	-
	Surplus(Deficit)	250	(22,057)	-
	BEGINNING FUND BALANCE			-
	ENDING FUND BALANCE			-
SCHULTZ PARK	ESTIMATED REVENUES	31,717	20,023	25,100
	TOTAL EXPENDITURES	33,871	6,432	7,800
	Surplus(Deficit)	(2,154)	13,591	17,300
	BEGINNING FUND BALANCE			97,792
	ENDING FUND BALANCE			115,092
BROWNFIELD	ESTIMATED REVENUES	100,090	55,000	100,000
	TOTAL EXPENDITURES	21,222	132,832	83,000
	Surplus(Deficit)	78,868	77,832	17,000
	BEGINNING FUND BALANCE			1,036
	ENDING FUND BALANCE			18,036
HARBOR AUTHORITY	ESTIMATED REVENUES	14	-	14,000
	TOTAL EXPENDITURES	600	600	15,000
	Surplus(Deficit)	(586)	(600)	(1,000)
	BEGINNING FUND BALANCE			5,308
	ENDING FUND BALANCE			4,308

DDA ESTIMATED REVENUES	34,450	33,816	39,188
TOTAL EXPENDITURES	4,912	77,224	33,600
Surplus(Deficit)	20,912	(43,408)	5,588
BEGINNING FUND BALANCE			93,589
ENDING FUND BALANCE			99,177
BLUE STAR CORRIDOR IMPROVEMENT			
ESTIMATED REVENUES	-	140,908	112,000
TOTAL EXPENDITURES	-	-	108,675
Surplus(Deficit)	-	140,908	3,325
BEGINNING FUND BALANCE			140,908
ENDING FUND BALANCE			144,233
WATER & SEWER ESTIMATED REVENUES	74,934	45,000	320,000
TOTAL EXPENDITURES	249,671	218,643	310,000
Surplus(Deficit)	(174,737)	(173,643)	10,000
BEGINNING FUND BALANCE			3,672
ENDING FUND BALANCE			13,672
DOUGLAS MARINA ESTIMATED REVENUES	1,067,162	104,863	44,700
TOTAL EXPENDITURES	1,013,127	127,671	142,750
Surplus(Deficit)	54,045	(22,808)	(98,050)
BEGINNING FUND BALANCE			101,197
ENDING FUND BALANCE			3,147
EQUIPMENT RENTAL ESTIMATED REVENUES	312,040	325,091	28,843
TOTAL EXPENDITURES	160,887	186,386	481,871
Surplus(Deficit)	151,153	138,705	(453,028)
BEGINNING FUND BALANCE			983,586
ENDING FUND BALANCE			530,558

Glossary of Budget and Finance Terms

The Annual Budget contains specialized and technical terminology that is unique to public finance and budgeting. To assist the reader of the Annual Budget document in understanding these terms, this budget glossary has been included in the document.

Accrual Basis of Accounting: A method of accounting that recognizes the financial effect of transactions, events, and Interfund activities when they occur, regardless of the timing of related cash flows.

Activity: Cost center within a fund or department to which specific expenses are to be collected.

Ad Valorem: According to value. "A method of taxation using the value of the thing taxed to determine the amount of tax. Taxes can be either "ad valorem" or "specific". Example: A tax of \$5.00 per \$1,000.00 of value per house is "ad valorem". A tax of \$5.00 per house (irrespective of value) is specific.

Appropriation: An authorization made the City Council, which permits officials to incur obligations against, and to make expenditures of governmental resources. Appropriations are usually made for fixed amounts and are typically granted for a one-year period.

Assessed Valuation: The estimated value placed upon real and personal property by the City's Assessor for the determination of property taxes. Assessed value is required to be at least 50% of the true cash value.

Assets: Property owned by the City, which has monetary value.

Audit: A systematic examination of resource utilization concluding in a written report. It is a test of management's internal controls and is intended to ascertain whether financial statements fairly present financial positions and results of operations. The audit tests whether transactions have been legally performed; Identifies areas of possible improvements in accounting practices and procedures; Ascertain whether transactions have been recorded accurately and consistently; and Ascertain the stewardship of officials responsible for governmental resources.

Bond (Debt Instrument): A written promise to pay (debt) a specified sum of money (called principal or face value) at a specified future date (called the maturity date) along with periodic interest paid at the specified percentage of the principal (interest rate). Bonds are typically used for long-term debt to pay for specific capital improvements.

Budget (Operating): A plan of financial operations embodying an estimate of proposed expenditures for a given period (typically a fiscal year) and the proposed means of financing them (revenue estimates). Also, the term is sometimes used to denote the officially approved expenditure ceiling under which the City and its departments operate.

Budget Calendar: The schedule of key dates or milestones that the City follows in preparation and adoption of the budget.

Budgetary Control: The level at which expenditures cannot legally exceed the appropriated amounts.

Budgeted Funds: Funds that are planned for certain uses. The budget document that is submitted for Council approval is composed of budgeted funds.

Budget Message (City Manager's): A general discussion of the proposed budget document presented in writing as a supplement to the budget document. The budget message explains principle budget issues against background of financial experience in recent years.

CAFR: Abbreviation for Comprehensive Annual Financial Report. This is prepared at the end of the fiscal year.

Capital Outlay: A disbursement of money which results in the acquisition of or addition to fixed assets. The item must have a purchase price greater than \$3,000 and have a useful life of more than one year.

CIP: Abbreviation for Capital Improvement Plan.

Contingency: An estimated amount of funds needed for deficiency or emergency purposes. An annual appropriation to cover short falls in revenue and/or underestimation of expenditures. Under Michigan law, to be used, contingencies must be moved to the specific appropriation line by a budget amendment.

Contractual Services: Items of expenditures from services that the City receives from an outside company. Attorney services, engineering services and landscaping services are examples of contractual services.

CPI: Abbreviation for Consumer Price Index.

Current Taxes: Taxes that are levied and due within one year.

Debt Service: The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

Department: An administrative division of the City. Departments are the main groupings with the budget, for example City Manager, Planning & Zoning and Parks & Recreation.

Depreciation: A noncash expense that reduces the value of an asset as a result of wear and tear, age or obsolescence. Most assets lose their value over time and must be replaced at the end of their useful life.

Downtown Development Authority (DDA): Created by Public act 197 of 1975 to promote revitalization and development of existing business districts.

Enterprise Fund: A governmental accounting fund in which the services provided are financed and operated similarly to those of a private business. The rate schedules for these services are established to ensure that revenues are adequate to meet all necessary expenditures. Enterprise funds are established for services such as water and sewer.

Estimated Revenue: The amount of projected revenue to be collected during the fiscal year.

Expenditure: The cost of goods delivered and services rendered, whether paid or unpaid.

Fiscal Year: A 12 month period to which the annual operating budget applies and at the end of which the City determines its financial position as a result of its operations. The fiscal year for the City of the Village of Douglas is July 1 – June 30.

Fund: An independent accounting entity established to account for the assets, liabilities, revenues and expenditures for specific activities. Examples include the General Fund for day-to-day activities, Major Street Funds for activities relating to major streets, etc.

Fund Balance: The excess of an entity's assets over liabilities. A negative fund balance is often called a deficit.

GAAP: Abbreviation for Generally Accepted Accounting Principles.

GASB: The Governmental Accounting Standards Board, which provides direction in accounting and reporting requirements for units of government.

General Fund: The largest fund within the City, the General Fund accounts for most of the day to day operations of the government, such as police protections, finance, public works, parks and general administration. The main source of Revenue for the General Fund is the City's operating millage.

General obligation Bonds: When the City pledges its full faith and credit to the repayment of the bonds that it issues, those bonds are called general obligation (GO) bonds. Issuance of these bonds require an election and they are usually repaid by an ad valorem property tax levy.

GFOA: Abbreviation for governmental Finance Officers Association.

GIS: Abbreviation for Geographic Information System.

Internal Service Fund: A fund used to account for the financing of goods and services provided by one department to other departments of the City on a cost reimbursement basis.

Liabilities: Debt or other legal obligations arising out of transactions in the past which must be liquidated, renewed or refunded at some future date. The term does not include encumbrances.

Long Term Debt: Debt with a maturity of more than one year.

Maturities: The date on which the principal or stated values of investments or debt obligations mature and may be reclaimed.

MERS: The Michigan Municipal Employees Retirement System is a multi-employer statewide public employee retirement plan created to provide retirement, survivor and disability benefits to local government employees.

Millage: A rate of taxation expressed as mills per dollar.

Modified Accrual Basis of Accounting: Basis of accounting to which (a) revenues are recognized in the accounting period in which they become available and measurable and (b) expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for non-matured interest on general long-term debt and certain similar obligations which should be recognized when due.

Per Capita Basis: Per unit population.

Personnel Services: The expenditures within the budget that relate to personnel such as salaries and fringe benefits.

Revenue: An addition to the assets of a fund which does not increase a liability, does not represent the recovery of an expenditure, does not represent the cancellation of a liability without corresponding increase in any other liability or decrease in assets, and does not represent a contribution of fund capital in an enterprise fund.

State Equalized Value (SEV): The assess valuation of property in the City, as determined by the City Assessor and then reviewed and adjusted, if necessary, by the County and the State, to assure that it equals 50% of market value as required by State law.

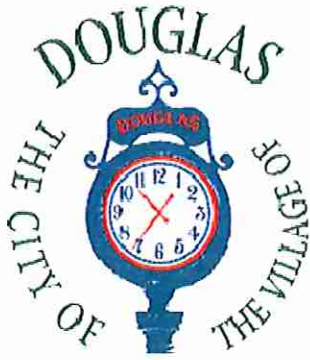
Special Assessments: Assessments levied on tax bills that are used to fund capital projects that benefit a limited number of properties. The assessments are usually used to repay bonds.

Special Revenue Fund: The fund used to account for the proceeds of specific revenue sources used to finance projects or activities such as the Special Events Fund.

Taxable Value: This is a value used as a base for levying property taxes. It was established by a state constitutional amendment. Taxable values may only be increased by 5% or the rate of inflation, whichever is lower. When property changes ownership, the value returns to 50% of the true cash value equal to the SEV.

Transfers In/Out: A legally authorized funding transfer between funds in which one fund is responsible for the initial receipt and the other fund is responsible for the actual disbursement.

Trust and Agency Funds: these funds are used to account for assets held by the City in a trustee capacity or as an agent for individuals, organizations, other governments or other funds.



To: City Council

From: Rich LaBombard
City Manager

Date: June 6, 2022

Subject: Saugatuck Township Fire District
FY 22-23 Annual Budget
Resolution 19-2022

Attached is the Fiscal Year 22-23 Saugatuck Township Fire District (STFD) budget for City Council's review and approval. The STFD has scheduled the required public hearing on June 20, 2022, at 4pm. Each of the three (3) participating governmental units in the Fire District are required to approve the operating budget annually prior to the public hearing and adoption by the STFD Administrative Board.

Included in the packet is a copy of the Fiscal Year 22-23 Proposed Budget. It is important to note that the Fire Districts Grant and Cost Recovery Teams have successfully supplemented the taxpayer funded budget with \$73,710 in grant funds, and \$6,105 in collection of cost recovery fees for 2021. Totals of additional revenue from 2014 to 2022 are \$613,189 in grants, \$116,422 in the collection of cost recovery fees, and \$75,989 in donations.

The Fire District Board is requesting the City of Saugatuck, Saugatuck Township, and the City of the Village of Douglas to review and approve this proposed budget during their next scheduled board meeting. The Fire Board will hold a public hearing at Saugatuck Township Fire District, 3342 Blue Star Highway, Saugatuck, MI 49453 on June 20, 2022, at 4:00 PM.

No attorney review is required. There is no financial obligation required by the City of Douglas within the Fire District budget.

It is recommended the City Council consider approval of Resolution 19-2022, a resolution for the Douglas City Council to approve the Saugatuck Township Fire District annual budget for Fiscal Year 22-23.

Proposed Annual Budget



Fiscal Year 2022-2023



MISSION

THE MISSION OF THE
SAUGATUCK TOWNSHIP FIRE DISTRICT
IS TO MINIMIZE COMMUNITY RISKS AND
IMPROVE THE QUALITY OF LIFE
FOR ALL PERSONS WITHIN
SAUGATUCK TOWNSHIP FIRE DISTRICT.



From the Board...

The Saugatuck Township Fire District (Fire District) Board proposes the following budget for the Fiscal Year 2022/2023 to the City of Saugatuck, Saugatuck Township, and the City of the Village of Douglas. The budget, consisting of a millage of 2.20 mills, is levied against the real property taxable value within Fire District. The millage of 2.20 mills will remain the same and shall not be increased.

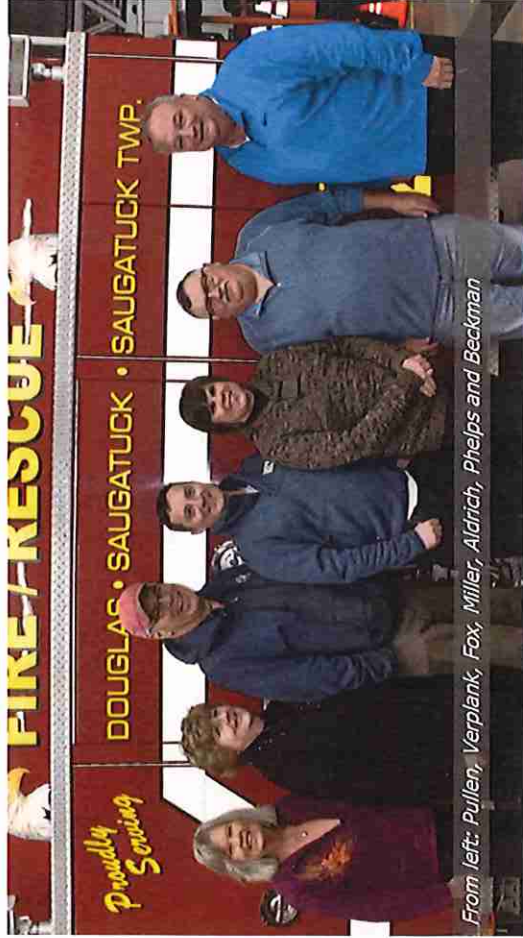
The Fire District, as with many municipalities and agencies, is challenged with the residual impact of the COVID-19 global pandemic. Inflation at record high levels, sharp increases in fuel and the costs of goods and services, combined with undetermined delivery dates have forced administrators to be more innovative and flexible. The Fire Board is pleased, that despite these unprecedented challenges, the millage will remain the same and shall not be increased. The Fire District continues to focus on Community Risk Reduction and sound fiscal management. To improve safety and effectiveness, we are committed to consistent training in essential training topics such as firefighter safety, fire suppression, active violent incidents, hazardous materials and hazmat operations, marine operations, emergency medical services and emergency vehicle operations, for the benefit of the taxpayers we serve.

Strategic planning is also taking place in two areas. First, adequate overnight accommodations for fire fighters and emergency medical responders that reside out of the area,

and secondly, issues associated with the Emergency Medical Services transport crisis. We are experiencing severe delays in emergency response from Advanced Life Support (ALS) agencies. ALS agencies have been struggling with staffing for years and conditions have worsened. The Fire District staff, under the direction of the Fire Board, is working with architects on facility expansion and conducting research on the feasibility of providing Basic Life Support (BLS) services to address delayed ALS responses.

Included in the packet is a copy of the Fiscal Year 2022/2023 Proposed Budget. It is important to note that the Fire Districts Grant and Cost Recovery Teams have successfully supplemented the taxpayer funded budget with \$73,710 in grant funds, and \$6,105 in collection of cost recovery fees for 2021. Totals of additional revenue from 2014 to 2022 are \$613,189 in grants, \$116,422 in the collection of cost recovery fees, and \$75,989 in donations.

The Fire District Board is requesting the City of Saugatuck, Saugatuck Township, and the City of the Village of Douglas to review and approve this proposed budget during their next scheduled board meeting. The Fire Board will hold a public hearing at Saugatuck Township Fire District, 3342 Blue Star Highway, Saugatuck, MI 49453 on June 20, 2022, at 4:00 PM.



Saugatuck Township Fire District Board:

Jane Verplank - Chairperson, City of Saugatuck Representative
Eric Beckman - Vice Chair, Saugatuck Township Representative
Dan Fox - Secretary, City of Saugatuck Representative
Scott Phelps - Vice Secretary, At Large Member
Tarue Pullen - City of the Village of Douglas Representative
Aaron Miller - City of the Village of Douglas Representative
Stacey Aldrich - Saugatuck Township Representative

Trend 2004-2022

Call Volume Trends:

- 0% in/decrease in Fire Calls
- 93% increase in Total Calls
- 53% increase in Emergency Medical Service Calls
- 350% increase in Other Calls

Year	Fire Calls	EMS Calls	Other Calls	Total Calls	Total Calls %
2004	37	388	74	499	—
2005	67	411	78	556	11.42
2006	44	408	75	527	(5.21)
2007	56	413	90	559	6.07
2008	34	402	122	558	(0.17)
2009	30	441	121	592	6.09
2010	38	465	108	611	3.20
2011	24	485	133	642	5.07
2012	54	521	158	733	14.17
2013	36	506	148	690	(5.86)
2014	31	565	149	745	7.97
2015	31	522	230	783	5.10
2016	32	560	283	875	11.75
2017	28	469	316	813	(7.08)
2018	30	501	376	907	11.56
2019	21	514	442	977	7.7
2020	33	533	296	862	(11.80)
2021	37	594	333	964	11.80

1999-2022 Millage/ # of Calls

Estimate:

2022 call volume is estimated from May 6 totals. 284 or 9.2% more calls than at the same time in 2021.

Year	Millage	Calls
2022	2.2000	(1,052)
2021	2.2000	964
2020	2.2000	862
2019	2.2000	977
2018	2.0000	907
2017	2.0000	813
2016	2.0000	875
2015	1.7000	783
2014	1.5000	745
2013	1.3000	690
2012	1.1600	733
2011	1.1600	642
2010	1.1600	611
2009	1.1000	592
2008	1.2932	558
2007	1.2932	559
2006	1.2932	527
2005	1.2932	556
2004	1.4531	499
2003	1.4531	517
2002	1.4531	518
2001	1.6059	498
2000	1.8060	544
1999	1.3750	415

Additional Revenue 2014-2022

Cost Recovery
Initiated in 2008, however not enforced before 2014.

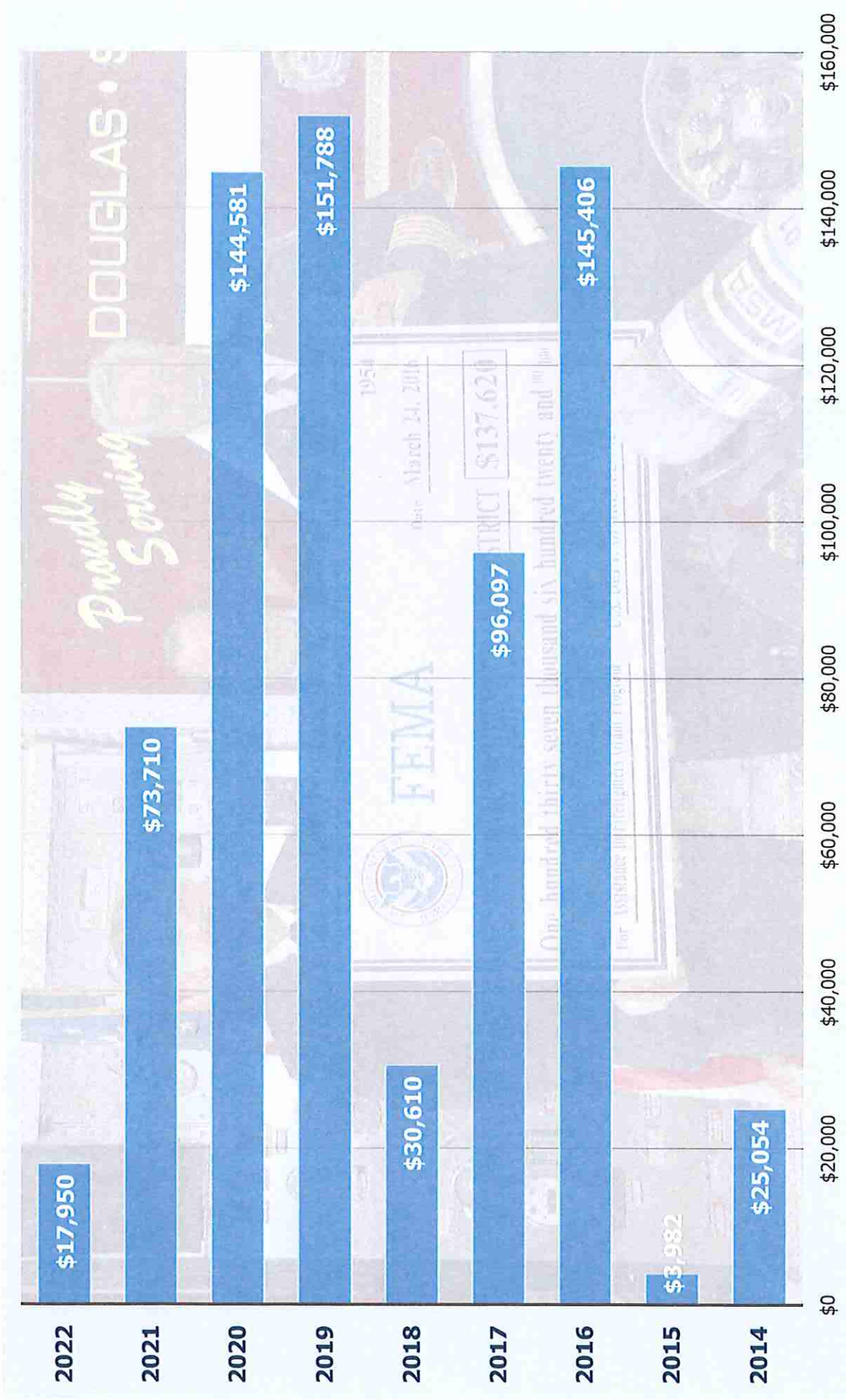
Grants:
FEMA, State and private businesses/insurance companies.

Donations:
Private donations to help offset cost i.e. Live Fire Training Facility and Emergency Medical Equipment and Services



Year	Cost Recovery Filed	Cost Recovery Collected	Grants Received	Donations Received	Totals Collected by Year
2014	\$ 14,843	\$ 12,032	\$ 2,490	\$ 22,564	\$ 37,086
2015	\$ 25,262	\$ 23,028	\$ 3,982	\$ -	\$ 27,010
2016	\$ 32,034	\$ 21,577	\$ 145,406	\$ -	\$ 166,983
2017	\$ 18,960	\$ 5,413	\$ 78,072	\$ 18,025	\$ 101,510
2018	\$ 16,872	\$ 10,412	\$ 13,600	\$ 17,010	\$ 41,022
2019	\$ 25,632	\$ 19,633	\$ 148,398	\$ 3,390	\$ 171,421
2020	\$ 17,223	\$ 11,726	\$ 144,581	\$ -	\$ 156,307
2021	\$ 26,669	\$ 6,105	\$ 73,710	\$ -	\$ 79,815
2022	\$ 31,468	\$ 6,496	\$ 2,950	\$ 15,000	\$ 24,446
Totals:	\$ 208,963	\$ 116,422	\$ 613,189	\$ 75,989	\$ 805,600

Grants and Donations 2014-2022



New Engine 2110



Timeline:

- ◆ Fire Board Approved 12/21/2020
- ◆ Ordered 12/24/2020
- ◆ Scheduled delivery 7/1/2022

Total Cost:

- ◆ \$685,000

Specifications/Equipment:

- ◆ 35'10" Overall Length
- ◆ 11'2" Overall Height
- ◆ 235" Wheelbase
- ◆ Spartan Metro Star MFD Chassis
- ◆ Hale QMAX 2000 GPM Pump
- ◆ 1,600 Gallons Water
- ◆ 30 Gallons Foam
- ◆ Hannay 150' Booster Reel
- ◆ TFT Hurricane RC Deck GUN
- ◆ Smart Power 8KW Hydraulic Generator
- ◆ Will-Burt NS 3.0 Light Tower
- ◆ Wanco 4'x8' Arrowboard
- ◆ SoundOff Signal Warning Light Package
- ◆ FRC Scene Light Package
- ◆ EMS Designated Cabinets

Estimated Revenues

GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2021-22 PROJECTED ACTIVITY	2022-23 REQUESTED BUDGET
Dept 000						
206-000-401.000	SAUGATUCK CITY	364,779.55	389,038.87	389,038.87	389,038.87	415,000.00
206-000-402.000	SAUGATUCK TOWNSHIP	746,971.40	779,960.89	779,960.89	779,960.89	840,000.00
206-000-403.000	DOUGLAS CITY	380,819.08	404,358.41	404,358.41	404,358.41	430,000.00
206-000-450.000	FIRE SERVICES	5,214.75	2,700.00	2,634.02	2,700.00	1,000.00
206-000-460.000	INSPECTION & PLAN REVIEW FEES	24,350.00	32,000.00	30,077.58	32,000.00	1,000.00
206-000-465.000	COST RECOVERY	9,871.75	10,000.00	9,771.31	10,000.00	1,000.00
206-000-528.000	OTHER FEDERAL GRANTS	109,856.99				
206-000-560.000	GRANTS & DONATIONS	4,892.90	49,703.10	49,703.10	49,703.10	1,000.00
206-000-665.000	INTEREST	495.26	500.00	50.01	500.00	500.00
206-000-685.000	SALES OF ASSETS	24,550.00	400.00	400.00	400.00	
206-000-686.000	FUND BALANCE TRANSFER IN*		246,750.00			417,000.00
Totals for dept 000 -		1,671,801.68	1,915,411.27	1,665,994.19	1,668,661.27	2,106,500.00
TOTAL ESTIMATED REVENUES		1,671,801.68	1,915,411.27	1,665,994.19	1,668,661.27	2,106,500.00

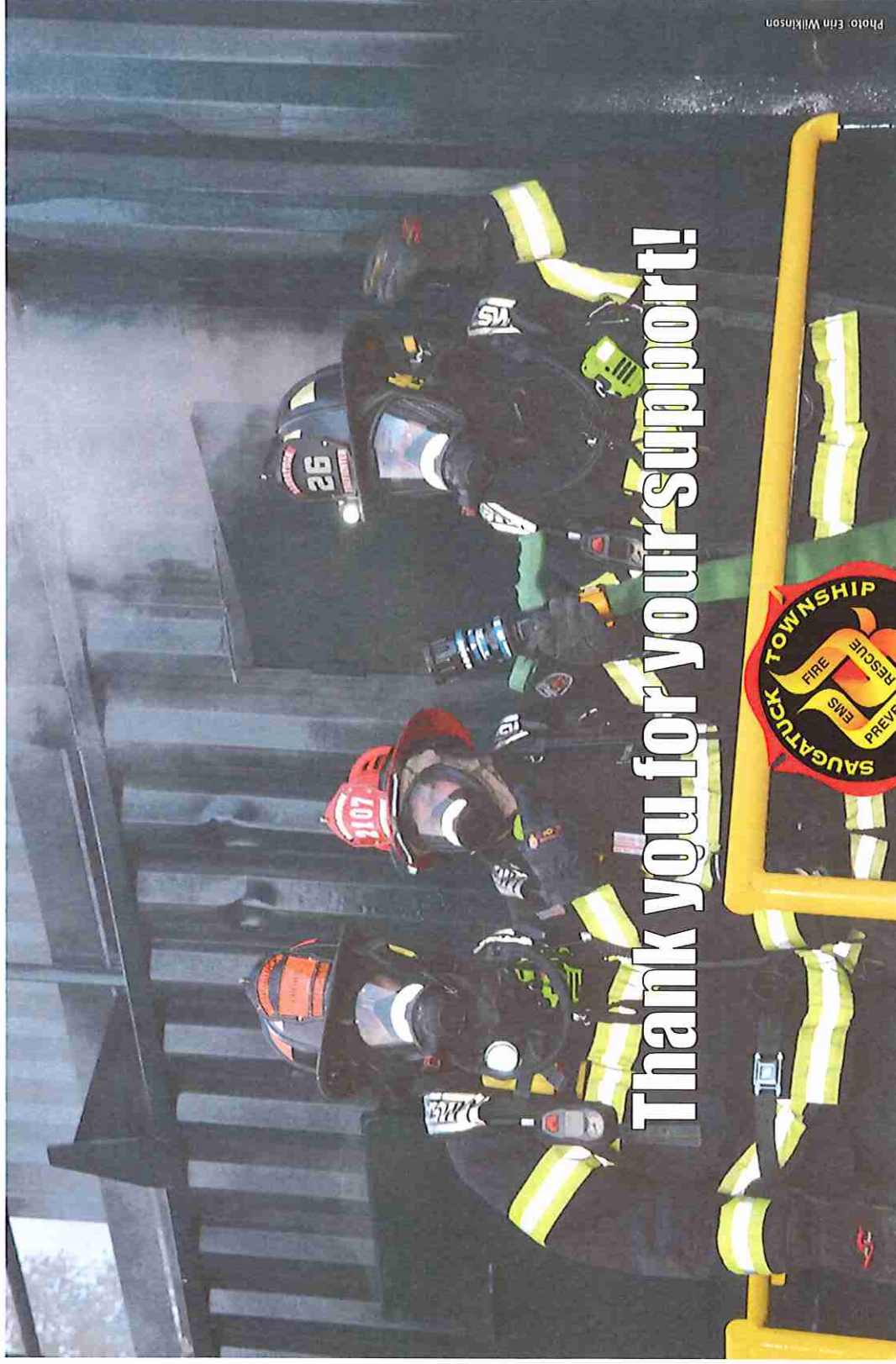
*New Engine 2110 purchase.

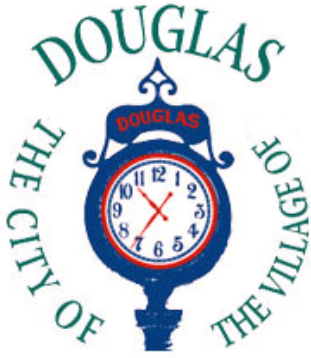
Appropriations

GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2021-22 PROJECTED ACTIVITY	2022-23 REQUESTED BUDGET
Dept 336 - FIRE FUND						
206-336-702.000	BOARD SALARY	4,050.00	3,550.00	2,900.00	4,000.00	5,000.00
206-336-704.000	CHIEF SALARY	84,847.19	95,000.00	76,605.25	95,000.00	106,100.00
206-336-705.000	OFFICER SALARIES	6,402.39	6,800.00	5,580.70	6,900.00	9,650.00
206-336-708.000	CAREER FIREFIGHTER	271,658.14	333,000.00	279,031.41	333,000.00	338,000.00
206-336-709.000	OPERATIONAL WAGES	121,124.96	118,000.00	102,035.14	122,000.00	125,000.00
206-336-709.500	PAID ON CALL STIPEND	81,332.42	85,000.00	78,510.24	94,000.00	85,000.00
206-336-710.000	FIRE CALLS	47,086.01	55,000.00	42,980.59	54,000.00	65,000.00
206-336-711.000	MEDICAL CALLS	27,178.10	33,500.00	28,723.72	34,000.00	32,000.00
206-336-712.000	TRAINING	41,425.90	44,000.00	37,378.44	45,378.00	48,000.00
206-336-713.000	SPECIAL EVENTS	2,342.65	10,000.00	8,643.95	10,000.00	12,000.00
206-336-720.000	PAYROLL TAXES	55,784.70	62,000.00	53,331.21	63,000.00	66,000.00
206-336-721.000	EMPLOYEE INSURANCE BENEFITS	73,140.79	84,500.00	77,469.78	84,000.00	90,000.00
206-336-722.000	WORKER COMP INSURANCE	49,076.76	43,038.00	43,037.60	43,100.00	58,000.00
206-336-723.000	RETIREMENT	80,815.01	101,000.00	88,884.45	106,000.00	100,000.00
206-336-727.000	OPERATING SUPPLIES	15,792.68	22,000.00	15,480.72	20,000.00	22,500.00
206-336-728.000	GAS & OIL	8,722.80	16,000.00	12,560.84	17,000.00	20,000.00
206-336-730.000	PROFESSIONAL SERVICES	42,906.52	30,000.00	20,717.96	25,000.00	30,000.00
206-336-742.000	TESTING, REPAIR & REPLACEMENT	13,875.28	15,000.00	9,159.59	15,000.00	18,000.00
206-336-745.000	STATION TOOLS	3,313.21	3,000.00	1,692.24	3,000.00	3,000.00
206-336-746.000	FIRE FIGHTER TOOLS	3,644.65	10,000.00	7,204.67	10,000.00	10,000.00
206-336-751.000	PHONES	12,038.56	12,000.00	10,103.75	12,000.00	13,500.00
206-336-752.000	UTILITIES	15,169.45	16,000.00	12,720.84	16,000.00	20,000.00
206-336-760.000	VEHICLE/ EQUIP REP & MAINTENANCE	69,782.05	68,000.00	64,958.11	65,000.00	45,000.00
206-336-761.000	BOAT MAINTENANCE	18,011.38	15,000.00	11,548.88	15,000.00	17,500.00
206-336-762.000	RADIO & PAGER R&R	2,270.46	6,500.00	5,686.81	6,500.00	8,500.00

Appropriations

GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2021-22 PROJECTED ACTIVITY	2022-23 REQUESTED BUDGET
Dept 336 - FIRE FUND						
206-336-763.000	BUILDING REPAIR & MAINTENANCE	21,362.30	25,000.00	21,058.15	25,000.00	27,000.00
206-336-764.000	BUILDING SECURITY	430.00	2,000.00	1,430.21	2,000.00	2,000.00
206-336-767.000	DUES & SUBSCRIPTIONS	1,771.63	3,500.00	2,338.55	3,000.00	4,000.00
206-336-770.000	OFFICE EXPENSES	7,607.15	10,000.00	7,692.30	10,000.00	12,000.00
206-336-771.000	TECHNOLOGY	15,567.98	19,000.00	18,064.08	18,000.00	20,000.00
206-336-775.000	BUILDING INSPECTIONS	67.50	2,500.00	452.50	2,500.00	2,500.00
206-336-780.000	UNIFORMS	6,520.58	12,000.00	7,360.09	12,000.00	15,000.00
206-336-781.000	TURN OUT GEAR	13,519.85	35,000.00	34,307.79	30,000.00	30,000.00
206-336-785.000	EDUCATION	15,647.99	18,000.00	17,061.86	18,000.00	23,000.00
206-336-791.000	MEDICAL SUPPLY	11,766.31	12,000.00	9,454.93	12,000.00	16,000.00
206-336-795.000	COMMUNITY RISK REDUCTION	2,532.29	10,000.00	5,242.54	10,000.00	13,000.00
206-336-796.000	PHYSICALS		15,000.00	289.98	10,000.00	15,000.00
206-336-815.000	GENERAL INSURANCE	23,592.00	28,835.00	28,835.00	28,900.00	32,000.00
206-336-861.000	TAX CHARGE BACK	725.75	645.00	642.94	650.00	500.00
206-336-975.000	TRUCK PAYMENT	42,022.18	260,000.00	260,000.00	260,000.00	417,000.00
206-336-985.000	LONG TERM CAPITAL	240,434.33	87,500.00	66,771.78	87,500.00	29,750.00
206-336-986.000	CAPITAL FUND TRANSFER		100,000.00			100,000.00
Totals for dept 336 - FIRE FUND		1,555,359.90	1,928,868.00	1,577,949.59	1,828,428.00	2,106,500.00
TOTAL APPROPRIATIONS		1,555,359.90	1,928,868.00	1,577,949.59	1,828,428.00	2,106,500.00
NET OF REVENUES/APPROPRIATIONS - FUND 206						
BEGINNING FUND BALANCE		116,441.78	(13,456.73)	88,044.60	(159,766.73)	
ENDING FUND BALANCE		885,554.97	1,001,996.75	1,001,996.75	1,001,996.75	842,230.02
		1,001,996.75	988,540.02	1,090,041.35	842,230.02	842,230.02





To: City Council

From: Nicholas Wikar
Planning and Zoning Administrator

Date: June 6, 2022

Subject: Ordinance to Repeal and Replace Chapter 98: Trees;
Amend City of the Village of Douglas Zoning Ordinance,
Article 2: Definitions; Article 16: General Provisions;
Article 21: Landscaping, Buffering, and Fencing; and
create Article 20: Environmental Protection Standards
(Ordinance 04-2022)

The City of the Village of Douglas City Council shall consider Planning Commission Recommendations to create Article 20: Environmental Protection Standards and amend Article 2: Definitions, Article 16: General Provisions, and Article 21: Landscaping, Buffering, and Fencing, of the Zoning Ordinance. Pursuant to Section 28.07, Council shall consider the May 18, 2022 Findings of Fact and recommendations in a first reading.

The Planning and Zoning Administrator has prepared draft amendments, as recommended by the Douglas Planning Commission to replace existing tree provisions in Chapter 98: Trees, Code of Ordinances, for review by the City Attorney and consideration by City Council in a second reading and public hearing.

There is limited financial burden associated with legal review, publication, and codification of Ordinance amendments.

It is recommended City Council consider repeal and replacement of Chapter 98: Trees, Code of Ordinances, in a Public Hearing June 20, 2022, to create Article 20: Environmental Protection Standards, and amend Article 2: Definitions; Article 16: General Provisions; Article 21: Landscaping, Buffering, and Fencing of the Zoning Ordinance in the City of the Village of Douglas, Michigan

ARTICLE 20: ENVIRONMENTAL PROTECTION STANDARDS

Section 20.01 Intent and Purpose

This article is intended to regulate the environmental protection standards in the city, and to preserve, protect and enhance valuable natural resources entrusted to its citizens. To protect the health, safety and welfare of its citizens, to establish standards limiting the impact upon, and ensuring the restoration of lands sufficient to safeguard the ecological and esthetic environment necessary for the city. To provide protective regulations against hazardous conditions; to establish regulations and procedures and control activities relative to environmental conditions within the public street rights-of-way of the city.

Section 22.02 Tree Protection and Preservation

*This section regulates the planting and removal of trees from public street rights-of-way in the city; removal and replacement of trees; **city-authorized list of acceptable trees**; and, hazardous and diseased trees; to control erosion and prevent canopy loss.*

1) Trees in the Public Right-of-Way and Public Property. The tree canopy contributes to the visual character of the city and trees are important natural resources and assets of the city. Therefore, every effort must be made to ensure that only the minimum numbers of protected trees are removed prior to construction of new structures, or alterations/additions to existing structures and in other approved circumstances. It is the intent of this section that a permit should not be granted for the removal of a protected tree where a reasonable alternative design solution exists that is consistent with the use of the property.

- a) Permit Required. Zoning permit required for the purpose of planting, maintenance, and removal of trees within the public rights-of-way.*
 - 1. No tree upon any public right-of-way or public property shall be destroyed, pruned, girdled, broken, bent, wounded, or have notices or signs tacked upon without the consent of the Planning and Zoning Administrator or under the direction of the Planning Commission.*
 - 2. Zoning review shall be required for and prior to the removal, relocation, or destruction of any tree located within any public street right-of-way; provided, however, that no such permit shall be required in order for the city to remove or otherwise affect any tree located within a public street right-of-way, and the city retains its authority with respect to public street rights-of-way, irrespective of the provisions of this article.*
 - 3. No person shall climb or walk upon the branches of a protected tree in any public right-of-way or public property while wearing spurs or other climbing attire unless such person is in the permitted act of removing or maintaining a tree.*

4. *No trees or shrubs shall be planted upon any public right-of-way or public property without the consent of the Zoning Administrator.*
 5. *No trees shall be planted at public expense upon private property unless a public easement has been granted in a form acceptable to the city.*
 6. *Limited Lighting of Trees. Trees located in the public street rights-of-way or otherwise on public property shall not be decorated with strings of lights placed or maintained on or within them, nor shall such trees otherwise be lighted by other types of lighting placed on or within the trees; provided, however, that during the annual holiday season lights in observance of the season may be placed on such trees, in a manner that will not harm or damage the trees, but they shall not be placed on the trees earlier than November 1 and they shall be removed from the trees not later than the following March 31; but provided further, that such lights placed on trees in the public street rights-of-way in observance of the annual holiday season may remain on the trees after March 31 if approved by City Council, subject to terms and conditions imposed by, and if the lights are placed only on or around the tree trunk, not the crown of the tree, and if the tree will not be harmed or damaged thereby.*
- b) *Application for permit. A person seeking a tree removal permit for the removal, relocation or destruction of a tree within a public street right-of-way, shall complete a Zoning Review Application and submit the application to the Planning and Zoning Administrator. The applicant shall also prepare and submit to the Administrator, a site plan including at least the following information:*
1. *The tree or trees that are proposed to be removed, relocated or destroyed. Such trees shall also be identified by written description or by a photograph. The location and general description of the other protected trees within the adjacent street right-of-way that are proposed to remain undisturbed shall also be stated; and*
 2. *A description of any grade changes or other changes within the street right-of-way that may occur as a result of the proposed tree removal, if such changes or results will have an adverse effect on any trees remaining in that part of the street right-of-way adjacent to the applicant's property.*
- c) *Administrative Approval. The Zoning Administrator shall grant and approve a permit for tree removal upon finding that all of the following requirements are satisfied:*
1. *The applicant has submitted a site plan or other information satisfactorily demonstrating that the number of trees and the particular trees proposed to be removed are the minimum number needed to be removed in order to achieve the results sought by the applicant;*

2. *The applicant has satisfactorily demonstrated that harm or other negative impacts to the remaining trees on that part of the street right-of-way adjacent to the applicant's property will be minimized or avoided;*
3. *There are no desirable, prudent or reasonably feasible alternatives whereby the desired results could be achieved, other than the removal, relocation or destruction of the trees indicated by the applicant;*
4. *The tree or trees proposed for removal, relocation or destruction need to be removed for at least one of the following reasons:*
5. *They are a safety hazard;*
6. *They are interfering with or obscuring the clear vision of motor vehicle drivers;*
7. *They are likely to injure, damage or disrupt persons, property or utility service; and/or*
8. *They are preventing or substantially obstructing reasonable access to a lot or parcel of land;*
9. *The proposed tree removal would not materially increase the risk of flooding or erosion on the property or on adjacent property, nor adversely affect a wetland or watercourse; and*
10. *In the case of proposed removal of a protected tree for reasonable access to an existing or proposed building or other improvement, there is no feasible alternative location for the proposed access without resulting in unnecessary hardship on the part of the applicant.*

The Zoning Administrator may include reasonable terms and conditions in any permit for tree removal or may request the Planning Commission to review the application pursuant to Article 24, with site plan meeting the requirements of Section 24.02, in order to ensure that the intent of this article will be fulfilled and to minimize damage to, encroachment upon, or interference with other trees within the public street right-of-way. The members of the Planning Commission may be assisted in their official responsibilities by staff members of the city, including the City Manager, City Engineer, Superintendent of Streets, Director of the Department of Public Works and a licensed arborist referred by the City Engineer or appointed by the City Council.

- d) *Appeal of Denial of Permit. In the event that a permit applicant is aggrieved by the denial of a permit for tree removal, or by the approval of a permit but with conditions with which the applicant disagrees, the applicant may appeal such action by the Zoning Administrator to the Zoning Board of Appeals, as their jurisdiction allows pursuant to Section 29.04. Any requirement decision, or determination by the Planning Commission made pursuant to this Article shall not be appealed to the Zoning Board of Appeals.*
 1. *The applicant shall file such appeal in writing, stating the action complained of and the reasons and grounds for which the applicant believes that the action should be reversed, amended or modified.*

2. The completed application for the appeal shall be filed with the Zoning Administrator, who shall forward it to the Zoning Board of Appeals. The Zoning Board of Appeals shall convene within a reasonable time to consider the appeal. Any such meeting by the Zoning Board of Appeals shall be subject to the provisions of the Michigan Open Meetings Act.
 3. At a meeting, the Zoning Board of Appeals shall consider the appeal filed by the applicant pursuant to Section 29.08.
 4. The decision by the Zoning Board of Appeals in such a case shall constitute the final decision by the city with respect to the permit application for the tree removal.
 5. Any party aggrieved by a decision of the Zoning Board of Appeals may appeal to the circuit court pursuant to Section 29.09.
- e) **Tree Replacement Program.** It is the intent of the city to maintain the numbers and the character of its trees; therefore, each tree lost in its public rights-of-way or public properties shall be replaced by an appropriate tree.
1. Replacement trees shall measure no less than three inches in diameter as measured from six inches above the ground level.
 2. Trees lost by age, disease or by acts of nature shall be replaced as soon as possible at the discretion of the City Manager, under the direction of the Department of Public Works.
 3. Where a tree is lost within the public right-of-way or public property by negligent or intentional vandalism, the person, vehicle owner, or agent responsible shall be charged for the value of an equally sized replacement. If such a replacement is not available locally, the value of the tree will be computed from the **State Forestry and Shade Tree "evaluation formula"** and the responsible person shall be invoiced that amount to compensate for costs of removal and planting of a replacement.
- 2) **Tree Protection During Construction or Development.**
- a) While removing trees for construction or development the owner shall take all reasonably necessary precautions to protect the remaining protected trees.
 - b) Neither a property owner nor its agent shall cause or allow any construction or development activity to occur within the drip line of a protected tree, nor shall any solvents, building materials, vehicles, construction equipment, soil deposits, fill or other harmful materials be allowed to be placed, kept, parked or stored within the drip line of the trees.
- 3) **Tree Removal on a Vacant Lot or Parcel.** On any lot or parcel where construction or development is not proposed, a tree removal permit shall be required prior to the removal of any protected tree in accordance with Section 22.02(1)(c).

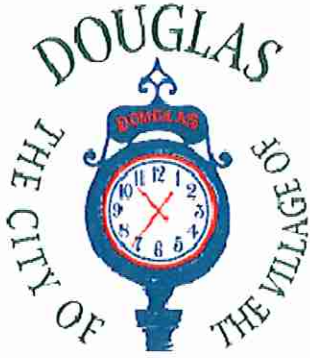
Section 22.XX Penalty.

A violation of any term or provision of this article shall be a municipal civil infraction. The procedures for the issuance of municipal civil infraction citations and other matters

pertaining to the issuance thereof shall be as stated in §§ 34.01 through 34.07 of the City of the Village of Douglas Code of Ordinances.

- a) The fine payable upon admission or determination of responsibility by a person served with a municipal civil infraction citation, for a violation of this chapter, shall be as stated in § 34.06 of the city code.*
- b) The persons authorized under § 34.02 to issue municipal civil infraction citations shall be authorized to issue such citations for violations of this article.*

DRAFT



To: City Council

From: Rich LaBombard
City Manager

Date: June 6, 2022

Subject: 200 Blue Star Highway
EPA Grant Forms and Work Plan
Change Order #2 dated 5-16-22

With the City Council's acceptance of the Environmental Protection Agency (EPA) Brownfield Cleanup Grant announced on May 12, 2022, staff reached out to PM Environmental, the City's environmental consultant, to assist with the completion of the required paperwork necessary for submittal. The attached forms outline the information required by the EPA as described in the "Competitive Grants (104(k)): Pre-Award Phase" table and include the following forms:

- Applications for Federal Assistance – SF 424
- Budget Information – SF 424A
- Assurances for non-construction – SF 424B
- EPA Form 6600-06 – Certification Regarding Lobbying
- EPA Form 4700-4 – Pre-Award Compliance Review Report
- Key Contact Form
- Workplan
- Biographical Sketch / Narrative as referred to in the request for proposal for workplan and budget narrative

PM Environmental submitted Change Order No. 2 outlining the original scope of work for ongoing consulting services in addition to the added scope of work to develop the cooperative agreements required by the EPA. PM is proposing \$1500 to complete the grants forms and \$3500 to develop the Cleanup Grant Work Plan for the Brownfield Redevelopment Authority.

Funds for this activity are available in the Brownfield Redevelopment Authority's Expenditures Fund for Contractual Consultants - 243-000-803.


No legal review is required for this activity.

It is recommended the City Council consider approval of PM Environmental's Change Order No. 2 to amend the scope of work to complete the EPA forms and develop a work plan for the EPA Brownfield Cleanup Grant.

CHANGE ORDER

For Industrial Property Located at 200 Blue Star Highway in Douglas,
Michigan

PM Environmental, Inc. Project No. 01-10275-1-0003

Change Order No.: 2	Date: 5/16/2022
Property Address: Industrial Property Located at 200 Blue Star Highway in Douglas, Michigan	
Original Proposal Date: January 21, 2019	Original Proposal No.: 01013628
Scope of Work and Cost	
Original scope of work for ongoing consulting to evaluate economic incentives	\$22,602.50
FY22 EPA Brownfield Cleanup Grant – Cooperative Agreement Support	
<ul style="list-style-type: none"> Preparation and submittal of EPA grant forms SF-424, 6600-06, 4700-4, 5700-54, and Biographical Sketch/Narrative (as needed) 	\$1,500
<ul style="list-style-type: none"> Preparation of EPA Brownfield Cleanup Grant Work Plan 	\$3,500
Projected Estimated Amount for Project	\$27,602.50
All terms and conditions of the contract between the parties remain unchanged and in full force and effect. It is understood and agreed by the parties hereto that the foregoing change(s) in the Contract Amount and change(s) in services are accepted and agreed to by the parties.	
PM Authorized Signature: 	Client Authorized Signature:
Signature date: May 16, 2022	Signature date:
NOTE: SIGN AND RETURN ORIGINAL; COPIES MAY BE RETAINED FOR YOUR FILE.	



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V
77 West Jackson Boulevard
Chicago, Illinois

May 12, 2022

VIA EMAIL

Rich LaBombard
City Manager
The City of the Village of Douglas
86 West Center Street
Douglas, MI 49406

Dear Rich:

Congratulations on the selection of Douglas's proposal for a Brownfields Cleanup grant for the Hayworth property. I will be your Project Officer/Project Manager at U.S. EPA and I look forward to working with you over the next few years. I can be reached at 440-250-1717 or via email at stimple.brad@epa.gov.

The next step in the process is to complete an Application for Federal Assistance, also referred to as Standard Form 424 (SF-424). Although you submitted a draft SF-424A form with your proposal through www.grants.gov you will need to complete an SF-424 form and submit it with the rest of the required application forms. This award will be a Cooperative Agreement (CA), a type of grant for which there will be substantial federal involvement in reviewing project activities and providing technical assistance, as requested.

Please review the **Checklist for Brownfield 104(K) Applications** attached to this email. The SF-424 and additional forms identified on the checklist can be found at the following website:

<https://www.epa.gov/grants/epa-grantee-forms>

There are separate instructions for each form so please read them carefully. If you have any issues or questions, please give me a call or email. There is no standard form for the detailed, itemized budget but it is required to show how you calculated the amounts in each object class category. Please ensure you update form to include budget & project period start dates: **10/01/22 – 09/30/25**; that the Program Manager and Authorized Representative are two different people within the organization and, ensure money requested is in whole dollar form.

For tips on preparing the budget detail, see:

https://www.epa.gov/sites/production/files/2014-08/documents/ogd_budget_detail_guidance_5_31_11.pdf

Prior to submission of the application forms you will also need to develop a Work Plan for the project. The Work Plan is based on your proposal and must be approved by me and submitted as

an attachment to your CA application. If you would like an example of a Work Plan, please ask and I can provide one.

The draft of your Work Plan should be submitted to me by email no later than **June 10th, 2022**, but earlier is better in-order to have EPA review and approve prior to submitting your final application.

Please submit the application package consisting of all forms on the attached checklist and the EPA-approved Work Plan no later than **COB July 1, 2022**, or earlier if possible. You must submit application packages by email to region5applications@epa.gov and copy my email.

Please call me at 440-250-1717 at your earliest convenience so that we can discuss these grant requirements, and/or answer any questions you may have and get the application process completed as soon as possible.

Again, congratulations! I look forward to working with you on this new Cooperative Agreement.

Sincerely,

Brad Stimple
Brownfields Project Manager
U.S. EPA Region 5
Westlake, Ohio

Attachments: Checklist for Brownfield 104(K) Applications
Brownfields Grants Pre-Award Phase Fact Sheet

Competitive Brownfields Grants (104(k)): Pre-Award Phase

Application Basics	Application Submission	Award Process
<p>Application forms are available at http://www.epa.gov/grants/epa-grantee-forms</p> <p>Application Components:</p> <ul style="list-style-type: none"> Applications for Federal Assistance – SF 424 Budget Information – SF 424A Assurances for non-construction – SF424B EPA Form 6600-06 – Certification Regarding Lobbying EPA Form 4700-4 Pre-Award Compliance Review Report Key Contact Form Workplan Biographical Sketch/ Narrative (Refer to RFP for workplan and budget narrative guidance) <p>General Budget Narrative Guidance</p> <ul style="list-style-type: none"> EPA reviews in accordance with the OMB cost principles (necessary, allowable, allocable, reasonable) Budget narrative should match the funds requested on the SF424/424A Should reflect both the federal share and match (for cleanup and RLF only) Match: Should be distributed across the object class categories Can be presented in a table format Refer to RFP for additional information on Object Class Categories Program Manager and Authorized Representative should be 2 different people from organization 	<p>Submit via email to: Region5applications@epa.gov and EPA Project Manager</p> <p>Applications are due by July 1, 2022</p> <p>Project Period Dates:</p> <p>10/1/22 – 9/30/25(CW SS Assessment, Cleanup)</p> <p>10/1/22 – 9/30/27 (RLF & CWAGST)</p> <p>CFDA# (www.cfd.gov) 66.818 for Assessment/Cleanup/Multipurpose 616.815 for EWDJT</p> <p>How to ensure a timely award (common application issues)</p> <ul style="list-style-type: none"> Incomplete applications: Missing or outdated certifications, workplans/budget not approved by the program office, etc. Inconsistent information throughout the application: <ul style="list-style-type: none"> -budget narrative not matching the 424A -workplan timeframes do not match the SF424, etc. A registered DUNS is required to receive federal funds: <ul style="list-style-type: none"> -Ensure your organization has a DUNS -Register your organization DUNS in SAM.gov (Refer to RFP for guidance) Review workplan timeline to make sure it matches project dates on SF424 Dates should cover the workplan Budget issues: <ul style="list-style-type: none"> -Math errors -Calculations/breakdown not provided -Incorrect categorization of budget items -Ensure that federal and recipient match is consistent with budget narrative in workplan <ul style="list-style-type: none"> - All calculations/funds requested should be in whole dollars – no cents allowed 	<p>Proposal /Award Timeline</p> <p>Awards are generally made within 60 days of application receipt.</p> <p>You may be contacted by the Project Manager/Project Officer with questions during this timeframe.</p> <p>Grants Award Process</p> <p>Recipients will receive the award agreement via email (sent to Project Manager and Authorized Representative listed on SF424/Key Contacts)</p> <p>“Recipient’s signature is not required on this agreement. The recipient demonstrates its commitments to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date.”</p> <ul style="list-style-type: none"> Notice of disagreement must be furnished to the EPA Award Official Until the disagreement is resolved, the recipient should not draw down funds <p>EPA Contacts</p> <p>Refer to Award Document for Project Manager/Project Officer and Grants Specialist contact information</p> <p>Payment Information</p> <p>ASAP registration and financial contact information. Submit forms to Research Triangle Park Finance Center rtpfc-grants@epa.gov & Andre Fairley fairley.andre@epa.gov</p>



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, ILLINOIS 60604

Checklist for BF 104(k) Applications- Required Items To Be Submitted:

*(PLEASE download forms listed below from
<https://www.epa.gov/grants/epa-grantee-forms>
see attached instructions)*

- ___ **SF-424 – APPLICATION FOR FEDERAL ASSISTANCE** With original signature, including the following:
 - SF-424 A, Budget by categories and indirect cost rate
 - SF-424 B, Assurances for non-construction programs
 - **SF-424 forms only needed if revisions required**
- ___ **EPA Form 6600-06 – Certification Regarding Lobbying**
- ___ **EPA Form 4700-4 – Pre-Award Compliance Review Report**
- ___ **EPA Form 5700-54 – Key Contact Form**
- ___ **Biographical Sketch/Narrative** [Recipient Project Manager]
- ___ **Work Plan** [must be approved by EPA PO/PM **prior** to application submittal to region5applications@epa.gov]

EPA Provided Information for Application:

1. Catalog of Federal Domestic Assistance Number (CFDA)
 - 66.818 - Brownfields Assessment, Cleanup and RLF Agreements**
 - 66.815 - Brownfields EWDJT Cooperative Agreements**
2. RFP numbers:
 - EPA-OLEM-OBLR-21- 04 : Request for Proposals for Brownfields Assessment Grants**
 - EPA-OLEM-OBLR-21- 05 : Request for Proposals for RLF Grants**
 - EPA-OLEM-OBLR-21- 06 : Request for Proposals for Brownfields Cleanup Grants**
3. Q#19 on 424 form: **Only Michigan is subject to E.O. 12372.**
4. Q#17 on 424 form: Grant Start and End Dates - **10/1/22 through 9/30/25 for CW, SS Assessment and Cleanup grants (3 years), and 10/1/22 through 9/30/27 for RLF and CWAGST grants (5 years)**
5. Submit applications to: region5applications@epa.gov and to your EPA Project Officer/Project Manager

Application for Federal Assistance SF-424		
* 1. Type of Submission:		
<input type="checkbox"/> Preapplication		
<input type="checkbox"/> Application		
<input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application:		
<input type="checkbox"/> New		
<input type="checkbox"/> Continuation		
<input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s):		
<input type="text"/>		
* Other (Specify):		
<input type="text"/>		
* 3. Date Received:		
<input type="text"/>		
4. Applicant Identifier:		
<input type="text"/>		
5a. Federal Entity Identifier:		
<input type="text"/>		
5b. Federal Award Identifier:		
<input type="text"/>		
State Use Only:		
6. Date Received by State:		
<input type="text"/>		
7. State Application Identifier:		
<input type="text"/>		
8. APPLICANT INFORMATION:		
* a. Legal Name:		
<input type="text"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN):		
<input type="text"/>		
* c. UEI:		
<input type="text"/>		
d. Address:		
* Street1:		
<input type="text"/>		
Street2:		
<input type="text"/>		
* City:		
<input type="text"/>		
County/Parish:		
<input type="text"/>		
* State:		
<input type="text"/>		
Province:		
<input type="text"/>		
* Country:		
<input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code:		
<input type="text"/>		
e. Organizational Unit:		
Department Name:		
<input type="text"/>		
Division Name:		
<input type="text"/>		
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:		
<input type="text"/>		
* First Name:		
<input type="text"/>		
Middle Name:		
<input type="text"/>		
* Last Name:		
<input type="text"/>		
Suffix:		
<input type="text"/>		
Title:		
<input type="text"/>		
Organizational Affiliation:		
<input type="text"/>		
* Telephone Number:		
<input type="text"/>		
Fax Number:		
<input type="text"/>		
* Email:		
<input type="text"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☐ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					\$
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$	\$
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS				
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$
14. Non-Federal	\$			
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input style="width:300px;" type="text"/> * Street 1: <input style="width:300px;" type="text"/> Street 2: <input style="width:300px;" type="text"/> * City: <input style="width:150px;" type="text"/> State: <input style="width:150px;" type="text"/> Zip: <input style="width:100px;" type="text"/> Congressional District, if known: <input style="width:150px;" type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input style="width:300px;" type="text"/>		7. * Federal Program Name/Description: <input style="width:300px;" type="text"/> CFDA Number, if applicable: <input style="width:150px;" type="text"/>
8. Federal Action Number, if known: <input style="width:300px;" type="text"/>		9. Award Amount, if known: \$ <input style="width:150px;" type="text"/>
10. a. Name and Address of Lobbying Registrant: Prefix: <input style="width:50px;" type="text"/> * First Name: <input style="width:150px;" type="text"/> Middle Name: <input style="width:150px;" type="text"/> * Last Name: <input style="width:200px;" type="text"/> Suffix: <input style="width:50px;" type="text"/> * Street 1: <input style="width:200px;" type="text"/> Street 2: <input style="width:200px;" type="text"/> * City: <input style="width:100px;" type="text"/> State: <input style="width:100px;" type="text"/> Zip: <input style="width:50px;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix: <input style="width:50px;" type="text"/> * First Name: <input style="width:150px;" type="text"/> Middle Name: <input style="width:150px;" type="text"/> * Last Name: <input style="width:200px;" type="text"/> Suffix: <input style="width:50px;" type="text"/> * Street 1: <input style="width:200px;" type="text"/> Street 2: <input style="width:200px;" type="text"/> * City: <input style="width:100px;" type="text"/> State: <input style="width:100px;" type="text"/> Zip: <input style="width:50px;" type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input style="width:250px;" type="text"/> * Name: Prefix: <input style="width:50px;" type="text"/> * First Name: <input style="width:150px;" type="text"/> Middle Name: <input style="width:150px;" type="text"/> * Last Name: <input style="width:200px;" type="text"/> Suffix: <input style="width:50px;" type="text"/> Title: <input style="width:150px;" type="text"/> Telephone No.: <input style="width:150px;" type="text"/> Date: <input style="width:150px;" type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.5 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name:
Address:
City:
State: Zip Code:

B. Unique Entity Identifier (UEI):

C. Applicant/Recipient Point of Contact

Name: Phone: Email:
Title:

II. Is the applicant currently receiving EPA Assistance? ☐ Yes ☐ No

III. List all pending civil rights lawsuits and administrative complaints filed under federal law against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints, unless covered by 40 C.F.R. Parts 5 and 7.)

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that alleged discrimination under federal law based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints, unless covered by 40 C.F.R. Parts 5 and 7.)

V. List all civil rights compliance reviews of the applicant/recipient conducted under federal nondiscrimination laws by any federal agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

☐ Yes ☐ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

☐ Yes ☐ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R. 5.140 and 7.95) ☐ Yes ☐ No

a. Do the methods of notice accommodate those with impaired vision or hearing? ☐ Yes ☐ No

b. Is the notice posted in a prominent place on the applicant's/recipient's website, in the offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? ☐ Yes ☐ No

c. Does the notice identify a designated civil rights coordinator? ☐ Yes ☐ No

VII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or disability status of the population it serves? (40 C.F.R. 7.85(a)) ☐ Yes ☐ No

VIII. Does the applicant/recipient have a policy/procedure for providing meaningful access to services for persons with limited English proficiency? (Title VI, 40 C.F.R. Part 7, *Lau v Nichols* 414 U.S. 563 (1974)) ☐ Yes ☐ No

X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or applicant's/recipient's website address for, or a copy of, the procedures.

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

B. Title of Authorized Official

C. Date

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

Instructions for EPA FORM 4700-4 (Rev. 04/2021)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organizations, or other entity, or any person to which Federal financial assistance is extended directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means: any federal agency-initiated investigation of a particular aspect of the applicant's and/or recipient's programs or activities to determine compliance with the federal non-discrimination laws. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.



EPA KEY CONTACTS FORM

OMB Control No. 2030-0020
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.5 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name:	Prefix:	<input type="text"/>	First Name:	<input type="text"/>	Middle Name:	<input type="text"/>
	Last Name:	<input type="text"/>			Suffix:	<input type="text"/>
Title:	<input type="text"/>					
Complete Address:						
	Street1:	<input type="text"/>				
	Street2:	<input type="text"/>				
	City:	<input type="text"/>	State:	<input type="text"/>		
	Zip / Postal Code:	<input type="text"/>	Country:	<input type="text"/>		
Phone Number:	<input type="text"/>		Fax Number:	<input type="text"/>		
E-mail Address:	<input type="text"/>					

Payee: *Individual authorized to accept payments.*

Name:	Prefix:	<input type="text"/>	First Name:	<input type="text"/>	Middle Name:	<input type="text"/>
	Last Name:	<input type="text"/>			Suffix:	<input type="text"/>
Title:	<input type="text"/>					
Complete Address:						
	Street1:	<input type="text"/>				
	Street2:	<input type="text"/>				
	City:	<input type="text"/>	State:	<input type="text"/>		
	Zip / Postal Code:	<input type="text"/>	Country:	<input type="text"/>		
Phone Number:	<input type="text"/>		Fax Number:	<input type="text"/>		
E-mail Address:	<input type="text"/>					

EPA KEY CONTACTS FORM

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name:	Prefix:	<input type="text"/>	First Name:	<input type="text"/>	Middle Name:	<input type="text"/>
	Last Name:	<input type="text"/>			Suffix:	<input type="text"/>
Title:	<input type="text"/>					
Complete Address:						
Street1:	<input type="text"/>					
Street2:	<input type="text"/>					
City:	<input type="text"/>	State:	<input type="text"/>			
Zip / Postal Code:	<input type="text"/>	Country:	<input type="text"/>			
Phone Number:	<input type="text"/>			Fax Number:	<input type="text"/>	
E-mail Address:	<input type="text"/>					

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name:	Prefix:	<input type="text"/>	First Name:	<input type="text"/>	Middle Name:	<input type="text"/>
	Last Name:	<input type="text"/>			Suffix:	<input type="text"/>
Title:	<input type="text"/>					
Complete Address:						
Street1:	<input type="text"/>					
Street2:	<input type="text"/>					
City:	<input type="text"/>	State:	<input type="text"/>			
Zip / Postal Code:	<input type="text"/>	Country:	<input type="text"/>			
Phone Number:	<input type="text"/>			Fax Number:	<input type="text"/>	
E-mail Address:	<input type="text"/>					

CLEANUP WORKPLAN

(Insert Name of Recipient)

Workplan for CERCLA Section 104(k) Cleanup Cooperative Agreement

Period of Performance: 10/1/2021 - 9/30/2024 (or 7/1/2021 – 9/30/2024 with pre-award)

1. GOAL 1: Core Mission

Objective 1.3 Revitalize Land and Prevent Contamination

CFDA: 66.818 Assessment, Cleanup, and Multipurpose Grants

OBJECTIVE: The Small Business Liability Relief and Brownfields Revitalization Act (SBLRBRA) was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct planning related to, remediate, or capitalize revolving loan funds for, eligible brownfield sites. The Brownfields Utilization, Investment, and Local Development (BUILD) Act of March 2018 reauthorized and amended the Brownfields provisions of CERCLA. Pursuant to these provisions, EPA conducts annual Brownfields grant competitions. Recipients are selected from proposals prepared in accordance with the “Proposal Guidelines for Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Grants,” and submitted in a national competition. The **City of Anywhere, USA**, as a **general purpose unit of local government**, was selected for Cleanup funding in the FY 2021 competition.

(Insert a description (2-3 paragraphs) of the objectives and plans for the project work to be conducted under this grant. Keep the first paragraph above, and then utilize language from the Project Description section of your proposal for the rest of this section.)

Example: Our city's ABC area has been in economic and physical decline for the past 20 years, with the possibility of lingering contamination from former commercial operations such as XYZ. Remediating brownfields properties in this area will aid the redevelopment of this area in accordance with the City Master Plan, and bring about a higher use that is more beneficial to the community. The goal of the project to be funded by this cooperative agreement is to remediate the subject brownfields property and to facilitate the properties' redevelopment. These goals will be accomplished by and performing non-site-specific tasks and site-specific tasks. Non site-specific tasks include hiring a Qualified Environmental Professional (QEP), obtaining remedial contractor services and performing public outreach. Site-specific tasks include preparing a community relations plan, a QAPP, an ABCA and enrolling in the State Voluntary Cleanup Program (VCP).

Cooperative agreement funding will be used to cover the costs of activities at or in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the cooperative agreement will be carried out by the **City/Town/non-profit Project Manager**, assisted by the **Finance Department Manager** and the **City Attorney**, with technical assistance and oversight to be performed by a Qualified Environmental Professional (QEP) and the VCP.

Describe your project and cleanup plan: (Utilize language from the Project Description and Cleanup Plan criteria in your proposal.)

2. FUNDING: **\$XXX,XXX**

3. BUDGET:

The total costs estimated for the project must agree with the amounts contained in the Application for Federal Assistance Budget Page (Form 424A). (Use amounts from your application, but do not include more than 4 tasks.).

	Task 1 (insert task name)	Task 2 (insert task name)	Task 3 (insert task name)	Task 4 (insert task name)	Total
Personnel					
Fringe Benefits					
Travel					
Equipment*	- 0 -	- 0 -	- 0 -	- 0 -	- 0 -
Supplies					
Contractual					
Other (specify)					
Total Direct:					
Indirect Costs:					
Total Federal Funding					
Cost Share**					
Total Budget					

* EPA defines equipment as items that cost \$5,000 or more. Items costing less than \$5,000 are considered supplies.

** Cost share must be included as appropriate in any combination of the first six lines of the chart, and not in the "Other" line item.

4. WORKPLAN TASKS:

The Workplan must describe the tasks/activities to be accomplished, the expected time frame for accomplishment (commitments), the projected results outputs (activities and deliverables), and the projected outcomes (environmental improvements and results). Utilize task activities described in your application. For tasks which include a cost share component, identify which activities and subtasks will include a contribution toward the cost share. Edit the chart as necessary, but do not include more than 4 tasks. Tasks are identified as examples, add or delete as appropriate for your project.

Task 1: Cooperative Agreement Oversight *(Utilize task descriptions from your application)*

Task 1 - Cooperative Agreement Oversight Subtasks (Commitments) Pre-Cleanup	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Obtain QEP Services: <ul style="list-style-type: none"> • Prepare Request For Proposals/Qualifications, evaluate applications, conduct interviews, hire contractor • Prepare scope of work • Prioritize, track and evaluate contractor products • Conduct periodic project status meetings with contractor to discuss project issues and priorities • Conduct annual performance evaluations for contractor 	Outputs: <ul style="list-style-type: none"> • High quality contractor work products that meets the recipient's and EPA's expectations • Confirmation in quarterly report that contractor selection was competed and made Outcomes: <ul style="list-style-type: none"> • Maintain effective work force to meet workplan commitments 	12/31/21	
Reporting: <ul style="list-style-type: none"> • Prepare MBE/WBE annually, and FFR annually and at grant closeout • Enter site data in ACRES • Prepare Quarterly Reports via ACRES • Prepare final report and grant closeout material 	Outputs: <ul style="list-style-type: none"> • Quarterly reports and other forms; updated ACRES database; final report and closeout forms • "Success Story" fact sheets Outcomes: <ul style="list-style-type: none"> • Ensures compliance with Terms & Conditions reporting requirements 	1/30/22 ACRES updates and Quarterly Reports every quarter; MBE/WBE forms annually by 9/30; SF425 FFR annually by 10/30	
Records: <ul style="list-style-type: none"> • Maintain grant files • Maintain site project files • Maintain financial records 	Outputs: <ul style="list-style-type: none"> • Accurate and complete files suitable for audit purposes Outcomes: <ul style="list-style-type: none"> • High quality project records reflective of the work performed 	10/1/21 and thereafter	
Request for Reimbursements or Advances:	Outputs: <ul style="list-style-type: none"> • Drawdowns from ASAP Outcomes: <ul style="list-style-type: none"> • Reduce unliquidated obligations 	10/1/21 and thereafter	
Travel & Training <ul style="list-style-type: none"> • Attend brownfields related meetings, training sessions and conferences 	Outputs: <ul style="list-style-type: none"> • Revitalizing New England: Brownfields Summit 2022 • Attend Brownfields Conference in Oklahoma City Outcomes: <ul style="list-style-type: none"> • Improve Brownfields knowledge and expand networking opportunities 	5/18-5/19/22 12/21	

EXAMPLE Task 2: Community Involvement – OR - Insert Task Name

Task 2 – Insert Task Name Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Work with CBOs identified in proposal to ensure commitments are implemented	Outputs: <ul style="list-style-type: none"> Commitments that were identified in proposal are implemented Outcomes: <ul style="list-style-type: none"> Increase coordination with stakeholders and others 	6/30/22	
Prepare Community Relations Plan <ul style="list-style-type: none"> Prepare plan to involve public in cleanup activities 	Outputs: <ul style="list-style-type: none"> Plan for involving the community in cleanup activities Outcomes: <ul style="list-style-type: none"> Improve understanding and participation in cleanup and redevelopment process 	6/30/22	
Establish Information Repository	Outputs: <ul style="list-style-type: none"> Repository of documents which allows public to review site assessment & cleanup history Outcomes: <ul style="list-style-type: none"> Improve understanding of how cleanup alternative was selected 	9/30/22	
Implement 30-Day Public Comment Period on ABCA	Outputs: <ul style="list-style-type: none"> Allow for review and comment of cleanup related documents Outcomes: <ul style="list-style-type: none"> Allow for consensus on cleanup 	9/30/22	
Public Meetings	Outputs: <ul style="list-style-type: none"> Meetings which inform public of cleanup activities and provide a chance for input & comment Outcomes: <ul style="list-style-type: none"> Improve understanding of cleanup and allows for potential modifications based on public input 	12/31/22	

Task 3: Site-Specific Activities – OR - Insert Task Name

Task 3 – Insert Task Name Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Hold a kickoff meeting with State, EPA and QEP	Outputs: • Held meeting Outcomes: • Ensure all agencies are in agreement with cleanup plan	3/31/22	
Ensure Site is Enrolled in VCP • Ensure the grantee has enrolled site in the applicable state response program	Outputs: • Site is enrolled in applicable state response program Outcomes: • Cleanup is in compliance with state response program	6/30/22	
Historic Preservation • Assist EPA project Officer in collecting information and determining if Section 106 applies	Outputs: • Information and reports required to comply with Section 106 historic preservation requirements Outcomes: • Compliance with Section 106 historic preservation requirements	12/31/22	
Prepare Analysis Of Brownfields Cleanup Alternatives (ABCA)	Outputs: • Approved ABCA documenting how and why cleanup alternative was selected • ABCA placed in information repository, etc. Outcomes: • Ensure proper cleanup alternative is selected and communicated to the public	9/30/22	
Green and Sustainable Remediation (GSR) • Incorporate green and sustainable remediation principles/techniques into your project	Outputs: • GSR language in ABCA and RFP • Track and report GSR in quarterly reports Outcomes: • Greener and more sustainable cleanup	12/31/22	

Prepare Decision Document <ul style="list-style-type: none"> Document results of public comment period and public meeting to include comments received, public meeting attendance, response to relevant comments, selection of final cleanup remedy, any changes to the final cleanup remedy, etc. 	Outputs: <ul style="list-style-type: none"> Memo or letter, with appropriate attachments Outcomes: <ul style="list-style-type: none"> Ensure that public comment process is documented and final cleanup remedy is selected 	3/31/22	
Prepare Remedial Design & Engineering Documents <ul style="list-style-type: none"> Prepare appropriate remedial design documents for state response program, engineering design documents for cleanup contractors to perform work (including Davis-Bacon requirements), and a budget detailing how EPA funds will be used to cleanup sites 	<ul style="list-style-type: none"> Approved remedial action and engineering/design documents and an approved budget Place documents in information repository, etc. Outcomes: <ul style="list-style-type: none"> Ensure cleanup will be done in compliance with state response program and EPA funds will be used for eligible costs 	6/30/22	
Prepare Site Specific Quality Assurance Project Plan and Health and Safety Plan <ul style="list-style-type: none"> Prepare a SSQAPP for any environmental post cleanup sampling to be conducted on sites and submit to EPA for approval 	Outputs: <ul style="list-style-type: none"> EPA approved SSQAPP Place SSQAPP in information repository Outcomes: <ul style="list-style-type: none"> Ensure proper confirmatory testing methods and analytical data results are achieved 	6/30/22	

EXAMPLE Task 4: Task 4: Oversee Site Cleanup - OR - Insert Task Name

Task 4 – Insert Task Name Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Oversight of cleanup activities <ul style="list-style-type: none"> QEP conducts appropriate site inspections during remediation to ensure compliance with cleanup plans 	Outputs: <ul style="list-style-type: none"> Number of inspections Site reports by QEP Documents placed in information repository Outcomes: <ul style="list-style-type: none"> Ensure cleanup is conducted in compliance with VCP 	12/31/23	
Davis-Bacon Documentation <ul style="list-style-type: none"> Conduct site inspections to ensure proper wage rates and posters are available to workers on-site Collect, review and maintain payrolls Conduct on-site labor interviews 	Outputs: <ul style="list-style-type: none"> Payrolls, labor interviews, etc. Outcomes: <ul style="list-style-type: none"> Ensure compliance with Davis-Bacon requirements 	12/31/23	

Collection of post-cleanup samples	Outputs: <ul style="list-style-type: none"> • Number of samples and analytical results Outcomes: <ul style="list-style-type: none"> • Ensure cleanup has met VCP cleanup levels 	3/31/24	
Cleanup Documentation <ul style="list-style-type: none"> • Prepare and submit close-out documentation to state indicating that cleanup is complete and protective to human health and the environment and identifies any institutional controls and long term monitoring 	Outputs: <ul style="list-style-type: none"> • Final cleanup reports documenting cleanup is complete • Place documents in repository, etc. Outcomes: <ul style="list-style-type: none"> • State approval of cleanup and ensure cleanup is protective of human health and the environment 	6/30/24	
Cleanup Complete Documentation <ul style="list-style-type: none"> • Receive final cleanup complete letter from state or LEP/LSP determination for CT & MA and submit to EPA 	Outputs: <ul style="list-style-type: none"> • Letter from State/LSP/LEP • Letter submitted to EPA • Placed letter or documentation in information repository, reported in ACRES, and quarterly reports, etc. Outcomes: <ul style="list-style-type: none"> • Site is officially clean and ready for reuse • # Estimated number of brownfields property acres available for reuse 	6/30/24	

5. QUALITY ASSURANCE

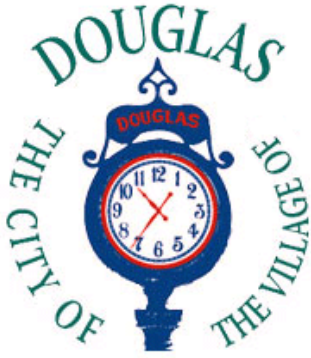
Prior to undertaking confirmatory sampling, the *(name of grantee)* will prepare and submit a Quality Assurance Project Plan (QAPP) which meets the approval of the U.S. EPA Region I Brownfields Program. The QAPP will describe the sampling and analytical strategies, and the methods and procedures that will be used. QAPP approval will be obtained prior to performing any field activity. *(Refer to QAPP on website flyer for additional information.)*

6. PRE-AWARD COSTS

(Name of Grantee) requests the approval of pre-award costs for this cooperative agreement. It is estimated we will need \$X,XXX to do the following activities: *(insert list of planned activities/costs).*

(Please discuss pre-award activities with your Project Officer prior to starting any grant activities.)

7. BUDGET DETAIL - ATTACHMENT 1 *(Provide Attachment 1, Budget Detail)*



To: City Council

From: Nicholas Wikar
Planning and Zoning Administrator

Date: June 6, 2022

Subject: Ordinance to Repeal and Replace Sign Ordinance 111-D;
Amend City of the Village of Douglas Zoning Ordinance,
Article 2: Definitions; and Article 16: General Provisions;
and create Article 22: Signs, Flags, and Banners
(Ordinance 05-2022)

The City of the Village of Douglas City Council shall consider Planning Commission Recommendations to create Article 22: Signs, Flags, and Banners and amend Article 2: Definitions and Article 16: General Provisions, of the Zoning Ordinance. Pursuant to Section 28.07, Council shall consider the April 13, 2022 Findings of Fact and recommendations in a first reading.

The Planning and Zoning Administrator has prepared draft amendments, as recommended by the Douglas Planning Commission to replace existing sign provisions in the Sign Ordinance, Village of Douglas Ordinance 111-D, for review by the City Attorney and consideration by City Council in a second reading and public hearing.

There is limited financial burden associated with legal review, publication, and codification of Ordinance amendments.

It is recommended City Council consider repeal and replacement of the Sign Ordinance, Village of Douglas Ordinance 111-D, in a Public Hearing June 20, 2022, to create Article 22: Signs, Flags, and Banners; and amend Article 2: Definitions and Article 16: General Provisions of the Zoning Ordinance in the City of the Village of Douglas, Michigan

Section 2.02 Definitions Beginning with the Letter "A":

ABANDONED CONFORMING SIGN. A sign pertaining to a business, lessee, owner, product, or activity that has not been available upon the premises where such sign is displayed for a period of one year or longer and which otherwise conforms to the requirements of this Ordinance.

ABANDONED NONCONFORMING SIGN. A nonconforming sign pertaining to a business, lessee, owner, product, or activity that has not been available upon the premises where such sign is displayed for a period of 90 days or longer.

ACCESS. A way or means of approach to provide vehicular or pedestrian physical entrance to a property or place.

ACCESSORY SIGN. An on-premises sign that is on an accessory structure.

ACCESSORY USE, BUILDING OR STRUCTURE. A use, building or structure such as a shed, garage, refrigeration cooler and/or freezer, or gas pump, which is clearly incidental to, not attached to, customarily found in connection with, devoted exclusively to, subordinate to, and located on the same lot as the principal structure or use of a lot or parcel to which it is related. Accessory structures do not include natural features, fences, lamps, lamp posts, or free-standing signs.

ADDRESS SIGN. A sign identifying a numerical designation commonly used to indicate the location of a building on a street or right-of-way.

ADJACENT (lot or parcel). A lot or parcel which abuts any lot or parcel line of the subject lot or parcel.

ADULT DAY CARE FACILITY.

- a. **Adult Family Day Care Home.** A private home in which six (6) or less adults eighteen (18) years of age or older, receive care for periods of less than twenty-four (24) hours a day. It includes facilities for adults who are aged, mentally ill, developmentally disabled, or physically handicapped that require supervision on an ongoing basis. An adult family day care home does not include alcohol or substance abuse rehabilitation centers, residential centers for persons released from or assigned to a correctional facility, or any other facilities which do not meet the definition of adult day care center.
- b. **Adult Group Day Care Home.** A private home in which more than six (6) but not more than twelve (12) adults eighteen (18) years of age or older, receive care for periods of less than twenty-four (24) hours a day. It includes facilities for adults who are aged, mentally ill, developmentally disabled, or physically handicapped that require supervision on an ongoing basis. An adult group day care home does not include alcohol or substance abuse rehabilitation centers, residential centers for persons

occupancy; any change in the structural members of a building, such as walls or partitions, columns, beams or girders; or any change which may be referred to herein as altered or reconstructed.

AMUSEMENT CENTERS (ARCADE). A principal commercial land use open to the public and consisting of three (3) or more coin or token operated amusement devices, also known as an arcade. Such devices shall include, but are not limited to, billiard tables, pool tables, video games, pinball machines, and/or any other machine which may be operated by the public generally for use as a game, entertainment, or amusement, for which a fee is paid. This definition does not apply to coin operated amusement devices owned or leased to organizations not open to the public, such as private clubs, religious or fraternal organizations.

ANIMAL GROOMING: Any property, structure, building, or premise in or on which pets and other domesticated animals are bathed and/or groomed for commercial gain, but excluding any veterinary or clinical services.

ANTIQUE STORE. An establishment offering antiques for sale. An antique, for the purposes of this chapter, shall be a work of art, piece of furniture, decorative object or the like, of or belonging to the past, at least 30 years old.

ART GALLERY. A room or structure in which original works of art or limited editions of original art are bought, sold, loaned, appraised, or exhibited to the general public.

ATTENDED SIGN. *A non-commercial sign that is hand-held or carried by a person such as a placard, picket, or poster.*

AUTOMOBILE/BOAT SALES. An open area either indoors or outdoors used for the display, sale or rental of new or used motor vehicles, boats or trailers in operable condition where no repair work is done.

AUTOMOBILE SERVICE AND MINOR REPAIR STATIONS. Buildings and premises for the primary purpose of servicing automobiles and trucks, including but not limited to the retail sales of gasoline, oil, grease, batteries, tires, mufflers, brakes, and other operational fluids and accessories for automobiles, and the installation of such items, and for other minor automobile repair. A convenience store may be included with this use.

AUTOMOBILE SERVICE AND MAJOR REPAIR STATIONS: Buildings and premises as stated for an automobile service and minor repair station but including auto refinishing, body work or painting, dismantling of vehicles for the purpose of reuse or resale of parts, or storage of automobiles other than those in for immediate repair. A convenience store may be included with this use.

AVERAGE GRADE. See Grade, Average.

AWNING. *A roof like cover that is temporary or portable in nature and that projects from the wall of a building for the purpose of shielding a doorway or window from the elements*

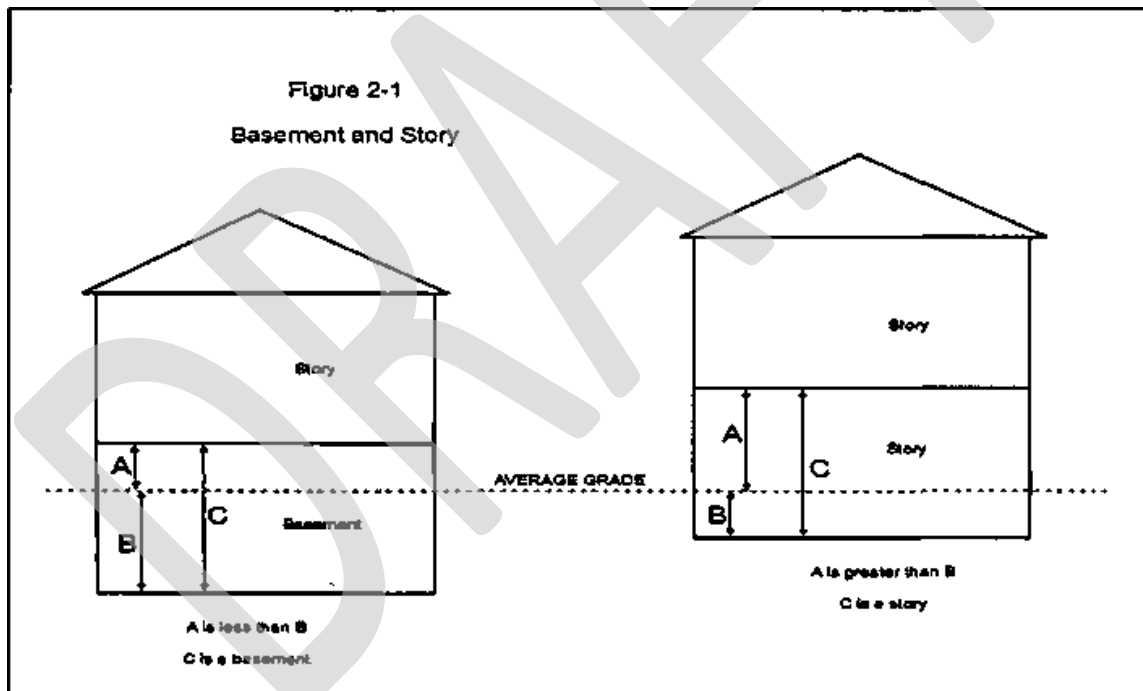
and is periodically retracted into the face of the building.

AWNING SIGN. A sign that is part of or attached to the surface of an awning.

Section 2.03 Definitions Beginning with the Letter "B":

BANNER. A flexible sign made of natural, synthetic, or plastic material used to call attention to a business, land use or product, service, or activity; however, not including pennants or flags as defined.

BASEMENT. That portion of a building which is partly or wholly below finished grade, but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. A basement shall not be counted as a story (see Figure 2-1). A cellar is a basement. In the event the distance between the average grade to the ceiling and the average grade to the floor is the same, the space shall be considered a story.



BED AND BREAKFAST ESTABLISHMENT. An owner or manager occupied dwelling wherein up to six bedrooms, or more as permitted by Special Use Permit pursuant to Section 26.05, are used by transient guests for prearranged compensation.

BERM. A mound of earth graded, shaped and improved with landscaping in such a fashion as to be used for visual and/or audible screening purposes.

BOAT. A vehicle used or capable of being used as a means of transportation on water.

BILLBOARD. *A sign structure advertising a service, commodity or establishment, which is not sold, produced, manufactured, or furnished at the property on which said sign is located, also known as "off-premises sign" or "outdoor advertising structure." Such sign is subject to the requirements of PA 106 of 1972, as amended, as well as to the provisions of this Ordinance. See Off-Premises Sign.*

BUFFER ZONE. A strip of land reserved for plant material, berms, walls, or fencing to serve as a visual and/or sound barrier between properties, often between abutting properties and properties in different zoning districts. Landscaping, berms, fencing or open space can also be used to buffer noise, light and related impacts from abutting properties even if not in a separately established buffer zone and may be so required by this Ordinance.

BUILDABLE AREA. That area of the site exclusive of right-of-way, wetlands, floodplain, steep slopes (over 20%), or other areas of the site rendered un-buildable due to environmental conditions.

BUILDING ENVELOPE. The three-dimensional space within which a structure is permitted to be built on a lot and that is defined by maximum height regulations and minimum yard setbacks.

BUILDING INSPECTOR. An individual or firm retained by the City to administer the building regulations of the City of the Village of Douglas.

BUILDING LINE. A line which defines the minimum distance (as determined by the minimum front, side, or rear yard setback) which any building shall be located from a property line or existing street right-of-way line.

BUILDING, PRINCIPAL. A building which the main or principal use is conducted on the lot on which said building is located. For purposes of the off-street parking requirements specified in this ordinance, a principal building is any building actually constructed, or the construction of which was started, prior to the adoption of this ordinance.

BUILDING. Any structure, either temporary or permanent, having a roof supported by columns, walls, or any other supports, which is used for the purpose of housing, sheltering, storing, or enclosing persons, animals, or personal property, or carrying on business activities. This definition includes but is not limited to: mobile homes, tents, sheds, garages, greenhouses, and other accessory structures.

BULLETIN OR MENU BOARDS. *Printed or handwritten messages that announce an event held on the premises or sample restaurant menus attached to a bulletin board in a weatherproof enclosure.*

BUSINESS CENTER. A group of four or more contiguous businesses sharing common private parking and entrance facilities; a single building with three (3) or more tenants; a single building with multiple uses or aspects to its trade; a "plaza" type use with three (3) or more tenants; or an industrial subdivision developed as a planned complex.

Section 2.04 Definitions Beginning with the Letter "C":

CANOPY. A horizontal, roof-like shelter or structure the same as an awning, except that it is attached to a building and may be suspended, cantilevered, or pole-supported, but cannot be periodically retracted.

CANOPY SIGN. A sign that is part of or attached to the surface of a canopy.

CARPORT. A partially open structure intended to shelter one or more vehicles. Such structures shall comply with all yard requirements applicable to garages.

CELLAR. See definition of basement.

CEMETERY. Property, including mausoleums, and/or columbaria, used or intended to be used solely for the perpetual interment of deceased human beings or customary domestic pets.

CHANGEABLE-MESSAGE AREA. That portion of a sign that displays characters, letters, or illustrations that can be changed or rearranged without altering the face or surface of the sign. The changeable-message area shall be in a subordinate location to the fixed-message area and shall not have a white or yellow background.

CHANGEABLE MESSAGE SIGN. A sign which identifies an institution, business or organization on the premises of which it is located, and which contains the name of the institution, business or organization, or names of individuals connected with it, and general announcements of events, activities, products, prices or similar information occurring or available on the premises.

CHILD DAY CARE FACILITIES. The following definitions shall apply in the construction and application of this Ordinance:

- a. **Child Family Day Care Home.** A private home in which one (1) but not more than six (6) minor 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.
- 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 definition for Place of Public Assembly.

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.

COMMERCIAL SIGN. Any sign that identifies, advertises, or directs attention to a business or is intended to induce the purchase of goods, property, or services.

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.

COMMUNICATION TOWER. A radio, telephone or television relay structure of skeleton framework, attached directly to the ground or to another structure, used for the transmission or reception of radio, television, microwave, or any other form of telecommunications signals.

COMMUNITY BANNER. *A temporary banner erected over a City right-of-way, with approval by the City, identifying an event for public purpose.*

COMMUNITY EVENT. *A charitable, educational, or public event.*

COMMUNITY-SERVICE SIGN. *A temporary sign that identifies non-profit associations or corporations, including service clubs.*

CONDOMINIUM PROJECT. Means a plan or project consisting of not less than two (2) condominium units if established and approved in conformance with the Condominium Act (Act 59, 1978).

CONDOMINIUM SUBDIVISION PLAN. The drawings attached to the master deed for a condominium subdivision which describes the size, location, area, horizontal and vertical boundaries and volume of each condominium unit contained in the condominium subdivision, as well as the nature, location and size of common elements.

CONDOMINIUM SUBDIVISION. A division of land on the basis of condominium ownership, which is not subject to the provisions of the Subdivision Control Act of 1967, Public Act 288 of 1967, as amended. Any "condominium unit", or portion thereof, consisting of vacant land shall be equivalent to the term "lot" for the purposes of determining compliance of a condominium subdivision with the provisions of this ordinance pertaining to minimum lot size, minimum lot width, and maximum lot coverage.

CONDOMINIUM UNIT. Means that portion of a condominium project designed and intended for separate ownership and use, as described in the master deed, regardless of whether it is intended for residential office, industrial, business, recreational use as a time-share unit, or any other type of use. A condominium unit may consist of either vacant land or space which either encloses or is enclosed by a building structure. Dockominiums are a condominium unit but as a structure on the waterfront are not subject to the building setback and lot coverage requirements of this Ordinance. (Also see Section 16.24 Condominiums)

CONSERVATION AREA, PUBLIC OR PRIVATE. Any parcel or area of undeveloped land, including but not limited to wetlands, sand dunes, parks and forest, conserved in its natural state for perpetuity through deeds or other legal means.

CONSTRUCTION SIGN. *A temporary, free-standing or wall sign erected on property to advise the public of the design, construction, location, management, financing, and/or leasing of a building or buildings under construction or renovation.*

CONTRACTOR ESTABLISHMENT: Any land or buildings used primarily for the storage of equipment, vehicles, machinery, building materials, paints, pipe, or electrical components used by the owner or occupant of the premises in the conduct of any building trades or building craft.

CONVALESCENT OR NURSING HOME. A state licensed facility for the care of children, of the aged or infirm, or a place of rest for those suffering bodily disorders. Said home shall conform and qualify for license under State law even through State law has different size regulations.

COURT. An open space that may or may not have street access, and around which is arranged a single building or group of related buildings.

CUL-DE-SAC A cul-de-sac is a public street or private road which is open only at one end with provision for a practical turn-around meeting minimum Allegan County Road Commission standards.

Section 2.05 Definitions Beginning with the Letter "D":

dBA. A measurement for sound pressure or the relative loudness of sound in decibels as measured on a sound level meter using the A-weighting network. A decibel (dB) is a unit for measuring the volume of a sound equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals (20 micronewtons per square meter). All sound measurements shall be made on a sound level meter which meets American National Standards Institute (ANSI) specifications S1.4-1983; S1.4A-1985 or successor documents for type I or type II equipment. The sound level meter must include a peak/hold circuit when measuring impulsive sound.

DECK. An unroofed structure used for outdoor living purposes which may or may not be attached to a building and which protrudes more than four (4) inches above the finished grade.

DEED RESTRICTION. A restriction on the use of a lot or parcel of land that is set forth in the deed and recorded with the County Register of Deeds. It is binding on subsequent owners and is sometimes also known as a restrictive covenant. Unless the City has an ownership interest in the property, a deed restriction is enforced by the parties to the agreement, not by the City.

DENSITY. The number of dwelling units expressed in units per acre of land.

DIRECTIONAL SIGN. A sign that directs the location of or route to a use or occupancy.

DIRECTORY SIGN. A sign that displays the names and locations of at least five (5) businesses, as well as the locations of related customer-convenience services and facilities.

DWELLING, MULTIPLE FAMILY. A building or portion thereof, used or designed for use, by three (3) or more families living independently of each other. This definition does not include mobile homes, single family dwellings or two family dwellings.

DWELLING, ONE (SINGLE) FAMILY. A building exclusively for use by one (1) family which is entirely surrounded by open space or yards on the same lot.

DWELLING, TWO FAMILY. A building used or designed for use exclusively by two families living independently of each other and each doing their own cooking in separate dwelling units. It may also be termed a duplex.

DYNAMIC DISPLAY. Any characteristics of a sign that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LCD or other monitors, LED lights manipulated through digital input, "digital ink" or any other method or technology that allows the sign face to present a series of images or displays.

Section 2.06 Definitions Beginning with the Letter "E":

EARTH SHELTERED DWELLING. A dwelling which is substantially or entirely below natural grade or the natural grade is altered to partially or substantially cover the structure usually for energy conservation purposes. It does not mean a home established in a basement without a first or second story which is not a permitted dwelling unit.

EASEMENT. A grant of one or more of the property rights by a property owner to and/or for use by the public, or another person or entity.

ENVIRONMENTAL ASSESSMENT: An Environmental Assessment means a summary review of the environmental impacts of a project.

ERECTED. The word erected includes built, constructed, reconstructed, moved upon, or any physical operations on the premises required for the building. Excavations, fill, drainage, and the like, shall be considered a part of erection when done in conjunction with a structure.

ESSENTIAL PUBLIC SERVICES. The erection, construction, alteration or maintenance by public utilities or municipal departments or commissions of underground or overhead telephone, gas, electrical, steam or water transmission, or distribution system, collection, communication, supply or disposal system (including poles, wires, cable television, mains, drains, sewers, pipes, conduits,

cables, fire alarm boxes, police call boxes, traffic signals, hydrants, and other similar equipment and accessories in connection therewith, but excluding electric transmission or communication towers, electric substations, telephone substations, gas regulator stations or other utility or public services buildings) reasonably necessary for the furnishing and adequate service by such public utilities or municipal departments or commissions for the public health, safety or general welfare.

EXCAVATION. Any breaking of ground, except common household gardening, general farming and ground care.

EXTERIOR-BUSINESS SIGN. A sign located outside a building.

EXTERNALLY ILLUMINATED SIGN. A sign that is illuminated by a light source that is outside the face of the sign.

Section 2.07 Definitions Beginning with the Letter "F":

FAMILY An individual or a collective number of individuals living together in one dwelling as a single housekeeping and cooking unit, whose relationship is of a permanent and distinct domestic character. However, this shall not include any society, club, fraternity, sorority, association, lodge, combine, federation, group, coterie, occupants of a counseling house, lodging house or hotel, or organization which is not a recognized religious order.

FARM IMPLEMENT DEALERS. Establishments selling, renting, or repairing agricultural machinery, equipment, and supplies for use in soil preparation and maintenance, the planting and harvesting of crops, and other operations and processes pertaining to farming.

FARM MARKET. A permanent commercial building or structure primarily engaged in the sale of seasonal agricultural produce (seed, fruits, vegetables), nursery stock, and garden or pet supplies. Goods are primarily produced off-site and trucked into the establishment for retail sale. A farm market is not a roadside stand.

FENCE. An accessory structure commonly used as a barrier to limit property ingress or egress, screen from objectionable vista, noise, lights, and/or for decorative use.

FILLING. The depositing or dumping of any matter into or onto the ground.

FIXED-MESSAGE AREA. That portion of a permitted sign that is used for a permanent message, such as the name of a business or organization, or its principal service or product.

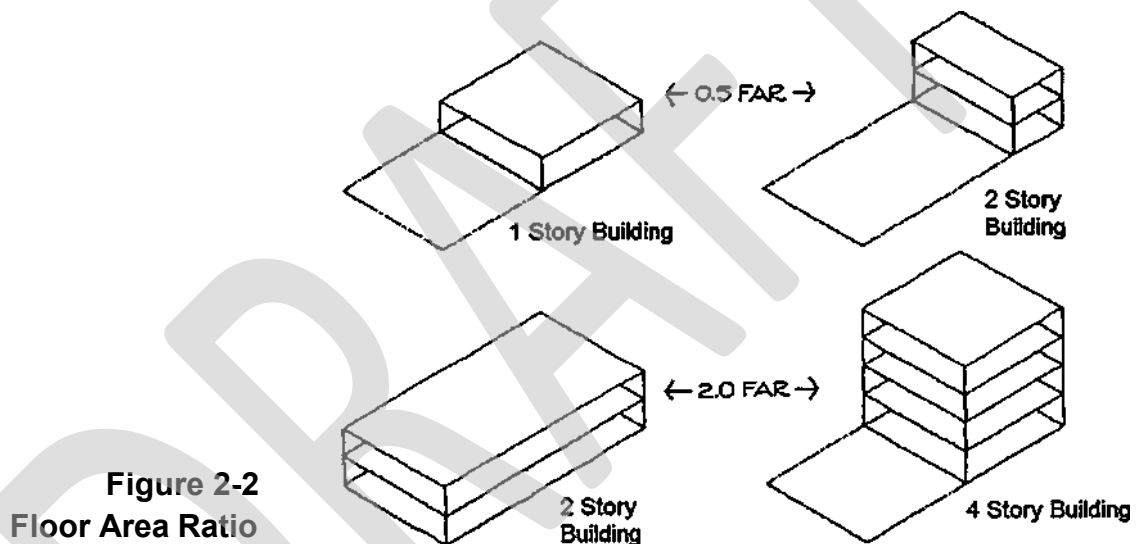
FLAG. A sign made of fabric or other natural, synthetic, or plastic materials having a distinctive size, color and design used as a symbol or emblem generally displayed or mounted on a pole.

FLASHING SIGN. Any lighted or electrical sign which gives out light or varying intensities of light in sudden, intermittent bursts.

FLOOD HAZARD AREA OR FLOODPLAIN. That area subject to flooding, on the average of at least once in every hundred years as established by the Federal Emergency Management Agency.

FLOOR AREA, GROSS. The sum of all gross horizontal areas of all floors of a building or buildings, measured from the outside dimensions of the outside face of the outside wall. Unenclosed and uncovered porches, court yards, or patios shall not be considered as part of the gross area.

FLOOR AREA RATIO: The total floor area of all buildings or structures on a lot divided by the net area of said lot. (See Figure 2-2)



FLOOR AREA, USABLE. For the purposes of computing parking requirements, usable floor area shall be considered as that area to be used for the sale of merchandise or services, or for use to serve patrons, clients, or customers. Such floor area which is used or intended to be used principally for the storage or processing of merchandise, hallways, stairways, basements and elevator shafts, or for restrooms and janitorial service rooms, shall be excluded from this computation of usable floor area. Usable floor area shall be measured from the interior faces of the exterior walls, and total usable floor area for a building shall include the sum of the usable floor area for all floors.

FLOWER SHOP. Retail business whose principal activity is the selling of plants and/or floral materials which are not grown on the site and which conduct business within an enclosed building.

FOOTING. That portion of the foundation of a structure which spreads and transmits loads directly to the soil or the pilings.

FREE-STANDING SIGN OR GROUND SIGN. A non-portable sign supported by permanent uprights or supports in the ground advertising the name of the establishment and/or goods and services available on the lot which is not attached to the principal or an accessory structure; it includes ground support and pylon signs.

FREIGHT YARDS AND TRUCK TERMINALS. A facility for freight pick-up and/or distribution; may include intermodal distribution facilities for truck, rail and shipping transport.

FRONTAGE, LOT. The total continuous length of the front lot line.

FUNERAL HOME. A building used for human funeral services and may include facilities for embalming, performance of autopsies or other similar surgical procedures, or storage of funeral caskets and funeral urns, and funeral vehicles.

Section 2.08 Definitions Beginning with the Letter "G":

GARAGE. A building or structure, or part thereof, used or intended to be used for the parking and storage of vehicles, usually automobiles. When associated with a private residence, it is an accessory structure unless attached to the principal structure by means of connecting walls and roof or a common party wall.

GAS STATION - An establishment offering retail sales of motor vehicle fuels, oil and lubricants and may also offer minor vehicle repair and service such as replacement of tires, batteries, mufflers, brakes or starters; oil changes and engine tune ups.

GOLF COURSE/COUNTRY CLUB. Means any golf course, public or private, where the game of golf is played, including accessory uses and buildings customary thereto, but excluding golf driving ranges as a principal use.

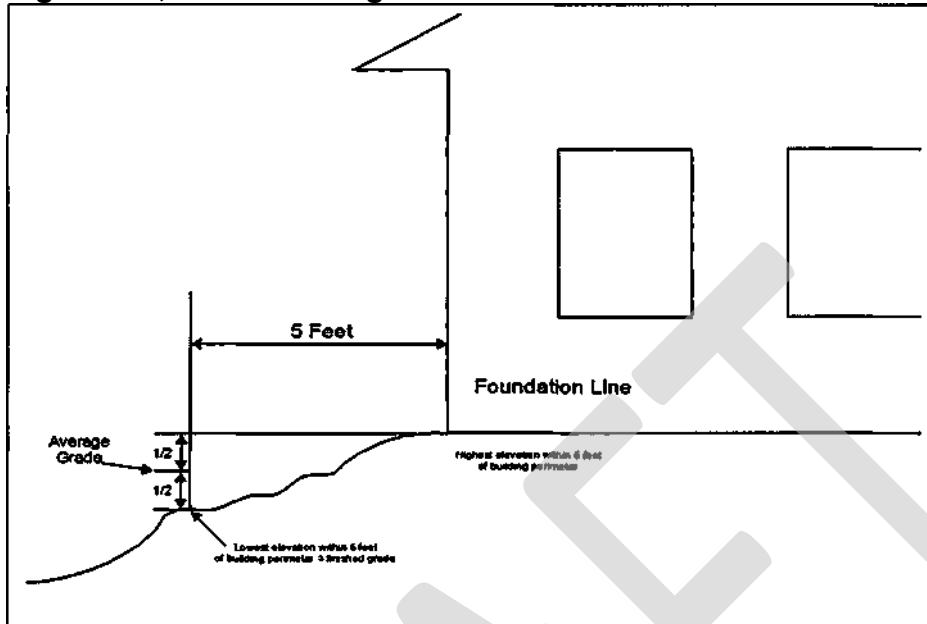
GRADE, AVERAGE. The arithmetic average of the lowest and highest finished grade elevations in an area within five (5) feet of the foundation line of a building or structure (see Figure 2-3).

GRADE, FINISHED. The lowest point of elevation between the exterior wall of the structure and a line five (5) feet from the exterior wall of the structure when the structure is completed.

GRADE, NATURAL. The elevation of the ground surface in its natural state, before man-made alterations.

GRAPHICS. Including, but not limited to, any mosaic, mural, painting, or graphic-art technique constructed, molded, painted, etched, or otherwise placed onto a building or structure.

Figure 2-3, Grade Average



GREENHOUSE. A facility, typically an enclosure, used for the cultivation of plants, wherein the growing, wholesaling and/or retailing of plant materials is the principal commercial use.

GROUND SUPPORT SIGN. A sign supported by upright(s) in the ground surface. See definition for Free-Standing Sign or Ground Sign.

GROUND-FLOOR WALL AREA. For purposes of this Ordinance, the ground-floor wall area is the width of the wall multiplied by an assumed standard ground-floor height of twelve (12) feet on the wall that the sign is placed, if there is a setback or variation in the building wall, the width of the wall section upon which the sign is placed is what should be used to calculate the allowable ground floor area. In no case can the total sign areas combined exceed what is allowed on the longest wall, nor can the dimensions of the longest wall be used for sign area allowance on a shorter wall.

Section 2.09 Definitions Beginning with the Letter "H":

HAZARDOUS SUBSTANCE. Means one or more of the following:

- a. A chemical or other material which is or may become injurious to the public health, safety, or welfare or to the environment.
- b. "Hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Public Law 96-510, 94 Stat. 2767.
- c. "Hazardous waste" as defined in the Hazardous Waste Management Act, Act No. 64 of the Public Acts of 1979, being sections 299.501 to 299.551

HEIGHT, SIGN OR SIGN STRUCTURE. The vertical distance of a sign measured from the average finished grade level within ten (10) feet of the horizontal limits of the sign structure to the top of the sign structure, including any framework.

HIGHWAY ORIENTED SIGN. Any sign pertaining to a business which derives most of its business from the highway motorist.

HISTORIC SIGN. A sign located on a building or site that is determined by the City's Planning Commission to be of historic merit and significance and is an integral element to the historic character of the building or site. Particular consideration shall be given to historic signs on buildings that are listed on the National Register of Historic Places.

HOME OCCUPATION: Any occupation, profession or activity carried out for gain by a resident and conducted as a customary, incidental, and accessory use in the resident's dwelling unit.

HOME OCCUPATION, MAJOR: A Home Occupation as defined herein that may be apparent to neighbors by virtue of activities on site, signage, outdoor storage or modifications to structures or grounds.

HOME OCCUPATION, MINOR: A Home Occupation as defined herein that, under normal circumstance, is not apparent to neighbors.

HOTEL. A facility offering transient lodging accommodations on a daily rate to the general public and may provide additional services, such as standard restaurants, meeting rooms, and recreational facilities.

Section 2.10 Definitions Beginning with the Letter "I":

IDENTITY SIGN. Any sign which carries only the name of the firm, the major enterprise or the principal product offered for sale on the premises, or a combination of these.

IMPERVIOUS SURFACE. Any material that prevents the absorption of storm water into the ground.

ILLUMINATED SIGN. Any sign that has characters, letters, figures, or designs, illuminated by electric lights or luminous tubes as part of the sign.

INDUSTRIAL PARK. A planned coordinated development of a tract of land with two or more separate industrial buildings. Such development is planned, designed, constructed and managed on an integrated and coordinated basis with special attention given to on-site vehicular circulation, parking, utility needs, building design, orientation, and open space.

INOPERABLE OR ABANDONED MOTOR VEHICLE. Any wheeled vehicle which is self-propelled and intended to be self-propelled, and which by reason of dismantling, disrepair, not currently licensed, or other cause is incapable of being propelled under its own power.

INTERACTIVE SIGN. A sign mounted on a building wall, structure, or in a window that is interactive or utilizes touch screens to relay the sign message and is accessed or manipulated from the public right-of-way.

INTERNALLY-ILLUMINATED SIGN. A sign that is lighted by a source inside the sign face, behind the sign face, or otherwise back-lighting the sign face or message. Only letters, numerals, and logos may be of translucent material to allow internal lighting to reveal the message of the sign. The background shall be opaque. Individual internally-illuminated letters, commonly known as channel signs or dimensional lettering, are permitted.

Section 2.11 Definitions Beginning with the Letter "J":

JUNK. For the purpose of this Ordinance the term junk shall mean any motor vehicles, machinery, appliances, products, or merchandise with parts missing or scrap metals or other trash, rubbish, refuse or scrap materials that are damaged or deteriorated, except if in a completely enclosed building. It includes any inoperable or abandoned motor vehicle which is not licensed for use upon the highways of the State of Michigan for a period in excess of thirty (30) days and shall also include whether so licensed or not, any motor vehicle which is inoperative for any reason for a period in excess of thirty (30) days and which is not in a completely enclosed building. It does not include domestic refuse if stored so as to not create a nuisance and is thirty (30) feet or more from any residential structure for a period not to exceed seven (7) days. It also includes any other material so determined to be litter pursuant to other City Ordinances.

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.

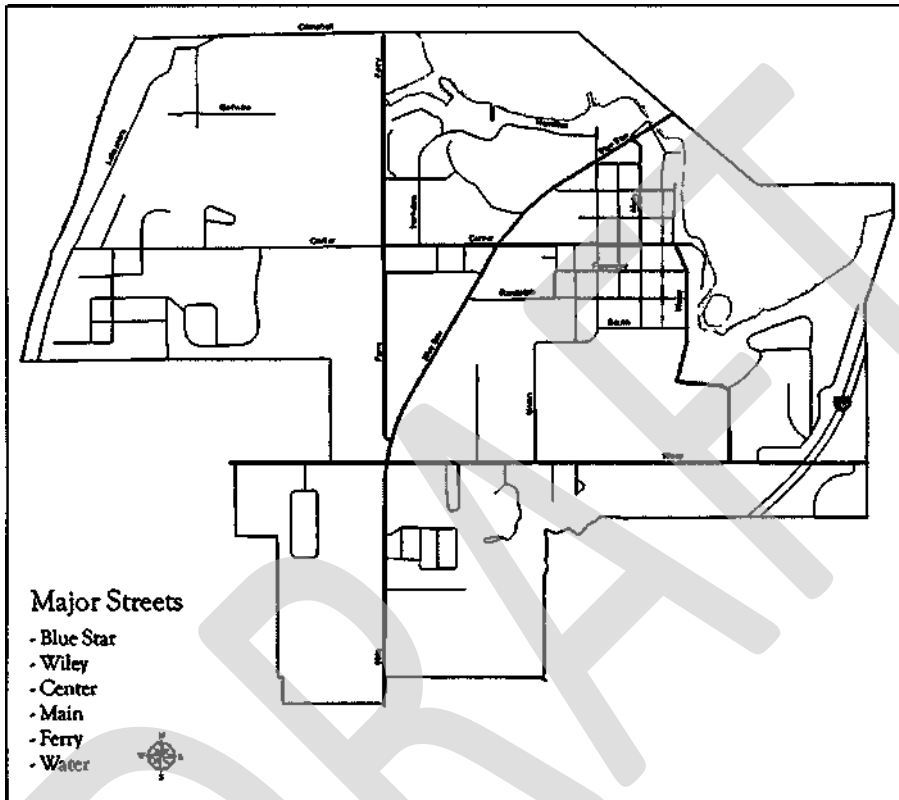
Section 2.13 Definitions Beginning with the Letter "L":

LARA. The Michigan Department of Licensing and Regulatory Affairs

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



MANSARD. A roof having two (2) slopes with the lower slope much steeper than the upper slope. The lower slope is oriented on a vertical axis and therefore is visible as a part of the building facade. The mansard cap is a version of this roof that often is applied to only one facade on the building, particularly one-story commercial structures. Fascia roofs and Parapet walls shall be regulated as a mansard for purposes of this Ordinance.

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.

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.

MARQUEE. *A specialized, fixed or retractable fabric-covered awning or rigid framework shelter supported by permanent ground posts and attached to extend and project over the entrance of a business or building.*

MARQUEE SIGN. *Any sign attached to or hung from a marquee or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line.*

MASTER DEED. The document recorded as part of a condominium subdivision to

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 charge is made therefore, together with any building, structure, enclosure, street, equipment, or facility used or intended for use incident to the occupancy of a mobile home and which is not intended for use as a temporary trailer park, or temporary recreation vehicle park.

MOBILE HOME SITE: The entire area which is designated for use by a specific mobile home.

MODULAR HOME. A dwelling which consists of prefabricated units transported to the site on a removable undercarriage or flat-bed and assembled for permanent location on the lot.

***MONUMENT SIGN.** A sign where the base of the sign structure is on the ground or a maximum of twelve (12) inches above the adjacent grade.*

MOTEL. A building or group of detached or connected buildings designed or used primarily for providing sleeping accommodations for automobile travelers and generally having a parking space adjacent to or near to a sleeping room. An automobile court or a tourist court with more than one unit or a motor lodge shall be deemed a motel.

MOTOR HOME. A self-propelled, licensed vehicle prefabricated on its own chassis, intended for recreational activities.

MOTOR LODGE. See motel.

MOVIE THEATER. A specialized theater for showing movies or motion pictures.

MOVING SIGN. A sign that physically moves or has the appearance of moving.

MUSEUM. A business or a non-profit entity devoted to the historic nature of the area and/or to the procurement, care, study and display of objects of lasting interest or value.

Section 2.15 Definitions Beginning with the Letter "N":

NATURAL VEGETATION STRIP. A strip of land preserved in natural state and left undisturbed with natural vegetation and soil to prevent erosion, protect shorelines, and preserve habitat of native plant and animal life.

NEIGHBORHOOD PARK. An open area, usually created as part of a subdivision or planned unit development, including at a minimum, lawn area, trees, shrubbery, walks, and benches and often including a focal point such as a fountain or statue, sandbox, playground equipment, ball field, basketball or tennis court or similar

recreation area, depending on the size and relationship to adjacent uses.

NEON SIGN. A sign constructed of thin, visible, molded tubes containing a gas for illumination.

NONCOMMERCIAL SIGN. A sign that is not related to or connected with trade or commerce in general.

NONCONFORMING LOT OF RECORD (SUBSTANDARD LOT). A lot lawfully existing at the effective date of this Ordinance, or affecting amendment, and which fails to meet the area and/or dimensional requirements of the zoning district in which it is located.

NONCONFORMING SIGN. Any sign that does not conform to the requirements of this Ordinance.

NONCONFORMING STRUCTURE. A structure, or portion thereof, lawfully existing at the effective date of this Ordinance, or affecting amendment, and which fails to meet the requirements of the zoning district in which it is located.

NONCONFORMING USE. A use lawfully existing in a building or on land at the effective date of this Ordinance, or affecting amendment, and which fails to conform to the use regulations of the zoning district in which it is located.

NUISANCE. Is an offensive, annoying, unpleasant, or obnoxious thing or practice, a cause or source of annoyance, especially a continuing or repeated invasion of any physical characteristics of activity or use across a property line which can be perceived by or affects a human being, or the generation of an excessive or concentrated movement of people or things including but not limited to:

- a. noise;
- b. dust;
- c. smoke;
- d. odor;
- e. glare;
- f. fumes;
- g. flashes;
- h. vibration;
- i. objectionable effluent;
- j. noise of a congregation of people, particularly at night;
- k. passing traffic;
- l. invasion of street frontage by traffic generated from an adjacent land use which lacks sufficient parking and circulation facilities; or
- m. storm water runoff.

Section 2.16 Definitions Beginning with the Letter "O":

OCCUPANCY, CERTIFICATE OF. A document signed by the Zoning Administrator as a condition precedent to the commencement of a use or change in use or the

construction/reconstruction of a structure or building which acknowledges that such use, structure or building complies with the provisions of this Ordinance.

OFFICE BUILDING. A building used primarily for offices that may include ancillary services for office workers, such as a restaurant, coffee shop, or newspaper stand.

OFF-PREMISE SIGN. Any sign other than on-premises signs located on property that displays a message pertaining to a business, service, good, activity or profession that is not located on the same property as the sign.

OFF-STREET. Not within the right-of-way of a street or private road, and on the lot or premises.

ON-PREMISE SIGN. A sign with a message that relates to or advertises a business, services, goods, activity, facilities, events, attractions, or profession lawfully being conducted, sold, or offered on the same premises where the sign or signs are located.

OPAQUE. A level of illumination measured directly on the surface of an interior lit sign that does not exceed three (3) foot candles.

OPEN AIR BUSINESS. A business including the sales or display of retail merchandise or services outside of a permanent structure.

OPEN SPACE, COMMON. Open space which is held for the collective use and enjoyment of the owners, tenants, or occupants of a single development.

OPEN SPACE, DEDICATED. Common open space dedicated as a permanent recorded easement.

ORDINARY HIGH WATER MARK. The line between upland and bottomland which persists through successive changes in water levels below which the presence and action of the water is so common or recurrent that the character of the land is marked distinctly from the upland and is apparent in the soil itself, the configuration of the surface of the soil, and the vegetation. This elevation shall be expressed in N.G.V.D. 29 datum.

OUTDOOR PUBLIC RECREATION. A public park or other publicly owned tract of land, designated and used by the public for active and passive recreation. Generally is larger than a neighborhood park and has more active recreation than a neighborhood park and may have an area for parking. See definitions of Park and Neighborhood Park.

OUTLOT. A parcel of land within a recorded plat, PUD or condominium project that is set aside for purposes other than a building site such as a future street, or a park.

OVERHANGING SIGN. A fixed-message sign that is affixed to any part of a building (but not as a marquee), where the sign surface is perpendicular to the building wall, and the

sign is oriented toward viewing by vehicular traffic. Such signs are distinguished from projecting nameplates/signs based upon restrictions in size and height, and the type of zoning districts in which they are permitted.

OWNER. The owner of the premises or lesser estate in the premises, a mortgagee or vendee in possession, an assignee of rents, receiver, executor, trustee, leasee, or any other person, sole proprietorship, partnership, association, or corporation directly or indirectly in control of a building, structure, or real property, or his or her duly authorized agent.

Section 2.17 Definitions Beginning with the Letter "P":

PARAPET WALL. That portion of a wall extending above the roof line.

PARCEL. A lot described by metes and bounds or described in a recorded plat.

PARK. A parcel of land, building or structure used for recreational purposes including but not limited to playgrounds, sport fields, game courts, beaches, trails, picnicking areas, and leisure time activities.

PARKING AREA, OFF-STREET. A land surface or facility providing vehicular parking spaces off of a street along with adequate drives and aisles for 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.

PENNANTS, SPINNERS, AND STREAMERS. A small, often triangular, tapering flag, wheel, or article of material used in multitudes and mounted-to or suspended from a device, rope, wire, or string as designed to move with the wind in a free- flying manner as a to call attention to a land use or activity.

PERMANENT SIGN. A sign of a durable material anchored or secured to a building, accessory structure, or the ground, that is not temporary and has a vertical sign face.

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.

POLITICAL EVENT SIGN. *A temporary, unattended exempt sign pertaining to an official city, school district, county, state, or federal election or referendum.*

PORTABLE SIGN. *A sign not permanently affixed, anchored, or secured to the ground or to a structure, including trailered signs, tripods, menu and sandwich- board signs.*

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.

PROJECTING NAMEPLATE OR SIGN. A fixed-message sign other than a flat wall sign typically indicating the name of a residence or business, which projects from and is anchored to and supported by the building or structure, perpendicular to the wall and oriented toward pedestrians in size and location.

PROMOTIONAL FLAG OR EVENT SIGN. A temporary off-premises sign, including banners and scoopers in districts zoned for commercial uses, implanted in a yard or curb lawn area advertising short-term sales, promotions, and other non-commercial community or private events.

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.

PUBLIC WATER COURSE. A stream or creek which may or may not be serving as a drain as defined by Act 40 of Public Acts of 1956, as amended, being Sections

280.1 to 280.623 of the Compiled Laws of 1948: or any body of water which has definite banks, a bed and visible evidence of a continued flow or occurrence of water.

PYLON SIGN. A display sign supported by an upright in the ground surface. See definition for Free-Standing Sign or Ground Sign.

Section 2.18 Definitions Beginning with the letter "Q"

QUALIFYING PATIENT. A person who has obtained a valid registration card from the Michigan Department of Licensing and Regulatory Affairs allowing them to possess and purchase medical marijuana.

Section 2.19 Definitions Beginning with the Letter "R":

REAL ESTATE SIGN. A temporary sign placed upon property advertising that the particular property is for sale, lease, or rent.

RECREATION. The refreshment of body and mind through forms of play, amusement or relaxation. The recreational experience may be active, such as boating, fishing and swimming, or may be passive, such as enjoying the natural surroundings of the shoreline or its wildlife.

RECREATION FACILITY, COMMERCIAL. Any establishment whose main purpose is to provide the general public with an amusing or entertaining activity and where tickets are sold or fees are collected for the activity. Includes, but not limited to, skating rinks, water slides, miniature golf courses, arcades, bowling alleys, and billiard halls, but not movie theaters.

RECREATION VEHICLE. A vehicle primarily designed and used for recreational, camping, or travel purposes, including a vehicle having its own motor power or a vehicle mounted on or drawn by another vehicle. (Act 96, Michigan Public Acts of 1987, as amended).

RELIGIOUS FACILITY OR RELIGIOUS BUILDING. A building, or buildings, the primary use of which is regular assembly of persons for religious worship or services, together with accessory uses including one single family dwelling. See definition of Place of Public Assembly.

REMOVABLE SIGN. A temporary sign that shall be removed at the end of business hours.

RESORT. A facility for transient guests where the primary attraction is general recreational features or activities.

RESIDENTIAL EVENT SIGN. A sign located in a district zoned for residential uses, identifying a permissible event at a residence, such as a garage sale, yard sale, birthday party, etc..

RESTAURANT, STANDARD. Standard restaurants, clubs, and other establishments which provide food or drink for consumption by persons seated within a building that is not part of a drive-in, or drive-through, and may also provide dancing and entertainment. Additionally defined as a business establishment whose principal business is the selling of unpackaged food and beverages, including liquor, to the customer in a ready to consume state, in individual servings, or in non-disposable containers, and where the customer consumes these foods while seated at a table or counters located on the premises. This includes Cafes, Tea rooms and outdoor cafes.

RESTAURANT, DRIVE-IN. A retail outlet where food or beverages are sold to a substantial extent for consumption by customers in parked motor vehicles, regardless of whether or not is also serves prepared food and/or beverages to customers who are not in motor vehicles, for consumption either on or off the premises.

RESTAURANT, FAST-FOOD. An establishment that offers quick food service, in ready to consume individual servings, for consumption either within the restaurant building or for carry out. This service is accomplished through a limited menu of items already prepared and held for service, or prepared, fried, or grilled quickly, or heated in a device such as a microwave oven. Orders are not generally taken at the customers table and food is generally served in disposable wrapping or containers. This facility is not considered a drive-through facility.

RIGHT-OF-WAY. A public street, alley or other thoroughfare or easement permanently established for passage of persons or vehicles.

ROOF SIGN. A sign located on, mounted to or above the roof and/or the eaves of any building.

Section 2.20 Definitions Beginning with the Letter "S":

SANDWICH-BOARD SIGN. A professionally designed, custom-constructed portable sign, also known as a "tent" sign, that is displayed seasonally and temporarily at a storefront.

SATELLITE DISH ANTENNA. See City Ordinance #107.

SECURE TRANSPORTER. A person who operates as a "secure transporter" as defined in the MMFLA or a "Marihuana secure transporter" as defined in the MRTMA or as both at the same location under common ownership.

SCHOOL. An educational institution under the sponsorship of a private or public agency providing elementary, secondary curriculum, or post-secondary education and accredited or licensed by the State of Michigan; but excluding profit-making private trade or commercial schools.

SCREENING: A method of visually shielding or obscuring an abutting or nearby use or structure from another by fencing, walls, berms, or densely planted vegetation.

2. Activities between male and female persons and/or persons of the same or opposite sex when one or more of the persons is in a state of nudity or semi nudity.

SHOWROOM. An indoor arrangement of objects, items, products, or other materials, typically not in a fixed position and capable of rearrangement, designed and used for the purpose of advertising a business, product or service.

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, writing, lettering/letters, parts of letters, figures, numerals, design(s), pictorial representation, illustration, decoration, emblem, symbol, trade names, trademark, phrases, sentences, emblems, marks, or devices -illuminating or otherwise, and any combination thereof, intended to attract attention to or make known any place, subject, person, firm, corporation, performance, article, machine, or merchandise whatsoever; painted, printed, or constructed and displayed in any manner whatsoever out-of-doors for recognized advertising or identification purposes of an individual, a firm, an association, a profession, a business, a commodity or product, which are visible from any street and/or within three (3) feet of a window interior that attracts attention to the subject thereof is written, printed, painted, projected, constructed, illuminated. If any building, parcel of land, structure-whether supporting a sign or otherwise, in whole or in part is used as or has the characteristics of a sign (providing means for identification, advertisement, announcement, expression, or decoration) and is visible from a street, right-of-way, sidewalk, alley, park, or other public property placed or displayed upon, it shall be considered a sign.

SIGN AREA. The entire sign area, in square feet, within a circle, triangle, or parallelogram or other shaped sign face enclosing the extreme limits and maximum dimensions of the advertising representation, emblem or any figure of similar character, together with sign components including any frame or other material or other color or open spaces or voids forming an integral part of the display used to differentiate such sign from the background against which it is placed, excluding the necessary supports or uprights on which such sign is placed.

1. *Where a sign has two (2) or more faces, the area of all faces shall be included in determining the area of the sign, except that where two (2) such faces are placed back to back and are at no point more than two (2) feet from another, the area of the sign shall be taken as the area of one (1) face, if the two (2) faces are of equal area or the area of the larger face if the two (2) faces are of unequal area.*
2. *Where a sign consists solely of lettering painted on a wall, awning, canopy, or roof, any blank area which is more than ten percent (10%) of the area of the sign as otherwise computed shall be disregarded.*
3. *In the case of a sign with letters individually mounted to a wall, the total surface*

area shall be measured by multiplying the horizontal distance between the outer edges of the two (2) furthestmost letters by the maximum vertical height of any letters in the sign.

SIGN FACE. The portion of a sign upon, against, or through which the message is displayed.

SIGN HEIGHT. Maximum heights shall be measured from the existing grade or sidewalk to the highest edge of the sign surface or its projecting structure.

SIGN STRUCTURE. The independent supporting framework, including the sign face, if said structure and face has none of the features as described under "Sign", above. Both sides of a sign structure may be used for sign purposes, provided the sides have a one hundred and eighty (180)-degree, back-to-back relationship.

SIGN SUPPORTS OR UPRIGHTS. A non-illuminated structure that is used to brace, support, or hold a free-standing sign. That portion of the sign supports or uprights that exceed in surface area 60% of the total permitted sign area and is visibly parallel to the sign face shall require approval of the Planning Commission.

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 boards to a point, in order to provide additional security.

STOP WORK ORDER. An administrative order which is either posted on the property or mailed to the property owner which directs a person not to continue, or not to allow the continuation of an activity which is in violation of this Ordinance.

STORY. That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between the floor and the ceiling next above it (see Figure 2-1).

STREET. A public thoroughfare which affords the principal means of access to abutting property.

STRUCTURAL CHANGES (OR ALTERATIONS). Any change in the supporting members of a building, such as bearing walls, columns, beams or girders, or any substantial change in the roof or foundation.

STRUCTURE. Anything constructed or erected, the use of which requires a permanent location on the ground or attachment to something having a permanent location on the ground; excepting anything lawfully in a public right-of-way including but not limited to utility poles, sewage pumping stations, utility manholes, fire hydrants, electric transformers, telephone boxes, and related public facilities and utilities defined as essential public services. Items such as a driveway, seawall, or retaining wall are not considered a structure.

STUDIO FOR PERFORMING OR VISUAL ARTS: A facility designed, constructed, or used for instructional, practice or production purposes in graphic and performing arts, including sculpture, painting, music, photography, drama, dance, yoga and other similar pursuits.

SUBDIVISION. The division of a lot, tract, or parcel of land into lots for the purpose, whether immediate or future, of sale or of building development according to the platting requirements of the Land Division Act.

SWIMMING POOL. Means any structure or container located either above or below grade designed to hold water to a depth of greater than twenty-four (24) inches, intended for swimming or bathing.

SWOOPER. *A type of removable sign intended to act as a banner but move as a flag.*

Section 2.21 Definitions Beginning with the Letter "T":

TATTOO OR PIERCING PARLOR: An establishment where tattooing or skin piercing is regularly conducted whether or not it is in exchange for compensation.

TEMPORARY SIGN. A sign not constructed or intended for long term use and which is not permanently affixed to a building, a vehicle, the ground or other structure, including but not limited to, devices such as strings of lights, balloons, flags, search lights, twirling or sandwich signs, sidewalk or curb signs, signs mounted on or affixed to trailers, motorized vehicles, or wheels of any type.

TRADE SCHOOL. A school established to provide for the teaching of industrial, clerical, managerial, or artistic skills, but does not provide a complete educational curriculum for degree seeking students.

TRAILERED SIGN. A temporary or permanent sign mounted on a trailer or other wheeled device.

TRANSPARENCY. The ability to see through with clarity. An opening in the building wall allowing light and views between interior and exterior. Only clear or lightly tinted glass in windows, doors, and display windows shall be considered transparent. Glass Visible Light Transmittance (VLT) shall be not less than seventy (70) percent. Measured as glass area for buildings and as open area for parking structures. For single- and two-family dwellings, entrance doors of any material may be used to meet the transparency requirement for the building wall facing the street.

THEATER. A building or part of a building devoted to showing motion pictures, or for dramatic, dance, musical, or other live performances.

TOWNHOUSES. A row of three or more attached one-family dwellings, in which each dwelling has its own front entrance and rear entrance.

TRI-COMMUNITY COMPREHENSIVE PLAN. A document known as the Tri-Community Comprehensive Plan containing the future development policy and future land use map for the City of Saugatuck, Saugatuck Township and the City of the Village of Douglas, together with supporting documentation, as most recently adopted by the City of the Village of Douglas Planning Commission pursuant to Act 285 of 1931, as amended.

Section 2.22 Definitions Beginning with the letter "U"

UNATTENDED SIGN. any sign that is not hand-held or carried by a person.

Section 2.23 Definitions Beginning with the Letter "V":

VARIANCE. A modification of certain standards of the Zoning Ordinance by the Zoning Board of Appeals; and where such variance will not be contrary to the public interest; and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the Ordinance would result in practical difficulty, or unnecessary hardship.

VEHICLE WASH FACILITY. A building or portion thereof containing facilities for washing automobiles, non-commercial trucks, motorcycles, and other light load vehicles, using a chain conveyor, blower, steam cleaning device, or hand-held device.

VETERINARY CLINIC. Any building or portion of a building designed or used for the care, observation, or treatment of domestic animals.

VICIOUS ANIMAL. Any animal that, without provocation, attacks, bites, or injures human beings or domesticated animals, or which because of temperament, conditioning, or training, has a known propensity to attack, bite, or injure human beings or domesticated animals.

Section 2.24 Definitions Beginning with the Letters "W"

WALL SIGN. A sign affixed directly to or painted on or otherwise inscribed on an exterior wall and confined within the limits thereof of any building and which projects from that surface less than fifteen (15) inches at all points.

WAREHOUSE. See Distribution Center.

WARNING SIGN. Any sign that alerts persons to safety hazards or potential hazards.

WHOLESALE FACILITY. An establishment or place of business primarily engaged in selling and/or distributing merchandise to retailers; to industrial, commercial, institutional, or professional business users, or to other wholesalers; or acting as agents or grocers and buying merchandise for, or selling merchandise to, such individuals or companies. This is not considered a general commercial use.

WILD ANIMAL. Any living member of the animal kingdom, including those born or raised in captivity and any hybrid that is part wild, except the following: human beings, domestic dogs, domestic cats, rodents, and captive-bred species of common cage birds.

WIND ENERGY CONVERSION SYSTEM. A windmill or a wind energy conversion system shall mean all of the following:

- a. A mill or machine operated by wind acting on oblique vanes or sails that radiate from a shaft;
- b. A surface area, either variable or fixed, for utilizing the wind for electrical or mechanical power;

- c. A shaft, gearing, belt, or coupling utilized to convey the rotation of the surface areas into a form suitable for driving a generator, alternator, or other mechanical or electricity producing device;
- d. The generator, alternator, or other device to convert the mechanical energy of the surface area into electrical energy;
- e. The tower, pylon, or other structure upon which any, all, or some combination of the above are mounted.

WINDOW AREA. The area of a window as measured by the maximum height and maximum width of the window glass, including glass windows in doors.

WINDOW SIGN. A sign that is either affixed to or within three (3) feet of a door or window interior.

Section 2.25 Definitions Beginning with the letter "X"

Section 2.26 Definitions Beginning with the Letter "Y"

YARD. An open space, on the same lot with a principal building, unoccupied and unobstructed from the ground upward by a building or structure, except as otherwise permitted in this Ordinance and as defined herein (see Figure 2-9):

- a. **FRONT YARD.** An open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the foundation of the principal building. There shall be maintained a front yard on each street side of a corner lot.
- b. **REAR YARD.** An open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the nearest point of the foundation of the principal building. In the case of corner lots, there shall only be one rear yard which shall be determined by the owner.
- c. **SIDE YARD.** An open space between the principal building and the side lot line, extending from the front yard to the rear yard, the width of which is the horizontal distance from the nearest point of the side lot line to the nearest point of the principal building.

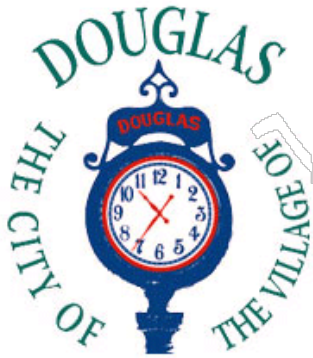
Section 2.27 Definitions Beginning with the letter "Z"

ZONING ADMINISTRATOR. An individual appointed by the City Council to administer this Ordinance.

ZONING DISTRICT. A portion of the City within which specific regulations and requirements, or various combinations thereof apply as provided in this Ordinance.

ZONING PERMIT. A permit signifying compliance with the provisions of this Ordinance as to use, activity, bulk, and density.

MEMORANDUM



To: City Council

From: Nicholas Wikar,
Planning & Zoning Administrator

Date: June 6, 2022

Subject: Ordinance to Amend Chapter 110:
Business Licensing; Establish Mobile Food
Vending Unit Temporary Business License
Classification, Food Truck Permit
(Ordinance 06-2022)

The City of the Village of Douglas City Council shall consider excerpts including Action Plan of the "Our Douglas Vision" Master Plan relevant to food trucks. Implementation Strategies tied to the Downtown Sub Area, Gateway Sub Area, and Douglas Harbor Sub Area intermittently require action by the DDA to recommend policy changes and programming with specific economic development goals and objectives.

The Action Plan tasks the DDA to recommend Council "allow food trucks downtown" as an Economic Revitalization Key Implementation Strategy. Enclosed is a Resolution of the Downtown Development Authority (DDA) approved March 23, 2022, "Recommending Amendment of City Ordinances to Establish Food Truck Temporary Vendor Business Licensing and Temporary Use Permit Classification at Municipal Facilities in the Downtown District."

The Planning and Zoning Administrator has prepared draft amendments to establish reasonable Mobile Food Vending Unit licensing program provisions to regulate and limit the number, frequency, dates/hours of operation, and location of a Food Truck, for review by the City Attorney and consideration by City Council in a second reading and public hearing.

There is limited financial burden associated with legal review, publication, and codification of Ordinance amendments.

It is recommended City Council consider amendment of Chapter 110: Business Licensing, Code of Ordinances, in a public hearing June 20, 2022, to establish Temporary Business License Classification for Mobile Food Vending Unit and Food Truck Permit, for regulation in the City of the Village of Douglas, Michigan.

Goal 2

Douglas will leverage private future development opportunities to enhance public spaces and connectivity.



Objectives

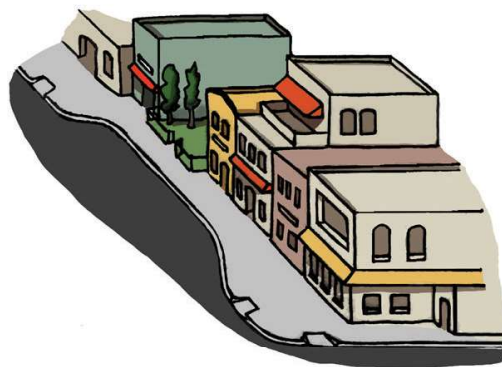
1. Secure a public marina.
2. Improve pedestrian access and walkways along the riverfront and Douglas Harbor.
3. Expand current Beach to Bayou development of the trail and the uses adjacent to the trail.
4. Provide a connected loop from the Beach to Bayou trail to Wiley Road and north along Water Street.
5. Create a food truck ordinance that allows for food trucks on City-owned property within the downtown core and in other areas (perhaps Douglas Beach, and city parks) to add vitality and create synergy during times of day and times of the year when options are limited.

Community Elements 31

Recommendations

ECONOMIC REVITALIZATION

- Allow building heights up to three stories (third story step back)
- Implement a form-based code and storefront design requirements
- Less restrictive parking requirements for new buildings
- Allow food trucks downtown
- Consider recessed doorways for future commercial buildings to avoid disrupting pedestrian traffic flow
- Consider pop-up businesses on vacant lots



Action Plan

Action	Key Implementation Tasks	Responsible Agency	Timeframe
Strong Local Economy			
Economic Revitalization	1. Pursue acquisition or work with owners to lease storefronts of vacant or underutilized properties for development or temporary activity space.	City Council, DDA, Planning Commission	Long-Term
	2. Allow food trucks downtown.		Short-Term
	3. Encourage pop-up businesses on vacant lots.		Short-Term
	4. Allow public art exhibits within public property.		Short-Term
	5. Expand parks and recreation offerings as means to attract and retain residents.		Short-Term
Building Use and Design	1. Allow building heights up to three stories (third story set back at least 20')	Planning Commission, City Council	Mid-Term
	2. Update the Zoning Ordinance and implement a form-based code and storefront design requirements		Short-Term
	3. Eliminate parking requirements for new commercial buildings located downtown		Mid-Term
	4. Design recessed doorways for future commercial buildings to improve pedestrian flow		Long-Term
	5. Add focal points at end of streets and alleyways		Mid/Long-Term

Short-Term: 0-6 Months

Mid-Term: 1 year+

Long-Term: Ongoing

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

**RECOMMENDING AMENDMENT OF CITY ORDINANCES
TO ESTABLISH FOOD TRUCK TEMPORARY VENDOR
BUSINESS LICENSING AND TEMPORARY USE PERMIT CLASSIFICATION
AT MUNICIPAL FACILITIES IN THE DOWNTOWN DISTRICT**

RESOLUTION OFFERED BY: *Joepper* ; AND, AFFIRMED BY: *Laakso*
Sponsor Co-Sponsor

WHEREAS, the City of the Village of Douglas Downtown Development Authority (DDA) maintains an interest in the economic development, vitality, and vibrancy of the Downtown District; and

WHEREAS, the "Our Douglas Vision" Master Plan identifies Economic Development as a Community Element, assessing existing conditions and assigning Goal 2 so that *Douglas will leverage private future development opportunities to enhance public spaces*; and

WHEREAS, the assigned Objective 2.5 therein recommends Douglas *create a food truck ordinance that allows for food trucks on City-owned property within the downtown core ([...]and city parks) to add vitality and create synergy during times of day and times of the year when options are limited*; and

WHEREAS, through engagement in master planning and public participation, the City furthermore developed Implementation Strategies for the Gateway Sub Area, Douglas Harbor Sub Area, and Downtown Sub Area, all located in the Downtown District; and

WHEREAS, the Action Plan therein assigns Economic Revitalization as an action to promote a strong local economy, namely Key Implementation Task 2 to *[a]llow food trucks downtown*; and

NOW THEREFORE BE IT RESOLVED, that the Downtown Development Authority (DDA) of the City of the Village of Douglas hereby recommends action by City Council to amend Chapter 110 of the Code of Ordinances and by the Douglas Planning Commission to amend Section 16.14 Temporary Buildings, Structures and Uses for classification of food truck temporary vendor Business Licensing and Temporary Use Permit at municipal facilities, including Wades Bayou and Beery Field, located in the Downtown District, for regulation to limit total number, frequency (fair access), and hours/dates of operation, annually.

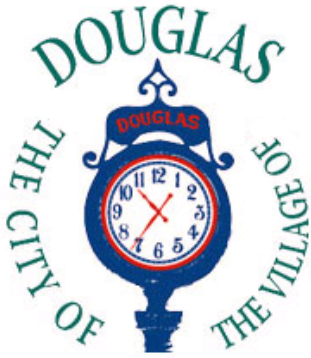
YEAS: 7 NAYS: 0 ABST: 1; RESOLUTION DECLARED: *Approved*, MARCH 23, 2022.

CERTIFIED BY: *Randy Walker*
Randy Walker, Chair
Douglas Downtown Development Authority (DDA)

ON: *April 14, 2022*
Date

AND: *Pamela Aalderink*
Pamela Aalderink, Clerk
City of the Village of Douglas

ON: *April 14, 2022*
Date



To: City Council

**From: Rich LaBombard
City Manager**

Date: June 6, 2022

**Subject: Refuse and Recyclable Materials Agreement
Expires on November 20, 2022**

Refuse and Recyclable Materials Agreement – The Refuse and Recyclable Materials Agreement with Republic Services is set to expire on November 20, 2022. The Agreement defines, per Section 13.00 the “The Term of Agreement”, the terms as assigned to Allied Waste Systems, Inc. now Republic Services. Section 13.01 states, *“This Agreement shall be for a term starting on November 21, 2017 and ending November 20, 2022. Either party may at its discretion terminate or negotiate the extension with written notification to the other party not less than one-hundred-eighty days (180) days prior to the expiration date of the initial term.”*

The terms dictate that the City of Douglas may give Republic Services notice that the City may terminate or negotiate an extension with written notification to the other party no sooner than May 24, 2022. With that in mind, I’m seeking guidance from City Council on how they would like to proceed with the current agreement for refuse and recycling services. Several options available are:

1. Notify Republic Services that the City is interested in negotiating an extension, new terms, and new services.
2. Issue a request for proposal to solicit competitive responses from haulers.
3. Any other options as may be identified.

Based on concerns from the community, administration understands there may be interest in:

1. Increasing the frequency of recycling to once every two weeks.
2. Collaborating with neighboring communities on a single joint agreement.
3. Continuing with bulk pickup event once a year.
4. Collaborating on household hazardous waste collection event.
5. Adding yard waste pick up.
6. Any other options as may be identified.

Discussion item only.

CITY OF THE VILLAGE OF DOUGLAS
REFUSE AND RECYCLABLE MATERIALS
SERVICES AGREEMENT

Effective this 21st day of November, 2017, this Agreement ("Agreement") is made by and between the City of the Village of Douglas (the "City"), a Michigan municipal corporation with offices located at 86 W. Center Street, Douglas, MI 49406 and Chef Container, LLC, a Michigan limited liability company, whose address is A-4368 60th Street, Holland Michigan 49423 (the "Contractor").

RECITALS

WHEREAS, the City, pursuant to its Garbage and Refuse Ordinance, Ordinance No. 04-2012 ("Ordinance") is authorized to enter in to an exclusive revocable contract which provides for a single contractor to collect, transport and dispose of domestic and commercial garbage, refuse and recyclable materials within the City. This Agreement is entered into pursuant to such Ordinance, and

WHEREAS, the City has determined that it is in the best interests of and consistent with the health, safety, and welfare of the citizens of the City enter in to an exclusive revocable contract with the Contractor to provide residential refuse removal and recyclable material collection service within the confines of the City to the residents, according to the terms and conditions in this Agreement, and

WHEREAS, the City has solicited bids from qualified refuse contractors and afforded all citizens of the City reasonable opportunity to be heard, and has considered the Contractor's application documents and other representations regarding its general character, financial condition, legal qualifications, and ability to carry out the service duties required under the Ordinance; and

WHEREAS, the City desires to enter into an exclusive, revocable contract with Contractor for the collection, transport and disposal of certain garbage, trash, refuse, recyclable materials and other discarded materials from residences and participating commercial units within the City, all as provided in this Agreement, and

WHEREAS, the Contractor desires to enter into a contract with the City and has agreed to be bound by the Ordinance and this Agreement to provide such collection, transportation, disposal and recycling services pursuant to the Contractor's bid proposal, the terms and conditions set forth in the City's Request for Proposal, the Ordinance and provisions of this Agreement (collectively, the "Services").

NOW, THEREFORE, in consideration of the mutual covenants and considerations set forth herein, the parties agree as follows:

AGREEMENT

1.00 Definitions. All words or phrases not defined herein shall have the same meaning given to such words and phrases by the Ordinance, as may be amended from time to time, which Ordinance is incorporated herein by reference for such purpose.

2.00 Collection of Domestic Solid Waste, Bulk Refuse, Recyclable Materials and Yard Waste.

2.01 The Contractor shall collect, transport, and dispose of all Domestic Solid Waste from all Residential Units and other Participating Units within the City subject to the terms of this Agreement and the Ordinance.

2.02 The Contractor shall collect and transport Recyclable Materials, Yard Waste and Bulk Refuse from a Participating Unit upon the request of the owner or occupant of the Participating Unit and shall deliver the same as follows: Recyclable Materials shall be delivered to an appropriate recycling facility; Yard Waste shall be delivered to an appropriate disposal, recycling, or composting facility; and Bulk Refuse shall be delivered to a properly licensed solid waste disposal facility. The Contractor shall be solely responsible to bill and collect its charges for such services from such owners or occupants.

2.03 The Contractor may by prior contractual arrangement with the owner or occupant enter the Premises of a Participating Unit in order to: collect Domestic Solid Waste, Bulk Refuse, Recyclable Materials and/or Yard Waste from a designated location and return the empty cart(s) to a designated location ("Rear Yard Service") or to return empty cart(s) to a designated location ("Cart Return Service"). In both cases, the designated location shall be outdoors and readily accessible to the Contractor. Participating Units shall pay an additional charge for either Rear Yard or Cart Return Service.

2.04 Per Bag Basic Service Alternative. At the request of the Participating Unit, the basic service may be modified to eliminate the curbside containers and utilize a per bag alternative. The cost of the bags shall include the collection of Recyclable Materials.

2.05 Seasonal Service. A Participating Residential Unit may subscribe to Seasonal Service at rates set forth in Exhibit A. Seasonal Service shall be in all respects identical to regular service (and any other services for which the Residential Unit may subscribe) except for the term which shall be from May 1 through October 1 each year.

2.06 Bulk Refuse - Tag Service. The Contractor shall make available a program for the Participating Unit to independently purchase stickers for use with bulk items and extra bagged solid waste material. The Contractor shall at a minimum provide two outlets for the sale of "tag's" which may include internet sales, sales at Contractor's offices and if possible a local retailer.

2.07 Annual Clean-Up Service - Voucher. The Contractor shall provide one voucher coupon per calendar year entitling Residential Users to bring a single truck or trailer load of material, not to exceed one ton in weight or five (5) cubic yards in size of non-hazardous Refuse to the Contractors Westshore Recycling and Transfer Station disposal site. Upon receipt of the voucher from the Contractor, the Residential Unit shall have thirty (30) days in which to use the voucher.

2.08 Annual Clean-Up Service - DPW. The contractor shall supply, roll-off containers that will be used by the City DPW to conduct an annual clean-up activity to be held in the spring of each year. The cost of drop-off and pick-up of containers and the disposal of collected materials shall be included in the base price of refuse collection service.

2.09. Household Hazardous Waste Collection Day. The Contractor shall provide at least two household hazardous waste collection day events, to be held on agreed upon dates and at Chef Container's location, every year during the term of this Agreement with the first collection to be held in 2018. Each Participating Residential Unit currently receiving refuse and recycling services shall be notified of the collection dates, times, appropriate materials accepted and how to obtain a voucher for the event. The Household Hazardous waste charge is an additional charge above the basic service fee (charge is noted in Exhibit A).

2.10. Occupants of Residential Units who pay for 12 months in advance shall be given one free month of Basic Service (i.e., payment for 11 months shall entitle the occupant of a Residential Unit to 12 months of service, subject to any upward or downward adjustment of the fee pursuant to the fuel surcharge described in Section 8.05. No refunds or prorations will be given.

2.11. Homeowner Associations. Associations legally incorporated or not, may have separate service arrangements and separate charges if mutually agreed between the City and the Contractor. In the event no agreement can be reached between the Association and the Contractor, residents will be billed by the Contractor at the default service level and price then in effect at the time. If an Association utilizes a commercial style dumpster for refuse/recycling service, the following calculation will be used to set the benchmark rate for each yard of dumpster capacity: the current rate for a 96 gallon cart times two will equal one yard of dumpster capacity.

2.12 The Contractor shall provide the Services in a uniform manner to all Participating Units. If the Contractor requires owners or occupants of Participating Units to enter into a written agreement for any Service provided, Contractor shall do so using a written agreement which comports with this Agreement and the Ordinance and has been approved by the City.

2.13 The Contractor agrees that all Services provided herein, including without limitation collection, transportation, and disposal activities shall be conducted in accordance with applicable Michigan and federal laws and all ordinances, rules, and regulations of the City.

2.14 The Contractor agrees that all Domestic Solid Waste, Yard Waste and Bulk Refuse collected pursuant to this Agreement shall be disposed of only in licensed landfills and in accordance with all applicable Michigan and federal law and regulations and all ordinances, and regulations of the City. The Contractor agrees that all Recyclable Materials shall be

prepared for and delivered to a secondary market (which may include a lawfully operating recycling facility) in accordance with all applicable Michigan and federal law and regulations and all ordinances and regulations of the City. The Contractor shall obtain and maintain all licenses, permits or other approvals required by law to perform its Services pursuant to this Agreement.

2.15 The Contractor shall defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any fine, penalty, costs, or other charge (including without limitation, court costs and attorney fees) arising out of or in connection with the Contractor's Services or its failure to comply with all applicable laws, rules, and regulations governing the collection, transportation and delivery of all Domestic Solid Waste and other materials collected pursuant to this Agreement. Upon request of the City, the Contractor shall provide written documentation evidencing proper transportation and disposal of all materials collected by the Contractor pursuant to this Agreement. The Contractor's duties and obligations under this Section shall survive the expiration or termination of this Agreement.

2.16 During the term of this Agreement, unless earlier terminated in accordance with the provisions hereof, the Contractor shall have the exclusive, revocable right to provide the Services to Participating Units in the City.

3.00 Collection Schedule; Publication of Notice.

3.01 Regular collection shall take place each Monday morning not earlier than 7:00 a.m., except in the event of an emergency when so authorized by the City Manager. All collection and route schedules and amendments thereto are subject to the prior written approval of the City Manager.

3.02 Regular collection shall not take place on a holiday. In the event a holiday falls on a Monday, the collection service day that week will be on Tuesday. If the holiday falls on any other day, the collection service day will remain unchanged. For purposes of this Section, 'holiday' means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.

3.03 The Contractor shall not make any changes to its schedules or operation affecting the City without receiving written approval from the City Manager at least thirty (30) days prior to the implementation of such a change. The Contractor shall assist the City, either financially or in a manner acceptable to the City, with the dissemination of notices to residents of any changes to the schedule or operation.

3.04 The Contractor shall offer Yard Waste collection service within the City with a weekly pickup from April 1 through November 30. If the volume of Yard Waste collected increases enough, as reasonably determined by the City, to warrant additional pickups, the City shall coordinate those additional dates with the Contractor. The Contractor shall monitor and keep record of the number of yard waste containers being collected. This information shall be made available to the City upon request. Any excess yard waste outside of the 96 gallon container will

be charged per bag and will be the responsibility of the resident.

4.00 Containers; Method of Collection.

4.01 The Contractor, at its own expense, shall provide Participating Units with the following:

- 1) 32 or 96-gallon solid waste container(s) that are clean, watertight, and insect and vermin proof ("Refuse Containers");
- 2) 96-gallon containers for Yard Waste ("Yard Waste Containers"); and
- 3) Recyclable Materials containers in such quantities as may be requested by the owner or occupant.

The Contractor shall not be required to collect any Domestic Solid Waste if not properly contained in a Refuse Container. The Contractor agrees that a trash bag up to 32 gallons and containing up to 50 pounds of Domestic Solid Waste may be placed in a Refuse Container. Further, Contractor agrees that a 96-gallon Refuse Container may contain up to 100 pounds of Domestic Solid Waste. The Contractor shall not be required to collect any Yard Waste not properly contained in a Yard Waste Container.

4.02 Containers damaged through the negligence or carelessness of the owner or occupant of a Participating Unit shall be replaced by the Contractor and the cost thereof may be charged to the owner or occupant. The Contractor will replace, at its own expense and at no cost to the owner or occupant of a Participating Unit, Containers which are stolen, which have been damaged by the Contractor's vehicles or which become damaged or unusable through normal wear and tear.

5.00 Further Obligations of the Contractor.

5.01 The Contractor shall provide safe, clean, compaction type collection trucks displaying Contractor's name. All equipment used by the Contractor shall be maintained in a safe and reasonably clean condition at all times, and operated and in a manner which does not create a nuisance. Collection trucks shall not be parked on City streets except as is reasonably necessary in connection with the provision of Services. Collection trucks of an appropriate size shall be used to provide Services on streets that are narrower than typical city streets.

5.02 All facilities, vehicles, and equipment used by Contractor shall meet all federal and state of Michigan requirements for safety and sanitation. The Contractor shall maintain an adequate number of vehicles and employees to provide the Services.

5.03 The Contractor shall comply with all Michigan and federal laws, regulations and executive orders relating to hiring, hours of work, manner of pay, workers' compensation and unemployment benefits.

5.04 The Contractor shall hire and pay its employees as employees of the Contractor. Persons hired by the Contractor shall not be deemed to be employees of or otherwise in any joint venture or other relationship with the City.

5.05 The Contractor shall be responsible for, and the City shall bear no responsibility for, the assessment, billing, processing, and the collection of all charges imposed by the Contractor upon Participating Units. The Contractor may use only lawful means of collecting or attempting to collect delinquent charges owed by the owner or occupant of a Participating Unit. If the Contractor suspends Services to a Participating Unit as a result of nonpayment of charges due to the Contractor, the Contractor shall notify the City Manager seven (7) days prior to the suspension of service and shall provide written justification for the suspension of service.

6.00 Service Investigation and Complaints.

6.01 The Contractor shall maintain an adequately staffed office and regular office hours for the receipt of service calls, questions and complaints regarding the Services. The Contractor agrees to maintain regular contact with the City for the purpose of receiving and responding to such questions and complaints.

6.02 The Contractor agrees to record all complaints and requests for investigations received at its designated office or at the City Administrative Offices on a service investigation form acceptable to the City Manager. The service investigation form shall indicate the date and time the complaint or request for investigation was received, the date and time the Contractor was notified if such complaint or request for investigation was received by the City, the name, address, and telephone number of the complainant, and the nature of the complaint or investigation. The Contractor shall retain two (2) copies of the service investigation form and shall supply one (1) copy to the City Manager or his or her designee. The Contractor agrees to provide service investigation forms at its own expense.

6.03 Upon receipt of a complaint or request for investigation, Contractor agrees to promptly investigate the incident and take such corrective action as is necessary to comply with its obligations under this Agreement, and all ordinances, rules, and regulations of the City. When the Contractor is at fault due to its negligence or carelessness, and the Contractor receives notice of the complaint by 3:00 p.m., corrective action shall be taken within twenty-four (24) hours after the Contractor is notified of the incident. If the Contractor receives notice of the complaint after 3:00 p.m., corrective action shall be taken within forty-eight (48) hours after the Contractor is notified of the incident. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Contractor, the decision of the City Manager shall be binding on the Contractor.

6.04 Upon completion of its investigation and the taking of corrective action as required by this Section, the Contractor agrees to record the nature of the corrective action taken and the date and time of such action on the remaining two (2) copies of the service investigation form in its possession. The Contractor shall retain one (1) copy of the completed service investigation form and deliver the remaining one (1) copy to the City Manager or his or her designee.

7.00 Obligations of the City.

7.01 The City shall provide to the Contractor a list of Residential Units within the City.

7.02 The City shall notify Participating Units, except for Participating Units receiving Rear Yard Service, to place Refuse Containers, Recyclable Material containers, Bulk Refuse and other items to be collected by Contractor at the front of the curb line of the Participating Unit in plain view of the roadways.

7.03 The City shall mail a notice to each potential Participating Unit a notification of the program details and program effective date.

8.00 Compensation.

8.01 The Contractor shall directly bill each Participating Unit for the collection of Domestic Solid Waste, Rear Yard or Cart Return Service and Yard Waste in the amounts set forth in the rate sheet incorporated herein and attached as **Exhibit A**. The Contractor shall include all fees for the collection and disposal of Recyclable Materials and there shall be no separate charge applied to the Participating Units for recycling services.

8.02 The Contractor shall provide the Participating Units with various choices for subscription service and payments to include:

Payment Terms: Quarterly
 Seasonal
 Annual

Service Options: Bag Service
 32 Gallon Refuse Containers
 96 Gallon Refuse Containers

8.03 The Contractor shall be entitled to compensation for collecting Bulk Refuse in such amounts as it typically charges, as agreed by the Participating Unit.

8.04 Participating Units shall be offered various payment options for Services, including payment by credit or debit cards.

8.05 The compensation set forth in this Section 8 shall be the only compensation paid to the Contractor for Services performed under this Agreement.

8.06 Fuel Adjustment Surcharge. During the term of this Agreement, the Contractor may apply a Fuel Adjustment Surcharge to account for changes in the price of diesel fuel pursuant to the following methodology: Each January 1, April 1, July 1, and October 1, using the US Department of Energy Index, On-Highway Diesel Fuel Prices, Midwest (PADD 2) or its successor, the average of the monthly price for the preceding three (3) months will be compared against the

benchmark rate of three dollars (\$3.00) per gallon. For each full fifty cents (\$.50) per gallon increase or decrease in the three (3) month average fuel price above three dollars (\$3.00) per gallon a two and one-half percent (2.5%) Fuel Adjustment Surcharge increase or decrease will be applied prospectively to the Monthly Service Base Price and the Yard Waste Service and billed or credited as a separate line item on the invoices of the Participating Units. There will be no Fuel Adjustment Surcharge below the benchmark rate of three dollars (\$3.00) per gallon.

9.00 Hold Harmless; Insurance; Letter of Credit.

9.01 The Contractor agrees to defend, indemnify, and hold harmless the City, and its departments, public officials and officers, agents, and employees from and against any and all loss, expense, damage, charge, claim, liability, demand and cost (including without limitation, court costs and attorney fees) for injury to or death of persons, or injury to or destruction of property suffered or alleged to have been suffered, arising out of or in connection with the Agreement or any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the work provided in this Agreement or to the Participating Units. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

9.02 Except for hazardous or toxic substances necessary for the operation of vehicles and office equipment used by the Contractor in the ordinary course of business, the Contractor shall not cause or permit any hazardous or toxic substances to be released, stored, produced, emitted, disposed of or used in connection with the Agreement or any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the Services provided per this Agreement or to the Participating Units. As used in this section, the term "hazardous or toxic substance or material" shall include, but not be limited to, any material or substance which is deemed a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USCA §9661 et seq. as amended, or pursuant to the Michigan Natural Resources and Environmental Protection Act, MCLA 324.101, et seq. as amended, and rules and regulations promulgated under either Act. The Contractor shall hold the City harmless from, indemnify it for, and defend it against any and all cost, claims, losses, liability, damages, administrative and criminal proceedings, or other actions as a result of the Contractor's breach of such condition; provided, however, that in no event shall the Contractor have any liability to the City, under this Section or otherwise, solely as a result of the unlawful act or omission of the owner or occupant of a Participating Unit. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

9.03 The Contractor shall secure and maintain, for the duration of the term of this Agreement, workers' compensation insurance, environmental liability insurance, and general liability insurance for bodily injury and property damage in an amount not less than 1,000,000 per person and \$2,000,000 per occurrence for bodily injury, and not less than \$500,000 per occurrence for property damage. Any policy maintained to satisfy this requirement shall be placed with insurance carriers fully licensed and authorized to do business in the state of Michigan. The City, its departments, public officials and officers, employees, and agents shall be additional named insured's on all such policies of insurance. The Contractor shall deliver said policies or certificates of insurance to the City.

9.04 In order to secure the faithful performance of this Agreement by the Contractor, no later than the effective date of this Agreement the Contractor shall deliver to the City an irrevocable and unconditional letter of credit acceptable to the City naming the City as payee in the amount of ten thousand (\$10,000) dollars.

10.00 Non-Performance.

10.01 In the event that the Contractor shall fail, neglect, or refuse to perform any or all of its duties, obligations, or responsibilities under this Agreement, the City may, after five (5) days written notice to the Contractor, perform such duties, obligations, or agreements, or have such duties, obligations, or agreements performed and charge all costs thereof to the Contractor, and the Contractor shall pay all of said costs to the City. The City may also draw on the letter of credit provided under Section 9.04 of this Agreement to defray such costs. If such failure, neglect, or refusal continues for 30 days after such written notice, the City shall exercise its right of termination under Section 11.01 of this Agreement, and pursue any and all legal remedies to which it may be entitled.

11.00 Right of Termination; Notice.

11.01 The City and Contractor shall have the right to terminate this Agreement in the event of a material breach by the other party of any of the covenants, terms, or conditions of this Agreement and such material breach or nonperformance continues for a period of 30 days after written notice of such material breach or nonperformance is provided to the other party.

11.02 The City shall have the right to immediately terminate this Agreement in the event that the Contractor ceases operation of its business by reason of insolvency, bankruptcy, or similar proceeding, whether voluntary or involuntary, or for any other reason.

11.03 The City shall have the right to immediately terminate this Agreement in the event Contractor fails to obtain or maintain any licenses, permits or other approvals required to provide the Services or fulfill its obligations under this Agreement.

11.04 The City shall have the right to immediately terminate this Agreement in the event Contractor is in default to the City.

11.05 In the event of a termination under Section 11.01, 11.02, 11.03 or 11.04 by the City, the Contractor shall be liable to the City for any damages the City sustains by virtue of Contractor's breach of this Agreement and any reasonable costs the City might incur in enforcing or attempting to enforce this Agreement, or in finding alternative methods for carrying out the purposes and covenants of this Agreement including reasonable attorney fees. It is expressly understood that Contractor shall remain liable to the City for any damages the City may sustain in excess of any set-off. The City reserves the right to collect such damages, recover attorney fees and pursue specific performance regarding the administration of this Agreement. The City acknowledges its obligation, in the event of a termination of this Agreement, to mitigate its damages by engaging a different contractor to render the Services as soon as reasonably practicable after the date of

termination.

11.06 In addition to any other remedies available under this Agreement or at law or equity, the prevailing party in any lawsuit between the City and the Contractor to enforce any provision of this Agreement may recover its actual reasonable costs, including without limitation, attorney's fees and other legal expenses incurred to investigate, bring, maintain, or defend any action from its first accrual or first notice thereof through any and all appellate and collection proceedings. To the extent not otherwise prohibited by law, the parties agree that the jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be exclusively in the state courts in Allegan County, Michigan.

11.07 In the event of a termination of the Agreement, Contractor agrees to use its best efforts to transition the Services to a new contractor in order for Participating Units receive continuous and uninterrupted service.

12.00 Assignment.

12.01 The Contractor shall neither assign nor subcontract this Agreement or any part thereof, to any person, firm, or organization unless said assignment or subcontract is first approved in writing by the City. The Contractor agrees that such written approval may be granted or withheld in the sole discretion of the City. Any attempt to assign this Agreement without prior approval shall render the Agreement null and void.

13.00 The Term of Agreement.

13.01 This Agreement shall be for a term starting on November 21, 2017 and ending November 20, 2022. Either party may at its discretion terminate or negotiate the extension with written notification to the other party not less than one-hundred-eighty (180) days prior to the expiration date of the initial term.

14.00 Intergovernmental Agreement

14.01 In the event the City of the Village of Douglas and the City of Saugatuck enter in to an Intergovernmental Agreement to provide for the coordination and regulation of solid waste, recycling and related services across the two communities, the Contractor shall apply an incentive in the form of a line item discount on the invoices to the residents.

14.02 The program and organizational objectives of an Intergovernmental Agreement would be designed to accomplish the following:

- 1) promote the continuity of solid waste programs and offerings between the two communities, and
- 2) improve the safety of residents and lessening the impact on public and private roadways by reducing the impact of multiple heavy collection vehicles, and

- 3) bring about increased efficiencies and coordination, enhance supplemental programs and increase recycling and diversion from landfill dependence.

14.03 The Intergovernmental Agreement will standardize: (a). the term of contract, (b). the services to be offered, and (c). the renewal term in both communities thereby creating operational efficiencies for the Contractor resulting in a reduction in service fees to the residents. The amount of the deduction (Operational Efficiencies Deduction) shall be negotiated between the parties and specified in the Intergovernmental Agreement.

Having adopted the Intergovernmental Agreement, each community will then negotiate supplemental Agreements that will include all other terms and conditions specific to their community and in accordance with their own Ordinance.

At such time as either or both communities have: (1). adopted the Intergovernmental Agreement and (2). entered into any Supplemental Agreements, the Contractor will apply the Operational Efficiencies' Deduction at the beginning of the next applicable billing cycle for the Participating Residential Units.

15.00 Miscellaneous Provisions.

15.01 The terms of this Agreement may be modified, changed, or altered upon the mutual written agreement of the Contractor and the City. No such amendment shall be effective or binding unless it expressly makes reference to this Agreement, is in writing, and is signed by the Contractor and duly authorized representatives of the City.

15.02 Neither the City nor the Contractor shall be considered or construed as the agent of the other, nor shall either party have the right to bind the other in any manner whatsoever, and this Agreement shall not be construed as a contract of agency.

15.03 This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.

15.04 If any paragraph, section, clause, or provision of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the validity or unenforceability of such paragraph, section, clause, or provision shall not affect the validity of any and all remaining paragraphs, sections, clauses, or provisions.

15.05 All notices, approvals, consents, requests, demands, or formal actions hereunder shall be in writing and mailed or delivered to the following addresses:

To the City:
City of the Village of Douglas
86 W. Center Street
P.O. Box 757
Douglas, Michigan 49406

To the Contractor:
Chef Container, LLC
A-4368 60th Street
Holland, Michigan 49423
Attn: Sean Steele

Attn: William LeFevere

The City or the Contractor may by written notice to the other, designate any additional or different addresses to which subsequent notices, approvals, consents, requests, demands, or formal actions shall be sent.

15.06 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior conflicting oral or written representations, understandings, or agreements relating to the subject matter hereof. As a condition of entering into this Agreement, the City has relied upon all representations or warranties made by the Contractor in the course of the bidding procedure, the Agreement documents, or the discussions and negotiations between the Contractor and the City prior to the effective date of this Agreement, unless specifically superseded by this Agreement. However, this Agreement shall control with respect to any conflict between it and the representations or warranties of the Contractor. The Contractor acknowledges that the terms of this Agreement supersede any and all prior representations or warranties of the City, and that the City is not bound by any terms not contained herein.

15.07 Any failure to enforce any provision of this Agreement or waiver by the City of any breach by the Contractor of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement or any subsequent breach by the Contractor of any provision of this Agreement.

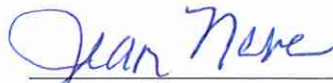
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

CITY OF THE VILLAGE OF DOUGLAS



By: Linda Anderson

Its: Mayor



By: Jean Neve

Its: City Clerk

CHEF CONTAINER, LLC



By: Sean P. Steele

Its: Owner / Managing Member

EXHIBIT A – RATE SHEET

The prices below are for the initial year of the contract, November 2017 through October 2018, with prices to be adjusted annually thereafter by three (3%) percent or the CPI whichever is greater.

	Basic Pricing	
	Year 1	
<u>QUARTERLY SERVICE:</u>		
32 Gallon Refuse Cart & Recycling	\$38.97	
House Hold Hazardous waste	\$3.00	
Voucher clean Up	\$3.00	
Total Quarterly charge	\$44.97	
96 Gallon Refuse Cart & Recycling	\$38.97	
House Hold Hazardous waste	\$3.00	
Voucher clean Up	\$3.00	
Total Quarterly charge	\$44.97	
<u>SEASONAL SERVICE- (MAY-OCT)</u>		
32 Gallon Refuse Cart & Recycling	\$89.94	
House Hold Hazardous waste	\$6.00	
Voucher clean Up	\$6.00	
Total Seasonal charge	\$101.94	
96 Gallon Refuse Cart & Recycling	\$89.94	
House Hold Hazardous waste	\$6.00	
Voucher clean Up	\$6.00	
Total Seasonal charge	\$101.94	
<u>ANNUAL SERVICE:</u>		
32 Gallon Refuse Cart & Recycling	\$142.89	1 month free
House Hold Hazardous waste	\$12.00	
Voucher clean Up	\$12.00	
Total Annual charge	\$166.89	

ANNUAL SERVICE:

96 Gallon Refuse Cart & Recycling	\$142.89	1 month free
House Hold Hazardous waste	\$12.00	
Voucher clean Up	\$12.00	
Total Annual charge	166.89	
Bag Refuse & Recycling	\$179.88	
House Hold hazardous waste	\$12.00	
Voucher clean Up	\$12.00	
Total Annual charge	\$203.88	

Additional Services:

<u>Yard Waste Service</u> , 96-gallon cart, April – November	\$98.00
<u>Bulk Item Sticker</u> , \$10.00 per sheet of 5 stickers or \$2.50 per sticker, online	
<u>Rear Yard Service</u> * (driver returns cart to the home)	\$15.00 per month
<u>Back Door Service</u> * (driver picks up and returns cart to home)	\$25.00 per month

* Chef Container will not retrieve refuse carts that the driver has to go up and down stairs or are more than 200 feet from the roadway

Additional Surcharged Services:

Household Hazardous Waste program:	\$1.00 per month
Annual Clean-Up Service – Voucher:	\$1.00 per month

**AMENDMENT TO THE CITY OF THE VILLAGE OF DOUGLAS
REFUSE AND RECYCLABLE MATERIALS SERVICES AGREEMENT**

The City of the Village of Douglas Refuse and Recyclable Materials Services Agreement is hereby amended as agreed by the City of the Village of Douglas and Republic Services (as Assignee of Chef Container, LLC), with regard to recycling services as follows:

1. Amendments to existing Sections:

Section 3.01 Regular collection shall take place each Monday morning not earlier than 7:00 a.m., except in the event of an emergency when so authorized by the City Manager. Recycling collection shall take place once per month on a routine schedule coinciding with the regular collection. All collection and route schedules and amendments thereto are subject to the prior written approval of the City Manager.

Section 4.01 The Contractor, at its own expense, shall provide Participating Units with the following:

- 1) 32 or 95-gallon solid waste container(s) that are clean, watertight, and insect and vermin proof ("Refuse Containers");
- 2) 95-gallon containers for Yard Waste ("Yard Waste Containers"); and
- 3) The Contractor shall supply one 95-gallon container for Recyclable Material to each Participating Unit at no additional charge. Should a Participating Unit desire to use more than one 95-gallon container, the Contractor shall provide additional containers at the cost of \$3.00 each per month per Participating Unit. Said amount shall be billed in accordance with City of the Village of Douglas Ordinance §54.11.

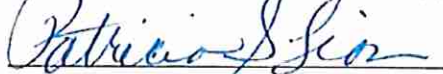
The Contractor shall not be required to collect any Domestic Solid Waste if not properly contained in a Refuse Container. The Contractor agrees that a trash bag of up to 32 gallons and containing up to 50 pounds of Domestic Solid Waste may be placed in a Refuse Container. Further, Contractor agrees that a 95-gallon Refuse Container may contain up to 100 pounds of Domestic Solid Waste. The Contractor shall not be required to collect any Yard Waste not properly contained in a Yard Waste Container.

2. For the next six months, the Contractor shall provide written documentation evidencing proper transportation and disposal of all materials collected by the Contractor as permitted by Section 2.15.
3. This amendment will expire at the end of six months from the date of execution for evaluation. Both parties shall agree in writing to extend the time and/or enter into a new Amendment.

All other terms of the City of the Village of Douglas Refuse and Recyclable Materials Services Agreement are hereby affirmed.

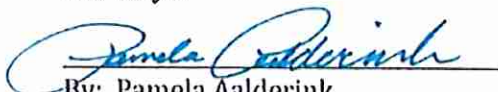
This contract amendment is executed this 16th day of March, 2020

By: CITY OF THE VILLAGE OF DOUGLAS



By: Patricia Lion

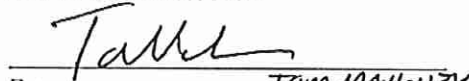
Its: Mayor



By: Pamela Aalderink

Its: Clerk

REPUBLIC SERVICES



By: TOM MAHONEY

Its: General Manager



To: City Council

**From: Rich LaBombard
City Manager**

Date: June 6, 2022

**Subject: Root Beer Barrel Agreement
Expires on November 20, 2022**

The term of the Contract for the Root Beer Barrel is set to expire on December 31, 2022, unless extended or terminated. Per articles I and II of the Contract dated, May 8, 2020, the City may determine to terminate the contract or extend the contract for up to two (2) optional one (1) year extensions.

Article I – Term of Contract - “Performance of this Contract shall commence on the date of the last signature and expire on December 31, 2022 unless extended or terminated. Upon mutual consent of the City and the Contractor, the three (3) year contract may be renewed for two (2) optional one (1) year extensions at the prices, terms, and conditions of the initial contract. Contractor’s equipment may remain on the Premises for the duration of the Contract terms or until the Contract is terminated. The Contractor shall cease operations on or prior to the Contract expiration date.”

Article II - Contract Price and Payment: “Subject to the terms and conditions of this Contract, the Contractor agrees to pay the City \$750 for the season of 2020, \$800 for the season of 2021, \$850 for the season of 2022, payable in two (2) installments of – one half (1/2) on May 1 and one half (1/2) on July 15 of each year. If extensions are awarded, payment of \$900 will be due for the season of 2023 and \$950 for the season of 2024. Such payment is in exchange and consideration of the satisfactory performance and completion of the work required under and pursuant to this Contract.”

With that in mind, I’m seeking guidance from City Council on how they would like to proceed with the current agreement for the Root Beer Barrel. Several options available are:

1. Notify the vendor that the City is interested extending the contract for an additional year at the terms outlined in the contract.
2. Issue a request for proposal to solicit competitive responses from vendors for the 2023 season.
3. Terminate the contract altogether.
4. Any other options as may be identified.

Based on concerns from the community, administration understands there may be interest in:

1. Moving to a fee structure based on a percentage of sales completed by the vendor.
2. Revising the annual fee to a flat rate significantly higher than \$900 per season.
3. Any other options as may be identified.

Discussion item only.



**CITY OF DOUGLAS
SECTION 6
CONTRACT**

CONTRACT FOR THE ROOT BEER BARREL

THIS CONTRACT FOR USE OF THE ROOT BEER BARREL ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Douglas, a Michigan municipal corporation, whose address is 86 W. Center St., Douglas, MI 49406 (hereinafter referred to as "City"), and Michael White, whose address is 2527 Pine St. Lot 15, Fennville, MI 49408 (hereinafter referred to as "Contractor"). The area included within this Contract ("Premise") shall be The Root Beer Barrel at 455 Center Street, Douglas, MI 49406.

It is fully understood that the granting of this Contract to the Contractor by the City of Douglas DOES NOT GRANT EXCLUSIVE RIGHTS to the ENTIRE PREMISE where The Root Beer Barrel is located. Contract grants rights to the Contractor to provide goods and services specified under Section 2 of the Request for Proposal.

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Term of Contract

Performance of this Contract shall commence on the date of the last signature and expire on December 31, 2022 unless extended or terminated. Upon mutual consent of the City and the Contractor, the three (3) year contract may be renewed for two (2) optional one (1) year extensions at the prices, terms, and conditions of the initial contract. Contractor's equipment may remain on the Premises for the duration of the Contract terms or until the Contract is terminated. The Contractor shall cease operations on or prior to the Contract expiration date.

Article II. Contract Price and Payment

Subject to the terms and conditions of this Contract, the Contractor agrees to pay the City \$750 for the season of 2020, \$800 for the season of 2021, \$850 for the season of 2022, payable in two (2) installments – one half (1/2) on May 1 and one half (1/2) on July 15 of each year. If extensions are awarded, payment of \$900 will be due for the season of 2023 and \$950 for the season of 2024. Such payment is in exchange for and consideration of the satisfactory performance and completion of the work required under and pursuant to this Contract.

Article III. City of Douglas Property and Building

The City of Douglas has the exclusive authority to restrict access to areas of the Premise the City of Douglas deems necessary for any safety or environmental concerns.

1. All buildings and parts of the buildings and grounds covered specifically in this Contract shall be open to inspection during normal business hours by persons authorized by the City of Douglas.

2. The Contractor shall pay for all utilities used in or about The Root Beer Barrel grounds, including but not limited to: refuse, internet service (water is currently unavailable at The Root Beer Barrel) Electric is currently paid for by the City of Douglas.
3. Smoking is prohibited in all City facilities. This prohibition shall include all facilities operated by the Contractor.

Article IV. Operation of Concession

The City of Douglas grants the Contractor the exclusive rights to provide the goods and services authorized by this Contract and identified in Section VI.

The City of Douglas does not guarantee a specific number of visitors to the Property and accepts no responsibility for the lack of visitors for any reason.

Article V. Operating Schedule

1. The Contractor shall maintain the Premises, as provided in the Contract, open and available to patronage by the public in accordance with the following schedule. The recommended season/days, and hours of operation shall be as follows:

**Friday before Memorial Day through Labor Day:
Daily from 11:00 am to 7:00 pm**

The Contractor may obtain permission from the City of Douglas to open for a longer term before and after the above stated season.

2. The Contractor must not operate for lesser periods without the prior written approval of the City of Douglas unless circumstances beyond the control of either party make it necessary to take emergency action. In such cases, the Contractor must report the circumstances in writing to the City of Douglas at the earliest possible moment. In case of inclement weather, the concession may close early.
3. **Posting of Operation Schedule:** The Operating Schedule of this concession shall be posted at an exposed location at the Premises.

Article VI. Sale of Products and Services

- A. The City of Douglas reserves the right to approve the sale of all products and services. The Contractor agrees to conduct and use the Premises for no other purpose than those stated in this Contract.
- B. **Products and Services:** The concession granted under the provisions of this Contract is as follows:

Products to Include: Food and beverages, bagged ice, and clothing and souvenirs.

1. **Food and Beverages:**

- a. The Contractor may sell the food and beverages, prepared/grilled items, pre-packaged

foods, soft drink products, and ice cream products.

- b. Food may be prepared by the Contractor only if the Contractor equips the facility with the minimum items necessary for the safe preparation and service of foods in accordance with any applicable state and local laws.

2. Bagged Ice:

Bagged ice may be sold. The ice shall be prepared and packaged according to U.S. Food and Drug Administration rules and regulations, including:

- a. Sanitary conditions.
- b. Monitoring of cleanliness.
- c. Hygiene of employees.
- d. Properly cleaned and maintained equipment.
- e. Safe and sanitary water.

3. Clothing and Souvenirs:

The Contractor is permitted to sell clothing and souvenirs which advertise the City of Douglas, the Root Beer Barrel, Douglas Beach, or other City attractions.

- C. **Additional Items:** The Contractor is encouraged to provide additional good and/or services. Sale/rental of additional items not provided for under Section VI, requires the prior written approval of the City of Douglas.
- D. **Credit Cards:** Visa and MasterCard credit cards shall be accepted by the concession for all products and services.
- E. **Prohibited Merchandise:** The Contractor agrees not to offer for sale or rent prohibited merchandise, including:
 - 1. Personal watercraft;
 - 2. Tobacco or any marijuana products of any kind;
 - 3. Flotation devices such as air mattresses, paddle boards, water wings, life jackets, inflated floats, and inner tubes which are not US Coast Guard approved.
 - 4. Pornographic pictures, books, magazines, or other such products;
 - 5. Fireworks of any kind, including Bag Bombs, Firecrackers, Sparklers, Smoke Bombs and Chinese lanterns;
 - 6. Firearms or ammunition, BB or CO2 powered devices, slingshots, bows and arrows;
 - 7. Alcoholic beverages, "mocktails", or controlled substances;
 - 8. No children products that promote or portray unmoral, unethical, or unhealthy activities (i.e. candy cigarettes);
 - 9. Knives;
 - 10. Balloons; and
 - 11. Other items added to this list by the City of Douglas provided Contractor has been given written notification of the additional items.

F. Rates, Prices, and Changes:

1. Ten (10) days before starting, the Contractor shall submit to the City of Douglas for approval a listing of the products.
2. Product list must include proposed prices.
3. The Contractor shall maintain on public display, a neat and legible sign showing the approved prices for the sale of goods/services. If practicable, such prices shall be comparable to prices charged for similar merchandise in the locality in which the concession is operated.

G. Equipment and Supplies:

1. Equipment:

- a. The Contractor must equip the concession with all needed equipment.
- b. All equipment must be in new or like new condition.
- c. Annually, the Contractor shall furnish the City of Douglas a complete inventory of equipment owned, leased, or loaned to the Contractor; any additional equipment shall be reported as soon as installed.
- d. The Contractor acknowledges that any equipment available for use by the Contractor is not the responsibility of the City of Douglas to fix and/or replace.
- e. Permanent fixtures may be installed only with the written approval of the City of Douglas.
- f. All equipment that becomes a permanent fixture to the building or structure and fastened thereto shall become the property of the City of Douglas.
- g. All equipment and materials to be kept on the Premises in connection with the concession shall be supplied at the Contractor's own cost and expense.

2. **Coin-operated:** The Contractor shall not permit or provide for the installation of mechanical rides, pinball machines, coin-operated amusement machines, juke boxes (music boxes, record/CD players), or similar devices in or about the Premises.

3. **Vending Equipment:** No exterior vending equipment shall be permitted.

H. Advertising:

1. The Contractor will conduct a balanced advertising effort directed at developing more business under the provisions of the Contract.
2. The Contractor may place a promotional sign on the Premises if the location, sign material, and content meet the City's sign ordinance. The sign may contain operational hours, prices, contact information, and other information approved by the City of Douglas.

3. The Contractor shall not employ or use any persons known as "hawkers," "spielers," "criers," or other noisemakers or means of attracting attention to the Contractor's business.
4. Social media sites created by the Contractor in relation to advertising are not public forums. Therefore, the Contractor must adhere to the standards below:
 - a. Comments not typically related to the particular site or post
 - b. Profane or obscene language or content
 - c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
 - d. Sexual content or links to sexual content
 - e. Conduct or encouragement of illegal activity
 - f. Information that may tend to compromise the safety or security of the City government, the public or public systems
 - g. Content that violates a legal ownership interest of any other party; or otherwise falsely states, misrepresents or impersonates another
 - h. Defamatory or personal attacks, including accusations of misconduct against an individual
 - i. Threats to any person or organization
 - j. Comments in violation of any federal, state or local law
 - k. Threats or harassment of any person or organization
 - l. Sites cannot be utilized for political lobbying, solicitations or contributions

Article VII. Additional Terms

- A. No storage will be allowed outside of the concession building.
- B. The City of Douglas is not responsible for any delays or cancellations due to power outages or weather-related issues.
- C. The Contractor is responsible to maintain equipment in a safe and workable condition at all times.
- D. The Contractor may set up tents, tables and chairs at the concession area. Tents may be for daily event use only and must be removed prior to daily close of the Premises.
- E. The Contractor acknowledges that the City of Douglas is not liable for any theft, vandalism, or damage that may occur to Contractor equipment/supplies.
- F. No motor vehicles will be allowed off paved surfaces.
- G. Contractor may not restrict parking.
- H. Contractor may not install parking signage or restrictive parking signage.
- I. The Contractor is responsible for adhering to all state laws, traffic laws, and local ordinances on the Premises.

- J. If using a vehicle, Contractor driver(s) must carry valid operators' license in their possession at all times.

Article VIII. Maintenance

A. Alterations:

1. Contractor shall not make any alterations or repairs to the structure without the express written consent of the City of Douglas.
2. The Contractor shall not install, move, or alter any permanent or temporary equipment belonging to the City of Douglas in or about the Premises.
3. Contractor is prohibited from painting the interior or exterior of the building
4. Any additions, alterations, repairs, or improvements made to the buildings or surrounding premises shall become the property of the City of Douglas at the termination of this Contract, except as may be otherwise stated in the Contract.

B. Sanitation:

1. The Contractor is responsible for obtaining and paying for refuse collection services.
2. The Contractor shall collect and deposit, in approved sanitary containers, all garbage, waste and debris within the Premises.
3. The City of Douglas will work with Contractor to identify site location of refuse containers.
4. The Contractor is also responsible for collection, removal, and disposal of all grease products. No food products shall be disposed on site nor in a manner that will attract nesciences or create foul odor.
5. The Contractor shall keep the Premises occupied under the Contract in a clean and sanitary condition and in conformity with established state and local standards and rules for sanitation and public health.

C. Maintenance of Buildings and Fixtures:

1. The Contractor acknowledges that the structures on the Premises are considered "Historic" and as such, have specific requirements regarding repair materials and techniques. Alterations to structures that may significantly impact the "Historic Value" of said structure will not be permitted. Notwithstanding the foregoing, Contractor may make alterations and repairs that are architecturally consistent with the current structures, subject to prior written approval of the City of Douglas. Such approval shall not be unreasonably withheld.
2. Any additions or improvements made to the Premises shall become the property of the City of Douglas upon installation.

D. Special Contractor Responsibilities:

1. Maintain and replace all lights and fixtures as needed.
2. Maintain and replace Contractors equipment as needed.
3. Arrange and pay for disposal of all cooking oils.
4. Arrange and pay for annual servicing of fire extinguishers.
5. Clean interior and exterior of Premises on a daily basis or more often as necessary.
6. Comply with all licensing and permit requirements, including but not limited to: Health Department, Fire Marshall, DEQ.
7. Sweep the patio area, pickup and dispose of trash, and remove cobwebs from the Premises on a daily basis or more often as necessary.
8. Submit copies of all approved permits and inspection reports to the City of Douglas Representative within seven (7) days of receipt.

E. Janitorial / Cleanliness:

1. The Contractor shall perform cleaning and janitorial services within the Premises and shall maintain standards of cleanliness which will reflect favorable public opinion on the Contractor and the City of Douglas.
2. ALL areas of the Premises must be kept clean and safe.
3. The Contractor shall supply cleaning supplies and must maintain "Material Data Safety Sheets" on site.
4. The City of Douglas may perform or have others perform the duties of the Contractor under this section, if the City determines the Contractor has failed to maintain an acceptable standard of cleanliness. The Contractor shall pay 100 percent (100%) of the cost of such work, whether performed by the City of Douglas, or by others, at the discretion of the City. If the City of Douglas determines the need for cleaning after the Contractor returns the facility at the termination of this Contract, the Contractor must reimburse the City at the above rate for all cleaning costs incurred during that cleaning.
5. The Contractor is required, whenever possible and within reasonable costs, to equip appliances with energy reduction accessories, utilize environmentally friendly (green) cleaning and maintenance products and provide customers and employee recycling opportunities.

F. Environmental:

1. The Contractor agrees that they will not bring onto the Premises any hazardous substances,

hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof), other than fuel necessary to operate any backup generators on the Premises.

2. Each party shall promptly notify the other party in writing of any environmental accident, claim, or complaint involving the Premises or the Contractor's activities thereon.
3. The Contractor shall not use or permit the storage of any illuminating oils, gas, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances of any kind, or any substances or things in any buildings erected or any property covered by the Contract except in buildings specifically designated for this purpose.

Article IX. Employees

A. Employment:

1. The Contractor shall employ and maintain such help and labor as may be necessary to operate the Premises in a manner acceptable to the City of Douglas.
2. If, at any time, the City of Douglas shall be of the opinion that any employees, agents and volunteers of the Contractor has engaged in improper conduct on the Premises, the City shall notify the Contractor and the Contractor shall take appropriate action to correct the employees, agents and volunteers related problem, including discharge of employees, agents and volunteers or reassigning such employees, agents and volunteers to duties not related to the park concession contract.

B. Moral Conduct:

From a public viewpoint, the Contractor and Contractor employees, agents and volunteers are direct representatives of the City of Douglas. Therefore, the Contractor and Contractor employees, agents and volunteers are required to conduct themselves in a professional manner befitting a City employee. Professional requirements include, but are not limited to the following:

1. The Contractor shall prohibit gambling, drinking, discourtesy to guests, and other illegal and/or undesirable acts by employees, agents and volunteers, whether on or off duty on the Premises.
2. All employees, agents and volunteers must use appropriate ("G" rated) language and actions at all times.
3. Annually, the Contractor is required to complete background checks and Sex Offender Registry checks on all employees, agents and volunteers prior to them performing work at the Premises. Contractor must provide the information to the City of Douglas for review prior to the employee's, agent's, or volunteer's start of work.
4. The City of Douglas reserves the ability to suspend or remove a concession employees, agents and volunteers who has violated a law or City rule or performed inappropriate customer service. The City of Douglas will work cooperatively with Contractor to ensure

enough time for proper staffing.

5. The City of Douglas prohibits alcohol consumption or drug use while on duty, possession of a drug or an open alcoholic beverage container on City owned property and reporting to duty or being on duty with a prohibited level of alcohol or drugs.

Contractor and employees, agents and volunteers of the Contractor shall not consume alcohol or use drugs while on duty. Possession of a drug or an open alcoholic beverage container by a Contractor or employees, agents and volunteers, while on City owned property is prohibited.

A Contractor and employees, agents and volunteers of the Contractor shall not report to duty or be on duty with a level of alcohol or drugs in his or her bodily fluids that is prohibited by law. If there is reasonable suspicion that a Contractor or employees, agents and volunteers of the Contractor has reported for duty or is on duty with a prohibited level, the Contractor or employees, agents and volunteers of the Contractor shall submit to a drug test or an alcohol test.

A Contractor and employee/volunteer of the Contractor who 1) consumes alcohol, uses marijuana containing products, or uses drugs while on duty; 2) possess a drug or an open alcoholic beverage container while on City owned property; 3) reports to duty or is on duty with a level of alcohol or drugs prohibited by law; 4) refuses to submit to a drug test or an alcohol test when there is reasonable suspicion the Contractor and employees, agents and volunteers of the Contractor is in violation of the law; OR 5) interferes or tampers with reasonable suspicion drug or alcohol testing, shall be subject to disciplinary action, up to and including termination of the Contract.

As used in this Contract, the terms "drug" and "drugs" means a controlled substance.

C. Appearance:

1. All concession personnel who come in contact with the public shall be neat, clean, and in uniforms identifiable by the public, complete with employee name tag identification.
2. All Contractor employees/volunteers will assure proper hygiene is maintained, including, but not limited to, maintaining a clean and acceptable appearance, and removal/covering of un-family friendly body piercings and tattoos.

D. Training:

1. To promote the facilities of the City of Douglas and to provide quality service to the public, employees/volunteers of the Contractor must provide thorough staff training.
2. Concession operators and their employees, agents and volunteers must attend seasonal training programs **if** offered by the City of Douglas on the property where the Premises is located. These training programs will acquaint personnel with information about the property, as well as information to disseminate to the general public.

Article X. Hold Harmless/Indemnity

- A. Upon award of contract, Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and Contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
1. Acts or omissions by the Contractor, its agents, employees, servants and Contractors in furtherance of execution of this Contract, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and Contractors.
 2. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 3. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts or omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor 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 Contractor under this Agreement due to the above-referenced acts or omissions.
- B. The Contractor agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
- C. The Contractor 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 Contractor 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 employed in the performance of this contract.

Article XI. Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all services performed under this agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under this Contract, shall have no contractual relationship with the City, shall not be considered employees of the City and any and all claims that may or might arise under State and Federal Employment regulations on behalf of said

personnel arising out of employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contactors or employees, shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify, and hold the City, its officers, agents and employees harmless from any and all such claims irrespective of which tribunal, agency, board, commission or court may have jurisdiction. Such personnel or other persons performing services for Contractor shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, and severance pay.

Article XII. Insurance

- A.** Upon award of contract, Contractor shall maintain at its expense during the entire term of this Contract, the following insurance per Ordinance 37.12 DOCUMENTS REQUIRED FOR PURCHASE OR CONTRACT, section (C).
- 1. Commercial General Liability Insurance** - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - 2. Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
 - 3. Worker's Compensation** insurance in the amount required by state statute.
- B.** All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, Contractor may agree to provide notice of such cancellation or reduction.
- C.** The City of Douglas shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to the City of Douglas, Clerks Office at PO Box 757, Douglas, MI 49406 to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
- D.** The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

- E. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
- F. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
- G. The City has the authority to vary from the specified limits as deemed necessary.

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

Article XIII, Normal Business Hours

1. The Contractor shall establish and display normal business hours.
2. If the Contractor does not maintain normal business hours (except for causes wholly beyond the control of the Contractor and not involving neglect by the Contractor), this Contract, at the option of the City of Douglas, may be terminated without notice. Upon termination, the City of Douglas may re-enter the Premises and obtain a new Contractor for the operation of the facilities.

Article XIV, Extension / Renegotiation / Modification

A. Extension and Renegotiation:

1. This Contract is subject to an annual review by the City of Douglas.
2. At the expiration date of the Contract, the City of Douglas, at its option, may grant an extension of the Contract, or renegotiate the Contract with the Contractor.
3. Every three (3) years, this Contract must be advertised for competitive bids unless extended as defined. This Contract must be re-bid prior to the **2025** operation season.

B. Modification:

1. This Contract shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance.
2. No modifications or amendments of this Contract are effective unless in writing, signed by the parties, and executed in the same manner as this Contract was originally executed.

3. A party may waive or release the other party's breach or default only in writing.

C. Severability:

Each provision of this Contract is severable from all other provisions of this Contract, and if one or more of the provisions of this Contract are declared invalid, the remaining provisions of the Contract remain in full force and effect.

Article XV. Termination.

A. Act of God: Whenever, as a result of any cause beyond the City of Douglas's or Contractor's control (such as fire, flood, windstorm, or other acts of God or emergency declared by federal or state governments), the City or the Contractor is prevented from complying with any obligation of this Contract, the City of Douglas or Contractor shall not be liable for any damages for default of this Contract. In the event of an Act of God causing noncompliance with the Contract, at the option of the City, this Contract shall terminate, and each party hereto shall be released from further obligation under the Contract.

B. Cancellation:

1. In the event that the Contractor wishes to cancel this Contract, Contractor may do so only with the prior written approval of the City of Douglas.
2. If the cancellation request is approved, it is understood that the Contractor will not be considered as a prospective bidder for that concession until after it has been determined that no other party is interested.
3. The Contractor may not cancel, and the City of Douglas may not approve any request to cancel this Contract where the effective date for cancellation falls during any operating season established in accordance with **Article V, 1. Operating** Schedule above.

C. Termination:

1. Upon the failure of the Contractor to comply with any provision, stipulation, or condition of the Contract, including the regular payment of rent and fees as agreed upon, this Contract and concession may be terminated at the option of the City of Douglas.
2. In the event of the termination of this Contract for any cause, the Contractor shall be liable for that portion of the Contract Fee, Pro-rated to the effective date of such termination.

D. Cancellation for Convenience:

1. The City of Douglas may cancel this Contract for its convenience, in whole or part, if the City determines that such a cancellation is in the City's best interest.
2. Reasons for such cancellation shall be left to the sole discretion of the City of Douglas and may include, but not necessarily be limited to:
 - a. The City of Douglas no longer needs the services or products specified in the Contract.

- b. Changes in laws, rules, or regulations that make implementation of the Contract services no longer practical or feasible.
 - c. Change in ownership of the City property or damage to the Premises.
 - d. Unacceptable prices for additional services requested by the City of Douglas.
3. The City of Douglas may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice thirty (30) days prior to the date of cancellation.
4. If the City chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

E. Vacating Premises:

- 1. The Contractor shall vacate the Premises by the expiration date of the Contract.
- 2. If termination shall occur, then the Contractor shall vacate the Premises within fifteen (15) days of termination.
- 3. No personal property on which the City of Douglas has placed a lien shall be removed from the Premises until all Contract Fees and other sums owed to the City have been paid.

F. Waiver of Default: The failure of a party to insist upon strict adherence to any term of this Contract does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Contract.

G. Integration: This Contract constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This Contract supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

Article XVI. Confidentiality Statement.

The Contractor agrees to treat as confidential all information which may be derived from or be obtained in the course of this contract or which may come into the possession of the contractor or an employee as a result or in connection with this contract. The Contractor will provide all necessary precautions to ensure that all such information is treated as confidential by the contractor and the contractor's employees. All employees of the Contractor will be required to agree to and sign a confidentiality statement when they come to any facilities owned by the City of Douglas where they may see or have access to confidential, personal, and/or business information.

Confidential information includes all information related to the business of the City of Douglas and its employees.

I understand that I am bound by a duty of confidentiality and agree to adhere to the conditions within the Contract.

Article XVII. General Provisions.

- A. Entire Agreement** This instrument, together with the attached forms and Request for Proposal, contains the entire Contract between the City and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws** This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law** This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment** Contractor shall not assign this Contract or any part thereof without the written consent of the City. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties** It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is understood by Contractor that it is hired by the City to work exclusively for the City and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices** Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or certified mail delivery to the attention of the following persons:

 City: City Manager, Rich LaBombard, and City Clerk, Pam Aalderink
 Contractor: Michael White
- G. Changes** Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.
- H. Waivers** No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract** This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Douglas, Allegan County, Michigan.
- J. Conflict** In the event of any conflict or inconsistency between the above provisions of this Contract and the attached form, the provisions in the above text shall govern.

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement

to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract in Allegan County, Michigan, as of the date first listed above.

CONTRACTOR

Michael D. White 4/30/2020
Signature Date
Michael D White (Proprietor)
Printed Name & Title

CITY OF DOUGLAS

Pamela Calderink 5/4/2020
Signature Date
Pamela Calderink City Clerk
Printed Name & Title

Rich LaBombard 5-8-20
Signature Date
RICH LABOMBARD CITY MANAGER
Printed Name & Title



**CITY OF DOUGLAS
SECTION 7
WORKER'S COMPENSATION
CERTIFICATION**

☐ I hereby certify that effective the date of this Contract with the City of Douglas and at all times in the performance of such Contract that:

I have and will maintain in full force and effect the Workers Compensation Insurance in compliance with the laws of the State of Michigan, and will provide a Certificate of Insurance to the City upon request, with the following insurance company:

Company Name

Agent's Name, Address, and Telephone Number

Policy Number and Effective Date

OR

☒ I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Michigan to obtain and maintain a Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have, or will execute, with the City of Douglas.

Michael D. Uhl
Signature of Contractor

4/30/2020
Date



**CITY OF DOUGLAS
SECTION 8**

EQUIPMENT FORM

Per **Article VI. Sale of Products and Services, H. Equipment and Supplies, 1. Equipment, c.;**
Annually, the Contractor shall furnish the City of Douglas a complete inventory of equipment owned, leased, or loaned to the Contractor; any additional equipment shall be reported as soon as installed.

Please, list equipment inventory:

Refrigerator
Refrigerator (4 kegger)
Hot Dog grill
4 Sink Dishwasher (Portable)
Freezer (2)
Fridge
Prep Cooler
2 Stainless steel tables
Cash Register
2 Microwaves
(Shed)




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Kevin Condon State Farm 897 Washington Ave Suite 50 Holland MI 49423		CONTACT NAME: Kevin Condon PHONE: 616 994 8062 (A/C. No. Ext.): 616 994 8062 E-MAIL: kevin@kevincondon.com ADDRESS: kevin@kevincondon.com FAX: 616 604 4181 (A/C. No.): 616 604 4181	
INSURED MICHAEL WHITE DBA THE ROOT BEER BARREL 70 CENTER ST DOUGLAS MI		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
COVERAGES		CERTIFICATE NUMBER:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		92-EG-B741-3	06/17/2020	06/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule must be attached)						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
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CERTIFICATE HOLDER

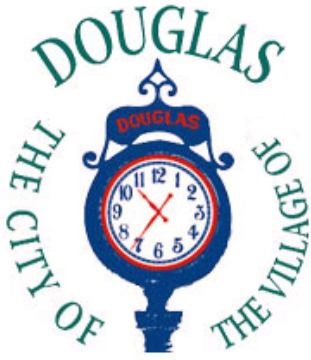
CITY OF DOUGLAS
86 W CENTER ST
DOUGLAS MI 49406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION



To: City Council

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

Date: June 6, 2022

**Subject: Resolution Approving Lot Split -
PPN: 03-59-016-088-00, 160 Wiley Road
(Kevin Putnam, Rex-Max, LLC)
(Resolution 21-2022)**

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: 03-59-016-088-00, currently located at 160 Wiley Road, in Douglas, Michigan.

Article 17 of the City of the Village of Douglas Zoning Ordinance provides municipal Land Division Regulations pursuant to the Land Division Act. Section 17.03 affirms the administrative duties and responsibility of the Planning and Zoning Administrator to review the application for completeness and compliance with the City of the Village of Douglas Zoning Ordinance and the R-1 Residential District standards. Application (Exhibit "A") and survey (Exhibit "B") have been provided with Resolution 21-2022 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 21-2022, a Resolution Approving Lot Split, and the complete Land Division Application for the division of PPN: 03-59-016-088-00, located at 160 Wiley Road, and creation of PPN: 03-59-016-088-10 in the R-1 Residential District, in Douglas, Michigan.

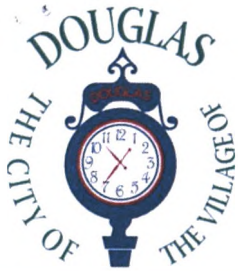


EXHIBIT "A"

Land Division Application
For Lot Splits, Line Adjustments & Consolidations, Fee: \$250.00



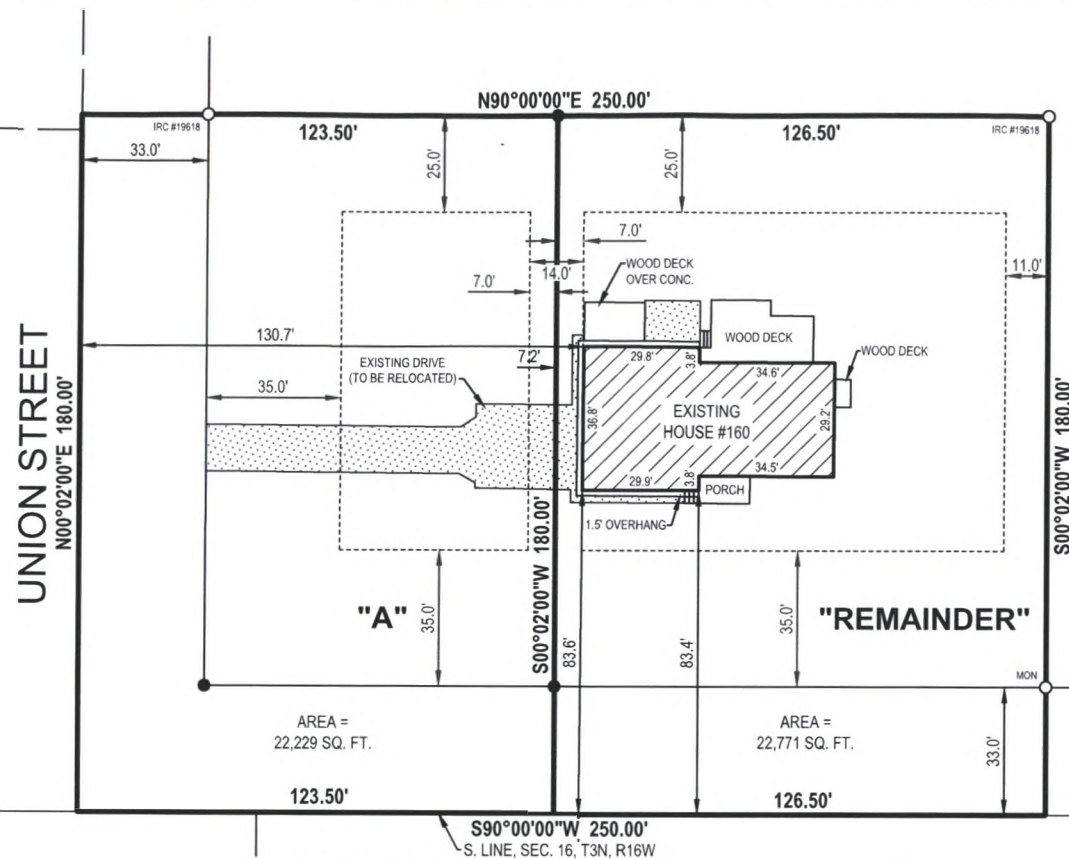
The Village of Friendliness – Since 1870

I. APPLICANT CONTACT INFORMATION	
Name of Applicant(s): <u>REV-MAX, LLC</u>	
Street: <u>105163 134TH AVE</u>	City: <u>SANBARTON</u> State: <u>MI</u> ZIP: <u>49453</u>
Primary Phone: <u>(586) 594-3462</u>	Alternate Phone: _____ Email: <u>KP.BUD45@GMAIL.COM</u>
II. OWNER INFORMATION (IF DIFFERENT THAN APPLICANT)	
Name of Owner(s): _____	
Street: _____	City: <u>ABOVE</u> State: _____ ZIP: _____
Primary Phone: _____	Alternate Phone: _____ Email: _____
III. PROPERTY INFORMATION	
Parcel Number(s): <u>03-59-016-088-00</u>	Zoning District: <u>DOUGLAS</u>
Address(es): <u>160 WILLY RD, DOUGLAS, MI 49406</u>	
Action: <input type="checkbox"/> Lot Split <input type="checkbox"/> Line Adjustment <input type="checkbox"/> Consolidation <input type="checkbox"/> Other: _____	
Reason(s) Requesting Action: <u>PROPERTY SPLIT, NEW CONSTRUCTION/BUILD ON NEW PARCEL SPLIT, NEW ADDED WATER SERVICE & SEWER LATERAL, BOTH PARCELS TO HAVE A SINGLE FAMILY HOME.</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: <u>[Signature]</u>	Date: <u>5/12/2022</u>
Owner Signature: _____	Date: _____

FOR INTERNAL USE ONLY			
Filing Date: <u>05-23-2022</u>	Received By: <u>NPH</u>	Application Fee Paid (\$250.00): Yes / No	Section 17.03(1) Compliance: Yes / No
Date of Planning Review: <u>05-23-2022</u>	Approved: <u>X</u>	Date: <u>06-06-2022</u>	Signature: <u>[Signature]</u> Date: <u>05-23-2022</u>
Date of Council Review: <u>06-06-2022</u>	Denied: _____	Date: _____	Planning & Zoning Administrator
Notes: <u>Shall record copy of certified minutes as record of approval with original Survey and legal descriptions, approved by Resolution.</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.

02122021



WILEY ROAD (130TH AVENUE)

SECTION CORNERS AND WITNESSES

SW Corner, Sec. 16, T3N, R16W, Capped Iron in Mon Box Per LCRC Recorded in Liber 15 Page 154

S. 1/4 Corner, Sec. 16, T3N, R16W, Capped Iron in Mon Box Per LCRC Recorded in Liber 13 Page 429

LEGEND

- Section Corner
- Iron - Set 1/2" X 18" iron rebar with NED Cap
- Iron - Found as noted
- Concrete
- Existing Building
- Zoning Setback

DESCRIPTIONS

PARCEL "A"

Part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, County of Allegan, State of Michigan, described as: Commencing at the South 1/4 corner of said Section; thence S90°00'00"W 656.90 feet along the South line of said Section to the Point of Beginning; thence continuing S90°00'00"W 123.50 feet along the South line of said Section; thence N00°02'00"E 180.00 feet; thence N90°00'00"E 123.50 feet; thence S00°02'00"W 180.00 feet to the Point of Beginning. Contains 22,229 square feet. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for Wiley Road over the most Southerly 33.00 feet thereof and Union Street over the most Westerly 33.00 feet thereof.

"REMAINDER"

Part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, County of Allegan, State of Michigan, described as: Commencing at the South 1/4 corner of said Section; thence S90°00'00"W 530.40 feet along the South line of said Section to the Point of Beginning; thence continuing S90°00'00"W 126.50 feet along the South line of said Section; thence N00°02'00"E 180.00 feet; thence N90°00'00"E 126.50 feet; thence S00°02'00"W 180.00 feet to the Point of Beginning. Contains 22,771 square feet. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for Wiley Road over the most Southerly 33.00 feet thereof.

This survey 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.

SURVEYOR'S CERTIFICATE:

I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying.

By: *Scott A. Hendges*
Scott A. Hendges Licensed Professional Surveyor No. 4001047953

SCALE: 1" = 40' 0' 20' 40' NORTH

Kevin Putnam 6563 134th Avenue Saugatuck, MI 49453		
160 Wiley Road		
DRAWN BY: TF REV. BY: TF REV.: PA132	DATE: 5.3.22 REV. DATE: 5.10.2022	PRJ #: 22200581DSC.2 1 OF 1

NEDERVELD
www.nederveld.com • 800.222.1868
Holland
347 Hoover Blvd.
Holland, MI 49423
Ann Arbor, Chicago, Columbus,
Grand Rapids, Indianapolis, St. Louis

KPJ
05-16-2022

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

RESOLUTION NO. 21-2022

**RESOLUTION APPROVING LOT SPLIT
PPN: 03-59-016-088-00, 160 Wiley Road, 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 6th day of June, 2022, 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 Kevin Putnam and Rex-Max, LLC (“Applicant”) for a Lot Split of PPN: 03-59-016-088-00, located at 160 Wiley Road in Douglas, Michigan, of 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 meeting the requirements of the R-1 Residential District zoning district; and

WHEREAS, newly created lot has access to a public road and is not a flag lot; and

WHEREAS, the lots 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 of 160 Wiley Road (PPN: 03-59-16-088-00) in Douglas, Michigan, for the creation of PPN: 03-59-016-088-10; 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, site features, utilities, and access controls non-conforming with the Zoning Ordinance and encroaching on the lot lines of the newly created parcel(s) resultant of the split, demolished or otherwise brought into conformance with the R-1 District and Single-Family Dwelling Unit performance standards:
 - a. prior to any sale, transfer, or improvement for use or occupancy of the site;
 - b. no later than 180 days from the certification of this resolution; and
4. A new survey must be ordered and recorded separately for each parcel resultant of the split 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 6th day of June, 2022.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Jerome Donovan, Mayor

BY: _____
Pamela Aalderink, CMC, City Clerk

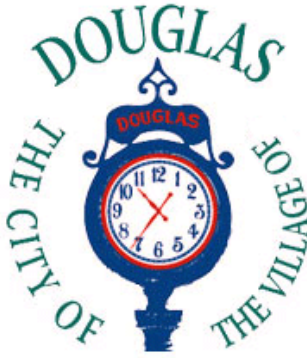
CERTIFICATION

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 June 6th 2022 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

MEMORANDUM



To: Rich LaBombard
City Manager

From: Pamela Aalderink
City Clerk

Date: June 6, 2022

Subject: Resolution 20-2022 Michigan
Municipal Liability & Property Pool
Proposal

The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League (MML), and serviced by Meadowbrook, Inc. Both the MML and Meadowbrook are highly experienced insurance experts.

The MML quote received is based on the limits of coverage requested by the City of Douglas. The city has added several vehicles and tools recently purchased by the Department of Public Works.

The insurance and related services described in the proposal are presented to the City of Douglas for an annual premium of \$50,841. The city will be receiving a post-renewal dividend refund of \$4,910 following the receipt of payment of the 2022 renewal premium.

It is recommended that the City Council adopt Resolution 20-2022 approving the MML Liability & Property Pool proposal in the amount of an annual premium of \$50,841.

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

RESOLUTION NO. 20-2022

**A RESOLUTION TO ADOPT THE MICHIGAN MUNICIPAL LEAGUE LIABILITY
PROPERTY POOL PROPOSAL FOR FISCAL YEAR 2022-23**

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 day of June 6, 2022, at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

WHEREAS, the Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League (MML), and serviced by Meadowbrook, Inc. and

WHEREAS the Pool provides insurance coverage designed for Municipal exposures, combined with loss control programs, claims administration, legal defense and membership services and

WHEREAS the insurance and related services are being offered to the City of the Village of Douglas for an annual premium of \$50,841 and

WHEREAS the MML Liability & Property Pool Board of Trustees voted to return a post-renewal dividend for Members renewing in 2022. The City of the Village of Douglas's portion of the dividend return being \$4,910 in the month following payment of the City's 2022 renewal premium.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City Council acknowledges the importance of a risk management program and does hereby approve the Proposed Michigan Municipal League Liability & Property Pool proposal for the City of Douglas in the amount of \$50,841, which includes a dividend return of \$4,910 upon the payment of the City's 2022 renewal premium.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 6th day of June 2022

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Jerome Donovan, Mayor

BY: _____
Pamela Aalderink, City Clerk

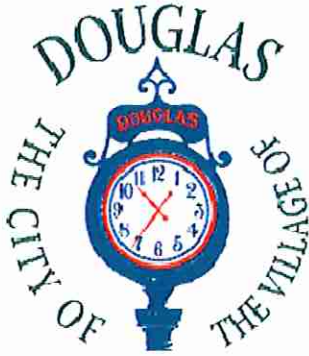
CERTIFICATION

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 on Monday, June 6, 2022 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, City Clerk

MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: June 6, 2022

Subject: Special Event Application –
11th Annual Lakeshore Harvest
Bike Ride

The Friends of the Blue Star Trail, a non-profit organization, has submitted a Special Event Application for their 11th Annual Lakeshore Harvest Bike Ride. This is an annual fund-raising event with all proceeds going to the Friends of the Blue Star Trail. The ride will start and end at Schultz Park where riders may choose one of four trails of varying length within Allegan County.

The proposed Lakeshore Harvest Bike Ride is scheduled for Saturday, September 17, 2022, from 7:00 am to 5:00 pm. Set-up time will be at 6:00 am and clean-up time will be at 5:00 pm. They anticipate having around 150 participants. City resources for this event may include use of the Douglas Police Department to help monitor traffic for the event.

I recommend City Council approve the Special Event Application from The Friends of the Blue Star Trail, and support the event with City resources for the proposed 11th Annual Lakeshore Harvest Bike Ride on September 17, 2022.



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.douglasmi.gov
info@douglasmi.gov

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: Friends of the Blue Star Trail PH: _____

Contact Name: Jeffrey Bianchi PH: _____

Street Address/P.O. Box: 135 Main Street - PO Box 129

City/State/Zip Code: Douglas, MI 49406

E-mail: jeffreybianchi1@gmail.com

CONTACT PERSON ON DAY OF EVENT: Jeffrey Bianchi PH: _____

EVENT INFORMATION

Name of Event: 11th Annual Lakeshore Harvest Bike Ride

Event Date(s): September 17, 2022 Anticipated Number of Attendees: 150

Purpose of Event: Annual fund-raising ride event, all proceeds go to "The Friends of the Blue Star Trail"

Location of Event: Riders choose 1 of 4 trails (of varying length) within Allegan County.
Schultz Park is the start/end point

Event Start & End Hours: 7:00 AM to 5:00PM

Estimated Date/Time for Set-Up: Sept 17 6:00 AM

Estimated Date/Time for Clean-Up: Sept 17 5:00 PM

Estimated Number of Volunteers: 10

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: _____

No alcohol will be served or available

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): Parking Area
Description of signs: Arrow signs for entrance, registration & parking
(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.

MARKETING:

How do you plan to market your event? (Example: Saugatuck/Douglas Area Convention & Visitors Bureau, Local Businesses, etc.) _____

Event is marketed through the FOTBS web site, Social Media, and member mailing lists

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– see sample provided)

☐ 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:

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. Prohibit its organization and guests from engaging in profane or inappropriate language or actions.
7. Abide by City of Douglas Ordinance Chapter 95.01 regarding Noise Nuisances.
8. 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 Contractors 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: Jeffrey Bianchi Date: February 17, 2022

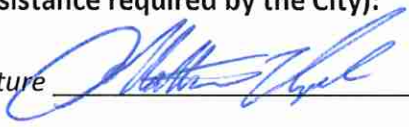
Signature of Applicant: _____ Date: February 17, 2022

----- Office Use -----

AUTHORIZING PERSONNEL SIGNATURES:

DEPARTMENT OF PUBLIC WORKS:

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

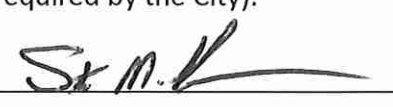
☒ Approved ☐ Denied Authorized Personnel Signature 

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: _____



FRIEOFT-02

ATREPANIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Nulty Agency, Inc. 5579 Stadium Drive Kalamazoo, MI 49009	CONTACT NAME: Nulty Certificates	
	PHONE (A/C, No, Ext): (269) 372-9200	FAX (A/C, No): (269) 372-9290
	E-MAIL ADDRESS: certs@nulty.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: West Bend Mutual Insurance Company	
INSURED Friends of the Blue Star Trail 6935 Blue Water Lane Fennville, MI 49408	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		A953960	7/3/2021	7/3/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
	GENTL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Director & Officers			A321193	7/3/2021	7/3/2022	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: 2021 Lakeshore Harvest Ride, 9/18/21.

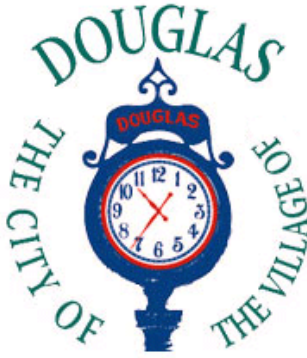
The presence of additional insured (including blanket versions) or waiver of subrogation endorsements or language will be denoted by a "X" in the appropriate column. If you require copies of any endorsements, please email certs@nulty.com.

CERTIFICATE HOLDER

CANCELLATION

The City of the Village of Douglas 86 W. Center St. Douglas, MI 49406-0757	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

MEMORANDUM



To: City Council

From: Rich LaBombard

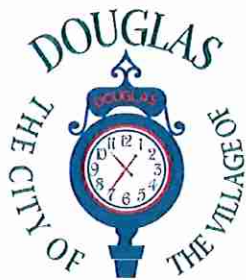
Date: June 6, 2022

Subject: Specially Designated Distributor
Licensing Requirements & General
Information

Halas, LLC, doing business as Isabel's Market + Eatery, located at 310 Blue Star Highway In Douglas, is seeking to obtain a Specially Designated Distributor License through the Michigan Liquor Control Commission (Commission). A Specially Designated Distributor License may be issued based on the City population from the most recent census.

To apply for a Specially Designated Distributor License the applicant does not have to seek a resolution of approval from the local unit of government.

I recommend City Council authorized the City Mayor to compose and send a letter to the Michigan Liquor Control Commission in support of Halas, LLC Specially Designated Distributor License.



The Village of Friendliness – Since 1870

June 1, 2022

Ms. Sara Weber
Licensing Division Director
Michigan Liquor Control Commission
P.O. Box 30005
Lansing, MI 48909

Dear Ms. Weber,

The City Council of Douglas, Michigan would like to take this opportunity to express our full support of Halas, LLC, d/b/a Isabel's Market & Eatery, located at 310 Blue Star Highway, Douglas, Michigan, in their effort to obtain a Specially Designated Distributor ("SDD") License.

Isabel's has been a wonderful addition to our community and the SDD license would not only complement their current offerings but would be a great asset to help serve our surging tourist population as a result of being one of the Midwest's most popular vacation destinations.

The owners of Isabel's have made significant improvements to their property and helped enhance the main business corridor of our City. During each step from acquisition and design to remodel and completion, the City of Douglas has enjoyed a cooperative relationship with ownership and fully anticipate this will continue with any future endeavors. As well-respected leaders in our community, we have full confidence Isabel's will responsibly handle any and all matters with regards to having a Specially Designated License.

Respectfully,

Jerome Donovan
The Honorable Mayor
Douglas, Michigan