

AGENDA THE CITY OF THE VILLAGE OF DOUGLAS REGULAR MEETING OF THE CITY COUNCIL MONDAY, October 3, 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 October 3, 2022
 - B. Approval of the Council Minutes of September 19, 2022
 - C. Approval of Invoices in the amount of \$106,647.97
 - D. Resignations/Appointments/Proclamations
 - i. Resignation of Paul Florian Planning Commission
 - ii. Appointment of Planning Commission Members
 - iii. Appoint November 8, 2022, Election Inspectors

Motion to approve the Consent Calendar of October 3, 2022 – roll call vote

- 5. Public Communication
 - A. Verbal (Limit of 3 minutes)
 - B. Written Communications
- 6. Unfinished Business
- 7. New Business
 - A. Resolution 33-2022 Establishing an Absentee Counting Board for the November 8, 2022, General Election

Motion to adopt Resolution 33-202 Establishing an Absentee Counting Board for the November 8, 2022, General Election. – roll call vote

B. Real Estate Donation Pride Memorial Garden 147 Center Street

Motion to accept the real estate sale/donation contract for 147 Center Street, Douglas, Michigan, commonly known as the "Pride Celebration Garden" from the Lawrence W, Gammons and Carl I. Jennings Trust and reimburse Mr. Gammons for concrete work as requested. – 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/87627 517397

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

> > 8762 751 7397

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 34-2022 Increase Kayak Storage Rack Fee

Motion to accept the Douglas Harbor Authority recommendation and adopt Resolution 34-2022 increasing the annual kayak storage space rental fee to \$175. – roll call vote

D. City Hall Exterior Painting Change Order

Motion to approve the Vork Brothers of Zeeland change order (#1) in the amount of \$2,000 for additional work to City Hall building. – roll call vote

- E. 2021 Road & Drainage Improvements Project Guardrail Replacement
- F. Knights of Columbus Tootsie Roll Drive

Motion to allow the Knights of Columbus to hold their Annual Tootsie Roll Drive on October 7^{th} & 8^{th} . – 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
 - i. City 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 Aalderink, 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 September 19, 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 Naumann, Seabert, Van Loon, Donovan Absent – Toepper, North, Miller (excused), Also Present – City Manager LaBombard, City Clerk Aalderink
- 3. Pledge of Allegiance Led by Mayor
- 4. Consent Calendar:
 - A. Agenda for September 19, 2022
 - B. Regular City Council Meeting Minutes of September 6, 2022
 - C. Approval of the invoices in the amount of \$60,846.88
 - D. Appointments/Resignations None
- **5.** Public Communication:
 - A. Verbal (Limit of three (3) minutes on agenda items only)
 - B. Written None
- **6. Unfinished Business**: No unfinished business
- 7. New Business:
 - A. Resolution 32-2022 Cemetery Agreement 2022-2025

Douglas residents have purchased a total of 33 plots in Saugatuck Township Cemetery over the past five-year period. This agreement allows Douglas residents to purchase plots at a rate of \$120 for a standard plot or \$80 for a cremation plot versus \$2,000 and \$1500.

Motion by Seabert, with support from Van Loon, to approve Resolution 32-2022 and enter into agreement with Saugatuck Township for Cemetery Services for a term of July 1, 2022, to June 30, 2025, and authorize the Mayor and City Clerk to sign on behalf of the City. Motion carried by unanimous roll call vote of members present.

B. Separation Agreement and Release of Claims

Motion by Van Loon, with support from Naumann, to adopt the Separation Agreement and Release of Claims between Nicholas Wikar and the City of the Village of Douglas in an amount not to exceed \$21,127.02. Motion carried by unanimous roll call vote of members present.

C. Special Event – Douglas Halloween Parade for Adults

Motion to by Seabert, with support from Naumann, to approve the Special Event Application from Hystopolis and provide in-kind support for the 24th Annual Douglas Halloween Parade for Adults. Motion carried by unanimous roll call vote.

D. Special Event – Douglas Elementary School Parent Teacher Organization Walk a Thon

Motion by Van Loon, with support from Seabert, to approve the Special Event Application by the Douglas Elementary School Parent Teacher Organization to hold a Walk A thon Parade on Friday, October 7 from 12:30 pm to 1:30 pm. Motion carried by unanimous roll call vote of members present.

E. Special Event Amendment – Octoberfest

Motion by Naumann, with support from Van Loon, to approve the amendments to the Special Event Application from Community Pride and Everyday People Café to include October 9, 2022. Motion carried by unanimous roll call vote of those members present.

F. Deer Management and Feeding

A survey was placed on the desk for council to review, this survey will go out to the public for comments. It's intent is to gauge the importance of ridding the city of deer.

8. Reports:

- A. Commission / Committee / Board Reports
 - 2. Kalamazoo Lake Sewer Water Authority Required monthly reports were sent to EGLE. Monthly monitoring and maintenance of lift stations and well structures was performed without incident. The required annual percentage of households for water testing of lead lines has been completed. Plummers Environmental performed sewer main lining the week of September 6th after supply shortages delayed this previously approved work.
- B. Staff Written Reports

City Manager LaBombard reported that Tricia Anderson, will hold office hours in Planning/Zoning on Wednesdays. Code enforcements are going out. Seabert would like a SOP for complaints from the community.

- 9. Public Communication:
 - A. Verbal (Limit of 3 minutes)

Dan Urquhart, reported he has a lot of neighborhood, they eat out of the bird feeders. Suggested the City allow bow hunting.

10. Council Comments

Seabert Would like Council to begin looking into absences by Board Members.

11. Adjournment – Motion by Seabert, with support from Van Loon, to adjourn the meeting. Motion carried by roll call vote.

THE CITY OF THE VILLAGE OF DOUGLAS			
	Signed:	Date:	
	Jerome Do	onovan, City Mayor	
	Signed:	Date:	
	Pamela Aa	ılderink, City Clerk	

Approved this day of

09/29/2022

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS EXP CHECK RUN DATES 10/03/2022 - 10/03/2022 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt
	GL Distribution	•		
88412689				
44385	ABSOPURE WATER COMPANY	09/28/2022	10/03/2022	43.50
	DPW WATER			
	101-463.000-740.000 SUI	PLIES		43.50
828054				
44364	ACE PARKING LOT STRIPING	09/12/2022	10/03/2022	900.00
	SCHULTZ PARK DRIVE PAVEMENT	_	.D.A.I	000.00
22478	203-463.000-930.000 REF	AIRS & MAINTENANCE: GENE	:KAL	900.00
44338	AQUATIC DOCTORS	09/20/2022	10/03/2022	245.00
44336	TREAT POND BY ROOT BEER BAR		10/03/2022	243.00
		NTRACTUAL		245.00
3699		***************************************		2 13.00
44376	AXMAN ENTERPRISES INC	09/22/2022	10/03/2022	850.00
	STUMP GRINDING	. ,	, ,	
	101-463.000-802.010 CO	NTRACTUAL FORESTRY		850.00
3700				
44377	AXMAN ENTERPRISES INC	09/22/2022	10/03/2022	500.00
	STUMP GRINDING			
	101-463.000-802.010 CO	NTRACTUAL FORESTRY		500.00
3701		00/00/000	10/00/0000	2 222 22
44378	AXMAN ENTERPRISES INC	09/22/2022	10/03/2022	2,000.00
	STUMP GRINDING 101-463.000-802.010 CO	NTRACTUAL FORESTRY		2,000.00
2249	101-403.000-802.010 CO	VIRACIOAL FORESTRI		2,000.00
44373	BILLS TREE SERVICE	09/15/2022	10/03/2022	1,000.00
. 1373	REMOVE MAPLE AT 484 S UNION	03/13/2022	10,03,2022	1,000.00
	101-463.000-802.010 CO	NTRACTUAL FORESTRY		1,000.00
2247				
44374	BILLS TREE SERVICE	09/15/2022	10/03/2022	3,000.00
	REMOVE TREES 40 FERRY, 64 FER	RY AND 64 1/2 FERRY		
	101-463.000-802.010 CO	NTRACTUAL FORESTRY		3,000.00
2250				
44375	BILLS TREE SERVICE	09/15/2022	10/03/2022	1,000.00
	REMOVE TREE 135 UNION ST	UTD A CTUAL CODECTDY		4 000 00
9-15-22	101-463.000-802.010 CO	NTRACTUAL FORESTRY		1,000.00
9-15-22 44322	COMCAST	09/15/2022	10/03/2022	391.24
44322	POLICE OFFICE	03/13/2022	10/03/2022	331.24
		EPHONE		391.24
3997				
44319	COMMERCIAL RECORD	08/25/2022	10/03/2022	346.50
	HARBOR AUTH NOTICE, CLERK DE			
	245-754.000-900.000 PRI	NTING & PUBLISHING		56.00

		PRINTING & PUBL			70.00
202766200407	248-728.000-880.000 (COMMUNITY PRO	JIVIOTION		220.50
203766288407 44329	CONSUMERS ENERGY		09/20/2022	10/03/2022	44.23
	250 WILEY SCHULTZ PARK RAN				
	213-753.000-922.000 l	UTILITIES 			44.23
601013026196					
44330	CONSUMERS ENERGY		09/20/2022	10/03/2022	492.07
	49406 LED LIGHT RD				
	101-463.000-925.000	STREET LIGHTS			492.07
207146823704					
44346	CONSUMERS ENERGY		09/21/2022	10/03/2022	42.43
	201 WASHINGTON - POINT PLE	EASANT DOCKS			
	594-597.000-922.000 l	UTILITIES			42.43
207146823705					
44347	CONSUMERS ENERGY		09/21/2022	10/03/2022	48.14
	177 WASHINGTON - POINT PLE	EASANT			
	594-597.000-922.000 l	UTILITIES			48.14
207058262174					
44387	CONSUMERS ENERGY		09/26/2022	10/03/2022	33.63
	25 MAIN ST BEERY FIELD BALL	FIELD	. ,		
	101-751.000-922.000 U	UTILITIES			33.63
207058262173					
44388	CONSUMERS ENERGY		09/26/2022	10/03/2022	235.77
44300	37 WASHINGTON - BEERY FIEL	D RESTROOMS	03/20/2022	10/03/2022	255.77
		UTILITIES			235.77
202164466779	101-731.000-322.000				
44389	CONSTINEDS ENERGY		00/26/2022	10/02/2022	200.60
44309	CONSUMERS ENERGY		09/26/2022	10/03/2022	289.68
	POLICE	LITUITIC			200.00
207050262472	101-301.000-922.000 U	UTILITIES			289.68
207058262172	CONCLINAEDS ENEDGY		00/26/2022	40/02/2022	265.22
44390	CONSUMERS ENERGY		09/26/2022	10/03/2022	265.32
	DPW				265.22
	101-265.000-922.000	UTILITIES 			265.32
204923192279			/ /	/ /	
44391	CONSUMERS ENERGY		09/26/2022	10/03/2022	235.68
	503 W CENTER - CENTER ST LIC				
	101-463.000-922.000	UTILITIES			235.68
202164466780					
44392	CONSUMERS ENERGY		09/26/2022	10/03/2022	202.39
	86 W CENTER				
	101-265.000-922.000 l	UTILITIES			202.39
13441					
44362	D & L TRUCK AND TRAILER, LLC	C	09/19/2022	10/03/2022	934.48
	TRUCK #1 DOT ANNUAL INSPE	CTION			
	660-903.000-930.004	VEHICLE MAINTE	NANCE & REPAIRS	S	934.48
13440					
44363	D & L TRUCK AND TRAILER, LLC	C	09/19/2022	10/03/2022	1,339.38
	TRUCK #5 ANNUAL INSPECTION	N			
	660-903.000-930.004	VEHICLE MAINTE	NANCE & REPAIRS	5	1,339.38
15341					
44343	DOUGLAS SHELL		09/17/2022	10/03/2022	72.65

	POLICE CAR MAINT				
	101-301.000-930.004	VEHICLE MAINT	ENANCE & REPAIR	RS	72.65
ENV333536597					
44393	ENVELOPES.COM		08/19/2022	10/03/2022	(66.00)
	213-753.000-958.000	MISCELLANEOU	S		(66.00)
189166					
44342	GRAPHIX EMBROIDERY		08/19/2022	10/03/2022	8.25
	EMBROIDER #2 LOGO				
	101-301.000-750.000	UNIFORMS			8.25
272652					
44353	IHLE AUTO PARTS		09/22/2022	10/03/2022	25.56
	CLEAR GREASE OFF PLW TRU	JCKS			
	660-903.000-930.004	VEHICLE MAINT	ENANCE & REPAIR	RS	25.56
272826					
44379	IHLE AUTO PARTS		09/28/2022	10/03/2022	52.99
	ZERO TURN MOWER BATTER	RY			
	660-903.000-930.004	VEHICLE MAINT	ENANCE & REPAIR	RS	52.99
27822					
44380	IHLE AUTO PARTS		09/28/2022	10/03/2022	408.12
	EQUIP PLOW TRUCK WITH W	VINTER BLADES			
	660-903.000-930.004	VEHICLE MAINT	ENANCE & REPAIR	RS	408.12
210772					
44395	KERKSTRA RESTROOM SERVI	CE	09/28/2022	10/03/2022	175.00
	POINT PLEASANT MARINA				
	594-597.000-820.000	MARINA OPERA	TIONS		175.00
9-15-22					
44351	KRISTA REUTER STUDIO		09/15/2022	10/03/2022	298.94
	ART ON CENTER				
	248-728.000-880.000	COMMUNITY PR	ROMOTION		298.94
BYR-1025051					
44365	KUBOTA OF WEST MICHIGAI	V	09/16/2022	10/03/2022	100.96
	LAWN MOWER BELT				
	660-903.000-930.004	VEHICLE MAINT	ENANCE & REPAIR	RS	100.96
596692					
44340	KUSTOM SIGNALS INC		09/02/2022	10/03/2022	2,018.00
	RAPTOR RADAR				
	101-301.000-977.000	EQUIPMENT			2,018.00
2040					
44360	LAKESHORE OUTDOORS LLC		09/15/2022	10/03/2022	108.00
	BRUSH DUMPING				
	101-463.000-802.000	CONTRACTUAL			108.00
8-9-22					
44345	MACMEDIA		08/09/2022	10/03/2022	540.00
	ART ON CENTER ADS				
	248-728.000-880.000	COMMUNITY PR	ROMOTION		540.00
45218					
44354	MENARDS - SOUTH HAVEN		09/15/2022	10/03/2022	1,508.22
	POTHOLE PATCH				
	202-463.000-802.000	CONTRACTUAL			754.11

44358	METROPOLITAN COMPOUND WASH AND WAX 5 GALLONS		09/01/2022	10/03/2022	489.93
	660-903.000-930.004	VEHICLE MAINTE	NANCE & REPAIR	s	489.93
4296907539					
44325	MICHIGAN GAS UTILITIES		09/20/2022	10/03/2022	56.93
	86 CENTER				
	101-265.000-922.000	UTILITIES			56.93
4297014382			00/00/000	10/00/0000	44.00
44326	MICHIGAN GAS UTILITIES		09/20/2022	10/03/2022	44.36
	486 WATER	LITUITIES			44.26
420002020	101-265.000-922.000	UTILITIES			44.36
4296892028	NAICHICANI CAS LITHITIES		00/20/2022	10/02/2022	40.66
44327	MICHIGAN GAS UTILITIES 47 CENTER		09/20/2022	10/03/2022	40.66
	101-301.000-922.000	UTILITIES			40.66
4297149725	101-301.000-922.000				40.00
44328	MICHIGAN GAS UTILITIES		09/20/2022	10/03/2022	20.92
44320	201 WASHINGTON ST POINT	PLEASANT	03/20/2022	10,03,2022	20.32
	594-597.000-922.000	UTILITIES			20.92
3844					
44320	MICHIGAN TWP. SERVICES A	LLEGAN	09/12/2022	10/03/2022	9,055.35
	PERMIT FEES AUG 22		, ,	, ,	•
	101-701.000-804.000	CONTRACTUAL B	UILDING INSPECT	ΓΙΟ	9,055.35
268281086001					
44336	ODP BUSINESS SOLUTIONS		09/16/2022	10/03/2022	120.90
	SUPPLIES				
	101-265.000-740.000	SUPPLIES			56.73
	101-301.000-740.000	SUPPLIES			19.28
	101-463.000-740.000	SUPPLIES			44.89
223963					
44384	ONE CAUSE		09/28/2022	10/03/2022	995.00
	ONE CAUSE SITE RENEWAL-P	D WITH PARK PRO	DJ DONATIONS		
	101-751.000-958.000	MISCELLANEOUS) 		995.00
1438					
44361	OVERISEL ELECTRIC LLC		09/19/2022	10/03/2022	400.00
	DOUGLAS PD LIGHT REPAIRS				
	101-301.000-930.000	REPAIRS & MAIN	TENANCE: GENER	RAL 	400.00
2209-603635	OVERICE! LUMARER CO		00/27/2022	40/02/2022	72.40
44366	OVERISEL LUMBER CO.	CLICUTING	09/27/2022	10/03/2022	72.40
	CITY HALL BACK OF BUILDING 101-265.000-930.000	REPAIRS & MAIN	TENIANICE: CENIEI	2.4.1	72.40
2209-602465	101-205.000-950.000		TENANCE. GENER		72.40
44367	OVERISEL LUMBER CO.		09/22/2022	10/03/2022	44.99
44307	PARK EQUIPMENT		03/22/2022	10/03/2022	44.55
	101-751.000-977.000	EQUIPMENT			44.99
2209-602143					
44368	OVERISEL LUMBER CO.		09/21/2022	10/03/2022	4.50
, .000	SHELF @ BEERY FIELD		30,, 2022	20,00,2022	50
	101-751.000-930.000	REPAIRS & MAIN	TENANCE: GENFF	RAL	4.50
2209-602014					
44369	OVERISEL LUMBER CO.		09/21/2022	10/03/2022	69.84
	SHELF AT BEERY FIELD		•	-	

	101-751.000-930.000	REPAIRS & MAIN	ITENANCE: GENE	RAL	69.84
2209-602145					
44370	OVERISEL LUMBER CO.		09/21/2022	10/03/2022	4.50
	SHELF AT BEERY FIELD				
	101-751.000-930.000	REPAIRS & MAIN	ITENANCE: GENE	RAL	4.50
2209-602016					
44371	OVERISEL LUMBER CO.		09/21/2022	10/03/2022	19.99
	SAFETY GLASSES				
	101-463.000-740.000	SUPPLIES			19.99
2209-600439					
44372	OVERISEL LUMBER CO.		09/15/2022	10/03/2022	96.97
	SHOVEL/RAKES & SPRAYER				
	101-751.000-977.000	EQUIPMENT			96.97
2208-594954					
44381	OVERISEL LUMBER CO.		08/26/2022	10/03/2022	21.98
	66TH ST			, , -	
	101-265.000-930.000	REPAIRS & MAIN	ITENANCE: GENF	RAL	21.98
2208-028738					
44382	OVERISEL LUMBER CO.		08/26/2022	10/03/2022	(9.35)
	RETURNS		00, 00, 0022	-0,00,2022	(3.33)
	101-463.000-740.000	SUPPLIES			(9.35)
 2208-029027					(5.55)
44383	OVERISEL LUMBER CO.		08/26/2022	10/03/2022	(32.61)
44303	RETURNS		00, 20, 2022	10/03/2022	(32.01)
	101-463.000-740.000	SUPPLIES			(32.61)
9-20-22					(32.01)
44332	JENNIFER PEARSON		09/20/2022	10/03/2022	200.00
44332	DHA & KLHA MEETING		09/20/2022	10/03/2022	200.00
		DECORDING CLE	DIV		100.00
	594-597.002-812.000	RECORDING CLEI			100.00
4.64	245-754.000-812.000	RECORDING CLEI	KK 		100.00
161	DE A DCON, DDODEDTIES		00/26/2022	40/02/2022	275.00
44348	PEARSON PROPERTIES	D FOLUDA AFAIT	09/26/2022	10/03/2022	375.00
	RENTED STORAGE SPACE FO	•			275.00
	594-597.002-802.000	CONTRACTUAL			375.00
9-16-22	DITNEY DOWNER INC		00/46/2022	40/02/2022	4 543 50
44337	PITNEY BOWES INC		09/16/2022	10/03/2022	1,513.50
	POSTAGE				
	101-215.000-901.000	POSTAGE			1,513.50
	101-215.000-901.000	POSTAGE			
	101-215.000-901.000 PK CONTRACTING	POSTAGE	09/15/2022	10/03/2022	1,513.50 6,082.04
	101-215.000-901.000 PK CONTRACTING PAVEMENT MARKINGS		09/15/2022	10/03/2022	6,082.04
	101-215.000-901.000 PK CONTRACTING PAVEMENT MARKINGS 202-463.000-802.000	CONTRACTUAL	09/15/2022	10/03/2022	6,082.04 3,809.83
	101-215.000-901.000 PK CONTRACTING PAVEMENT MARKINGS		09/15/2022	10/03/2022	6,082.04
	101-215.000-901.000 PK CONTRACTING PAVEMENT MARKINGS 202-463.000-802.000	CONTRACTUAL	09/15/2022 	10/03/2022	6,082.04 3,809.83
44323 22600001191	101-215.000-901.000 PK CONTRACTING PAVEMENT MARKINGS 202-463.000-802.000	CONTRACTUAL	09/15/2022 09/12/2022	10/03/2022	6,082.04 3,809.83
22600001191	101-215.000-901.000 PK CONTRACTING PAVEMENT MARKINGS 202-463.000-802.000 203-463.000-802.000	CONTRACTUAL			6,082.04 3,809.83 2,272.21
22600001191	101-215.000-901.000 PK CONTRACTING PAVEMENT MARKINGS 202-463.000-802.000 203-463.000-802.000 PRIORITY HEALTH	CONTRACTUAL	09/12/2022		6,082.04 3,809.83 2,272.21
22600001191	PK CONTRACTING PAVEMENT MARKINGS 202-463.000-802.000 203-463.000-802.000 PRIORITY HEALTH OCT HEALTH INSURANCE	CONTRACTUAL CONTRACTUAL	 09/12/2022 EFITS		6,082.04 3,809.83 2,272.21 19,094.15
22600001191	101-215.000-901.000 PK CONTRACTING PAVEMENT MARKINGS 202-463.000-802.000 203-463.000-802.000 PRIORITY HEALTH OCT HEALTH INSURANCE 101-172.000-719.000	CONTRACTUAL CONTRACTUAL INSURANCE BEN	 09/12/2022 EFITS EFITS		6,082.04 3,809.83 2,272.21 19,094.15 1,166.96
22600001191	101-215.000-901.000 PK CONTRACTING PAVEMENT MARKINGS 202-463.000-802.000 203-463.000-802.000 PRIORITY HEALTH OCT HEALTH INSURANCE 101-172.000-719.000 101-215.000-719.000 101-265.000-719.000	CONTRACTUAL CONTRACTUAL INSURANCE BEN INSURANCE BEN INSURANCE BEN	 09/12/2022 EFITS EFITS EFITS		6,082.04 3,809.83 2,272.21 19,094.15 1,166.96 3,195.55 334.31
222127-1 44323 22600001191 44324	PK CONTRACTING PAVEMENT MARKINGS 202-463.000-802.000 203-463.000-802.000 PRIORITY HEALTH OCT HEALTH INSURANCE 101-172.000-719.000 101-215.000-719.000	CONTRACTUAL CONTRACTUAL INSURANCE BEN INSURANCE BEN	O9/12/2022 EFITS EFITS EFITS EFITS EFITS		6,082.04 3,809.83 2,272.21 19,094.15 1,166.96 3,195.55

	101-751.000-719.000	INSURANCE BEN	JEFITS		1,312.59
	202-463.000-719.000	INSURANCE BEN			1,778.65
	203-463.000-719.000	INSURANCE BEN			1,780.78
106546698					
44344	RICOH U.S.A, INC.		09/23/2022	10/03/2022	203.10
	POLICE COPIER				
	101-301.000-942.000	LEASE- COPIER			203.10
1094291353					
44350	RICOH U.S.A, INC.		09/26/2022	10/03/2022	8,157.00
	CITY HALL COPIER				
	660-265.000-979.000	CAPITAL OUTLA	Y		8,157.00
1094313278					
44394	RICOH U.S.A, INC.		09/28/2022	10/03/2022	200.00
	COPIER SETUP				
	101-215.000-802.000	CONTRACTUAL			200.00
22-558					
44349	SAUGATUCK TWP FIRE DIS	STRICT	09/22/2022	10/03/2022	125.00
	RENTAL HOME INSPECTIO	NS			
	101-701.000-802.000	CONTRACTUAL			125.00
12444					
44318	SISTERS IN INK		09/16/2022	10/03/2022	360.00
	PRIDE BANNERS				
	701-771.000-880.000	COMMUNITY PF	ROMOTION		360.00
PAY APP #7					
44333	SOUTHWEST TRANSPORT		09/21/2022	10/03/2022	34,399.52
	CAMPBELL RD IMPROVEM		.,		24.222.52
	203-463.000-979.000	CAPITAL OUTLA	Y 		34,399.52
86379	V(C2 INC		00/45/2022	40/02/2022	442.50
44321	VC3 INC	N.V.	09/15/2022	10/03/2022	412.50
	MICROSOFT 365 QUARTER				412.50
 9915712989	101-215.000-802.000	CONTRACTUAL			412.50
44339	VERIZON WIRELESS		09/13/2022	10/03/2022	437.80
44333	CITY ISSUED PHONES		09/13/2022	10/03/2022	437.00
	101-215.000-851.000	TELEPHONE			43.78
	101-301.000-851.000	TELEPHONE			43.78
	101-463.000-851.000	TELEPHONE			262.68
	101-701.000-851.000	TELEPHONE			43.78
	101-101.000-851.000	TELEPHONE			43.78
 9916649320					
44352	VERIZON WIRELESS		09/26/2022	10/03/2022	367.39
	DPW IPADS		, -, -	-,,	
	101-463.000-851.000	TELEPHONE			367.39
 94896					
44331	WILLIAMS AND WORKS		08/27/2022	10/03/2022	1,241.60
	PLANNING CONSULTING S	ERVICES		, ,	•
	101-701.000-803.000	CONTRACTUAL	CONSULTANT		1,241.60
94874					
44334	WILLIAMS AND WORKS		09/27/2022	10/03/2022	1,680.45
	DDA DEVELOPMENT PLAN	UPDATE			•
					1,680.45

114-4521708-92	73059				
44335	AMAZON MARKETPLACE		09/21/2022	10/03/2022	52.97
	CHRISTMAS LIGHTS				
	101-802.000-958.000	MISCELLANEOUS	S		52.97
9-23-22					
44355	BLAIN'S FARM & FLEET		09/23/2022	10/03/2022	209.69
	BIG PLOW TRUCK SUPPLIES				
	660-903.000-930.004	VEHICLE MAINTE	ENANCE & REPAIR	RS	209.69
9-26-22					
44356	CUDDEBACK		09/26/2022	10/03/2022	42.40
	SERVICE TO CATCH VANDAL	S AT 66TH ST PROF	PERTY		
	101-265.000-802.000	CONTRACTUAL			42.40
9-26-22					
44357	CUDDEBACK		09/26/2022	10/03/2022	42.40
	SERVICE TO CATCH VANDAL	S AT 66TH ST PROF	PERTY		
	101-265.000-802.000	CONTRACTUAL			42.40
9-23-22					
44341	DUNES VIEW KWIK SHOP, IN	NC .	09/23/2022	10/03/2022	12.00
	CAR WASH				
	101-301.000-930.004	VEHICLE MAINTE	ENANCE & REPAIR	RS 	12.00
7520665					
44359	NATIONAL NOTARY ASSOC		09/26/2022	10/03/2022	202.09
	NOTARY PACKAGE - LAURA				
	101-215.000-908.000	DUES/FEES/PUB	LICATIONS		202.09
INV168002651					
44386	ZOOM VIDEO COMMUNICA	TIONS, INC	09/24/2022	10/03/2022	29.98
	MONTHLY ZOOM				
		MISCELLANEOUS	S		29.98
Total Purchase (Card Vendor: 10071 CARDMEN	IBER SERVICE			591.53

# of Invoices: 75 # Due: 75 Totals:	106,755.93
# of Credit Memos: 3 # Due: 3 Totals:	(107.96)
Net of Invoices and Credit Memos:	106,647.97
TOTALS BY FUND	
101 - GENERAL FUND	44,485.04
202 - MAJOR STREET FUND	6,342.59
203 - LOCAL STREETS FUND	40,106.62
213 - SCHULTZ PARK LAUNCH RAMP	(21.77)
245 - TRI-COMMUNITY HARBOR AUTHORITY	156.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY	2,739.89
594 - DOUGLAS MARINA	761.49
660 - EQUIPMENT RENTAL FUND	11,718.11
701 - GENERAL AGENCY FUND	360.00
TOTALS BY DEPT/ACTIVITY	
101.000 - LEGISLATIVE	73.76
172.000 - MANAGER	1,166.96
215.000 - CLERK/TREASURER	5,637.42
265.000 - BUILDING & GROUNDS	9,296.22
301.000 - POLICE	11,497.41
463.000 - GENERAL STREETS & ROW	57,398.63
597.000 - POINT PLEASANT	286.49
597.002 - DOUGLAS HARBOR AUTHORITY	475.00
701.000 - PLANNING & ZONING	10,925.09
728.000 - DOWNTOWN DEVELOPMENT AUTHORITY	2,739.89
751.000 - PARKS & RECREATION	3,042.79
753.000 - LAUNCH RAMPS	(21.77)
754.000 - HARBOR	156.00
771.000 - COMMUNITY PRIDE	360.00
802.000 - COMMUNITY PROMOTIONS	52.97
903.000 - EQUIP. REPAIRS & MAINTENANCE	3,561.11

Pam Aalderink

From:

Pam Aalderink

Sent:

Wednesday, September 21, 2022 11:19 AM

To:

paul@paulflorian.net

Cc:

Jennifer Pearson; Paul Buszka; Rich LaBombard

Subject:

RE: Paul Florian - Planning Commission

Tracking:

Recipient

Read

paul@paulflorian.net

Jennifer Pearson

Read: 9/21/2022 11:22 AM

Paul Buszka

Rich LaBombard

Read: 9/21/2022 2:07 PM

Mr. Florian,

Good afternoon, thank you for responding to my letter regarding your requirement to register as a voting member of the City of Douglas to bring you into compliance with the Planning Commission bylaws (ARTICLE 4 – Membership) membership of the Commission shall consist of seven or nine *qualified electors* of the City of the Village of Douglas.

Per your phone conversation with our Executive Assistant on September 20th, you will not be registering as a voter here in Michigan, this decision disqualifies you as a member of the Douglas Planning Commission and as such you will not be able to sit as a member of the Planning Commission meeting this evening, September 21st.

If you have any questions regarding this decision, please do not hesitate to contact our office.

Respectfully

Pamela Aalderink, Douglas City Clerk

From: Jennifer Pearson <Douglas@douglasmi.gov> Sent: Tuesday, September 20, 2022 12:00 PM

To: Pam Aalderink <clerk@douglasmi.gov>; Paul Buszka <PBuszka@DouglasMl.gov>

Subject: Paul Florian - Planning Commission

Good Morning,

On September 20, 2022, at 11:45am, Paul Forian called and stated that he would not be registering to vote with the City of Douglas per your letter to him.

Thanks

Jenny Pearson

City of Douglas



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

F	lanning:
	Received By: 9, 23, 22 Sent To: CLERK Date: Appointed Date:

BOARD and COMMISSION APPLICATION

Name: Gregory Freenan	Date Submitted: 09/23/22
Address: 123 Harbor Court, PO Box	614
City / Zip: Douglas, MI 49406	
Phone: 312-203-9383	E-Mail: freeman.g@sbcglobal.net
On which board or commis	sion would you like to serve? Planning Commission
Are you a registered voter	in Douglas: YES NO
Have you been a resident of	of the City of Douglas for at least one year? YES NO
Occupation: Retired	
	t information which you think should be considered for your appointment to a Facilities Planning, Design & Construction, Univ of Chicago Medical Center, Director Friends of the Parks,
Founder Friends of Monroe H	arbor - Lakefront Planning, Masters in Project Management, Sec'y THCA HOA
potential conflict of interes	mily member have any professional or financial relationship that may present a tor this board or commission? YES NO
	who is currently on any board or commission? YES NO
 Are you presently indebted assessment, license fee or 	I to the City of the Village of Douglas for overdue or personal property tax, special property lien? YES NO V
	s an appointee to any other City of Douglas board or commission? YES 🗾 NO 🔲 mission? Douglas Harbor Authority
YES NO If yes, explain the circumsta	f a misdemeanor within the past five years or a felony within the past ten years? ances on a separate sheet of paper and attach it to this application. A conviction is
not necessarily grounds for	disqualification.

•	What kind of experience, education, community activities, organizations have you belonged to and how do you think your involvement would benefit the community? (Attach additional page if needed) See attached
•	Describe your understanding of the board or commission you are applying for: Review and provide guidance, along with City staff, on the development of private and public spaces and buildings in the City of Douglas.
•	Why do you want to be appointed to this board or commission? Douglas is now my home. I am very interested in being a part of how the community grows and evolves in the coming years. This is a very special place and there need
	to be commmitted stewards of the land and resources.
•	Have you attended any meetings of the board or commission you are applying to? YES V NO
•	Have you reviewed the current meeting schedule of the indicated board(s) or commission(s) and determined that you can commit to regular meeting attendance and participation? YES NO NO
	erstand this appointment will require substantial effort on my part and I am willing to devote the necessary time Try out the responsibilities and requirements of the position.
Signat	ture of the applicant Date

Return Application to:

City of Douglas 86 W. Center St. PO Box 757 Douglas, MI 49406-0757 Email: clerk@douglasmi.gov

Fax: 269-857-4751

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

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

Attachment to Greg Freeman's Application to Join the Douglas Planning Commission September 23, 2021

Experience, Education, Community Organizations and Activities

- Masters Degree in Project Management and 30+ years of managing projects. Most recent employer was University of Chicago Medical Center working on new buildings/clinics and support services projects.
- Friends of Monroe Harbor, Founder/President a lakefront planning, development and preservation group in Chicago
- Friends of the Parks, Board of Directors Chicago's premier open space advocacy organization
- Chicago Yacht Club member (CYC) 1982 2021
 - O Board of Directors: 6 years:
 - o Chair/Vice Chair CYC Race to Mackinac 2008 2011
- Public Speaker, Trainer, Facilitator and Story Teller
- USCG 100 Tons Captains License, Near Coastal and Great Lakes, with Salling and Towing endorsements
- · Retired, live in Douglas, MI

"You can't just be opposed to something you don't like; you've got to be in favor of something better."





PIANNING COMMISSION

City of the Village of Douglas 86 W. Center St. PO Box 757 Douglas, MI 49406

PH: 269-857-1438 / FX: 269-857-4751

BOARD and COMMISSION APPLICATION

Name:	Date Submitted: 9-1-22
Addres	
City / Z	Zip: DOUGIAS
Phone	:66-260-9035 E-Mail: EXMAR GWAL LOM
	On which board or commission would you like to serve?
•	Are you a registered voter in Douglas: YES NO
•	Have you been a resident of the City of Douglas for at least one year? YES NO
•	Occupation: SELF EM PLOYOD
•	Please indicate any relevant information which you think should be considered for your appointment to a board or commission:
	CHAIR, ZONING CROINANCE REWRITE STEPING COMMITTEE
•	Do you or an immediate family member have any professional or financial relationship that may present a potential conflict of interest for this board or commission? YES NO If yes, please explain:
•	Are you related to anyone who is currently on any board or commission? YES NO
•	Are you presently indebted to the City of the Village of Douglas for overdue or personal property tax, special assessment, license fee or property lien? YES NO
	Ti yes, piease explain.
•	Are you currently serving as an appointee to any other City of Douglas board or commission? YES NO



•	Have you been convicted of a misdemeanor within the past five years or a	a felony within the past ten years?
	YES NO X	and the state of t
	If yes, explain the circumstances on a separate sheet of paper and attach	it to this application. A conviction is
	not necessarily grounds for disqualification.	
	What kind of experience, education, community activities, organizations h	nave you belonged to and how do
•	you think your involvement would benefit the community (Attach additi	_
	SERVED VAND ALS CITY AMERICA	a RN TIME MCT
	The second second	Web fact bear
	- (MO MEARE)	***
•	Describe your understanding of the heard or commission you are applying	g for: LANDUSE
•	Describe your understanding of the board or commission you are applying	B TOT.
	TOP IT OF HOUSE	
- 1	Why do you want to be appointed to this board or commission?	DE LAW EXCEDIENCE
•	TO HELD AND THE COMMUNITY	the state of the s
	10 JOHN MID COMMING CY	
•	Have you attended any meetings of the board or commission you are app	lying to? YES NO
•	Thave you accorded any meetings of the source of commission you are app	7,118 (3.1.1.3
	Have you reviewed the current meeting schedule of the indicated board(s	s) or commission(s) and determined
-	that you can commit to regular meeting attendance and participation? Y	
	· ·	
		7
Lunder	stand this appointment will require substantial effort on my part and I am	willing to devote the necessary time
	y out the responsibilities and requirements of the position.	,
1		
//		0 1 5 5
		9-1-22
Signati	ure of the applicant	Date

Return Application to:

City of Douglas 86 W. Center St. PO Box 757

Douglas, MI 49406-0757

Email: clerk@ci.douglas.mi.us

Fax: 269-857-4751

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

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



MEMORANDUM

To: City Council

City Manager

From: City Clerk

Date: October 3, 2022

Subject: November 8, 2022 Elecection

Inpector Appointments

As the City Clerk for the City of the City of the Village of Douglas I recommend that the City Council assign the following individuals to work the November 8, 2022 General Election.

Chair: Jene Neve

AM Inspectors: Donna St. Andre'

Susan Ooms Bill LeFevere Suzanne Dixon

PM Inspectors: Renee Waddell

Erica Baarman Sam Phillippe Greg Harvath

Absentee Voter Counting Board:

Louise Pattison Lawrence Basgall

Upon recommendation from the City Clerk, the City Council appoints the following Election Inspectors to work the November 8, 2022, General Election.

MEMORANDUM



To: Rich LaBombard

From: City Clerk Aalderink

Date: October 3, 2022

Subject: Establish an Absentee Voter Counting Board

An Absentee Counting Board is a separate board established to count and process absent votes separately from those votes cast in the precinct on election day. With an increase in absent voter ballot requests the City Clerk has determined that it would be in the best interest of the city to use an absentee voter counting board to maintain a smooth flow of traffic within the polling precinct on November 8, 2022.

It is my recommendation that the City Council adopt Resolution 33-2022 and establish an Absentee Voter Counting Board for the November 8, 2022, November 8, 2022, General Election.

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

RESOLUTION NO. 33 -2022

A RESOLUTION TO ESTABLISH AN ABSENTEE COUNTING BOARD FOR THE **NOVEMBER 8, 2022, ELECTION**

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 3rd day of October 2022, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson and supported by

Councilperson

RESOLUTION

WHEREAS, The City of the Village of Douglas seeks to run every election in an accurate and timely manner, and

WHEREAS, the absentee ballots received for each election have exponentially increased adding to the time it takes to complete the required paperwork at the closing of election.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City of the Village of Douglas City Council does hereby authorize the City Clerk to establish and implement an Absentee Counting Board for the November 8, 2022, Election.

YEAS: Council Members:
NAYS: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:
ADOPTED this 3rd day of October 2022
CITY OF THE VILLAGE OF DOUGLAS
BY: Jerome Donovan, Mayor Date
Jerome Donovan, Mayor Date
BY:
Pamela Aalderink, City Clerk Date
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 or
Monday, October 3, 2022 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, a
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
DV.

Pamela Aalderink, City Clerk

MEMORANDUM



To: City Council

From: Rich LaBombard

City Manager

Date: October 3, 2022

Subject: Real Estate Donation

Pride Memorial Garden

147 Center Street

The City is in receipt of a Real Estate Sale/Donation Contract from Mr. Lawrence W. Gammons and the Carl I. Jennings Trust (Donor). The Contract intends to gift to the City of Douglas a parcel of property commonly known as 147 Center Street, Douglas. Key points of the donation agreement include:

- The appraised value of the land and improvements is valued at \$286,000.
- The property shall be kept as open space as a memorial park and garden.
- The Donor requests the park to be named the "<u>Pride Celebration Garden</u>" in memory of Carl I. Jennings and Lawrence W. Gammons.
- Donor will during his lifetime pay all costs associated with maintaining and overseeing the Pride Celebration Garden.
- Donor will establish a fund with the Allegan County Community Foundation which upon his death will
 pay for the upkeep of the Pride Celebration Garden for as long as funds remain.
- A committee will be established to review the care and maintenance of the Pride Celebration Garden; however, the City shall be in charge of such care and maintenance.
- At such time as the donor is unable to perform the physical labor necessary to maintain the garden, the City shall be responsible for maintaining the garden with funds available in the Allegan County Community Foundation for such items as, lawn mowing, trimming, watering, fertilizing and weeding of the property, maintaining and replacing foliage or trees when necessary and planting flowers; maintain and replace fencing, walkways when necessary; providing for the care and upkeep of the irrigation and lighting system; provide for the care and maintenance of the name plate wall and memorial stone.
- Upon the depletion of funds, the City will be responsible to maintain the garden as stated.
- If the citizens of Douglas vote to sell the property, the proceeds will be donated to the Allegan County Community Foundation.

Mr. Gammons has completed a number of tasks as requested by the City and in coordination with Councilman Miller as appointed by City Council. He has obtained the real estate easement agreement from the Douglas Town Homes Condominium Association of 39 Ellis Street for a portion of property on which Pride Garden improvements were made to resolve encroachment issues (see attached).

In addition, Mr. Gammons has provided information about the current maintenance costs associated with the garden. Annually, it is estimated that the cost for lawn maintenance, irrigation, lighting, clean-up activities, routine plant replacement, and insurance is approximately \$7,000 per year. The City Manager has contacted a landscape maintenance firm for a quote as well, but the information wasn't provided in time for the publication of the packet.

Also, Mr. Gammons has addressed several concerns by adding additional gates for ingress / egress, modifying the fence, closed the curb opening for the drive approach, and replaced the broken sections of sidewalk immediately adjacent to the Pride Garden per the City's request. The City quoted the concrete work at \$4,905, and Mr. Gammons quoted and performed the work for \$3,900. Mr. Gammons is requesting a 50 percent cost share with the City for the concrete work performed within the public right-of-way.

Finally, several provisions of the contract were edited to remove requirements such as a boundary survey, clean up contract language, and edit the language about the committee that will review the annual care of the garden.

Funds for the cost share request are available in the General Fund, General Streets and Right of Way account (101-463-930).

The City Attorney has reviewed the contract and made revisions.

Sample motion: Motion to accept the real estate sale / donation contract for 147 Center Street, Douglas, Michigan, commonly known as the "Pride Celebration Garden" from the Lawrence W. Gammons and Carl I. Jennings Trust and reimburse Mr. Gammons for concrete work as requested.

REAL ESTATE SALE/DONATION CONTRACT

BOATYARD PROPERTIES, LLC, by LAWRENCE W. GAMMONS, one of its members, and the CARL I. JENNINGS DECLARATION OF TRUST by LAWRENCE W. GAMMONS, and COLIN JENNINGS, its Co-Trustees, (it's other member) both of whom shall be referred to herein individually and collectively as ("Donor"), hereby agrees to gift, and City of the Village of Douglas, a Michigan Municipality ("Donee"), hereby agrees to accept, on the terms and subject to the conditions set forth herein, that parcel of real property located in the City of the Village of Douglas, Allegan County, Michigan, legally described on Exhibit A hereto, together with all improvements and fixtures presently located thereon, which are collectively referred to herein as the "Property."

1. Purchase Price.

Donor and Donee agree that, as set forth in the real estate appraisal attached hereto as Exhibit B (the "Appraisal"), the present fair market value of the Property is Two Hundred Eighty-Six Thousand Dollars (\$286,000.00), but have nevertheless agreed to enter into an arrangement whereby the purchase price for the Property to Donee shall be zero dollars (\$0.00).

The remainder of the appraised value: Two Hundred Eighty-Six Thousand Dollars (\$286,000.00), shall be treated as a charitable contribution by Donor to Donee within the meaning and intent of Section 170 of the United States Internal Revenue Code, as amended. Donee agrees to cooperate with Donor to document the charitable contribution.

2. Default.

- a. If Donee defaults, Donor shall have the right to demand specific performance of this Contract, or in the alternative to terminate this Contract, in which case the property shall be conveyed to the Community Foundation of Allegan County.
- b. Except as may otherwise be specifically provided in this Contract, if Donor shall default, Donee shall be entitled to have this Contract terminated and neither party shall have any further obligations to the other hereunder. If the default occurs after closing, the Donee shall retain ownership and may continue to maintain the property in accordance with Paragraph 19 or, at its option, may sell the property.

3. Title.

- a. Donor shall convey, and Donee shall accept, marketable record title to the Property, subject only to easements, restrictions, conditions and covenants of record.
- b. In addition, Donee agrees to accept a restrictive covenant in the deed of conveyance, which provides that the Property conveyed by Donors shall be

principally used as open space as a memorial park and garden, and should the restriction be violated, the title to the Property will be conveyed to the Allegan County Community Foundation. Notwithstanding the foregoing, in the event the sale of the property has been approved by a vote of the public who are registered voters residing in the Donee, the proceeds shall be donated to the Allegan County Community Foundation.

- c. Donor agrees that Donee may allow easements or licenses affecting the Property so long as the primary use of the Property is preserved as open space as a memorial park and garden. Donee may authorize uses associated with open space as a memorial park and garden. As evidence of title, Donor shall within thirty (30) days from the date of this Contract provide Donee, at Donee's expense, with a commitment (issued by a title insurer licensed to do business in the State of Michigan) for an owner's policy of title insurance in the full amount of the Appraisal as evidence of clear and marketable title. Such abstract or title insurance commitment shall for the purposes hereof constitute conclusive evidence as to the state of Donor's title. Donee shall pay for the cost of an owner's title insurance policy for the full appraised value of the Property at closing.
- d. If the title insurance commitment discloses any matters of title, Donor shall have a reasonable time to cure them as determined by the Donee. If Donor is unable to cure all exceptions within a reasonable time as determined by the Donee, this Contract shall terminate, and neither party shall have any further obligation to the other. In the alternative, Donee may elect to accept such title to the Property as Donor is able to provide, without reduction or abatement of the purchase price or any credit or allowance against the purchase price, and without any liability on the part of Donor.
- 4. Survey. Existing property stakes shall remain in place until closing, to the extent practicable. Donee may also conduct a survey of the Property at its expense. Donee's survey may show the boundary lines and any encroachments. Any encroachments must be resolved by Donor, prior to closing, or Donee may cancel this agreement without further obligation.

5. Closing.

- a. The closing shall occur at such a time and date as the parties may agree upon at the office of the attorney or other closing agent designated by Donor; provided, however, that in the absence of an agreement the closing shall take place no later than October 31, 2022, at a mutually convenient location and time unless delayed by reasons of Donor's efforts to cure title defects, in which case the closing shall occur as soon as possible thereafter.
- b. On the closing date, Donee shall tender the costs it has agreed to pay. At the closing, each party shall execute a closing statement reflecting the transaction. Donor shall convey the Property by warranty deed in recordable form. Donee

shall pay all recording fees. Donor shall pay Michigan real estate transfer tax, if any. Donee shall be responsible for payment of the title insurance premium if title insurance is to be provided pursuant to Paragraph 3 above.

6. Taxes and Assessments.

- a. All real estate taxes with respect to the Property which become due and payable prior to the date of closing shall be paid by Donor. All real estate taxes becoming due and payable on or after the date of closing shall be the responsibility of Donee.
- b. All special assessments, all unpaid installments of any assessments levied prior to the date hereof and due before closing shall be paid by the Donor. All special assessments, all unpaid installments of any assessments levied prior to the date hereof and due after closing shall be the responsibility of Donee.
- c. In the event there are Federal Gift Taxes owed on this transaction, they shall be paid by the Donor.
- 7. Possession. Donee shall have possession of the Property immediately following the closing.
- 8. Broker Involvement. Donor states that the Donor has not engaged any real estate brokerage firm ("Broker") in connection with this transaction. If Donor's representation is not true, Donor agrees to pay all commissions or charges asserted by any Broker that may be asserted as a result of this transaction and indemnify the Donee therefrom.
 - 9. Representations and Warranties.
 - (a) Donor hereby warrants and represents, and will continue to warrant and represent to the time of closing that:
 - 1. The Donor has title and possession of the subject property,
 - 2. The Donor has the right and authority to convey the subject property to the Donee,
 - 3. There are no encumbrances on the subject property other than what has previously been disclosed or is mentioned in the deed,
 - 4. All easements necessary for the purposes of use of the property as set forth in Paragraph 19 have been obtained and recorded.
 - 5. Donor has not received any written outstanding court order, writ, injunction or decree of any court, arbitration panel or governmental agency affecting Donor which restricts the ability of Donor to donate the property to the Donee in accordance with the terms of this Agreement.
 - 6. Donor is not aware of any environmental hazards existing on the property.

- (b) Donee hereby warrants and represents to Donor that:
 - a. On the date hereof, and on the closing date, Donee is a Michigan Municipal Corporation;
 - b. Donee validly exists and is in good standing under the laws of Michigan;
 - c. Donee has the corporate power and authority to execute, deliver and perform this Contract; and
 - d. Donee intends to use the Property conveyed under this Contract exclusively for public purposes.
- 10. *Headings*. The headings contained herein are for the convenience of the parties and are not to be used in construing this Contract.
- 11. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; provided, however, that the parties shall not assign this Contract without the prior written permission of the other party.
- 12. Choice of Law; Invalidation of Terms. This Contract shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to contracts made and to be performed in that State. The invalidation of one or more of the terms of this Contract shall not affect the validity of the remaining terms.
- 13. *Inspection Rights*. Donee shall enjoy reasonable rights of inspection prior to the closing. If any inspection is not acceptable to the Donee, the Donee may cancel this transaction and neither party will have any further obligation to the other.
- 14. *Pronouns*. Whenever in this Contract words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Contract that are singular shall be read as plural whenever the latter would so apply and vice versa.
- 15. Amendment. This Contract represents the entire agreement between the parties. It may not be amended, altered or modified unless done so in writing by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 16. *Notices.* All notices herein required shall be in writing and shall be served upon the parties at the addresses following their signatures. Mailing of a notice by certified mail, return receipt requested and postage prepaid shall be sufficient service.
- 17. Park Naming. Donee agrees to name the Park to be established on the Property, "the PRIDE CELEBRATION GARDEN, in the memory of CARL I. JENNINGS and LAWRENCE W. GAMMONS", which name shall never be changed by Donee unless the conditions for selling the Property have been met.
 - 18. Donor's Additional Gifts. Donor will during his lifetime pay all costs associated with

maintaining and overseeing the PRIDE CELEBRATION GARDEN. In addition, Donor shall establish a fund with the Allegan County Community Foundation which upon his death will pay for the upkeep of the PRIDE CELEBRATION GARDEN for as long as funds remain in the fund.

- a. A committee will be established by the City Manager of the Donee, which will consist of a committee of individuals comprised by Donor to review care and maintenance of the Garden.
- b. This committee will review the care and maintenance of the PRIDE CELEBRATION GARDEN; however, the City shall be in charge of such care and maintenance. At such time as Lawrence W. Gammons is unable to perform the physical labor necessary to maintain the garden, the City shall be responsible for maintaining the Garden, to wit: arranging for or hiring a qualified, knowledgeable landscaping company, city employees or volunteer individuals, to perform the lawn mowing, trimming, watering, fertilizing, and weeding of the property on which the garden resides; maintaining and replacing foliage or trees when necessary and planting flowers; maintaining and replace fencing, walkways when necessary, providing for the care and upkeep of the sprinkler and lighting systems, and providing for the care, upkeep and expansion of the name plate wall if warranted and the memorial stone.
- c. Such care and maintenance shall be paid for by the Donor, or upon his death or financial inability to pay, then by the Allegan County Community Foundation fund for the garden, upon review by all parties. Upon depletion of such funds, the City may continue to maintain the garden as stated above or may sell the property.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURES FOLLOW ON NEXT PAGE

In witness whereof, each paindicated below.	rty to tl	nis Agreement has caused it to be executed on the date(s)
		Donee:
	Ву:	
Attest:	Date:	
Approved as to Form:		
Assistant Corporate Counsel		
	Donor:	Lawrence W. Gammons
	By:	
	Date:	
	Donor:	Carl I. Jennings Declaration of Trust
	By:	
	ъ.	Lawrence W. Gammons, Co-Trustee of the Trust
	By:	
	Date:	Colin Jennings, Co-Trustee of the Trust
	Onen 204	48 13353 29459429-1

EXHIBIT A

The East 60 feet of Lot 2, Block 2, Mixer's Addition. City of Douglas, County of Allegan, State of Michigan. Parcel Number 03+59-502-003-00. Property Address 147 Center St., Douglas, Michigan.



November 04, 2020

Lawrence Gammons PO Box 369 Douglas, MI, 49406

RE: Appraisal of 147 W. Center Street, Douglas, Allegan County, MI

Dear Mr. Gammons:

In accordance with your request, attached is my appraisal report for the above referenced property. I have personally inspected the property, gathered the necessary data and performed analyses on that data in order to formulate an estimate of value for the subject property.

This appraisal was completed in accordance with my best understanding of Uniform Standards of Professional Appraisal Practice (USPAP) regulations and IRS appraisal guidelines. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents a summary discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The intended use of this appraisal is to assist the client, Lawrence Gammons, in establishing market value for income tax purposes, related to a charitable donation of the subject property. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

The type of value estimated is market value of the fee simple estate, as defined in this report, as of October 13, 2020. Marketing and exposure times are estimated at 12 months. The subject is legally described in the ensuing report.

November 04, 2020 Page 2

Briefly, the site is a rectangular, level, interior parcel having ± 0.179 acres, ($\pm 7,800$ square feet) of total area. There are no building improvements but the parcel is improved with custom fencing, brick walkways, significant landscaping and stone monuments which were completed in 2020. It serves as a memorial park. The owner intends to donate it to the City of Douglas for indefinite use as a memorial park.

The accompanying report, which comprises 37 pages not including exhibits and Addenda, describes the appropriate approaches to value and the conclusions derived via application of the following analysis. Please note the Assumptions and Contingent Conditions on Pages 7 through 8. It should be noted that the value conclusions do not include personal property used in its business operations.

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). Most professionals, including this appraiser, believe it must have an adverse impact on real estate markets but a few months does not allow one to predict the extent of the impact or the duration. It appears the impact of COVID-19 on the real estate market has not been fully realized with sales continuing and little immediate impact on price. However, the client/user is cautioned that an adverse impact is very likely as we move forward. The client/user is also reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The appraiser makes no representation as to the effect on the subject property of any unforescen event, subsequent to the effective date of the appraisal.

Based on my investigation and analysis of the data gathered with respect to this assignment, it is my carefully considered opinion the estimated market value "as is" of the fee simple interest in the subject, as of October 13, 2020 is:

Two Hundred Eighty Six Thousand Dollars (\$286,000)

This value conclusion is broken down as \$70,000 real estate (land) value and \$216,000 non real estate improvements. Thank you for the opportunity to be of service in this matter. If you have any questions regarding the method of appraisal, the value concepts, or the indicated value, please contact me at your convenience.

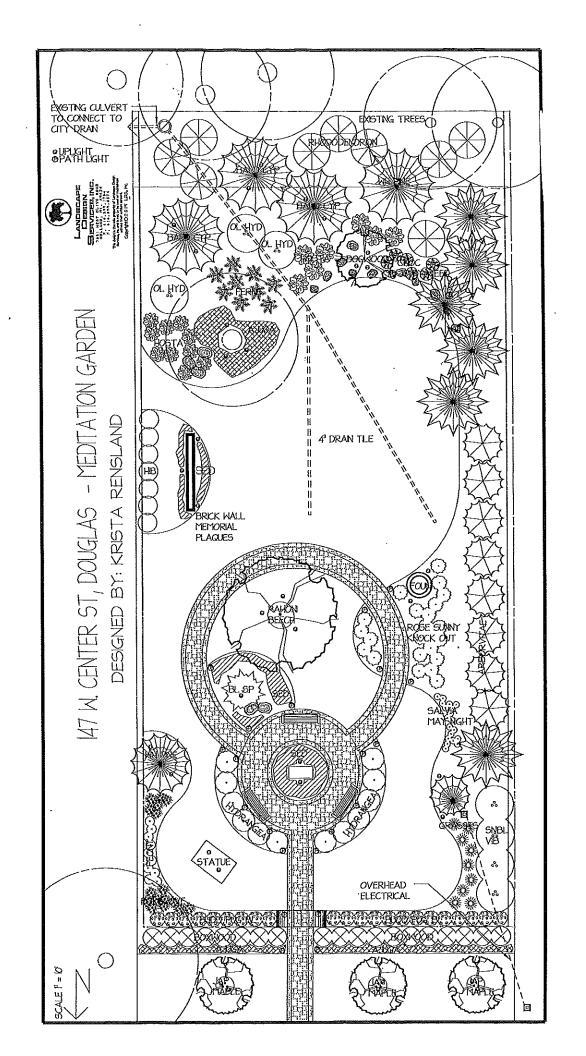
Respectfully submitted, Fast Track Appraisals, Inc.

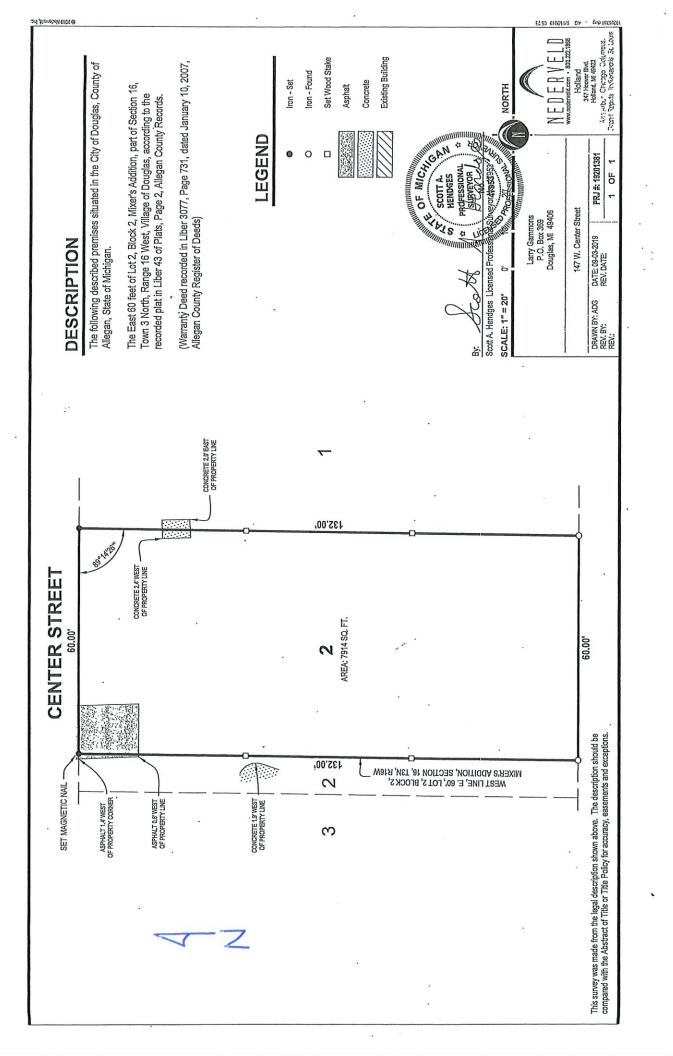
Marc DeHollander

MI Certified General Appraiser

anc De Hollamler

MI Lic. No. 1201006754





REAL ESTATE EASEMENT AGREEMENT - GRANT OF EASEMENT

THIS AGREEMENT is made on June 5, 2022, by and between Douglas Town Homes Condominium Association of 39 Ellis St, Douglas, Michigan 49406, hereinafter ("Grantor"), and BOATYARD PROPERTIES LLC of ADDRESS, Douglas, Michigan, 49406 hereinafter ("Grantee").

Recitals

· /· · ;

A. The Grantor is the owner of certain real property commonly known as 39 Ellis St, Douglas, Michigan, 49406, and more fully described as follows: DOUGLAS TOWN HOMES CONDOMINIUM SEC 16 T3N R16W (2001), ("Servient Estate").

B. The Grantee is the owner of certain real property commonly known as 147 W. Center Street, Douglas, Michigan, 49406, and more fully described as follows: E 60' OF LOT 2 BLOCK 2 MIXER'S ADDITION, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: THE EAST 60 FEET OF THE NORTH 11 FEET OF LOT 5, BLOCK 2, MIXER'S ADDITION TO THE VILLAGE OF DOUGLAS AS RECORDED IN LIBER 43 OF PLATS ON PAGE 2, ALLEGAN COUNTY RECORDS; BEING PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN.

2. Easements Appurtenant

The easement interests granted herein are appurtenant to, and will run with, the Servient Estate Property, and portions thereof, and none other, whether or not it is referenced in any conveyance of the Servient Estate Property, or portions thereof.

3. Duration and Binding Effect

The easement shall endure in perpetuity. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by allowing use of Grantor's property as part of a neighborhood park.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to a neighborhood park.

6. Indemnification

Grantee agrees to indemnify and forever hold harmless Grantor against each and every claim, demand or cause of action arising against Grantor by reason of public use of the easement.

7. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor agrees not to convey any other easement or conflicting rights within the area covered by this grant, without agreement from Grantee.

8. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement.

If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

9. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

10. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

11. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

12. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

The parties have executed this agreement on the above mentioned date.

GRANTOR:

Printed name: Ponna Maxanda

President, DOUGLAS TOWN HOMES CONDOMINIUM

Date: June 15 2022

Owner, BOATYARD PROPERTIES LLC

Prepared By Blaque Les Hough

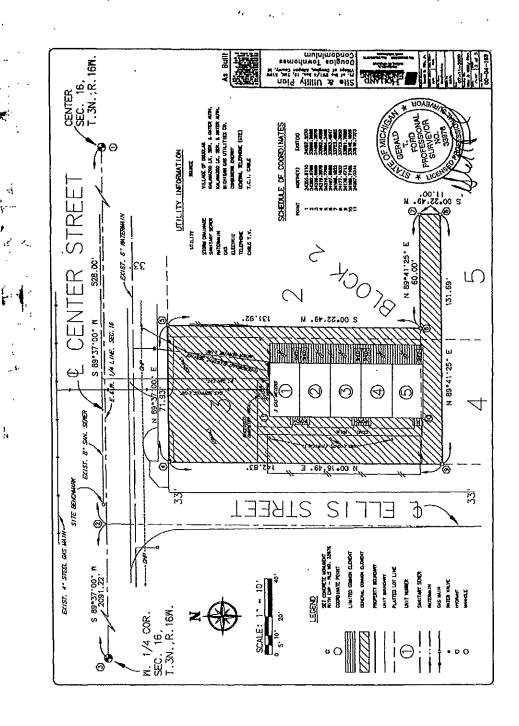
360 S State Street Zaeland michgan

49464

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Michigan	1
State/Commonwealth of Michigan County of Alles an	ss.
On this the 15 day of June Day Month Mame of Notary Public personally appeared Ronna Ale	, Doda , before me, Year , the undersigned Notary Public, Name(s) of Signer(s)
	personally known to me - OR -
	proved to me on the basis of satisfactory evidence
to m	be the person(s) whose name(s) is/are subscribed the within instrument, and acknowledged to e that he/she/they executed the same for the urposes therein stated.
w	ITNESS my hand and official seal.
AMY B HOWELL. Notary Public - State of Michigan County of Allegan My Commission Expires Apr 2, 2027 Acting in the County of Allegan	Our B. Howell Signature of Notary Public
Place Notary Seal/Stamp Above	Any Other Required Information (Printed Name of Notary, Expiration Date, etc.)
OPTIO	NAL ·····
This section is required for notarizations performed in A information can deter alteration of the document or fraudule	
Description of Attached Document	
Title or Type of Document: Real Estate Ease	ment Agreement - Grant of Easement
Document Date: 6/5/22	_ Number of Pages: 3 + Notary Page
Signer(s) Other Than Named Above:	. Cammous
© 2013 National Notany Association • www. NationalNotany	

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Invoice Gustavo Perales 5671 106th Ave. Pullman, MI 49450 (616) 403-3118

License No. 242101099

Bill To: Lawrence Gammons

147 Center St Douglas MI 49406

Invoice: Curb and Sidewalk Repair

Description:	Furnishing Labor and Material
 Remove concrete from exiting driveway, add two squares of sidewalk and curb/road Form to pour 36 ft of curb and gutter Form and pour 13x6 of sidewalk Permit Fee \$100 	
Total:	\$3,900

Reimburs = Lawince Gammows
Pobox 349
Douglas mi 49406
81950.00



To: City Council

From: Rich LaBombard

City Manager

Date: October 3, 2022

Subject: Schedule of Fee Increase

Kayak Storage Rentals Resolution 34-2022

The City provides 18 kayak storage spaces at Wades Bayou that are available to the public for rent for \$150 annually. In 2022, 12 additional kayak storage spaces were installed at Point Pleasant on the east side of the property to meet the demand for kayak storage. The combined rent on the 30 spaces can generate \$4500 annually when all available spaces are fully rented. The City uses the revenue source from fees to pay for park maintenance and capital improvement projects.

Examples of recent park improvement projects include improved docks, removal of the pool, regraded landscape, and removal of dead trees at Point Pleasant. Wades Bayou recently had additional signage, geese mitigation efforts, and will soon receive lawn irrigation, and additional trees. Aquatic weed treatment for the past three years have also been a much-needed maintenance item for the waterfront at both parks, as well as the harbor.

With the added costs of maintenance and repairs comes a recommendation to reconsider the kayak storage rental fees at the two City-owned parks. Boat slip and vendor lease agreements have been providing additional revenue over the past year as shown in the table below. The following is a breakdown of current fees, revenue, and recent expenditures for Wades Bayou and Point Pleasant.

Current Fee Schedule:

Wades Bayou & Point Pleasant Kayak Storage Racks \$150 per rack for the season (March 1 – November 30)

Revenue Sources:	2019	2020	2021	2022 (Current-to-Date)
Point Pleasant Boat Slips	-	-	\$17,278	\$26,163
Point Pleasant Kayak Racks	-	-	-	\$1,350
Wades Bayou Vendor Agreement	\$500	\$500	\$750	\$5,000
Wades Bayou Kayak Racks	\$2,100	\$2,700	\$2,700	\$2, 700

FY21-22 Expenditures: FY 22-23 Proposed Expenditures:

Point Pleasant		Point Pleasant	\$ O
Pool Demolition	\$17,056	Wades Bayou	
Dock Repairs	\$13,200	Irrigation System & Spigot	\$17,000
Aerators	\$2,478	Addition of Trees	\$1,250
New Kayak Racks	\$2,457	Aquatic Treatment	\$72,000
Wades Bayou, General Maint.	\$7,000		
Aquatic Treatment	\$71,800		

At the September 20th Douglas Harbor Authority meeting, a motion was passed to recommend to City Council an increase of \$25 per storage space, bringing the fee from \$150 to \$175 for the season of March 1 through November 30. The added fee will increase revenues from \$4500 to \$5,250.

I recommend City Council approve the recommendation from the Douglas Harbor Authority and increase the annual kayak storage space rental fee to \$175.

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

RESOLUTION NO. 34 -2022

A RESOLUTION APPROVING THE SCHEDULE OF FEE INCREASE FOR KAYAK STORAGE RENTALS AT WADES BAYOU AND POINT PLEASANT

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 3rd day of October 2022, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson and supported by

Councilperson .

RESOLUTION

WHEREAS, the City of the Village of Douglas provides kayak racks for rent to promote outdoor recreation; and

WHEREAS, the City of the Village of Douglas supports park maintenance and capital improvement projects with revenue from fees and other sources; and

WHEREAS, cost of maintenance and repairs continually increase at City owned parks; and

WHEREAS, the City of the Village of Douglas, acting through the City Council, is authorized to set fees by resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

 The City of the Village of Douglas hereby approves the following changes to the City's adopted Schedule of Fees effective October 3, 2022, adjusting the kayak storage fee from \$150 to \$175.

 The City Manager and the City Clerk are authorized to take all actions necessary to execute the terms of the Resolution including, without limitation, modifying the City's adopted Schedule of Fees maintained at City Hall.

All resolutions and parts of resolutions that conflict with the provisions of this
Resolution are hereby rescinded; provided, however, that the remainder of the City's
Schedule of Fees shall remain in full force and effect.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 3rd day of October 2022

CITY OF THE VILLAGE OF DOUGLAS

BY:			
	Jerome Donovan, Mayor	Date	
BY:			
	Pamela Aalderink, City Clerk	Date	

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, October 3, 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 O	F THE VILLAGE OF DOUGLAS
BY:	
	Pamela Aalderink, City Clerk

MEMORANDUM



To: City Council

From: Rich LaBombard

City Manager

Date: October 3, 2022

Subject: City Hall Exterior Painting

Change Order #1

Painting the south and east exterior walls of City Hall is a budgeted project for Fiscal Year 22-23. The south and east exterior walls were selected for this scope of work to preserve and freshen up the more public fronts of the building. With a significant amount of peeling paint, City Hall's exterior was showing signs of deferred maintenance. City Council established a budget of \$10,000 for the two fronts of the building to be painted in the current fiscal year with the remaining sides proposed to be painted in a future budget cycle. Per the purchasing policy, staff requested quotes from three vendors and Vork Brothers Painting of Zeeland was the lowest bidder at \$6,275.

As with most projects, the scope of work can change once the job is underway and issues arise. During the course of preparation work, the vendor determined that there was more loose paint scraping and prep work than was anticipated and therefore they are requesting an additional \$1,600 as a change order to cover the added labor costs. In addition, upon final inspection walk thru, it was determined that the door and windows on the east face of the basement level should have been included in the scope of work. The cost to add painting of the lower-level door and windows will be an additional \$400. Therefore, the change order reflects an increase of \$2,000 bringing the project total to \$8,275 which is still within the original \$10,000 budget.

The City Manager approved the original \$6,275 purchase under his authority in the purchasing policy. The City Manager is authorized to make purchases or enter contracts under \$20,000 by receiving three written quotes and when funds are provided in the annual budget. However, per City Ordinance Chapter 37: Finance, 37.15 Change Order, any change order over ten (10) percent shall be brought back to City Council for approval. This change order is approximately a 32 percent increase.

The proposed change order will be funded from the General Fund – Building & Grounds Capital Outlay account 101-265-979.

It should also be noted that there are many areas of repair that will need to be addressed following closer inspection of the clapboards, trim pieces, and windowsills. The Department of Public Works staff are quoting repair work options and will provide an update to City Council once all quotes are received. Additional painting of replacement material will be needed once replacement pieces are installed. I anticipate another change order for painting will be submitted once the repair work is completed.

I recommend City Council approve the change order #1 for Vork Brothers Painting of Zeeland for \$2,000 for additional work.



Memorandum

Date:	September 16, 2022
To:	Rich LaBombard, Manager
Organization:	City of Douglas
From:	Nathan Williams, P.E.
Project #:	2200598
Re:	2021 Road & Drainage Improvements Project - Guardrail Replacement

As part of the City's road replacement plan, the City decided early in 2020 to resurface Union Street from Blue Star Highway south to Wiley Road. During the preliminary planning for this road work, P&N evaluated relevant underground and surface features that should be considered for replacement or would be impacted by pavement construction. This typically involves looking at fixed objects, slopes, grade changes, and guardrail in relation to the expected traffic volume and speed. In this instance, a culvert was identified as a replacement candidate as well as the existing safety guardrail. These items were then discussed and prioritized and included in the City's capital improvement plan in an order that would reduce the risk of new construction patching or rework.

The safety guardrail along Union Street exists in three places; at the "dip" just north of Wiley Road (both sides of road), along the bend just south of South Street (south side of road only), and at the Blue Star Highway intersection (both sides of road). Based on the available records, it does not appear that all three of these sections were constructed at the same time. Despite varying conditions of the materials themselves, all three sections did not meet current State standards.

The proposed guardrail at these locations were evaluated and redesigned in accordance with MDOT's Road Design Manual as well as the American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide to meet the existing site conditions. These standards generally include guidelines on the slopes, hazards, and roadway geometry that require special guardrail protection. The existing sections of guardrail were found to be deficient in the following ways:

- "Dip" north of Wiley Road: guardrail lean, rust prevalent, outdated termini, lacking standard blocks between post and rail
- Bend south of South Street: outdated termini
- Blue Star Highway intersection: outdated termini, insufficient runout lengths, removals/retrofits already planned for former Lawn Street section

The guardrail replacement work was planned to be included in the Union Street sidewalk construction phases as well as the Blue Star Highway mill and overlay work. The first phase of the Union Street sidewalk and the Blue Star Highway mill and overlay contracts have now been largely completed along with the replacement of the safety guardrail at the Blue Star Highway intersection.

Mr. Rich LaBombard September 16, 2022 Page 2

We recommend replacement of the remaining two sections of guardrail along Union Street. Please let us know if the City would like to continue to include these replacements with the subsequent phases of the Union Street sidewalk project.

Please feel free to call our office with any questions.



September 21, 2022

City of Douglas 86 W. Center St. Douglas, MI 49406

Attn: Phil Toepper and City Council

Once again, we are asking for your participation in the Knights of Columbus' Annual Tootsie Roll Drive that helps Michigan citizens with Intellectual and Developmental Disabilities. The drive will take place October 7th and 8th. We will be working with local merchants to solicit donations to this worthy cause. As usual, we will be wearing our familiar yellow and red aprons to identify our Knights and volunteers

Over the years our members have collected thousands of dollars to aid less fortunate individuals in our immediate community. Several local organizations have come to depend upon our support for some of their critical needs and we try not to disappoint them. This is a volunteer drive. No Knights or volunteers are paid salaries, or are any expenses compensated. Our rewards are the smiles and enthusiastic applause for our Knights when we hand out Tootsie Rolls and the checks to the local organizations we support.

On behalf of our local Council, thank you for your years of support and I hope to hear from you soon.

Sincerely,

Dennis Dreyer

Grand Knight

Council 8687

P.O. Box 941

Douglas, MI 49406

